You will operate either a Hampton Inn hotel or a Hampton Inn & Suites hotel, which combines standard guest rooms with a significant block of 2-room suites in a single hotel property, each offering high quality at moderate prices, under a Franchise Agreement with us.

The total investment necessary to begin operation of a newly constructed 80-room Hampton Inn hotel, excluding real property, is $6,909,090 to $12,565,440, including up to $231,440 that must be paid to us or our affiliates.

The total investment necessary to begin operation of a newly constructed 101-room/suite Hampton Inn & Suites hotel, excluding real property, is $8,311,170 to $17,088,860, including up to $254,860 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

**Issuance Date:** March 30, 2017
STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit I for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise.

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FAIRFAX COUNTY, VIRGINIA, UNLESS WE SUE YOU WHERE THE HOTEL IS LOCATED. IF THE COURT REJECTS THESE VENUE SELECTIONS, THEN SUIT MAY BE BROUGHT IN NEW YORK, NEW YORK. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE US IN NEW YORK OR VIRGINIA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.
Effective Dates

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

<table>
<thead>
<tr>
<th>State</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>California</td>
<td></td>
</tr>
<tr>
<td>Hawaii</td>
<td></td>
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<tr>
<td>Illinois</td>
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<td>Indiana</td>
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<td>Maryland</td>
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<td>Minnesota</td>
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<td>New York</td>
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<tr>
<td>North Dakota</td>
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<td>Rhode Island</td>
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<tr>
<td>South Dakota</td>
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<td>Virginia</td>
<td></td>
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<tr>
<td>Washington</td>
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<tr>
<td>Wisconsin</td>
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In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date of March 30, 2017.
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<td>ITEM 23</td>
<td>RECEIPTS</td>
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## NOTICE OF TRADEMARK OWNERSHIP

The following trademarks used in this Disclosure Document are owned by our affiliates:

- **Canopy™**
- **Canopy by Hilton™**
- **Conrad®**
- **Curio®**
- **DoubleTree®**
- **DoubleTree by Hilton®**
- **DoubleTree Suites by Hilton®**
- **Doubletree Club Hotel®**
- **eforea®**
- **Embassy Suites by Hilton**
- **Embassy Suites Hotels®**
- **Hampton®**
- **Hampton by Hilton**
- **Hampton Inn®**
- **Hampton Inn & Suites®**
- **Hampton Inn by Hilton**
- **Hampton Inn and Suites by Hilton**
- **HHonors®**
- **Hilton®**
- **Hilton Honors™**
- **Hilton Garden Inn®**
- **Hilton Inn®**
- **Hilton Suites®**
- **Hilton Supply Management®**
- **Home2 Suites by Hilton®**
- **Homewood Suites by Hilton®**
- **OnQ® (formerly System 21®)**
- **Tapestry™**
- **Tru by Hilton™**
- **Waldorf-Astoria®**
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<th>Exhibit</th>
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<td>List of Franchised Hotels as of December 31, 2016</td>
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<td>B</td>
<td>List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest during 2016</td>
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<td>D</td>
<td>Franchise Agreement and Addendum</td>
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<td>D-1</td>
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<td>D-2</td>
<td>Development Incentive Promissory Note</td>
</tr>
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<td>E</td>
<td>Guaranty of Franchise Agreement</td>
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<td>F</td>
<td>Franchise Application</td>
</tr>
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<td>G</td>
<td>Hilton Information Technology System (HITS) Agreement</td>
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<td>State Addenda to Disclosure Document</td>
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<td>Receipts</td>
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

About The Franchisor, Its Parents and Its Predecessor

To simplify the language in this Disclosure Document, “we” or “us” mean Hilton Franchise Holding LLC, the Franchisor. “You” means the person(s) who signs the franchise agreement – the Franchisee. If you are a business entity, “you” means both the business entity and its owners. The “Brand” refers to the name or names under which we will license your hotel. Our agent for service of process in the states whose franchise laws require us to name an agent for service is shown on Exhibit I. “Guest Rooms” means both guest rooms and guest suites. Capitalized words not defined in this Disclosure Document have the meaning set forth in the Franchise Agreement.

We are a Delaware limited liability company, formed in September 2007. For purposes of this franchise offering, we do business under the names “Hampton Inns,” “Hampton Inn,” “Hampton Inn & Suites,” “Hampton Inn by Hilton” and “Hampton Inn & Suites by Hilton” (collectively, the “Hampton Brand”). Our principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102, and our telephone number is 703-883-1000.

We became the franchisor of hotels which will operate under the Hampton Brands in the 50 states of the United States of America, its Territories and Possession and the District of Columbia (“US”) on March 30, 2015.

Our parent company is Hilton Domestic Operating Company Inc., a Delaware corporation formed on July 12, 2016 ("Hilton"). Hilton’s parent company is Hilton Worldwide Holdings Inc., a Delaware corporation formed on March 18, 2010 (NYSE: HLT) (“Hilton Worldwide”). The principal business address of both companies is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102 USA.

Hilton became our parent company on January 4, 2017, as the successor to our previous parent company, Park Hotels & Resorts, Inc. (“Park”). Together, Hilton and Park have conducted a guest lodging business since 1946. Park was originally called Hilton Hotels Corporation ("HHC") from May 29, 1946 to December 19, 2009. It changed its name to Hilton Worldwide, Inc. ("HWI") on December 20, 2009, and to Park Hotels & Resorts Inc. on June 1, 2016. On January 4, 2017, Park became an independent company in a spin-off transaction. As a result of that spin-off, nearly all company-owned hotels were divested with Park. For convenience, all references to “Hilton” in this Disclosure Document include HHC, HWI, and Park during the relevant time frames for each, unless otherwise noted.

Our immediate predecessor in offering the Hampton Brand in the US was our subsidiary, Hampton Inns Franchise LLC, a Delaware limited liability company formed in September 2007 ("HIF"). HIF offered franchises for the Hampton Brands from October 2007 through March 2015. HIF’s predecessor was Promus Hotel Systems, Inc., a Delaware corporation incorporated in May 1995 ("Promus"). Promus licensed, owned and operated Hampton Inn & Suites hotels between May 1995 and October 2007. Hampton Inn hotels were first franchised by a predecessor of Promus in 1983. Hampton Inn & Suites hotels were first franchised by a predecessor of Promus in 1993. Hilton acquired Promus’s indirect corporate parent on December 1, 1999, and became the ultimate parent corporation of Promus and all its affiliates.

We have also been the franchisor in the US for Canopy and Curio – a Collection by Hilton Brand hotels since October 15, 2014, each offered under a separate disclosure document. We have also been the franchisor in the US for Conrad, DoubleTree, Embassy Suites, Hilton, Hilton Garden Inn,
Home2 Suites by Hilton, Homewood Suites by Hilton and Waldorf Astoria Brand hotels since March 30, 2015, each offered under a separate disclosure document. We have also been the franchisor for Tru by Hilton Brand hotels in the US since December 1, 2015, and for the Tapestry Collection by Hilton Brand hotels in the US since December 1, 2016, each under a separate disclosure document. We also offer eforea spa franchises in the US to franchisees of Tapestry, Curio, DoubleTree, Embassy Suites and Hilton Brand hotels, as an addendum to the hotel franchise agreement under the disclosure documents for those Brands. Our predecessors in the offer of these Brands in the US include the following entities for the specified Brands:

<table>
<thead>
<tr>
<th>Brand Offered</th>
<th>Predecessor Franchisor Entity</th>
<th>Dates Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canopy</td>
<td>None</td>
<td>N/A</td>
</tr>
<tr>
<td>Conrad</td>
<td>Conrad Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Inns, Inc.</td>
<td>September 2007 to October 2007</td>
</tr>
<tr>
<td>Curio – a Collection by Hilton</td>
<td>Hilton Worldwide</td>
<td>July 2, 2014 to October 14, 2014</td>
</tr>
<tr>
<td>Doubletree</td>
<td>Doubletree Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td>Eforea Spa</td>
<td>Doubletree Franchise LLC</td>
<td>December 2011 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Embassy Suites Franchise LLC</td>
<td>December 2011 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Franchise LLC</td>
<td>December 2011 to March 2015</td>
</tr>
<tr>
<td>Embassy Suites</td>
<td>Embassy Suites Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Promus Hotels, Inc.</td>
<td>March 1984 to October 2007</td>
</tr>
<tr>
<td>Hilton</td>
<td>Hilton Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Inns, Inc.</td>
<td>September 1965 to October 2007</td>
</tr>
<tr>
<td>Hilton Garden Inn</td>
<td>Hilton Garden Inns Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Inns, Inc.</td>
<td>March 1990 to October 2007</td>
</tr>
<tr>
<td>Home2 Suites by Hilton</td>
<td>HLT ESP Franchise LLC</td>
<td>January 2009 to March 2015</td>
</tr>
<tr>
<td>Homewood Suites by Hilton</td>
<td>Homewood Suites Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Promus Hotels, Inc.</td>
<td>March 1988 to October 2007</td>
</tr>
<tr>
<td>Tapestry Collection by Hilton</td>
<td>None</td>
<td>N/A</td>
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<tr>
<td>Tru by Hilton</td>
<td>None</td>
<td>N/A</td>
</tr>
<tr>
<td>Waldorf Astoria</td>
<td>Waldorf Astoria Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Inns, Inc.</td>
<td>January 2007 to October 2007</td>
</tr>
</tbody>
</table>

**Our Affiliates and Their Predecessors**


Hilton International’s principal business address is Maples Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ UK and its telephone number is +44 (0)20 7850 4000. Hilton International’s predecessors for the offer of franchises outside the US before July 1, 2014, include the following entities at various times for the specified Brands:

<table>
<thead>
<tr>
<th>Brand Offered</th>
<th>Predecessor International Franchisor Entity</th>
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</thead>
<tbody>
<tr>
<td>Canopy by Hilton</td>
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</table>

2 2017 US HAMPTON
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<tr>
<th>Brand Offered</th>
<th>Predecessor International Franchisor Entity</th>
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</thead>
<tbody>
<tr>
<td>Conrad</td>
<td>HLT International Conrad Franchise LLC</td>
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<tr>
<td>Conrad International</td>
<td>Hilton International Franchisor Corporation</td>
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<tr>
<td></td>
<td>HPP International Corporation (f/k/a Conrad International Corporation)</td>
</tr>
<tr>
<td>Curio – a Collection by Hilton</td>
<td>None</td>
</tr>
<tr>
<td>DoubleTree by Hilton</td>
<td>Hilton Group plc and designated subsidiaries</td>
</tr>
<tr>
<td>DoubleTree Suites by Hilton</td>
<td>Hilton International Franchisor Corporation</td>
</tr>
<tr>
<td></td>
<td>Doubletree Hotel Systems, Inc.</td>
</tr>
<tr>
<td></td>
<td>Doubletree International Franchise LLC</td>
</tr>
<tr>
<td>Embassy Suites by Hilton</td>
<td>Promus Hotels, Inc.</td>
</tr>
<tr>
<td></td>
<td>Hilton Group plc and designated subsidiaries</td>
</tr>
<tr>
<td></td>
<td>Hilton International Franchisor Corporation</td>
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<tr>
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<td>Embassy Suites International Franchise LLC</td>
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<tr>
<td>Hampton by Hilton</td>
<td>Hilton International Franchisor Corporation</td>
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<td>Hampton Inns International Franchise LLC</td>
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<td>Hilton</td>
<td>Hilton Group plc and designated subsidiaries</td>
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<tr>
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<td>Hilton International Franchisor Corporation</td>
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<tr>
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<td>Hilton International Franchise LLC</td>
</tr>
<tr>
<td>Hilton Garden Inn</td>
<td>Hilton Group plc and designated subsidiaries</td>
</tr>
<tr>
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<td>Hilton International Franchisor Corporation</td>
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<td>Hilton Garden Inns International Franchise LLC</td>
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<tr>
<td>Homewood Suites by Hilton</td>
<td>Hilton Group plc and designated subsidiaries</td>
</tr>
<tr>
<td></td>
<td>Homewood Suites International Franchise LLC</td>
</tr>
<tr>
<td>Tapestry Collection by Hilton</td>
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</tr>
<tr>
<td>Tru by Hilton</td>
<td>None</td>
</tr>
<tr>
<td>Waldorf Astoria</td>
<td>Hilton International Franchisor Corporation</td>
</tr>
<tr>
<td>The Waldorf Astoria Collection</td>
<td>HLT International Waldorf=Astoria Franchise LLC</td>
</tr>
</tbody>
</table>

The following wholly owned subsidiaries of Hilton provide products or services to our franchisees:

1. Hilton Reservations Worldwide, L.L.C. d/b/a Hilton Reservations & Customer Care and successor-in-interest to Hilton Service Corporation ("Reservations Worldwide") will provide you with its national and international reservation services and systems ("Reservation Service"). Reservations Worldwide provides the Reservation Service to all System Hotels, US Hilton hotels, Conrad International hotels, and Hilton International hotels (except where prohibited by law). The principal business address of Reservations Worldwide is 2050 Chennault Drive, Carrollton, Texas 75006.

2. Hilton Supply Management LLC ("HSM") distributes hotel furniture, furnishings, fixtures, equipment and supplies, and certain food and beverage supplies. You may purchase these items from HSM but you are not obligated to do so.

3. Hilton Honors Worldwide LLC ("Hilton Honors Worldwide") owns, operates and administers the Hilton Honors™ guest reward program. You must participate in the programs of Hilton Honors Worldwide.

4. Hilton Systems Solutions, LLC ("HSS") provides computer hardware, software and support services for all Hilton’s brands and signs the HITS Agreement.
In certain situations, you may choose to have our affiliate manage your hotel under a management agreement to be signed at the same time as, or after, you sign your Franchise Agreement.

In this Disclosure Document, we may collectively refer to our former affiliated predecessor franchisor entities as the “former franchising entities.” The principal business address for each of our affiliates is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102 unless otherwise noted.

**Our Licenses**

This Disclosure Document describes our franchise license for hotels that will operate in the US under the Hampton Brand. Under separate disclosure documents, Hilton International offers franchise licenses for hotels that will operate outside of the US under the Hampton Brand.

We license the Hampton Inn hotel system ("System"), which consists of the elements, including know-how, that we periodically designate to identify hotels operating worldwide under our two Brands: “Hampton Inn” hotels, designed to provide distinctive, high-quality hotel service to the public at moderate prices, and “Hampton Inn & Suites” hotels, designed to combine standard guest rooms with a significant block of studio guest suites.

We franchise the non-exclusive right to use the System in the operation of your hotel under either the Hampton Inn Brand or the Hampton Inn & Suites Brand, at a specified location. You must follow the high standards we have established as the essence of the System and you may be required to make future investments.

The System currently includes the Brand and the Marks; access to a reservation service; advertising, publicity and other marketing programs and materials; training programs and materials; standards, specifications and policies for construction, furnishing, operation, appearance and service of the hotel; and other elements we refer to in the Franchise Agreement, in the Manual or in other communications to you, and programs for our inspecting your hotel and consulting with you. We may add elements to the System or modify, alter or delete elements of the System.

The Franchise Agreement you sign will provide for new development, change of ownership, re-licensing, or conversion, depending on your situation. These situations are referred to in this Disclosure Document as "New Development," "Change of Ownership," “Re-licensing” and "Conversion," respectively. Adaptive Reuse is also a category shown on the Franchise Application. It is a form of Conversion.

Except for the licenses described above, we, our parents, affiliates and predecessors have not offered licenses or franchises for this or any other type of business.

**The Market and Competition**

The market for your services will depend on your property's location, size and its type of operation, including whether it is a resort, conference center, or hotel for frequent business travelers, among other things. Our franchisees seek customers and business referrals from the local community and typically solicit business from conventions, and tour and travel groups, on a regional and national level.

In general, you will compete with national hotel and motel chains and independently operated local hotels and restaurants offering similar types of hotel rooms and food and beverage services to the same clientele. In addition to competing with lodging facilities that offer services comparable to the
System, you may also compete with lodging designed to serve particular segments of the market and to fill particular lodging demands.

A Hampton Inn or Hampton Inn & Suites hotel will compete with other national and regional hotel chains and local hotels offering similar types of hotel rooms or suites with no food and beverage services. Due to its limited food and beverage operations, a Hampton Inn or Hampton Inn & Suites hotel is unlikely to compete directly with local establishments for the food and beverage business of the general public.

We and our affiliates engage in a wide range of business activities in lodging and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with your Hotel and the System. We and/or our affiliates may own, operate, franchise, license, acquire, create or establish, or serve as franchisor or licensor for, competitive guest lodging facilities or networks anywhere, including within your Restricted Area, if any, under any Brands or marks (but not, within your Restricted Area, if any, under the Hampton Brand). We and/or our affiliates may also furnish services, products, advice and support to guest lodging facilities, networks, properties or concepts located anywhere, including within your Restricted Area, if any, in any manner that we or our affiliates determine. We and/or any of our affiliates may be sold to or otherwise acquired by an existing competitor or newly formed entity which itself has established or may establish competitive guest lodging facilities located anywhere (provided that your Restricted Area protections, if any, will be observed). Further, we and/or our affiliates may purchase, merge, acquire, or affiliate in any other way with any franchised or non-franchised network or chain of guest lodging facilities or any other business operating guest lodging facilities regardless of the location of that network, chain or other business’s facilities, including within your Restricted Area, if any, and that following such activity we may operate, franchise or license those other facilities under any Brands or marks anywhere regardless of the location of those businesses and/or facilities. There is no mechanism for resolving any conflicts that may arise between your hotel and other hotels described in this paragraph.

Laws, Rules and Regulations

Your hotel business must conform to innkeeper liability laws, laws and regulations regarding food handling and preparation, truth in menu and labeling laws, alcoholic beverage control laws and dram shop acts, license, certificate and permit requirements for hotel and restaurant operation and occupancy, laws regulating the posting of hotel room rates, hotel room occupancy tax laws, and laws applicable to public accommodations and services such as the Americans with Disabilities Act (“ADA”). In addition, the laws, rules and regulations which apply to businesses in general will affect you. Consult your lawyer about them. Discuss with your architect the Americans with Disabilities Act and state and local accessible facilities requirements.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and President: Christopher J. Nassetta

Mr. Nassetta has served as Chief Executive Officer and President of Hilton Worldwide since September 2013. He has served as Chief Executive Officer and President of Hilton since December 2007, and was also a Director of Hilton from December 2007 to October 2013. He served as our Chief Executive Officer and President from October 2013 to January 2015. He served as Chief Executive Officer and President of the former franchising entities from October 2013 until April 2015. Mr. Nassetta was President and Chief Executive Officer of Host Hotels & Resorts, Inc., in Bethesda, Maryland, from 2000 to November 2007.
**Chief Financial Officer and Executive Vice President: Kevin J. Jacobs**

Mr. Jacobs has served as Chief Financial Officer and Executive Vice President of Hilton Worldwide since September 2013, and has also held those positions with us since September 2013 and with Hilton International since March 2014. He has served as Chief Financial Officer and Executive Vice President of Hilton since October 2013. Mr. Jacobs served as Chief Financial Officer and Executive Vice President of the former franchising entities from October 2013 to April 2015. Mr. Jacobs also served as a Director of Hilton from December 2007 to October 2015; as Senior Vice President, and Treasurer and Director of Hilton from March 1, 2010 to November 2012; as Senior Vice President, Corporate Strategy and Treasurer of Hilton from May 2009 to November 2012; and as Senior Vice President, Corporate Strategy of Hilton from June 2008 to May 2009.

**General Counsel and Executive Vice President: Kristin A. Campbell**

Ms. Campbell has served as General Counsel and Executive Vice President of Hilton Worldwide since September 2013, and has held those positions with us since October 2013 and with Hilton International since March 2014. She has served as General Counsel, Executive Vice President and Secretary of Hilton since June 2011. Ms. Campbell served as a Director of Hilton from June 2011 to July 2015, and as a Director of the former franchising entities from October 2013 to April 2015. Ms. Campbell served as Senior Vice President, General Counsel and Secretary of Staples, Inc. in Framingham, Massachusetts from 2007 to June 2011.

**Executive Vice President – Global Brands: James E. Holthouser**

Mr. Holthouser has served as Executive Vice President – Global Brands of Hilton Worldwide since September 2013, and has held this position with us since October 2013 and with Hilton International since March 2014. Mr. Holthouser has served as Executive Vice President – Global Brands with Hilton since November 2012. Mr. Holthouser served as Executive Vice President – Global Brands of the former franchising entities from October 2013 to April 2015. He has also served as Global Head – Full Service Category for Hilton since February 2009. Mr. Holthouser served as Global Head – Embassy Suites for Hilton from March 2006 to August 2012, and served as Senior Vice President – Brand Management, Homewood Suites for Hilton from December 1999 to March 2006.

**Executive Vice President – Chief Commercial Officer: Christopher Silcock**

Mr. Silcock has served as Executive Vice President – Chief Commercial Officer of Hilton Worldwide and Hilton since September 2015. He served as Senior Vice President Sales & Revenue Management of Hilton Worldwide and Hilton from September 2014 to August 2015. Mr. Silcock served as Senior Vice President Commercial Services of Hilton Worldwide and Hilton from October 2013 to September 2014. He served as Global Head – Revenue Management for Hilton Worldwide and Hilton from August 2009 to September 2013. Mr. Silcock served as Vice President – Revenue and Service Delivery of Hilton Worldwide and Hilton from August 2004 to August 2009.

**President – Global Development: Ian R. Carter**

Mr. Carter has served as President – Global Development of Hilton Worldwide and Hilton since September 2013. He served as President – Global Operations of Hilton from March 2008 to September 2013. Mr. Carter served as Director, Executive Vice President and Chief Executive Officer of Hilton International, in Watford, United Kingdom, from January 2005 to March 2008.

**Senior Vice President & Global Head, Brand Services and Innovation: John Rogers**

Mr. Rogers has served as Senior Vice President & Global Head, Brand Services and Innovation of Hilton Worldwide since September 2015. Mr. Rogers served as Hilton’s Senior Vice President, Global Head – Embassy Suites brand from August 2012 to September 2015. Mr. Rogers served as Vice President of Operations for Hilton in London, England from January 2007 to August 2012.
Senior Vice President – Global Head – Focused Service Brands: Philip Keith Cordell
Mr. Cordell has served as Hilton’s Senior Vice President since March 2010 and has held this positions with us since March 2010 and with Hilton International since March 2014. He has served as Hilton’s Senior Vice President and Global Head – Focused Service Brands since June 2008, and has served as Hilton’s Senior Vice President and Global Head – Hampton Inn since December 1999. He previously served as Senior Vice President of certain of the former franchising entities as follows: Hampton Inns Franchise, LLC (from October 2007 to April 2015), HLT ESP Franchise LLC (from October 2013 to April 2015), Homewood Suites Franchise LLC (from October 2013 to April 2015), Hilton Garden Inns International Franchise LLC (from March 2010 to July 2014), HLT ESP International Franchise LLC (from March 2010 to October 2013), HLT ESP International Franchisor Corporation (from March 2010 to October 2013), Homewood Suites International Franchise LLC (from October 2010 to July 2014) and Hilton International Franchisor Corporations (from March 2010 to October 2013).

Senior Vice President – Development - Americas: William Fortier
Mr. Fortier has served as Hilton’s Senior Vice President – Development – Americas since October 2007. Mr. Fortier served as Hilton’s Senior Vice President – Franchise Development from May 2000 to October 2007. Mr. Fortier also served as Senior Vice President of the former franchising entities from October 2007 to April 2015.

Senior Vice President – Development – US and Canada: Matthew G. Wehling
Mr. Wehling has served as Hilton’s Senior Vice President – Development – US and Canada since January 2015. He was Hilton’s Vice President and Managing Director – Development – Northwest Region from October 2010 through December 2014. Mr. Wehling served as Hilton’s Vice President Franchise Development in the Central Region from September 2008 to October 2010. He served in various capacities for Hilton, including Director – Franchise Development and Senior Director – Franchise Development in the Central Region from 1999 to September 2008.

Vice President & Managing Director – Development – Northwest Region: Denise Carpenter
Ms. Carpenter has served as Hilton’s Vice President & Managing Director – Development – Northwest Region since January 2015. Ms. Carpenter served as Hilton’s Vice President – Development – Southeast Region from 2009 to January 2015. Ms. Carpenter has been employed with Hilton and its predecessors in various roles since 1976.

Vice President & Managing Director – Development – Southwest Region: Timothy Powell
Mr. Powell has served as Hilton’s Vice President & Managing Director – Development – Southwest Region since November 2014. He was Hilton’s Senior Director for the same region from February 2005 to November 2014, and has been employed by Hilton in various roles since 1999. Mr. Powell was also employed by Hilton in various roles from 1981 to 1990.

Vice President and Managing Director – Development – Northeast Region/Canada: Thomas Lorenzo
Mr. Lorenzo has served as Hilton’s Vice President and Managing Director – Development – Northeast Region/Canada since October 2010. He served as Vice President and Managing Director Franchise Development – Northeast Region/Canada from September 2008 to October 2010. Mr. Lorenzo served as Vice President Franchise Development Northeast Region/Canada from July through August 2008. He served as Hilton’s Senior Director Franchise Development in the Northeast Region before July 2008.
Vice President & Managing Director – Development – Southeast Region: John Koshivos
Mr. Koshivos has serve as Hilton’s Vice President & Managing Director – Development – Southeast Region since April 2014. He served as Hilton’s Vice President – Development Northeast Region/Canada from October 2010 to April 2014. Mr. Koshivos served as Hilton’s Vice President – Franchise Development – Northeast Region/Canada from September 2008 to October 2010. He served as Hilton’s Senior Director Franchise Development Northeast Region before September 2008.

Vice President – Managed Development – North America: Gregory Rockett
Mr. Rockett has served as Hilton’s Vice President – Managed Development since December 2008. He served as Hilton’s Vice President of Development – Southeast US and Caribbean from July to December 2008 and previously served as Hilton’s Vice President Development Latin America.

Vice President – Management Contract Services and Owner Relations: Dianne Jaskulske
Ms. Jaskulske has served as Hilton’s Vice President – Management Contract Services and Owner Relations since February 2000, and has served in various capacities with Hilton since October 1986.

Vice President and Assistant Secretary: Karen Boring Satterlee
Ms. Satterlee has served as Hilton’s Vice President and Senior Counsel – Legal Development Americas since August 2009. She has also served as Vice President and Assistant Secretary for us since March 2010 and for Hilton International since March 2014. She served as Vice President and Assistant Secretary of the former franchising entities from March 2010 to April 2015.

Vice President & Senior Counsel, Legal Development, Americas – Contract Administration: Michaele S. Weatherbie
Ms. Weatherbie has served as Hilton’s Vice President & Senior Counsel, Legal Development Americas – Contract Administration since December 2015. She has also served as Vice President for us since February 2016. She served as Hilton’s Senior Counsel – Franchise, Global Franchise Development from February 2012 to December 2015. Ms. Weatherbie was a partner at Akerman Senterfitt, LLP, in Washington, DC, from February 2009 to February 2012.

Director, Chairman: Jonathan D. Gray
Jonathan D. Gray has served as Chairman of the Board of Directors of Hilton Worldwide since March 2010. He is currently a Senior Managing Director and Global Head of the Real Estate Group for The Blackstone Group in New York, New York, with which he has been associated since 1992. Mr. Gray served as a Director of Hilton from October 2007 to October 2013.

Director, Vice President and Treasurer: William J. Stein
William Stein has served as a Director, Vice President and Treasurer of Hilton Worldwide since March 2010. He also serves as a Senior Managing Director in the Real Estate Group for The Blackstone Group in New York City, New York, with which he has been associated since 1997. Mr. Stein served as a Director of Hilton from October 2007 to October 2013.

Director: John Schreiber
Mr. Schreiber has served as a Director of Hilton Worldwide since September 2013. He has been President of Centaur Capital Partners, Inc. since 1991, and he was a Co-Founder and has been a Partner of Blackstone Real Estate Advisors since October 1992. Mr. Schreiber served as a Director of Hilton from December 2007 to October 2013. He is based in Chicago, Illinois.

Director: Douglas M. Steenland
Mr. Steenland has served as a Director of Hilton Worldwide since September 2013. He has been a Consultant in Washington, DC and Senior Advisor to Blackstone’s Private Equity Group since 2009.
Mr. Steenland served as Chief Executive Officer of Northwest Airlines in Eagan, Minnesota from 2004 to 2008. He served as a Director of Hilton from November 2009 to October 2013.

**Director: Judith A. McHale**
Ms. McHale has served as a Director of Hilton Worldwide since October 2013 and also serves as a Director of Ralph Lauren Corporation and as a Director of SeaWorld Entertainment. She has served as President and Chief Executive Officer of Cane Investments LLC in New York, New York since August 2011. Ms. McHale served as Undersecretary of State for Public Diplomacy for the US Department of State in Washington, DC from May 2009 to July 2011. She served as Managing Partner in the formation of GEF/Africa Growth Fund from 2006 to March 2009.

**Director: Elizabeth A. Smith**
Ms. Smith has served as a Director of Hilton Worldwide since December 2013. She has also served as Chairman of the Board of Directors of Bloomin’ Brands, Inc. in Tampa, Florida since January 2012, and has served as its Chief Executive Officer and a Director since November 2009. Ms. Smith has also served as a Director of Staples, Inc. in Framingham, Massachusetts since September 2008. She served as President of Avon Products, Inc. in New York, New York from September 2007 to October 2009.

**Director: Jon M. Huntsman, Jr.**
Mr. Huntsman has served as a Director of Hilton Worldwide since August 2015. He has served as chairman of the Atlantic Council, a non-partisan think tank promoting constructive leadership and engagement in international affairs, located in Washington, DC, since January 2014. Mr. Huntsman has also served as a director of Chevron Corporation since 2014, a director of Ford Motor Company since 2012, and a director of Caterpillar, Inc. since 2012. He served as US ambassador to China from 2009 to 2011. Mr. Huntsman served as governor of the state of Utah from 2005 to 2009. He served as an executive and director of Huntsman Corporation in Salt Lake City, Utah from 1993 to 2001.

**ITEM 3**
**LITIGATION**

We have not been involved in any litigation. Other than the actions described below, there is no litigation that must be disclosed in this Item.

**A. PENDING ACTIONS**

None.

**B. CONCLUDED ACTIONS– INVOLVING OUR PREDECESSOR**

_Hilton Hospitality, Inc., and Promus Hotels, Inc. v. KIT, Inc.,_ United States District Court for the District of New Mexico, Civil Action No. CIV-05-126JH.

On February 4, 2005, Promus and Hilton Hospitality, Inc. filed suit against a former Hampton Inn and Suites franchisee seeking injunctive relief, to effectuate a complete de-identification of the hotel and for damages stemming from unpaid franchise fees. On February 28, 2005, the former franchisee, KIT, Inc., filed a counterclaim against Promus asserting claims of tortious interference with a business relationship and certain intentional torts by a Promus employee for allegedly improperly convincing him to voluntarily terminate his agreement with us. On or about May 11, 2005, KIT, Inc. entered into a Stipulation Agreement which permanently precluded KIT, Inc. from using the Hampton brand marks in any way associated with the operation of the hotel. The parties settled the case by agreeing to
dismiss their claims against each other in exchange for mutual releases. Promus did not make any
payment to the former franchisee as part of the settlement. The court entered an Order of Dismissal
with Prejudice on July 12, 2006.

Promus Hotels, Inc. v. Hadnot Hotel Properties, L.L.C., Hadnot Enterprises, L.L.C., British American
Properties Alexandria, L.L.C., Heights Hospitality Corporation, Edwin W. Leslie and Thomas F.
Noons, United States District Court for the Western District of Louisiana, Civil Action No. CV04-2454-
A.

On December 3, 2004, Promus Hotels, Inc. filed suit against a former Hampton Inn franchisee and its
guarantors to collect unpaid franchise fees and to effectuate a complete de-identification of the hotel.
On April 27, 2005, certain defendants, including the franchisee, asserted a counterclaim against
Promus alleging negligent misrepresentation and detrimental reliance based on the counter-plaintiffs’
belief that Promus had consented to the transfer of the underlying license agreement as part of an
overall sale of the hotel. The parties entered into a settlement agreement whereby the defendants
agreed to Promus $25,000 and the parties each agreed to dismiss their claims against each other in
exchange for mutual releases. Promus did not make any payment to the former franchisee as part of
the settlement. The court entered an Order of Dismissal with Prejudice on August 21, 2007.

AJ & J Real Estate Development North, LLC v. Promus Hotels, Inc., The United States District Court
for the Western District of Michigan, Case No. 1:08-cv-2135609 (JTN).

franchisee in Cadillac, Michigan, filed suit against Promus Hotels, Inc., in the Circuit Court for the
County of Wexford, Michigan alleging that the Promus’ removal of AJ&J from the reservation system
and notice of termination for AJ&J’s failure to comply with certain system standards was a violation of
the Michigan Franchise Investment Law. AJ&J has asserted claims against Promus for a temporary
restraining order, preliminary injunction, damages for an alleged violation of the Michigan Franchise
Investment Law, declaratory judgment and unjust enrichment. In addition to injunctive relief, AJ&J is
seeking compensatory damages, costs and attorneys’ fees. On March 3, 2008, Promus removed the
case from state court to the United States District Court for the Western District of Michigan. The
parties entered into a settlement agreement whereby the plaintiff agreed to leave the Hampton Inns
system and to pay outstanding franchise fees and Promus’ attorneys’ fees in an amount totaling
$67,000 in exchange for Promus’ waiver of any liquidated damages. The plaintiff's complaint has
been voluntarily dismissed with prejudice.

Metroplaza Two Associates, LLC, individually and on behalf of LaSalle Bank N.A. as Trustee for the
Registered Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass
Through 2006-C24 v. Hilton Inns, Inc., (Supreme Court of The State of New York, County of Queens,
Index No. 2156/2007).

On January 19, 2007, plaintiff Metroplaza Two Associates, LLC (“Metroplaza Two”), licensee of the
Woodbridge Hilton in Iselin, New Jersey, filed a complaint and a motion, by Order to Show Cause,
seeking a preliminary injunction enjoining Hilton Inns from terminating Metroplaza Two’s Woodbridge
Hilton Franchise License Agreement. On February 22, 2007, plaintiff and a related entity, Metroplaza
III New Jersey Associates, LLC (“Metroplaza III”), filed an Amended Complaint, which alleged,
generally, that Hilton Inns and Promus wrongfully terminated the Franchise License Agreements for
Metroplaza Two’s operating Woodbridge Hilton and Metroplaza III’s planned Homewood Suites Hotel.
Plaintiffs sought a declaratory judgment that the Woodbridge Hilton termination notice was invalid; a
preliminary and permanent injunction enjoining Hilton Inns from enforcing the Woodbridge Hilton
termination notice; compensatory damages arising from Hilton Inns’ issuance of the termination
notice; compensatory damages arising from Promus’s issuance of the Homewood Suites termination notice; and, compensatory and punitive damages arising from Hilton Inns’ alleged tortious interference with the Homewood Suites Franchise License Agreement. The court has granted plaintiffs’ motion for a preliminary injunction, enjoining Hilton Inns from terminating the Woodbridge Hilton Franchise License Agreement, but denied plaintiffs’ motion for a preliminary injunction seeking to enjoin the termination of the Promus Homewood Suites Franchise License Agreement. The court has also granted the motion to intervene filed by plaintiffs’ lender, LaSalle Bank N.A. The parties entered into a Settlement Agreement in 2009 whereby (i) HLT Existing Franchise Holding LLC, as successor in interest to the named defendants issued a cure letter with regard to the Hilton Woodbridge, Metroplaza Two, the Lender and the Hilton parties released all claims against each other, and dismissed all actions involving Metroplaza Two (including dissolving the preliminary injunction) with prejudice; and (ii) all claims involving Metroplaza III were dismissed without prejudice, with mutual releases effective if Metroplaza III applied to Homewood Suites Franchise LLC within 90 days for a new Homewood Suites Franchise License Agreement and the application was accepted. The application was made and approved, and all claims are released.


On or about May 8, 2008, HLT Existing Franchise Holding LLC (“HLT Existing”), as successor-in-interest to Promus Hotels, Inc., filed this action against a former franchisee and its general partners for collection of $233,325.36 in past due amounts under an expired license agreement, plus interest, attorney fees and costs. Defendants filed counterclaims against HLT Existing for breach of contract, breach of covenant of good faith and fair dealing, breach of fiduciary duty, conversion, and tortious interference with contractual relationships and business advantage. All of the counterclaims related to alleged wrongful use by Promus of customer lists and goodwill of the former franchisee. HLT Existing denied liability under the counterclaims. The parties entered into a confidential Settlement Agreement whereby the defendants paid $165,000 in damages, plus court cost of $500 and the parties mutually dismissed all claims with prejudice. The Judgment of Dismissal with Prejudice was entered February 9, 2009.

C. CONCLUDED ACTIONS – INVOLVING HILTON (F/K/A HHC, HWI, AND PARK)

Kathleen Soule v. Hilton Worldwide, Inc. and Doe Defendants 1-50 (Circuit Court, First Circuit, State of Hawaii, Civil No. 13-1-2790-10-KKS (Class Action)

On October 17, 2013, Kathleen Soule, individually and on behalf of all persons similarly situated ("Plaintiff"), filed a civil class action complaint against HWI, alleging that failure to disclose at the time a reservation was made that a resort fee was mandatory was a violation of Hawaii’s Uniform Deceptive Trade Practices Act. Plaintiff sought restitution, disgorgement of gains, actual, punitive and exemplary damages, statutory treble damages, pre-judgment interest, costs and disbursements, including attorneys’ fees and other relief in an unspecified amount. Without admitting any fault or wrongdoing, HWI entered into an agreed settlement with Plaintiff that was submitted to the court for approval in February 2015 and ultimately settled in August 2015. Under the settlement, HWI agreed to pay $178,000 and issue $20 vouchers or gift cards to each affected customer for each night of their covered hotel stays.
Hilton Worldwide, Inc. ("HWI") and the United States Department of Justice ("United States") agreed to a form of Consent Decree ("Consent Decree") addressing alleged violations of Title III of the ADA. The United States alleged that: 1) HWI failed to design and construct its owned facilities constructed for first occupancy after January 26, 1993 ("Post-1993 Hotels") in compliance with the ADA; 2) certain Managed and Franchised Post-1993 Hotels operated under HWI's Brands do not comply with the ADA; 3) HWI failed to provide individuals with disabilities the same opportunity to reserve accessible guestrooms using its on-line and telephonic reservations systems that is available for reserving other Brand hotel rooms; and 4) such actions or practices constitute a pattern or practice of violating Title III of the ADA.

HWI denied that it has violated the ADA at its owned hotels or that it is in any way responsible for any purported non-compliance with the ADA in connection with hotels that it does not own or manage. HWI neither owns nor operates, within the meaning of Title III of the ADA, 42 U.S.C. § 12182(a), the vast majority of Brand Hotels. HWI specifically denied that it operates, within the meaning of Title III of the ADA, 42 U.S.C. § 12182(a), any Franchised Hotels for purposes of liability under 42 U.S.C. § 12182. HWI further stated that its Reservations System provides individuals with disabilities ample opportunity to identify and reserve accessible rooms that are available at hotels within the Reservations System. HWI also denied that it failed to design and construct its hotels in accordance with the requirements of Title III of the ADA. The United States and HWI agreed to resolve these issues through the entry of a Consent Decree, entered by the Court on November 30, 2010, with an Effective Date of March 30, 2011. The Consent Decree applied to HWI and its subsidiaries, including us. During the 4-year term of the Consent Decree, HWI agreed not to engage in any practice that discriminates against any individual on the basis of disability in violation of Title III of the ADA in the provision of lodging and related services and to: 1) undertake certain specific remedial measures with regard to its owned, joint venture, and managed hotels; 2) engage in certain specific actions with regard to prototype designs and the Reservation Service (including the website) to assure their compliance with Title III of the ADA; 3) revise its Brand Standards Manuals to include certain ADA requirements; and 4) provide additional ADA training to its employees and make such training available to its managed and franchised properties. In addition, before: 1) entering into a new franchise or management agreement to convert an existing Post-1993 Hotel to a Franchised Hotel or Managed Hotel; 2) renewing or extending for more than 6 months an existing franchise or management agreement (other than unilateral renewals or extensions by the other party to the agreement) for a Franchised Hotel or Managed Post-1993 Hotel; or 3) consenting to a change of ownership at a Franchised Hotel or Managed Post-1993 Hotel, HWI required the hotel owner to conduct a survey to determine whether the Managed or Franchised Hotel complies with the certain specific requirements of the ADA related to guest rooms and public parking. If the Hotel does not comply with those requirements, the hotel owner was required to develop a plan to make the Hotel compliant within a set period of time. HWI required certain architects' certifications related to newly constructed hotels. HWI agreed to pay the United States $50,000 as part of the resolution of this matter. The term of the Consent Decree was 4 years from the Effective Date, and expired on March 30, 2015.

In re: Online Travel Company (OTC) Hotel Booking Antitrust Litigation (United States District Court, Northern District of Texas, Dallas Division, Case No. 3:12-MD-2405-B, Consol. Civil Action No. 3:12-cv-3515-B).

On February 26, 2013, 31 complaints originally filed in multiple federal courts from August 2012 to February 2013, brought against various online travel companies ("Online Retailers") and hotels, including HWI ("Hotels"), were consolidated for pretrial purposes, and all cases except James Smith et al. v. Orbitz Worldwide, Inc. et al. (United States District Court, Northern District of Texas, Dallas...
Division, Case No. CV-03515-B) were administratively dismissed. Plaintiffs, on behalf of all persons and entities who paid for a room at one of the Hotels reserved through one of the Online Retailers, generally alleged that they purchased hotel room reservations online directly from one of the Online Retailers, and that the Online Retailers conspired with the Hotels to enter into, maintain and/or enforce minimum resale price maintenance agreements in restraint of trade in violation of the Sherman Antitrust Act, 15 U.S.C. § 1 and state antitrust and consumer protection laws. Plaintiffs sought damages, other penalties as allowed by law, permanent injunctive relief, pre-judgment interest, costs of suit, reasonable attorneys' fees and other relief. Defendants filed a Motion to Dismiss on July 1, 2013, which the court granted without prejudice on February 18, 2014. Plaintiffs filed a motion for leave to amend on March 20, 2014. The Court entered an order denying Plaintiffs’ motion for leave to amend, and dismissed the case with prejudice on October 28, 2014.


On or about April 16, 2009, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood") filed a complaint against HHC (which became HWI in December 2009) and two of its employees, Ross Klein and Amar Lalvani, both former Starwood employees. In its complaint, as amended on January 14, 2010, Starwood claimed that Messrs. Klein and Lalvani improperly misappropriated Starwood's confidential and proprietary information and ultimately used that information to develop the Denizen Hotel brand. Starwood asserted the following claims: (i) breach of contract against Messrs. Klein and Lalvani for alleged breach of separate non-solicitation, confidentiality and intellectual property agreements that they signed while employed by Starwood; (ii) tortious interference with contractual relations against HWI for allegedly inducing Messrs. Klein and Lalvani to breach their contracts with Starwood; (iii) fraud against Mr. Klein and aiding and abetting fraud against HWI and Mr. Lalvani; (iv) breach of fiduciary duty against Messrs. Klein and Lalvani and aiding and abetting breaches of fiduciary duty against HWI; (v) misappropriation of trade secrets, unfair competition, theft/conversion, unjust enrichment, and violation of the Computer Fraud and Abuse Act against all defendants; (vi) inducing breach of contract and tortious interference with contract against Messrs. Klein and Lalvani; (vii) fraud against HWI and Mr. Lalvani, and (viii) aiding and abetting fraud against Mr. Klein. Starwood sought preliminary and permanent injunctive relief, enjoining all defendants and their respective officers, agents and employees from: (i) using Starwood property and information, which it claims is proprietary, confidential and trade secrets; (ii) pursuing certain hotel owners in designated locations identified by Starwood or negotiating with investors with whom Starwood has current management contracts; (iii) “purging” from all material and websites information Starwood claims is proprietary, confidential and/or trade secrets and preliminary and permanent injunctive relief, enjoining all defendants and their respective officers, agents and employees from using such information; (iv) requiring HWI to make certain disclosures to property owners and industry professionals; (v) appointing a monitor or monitors over HWI’s compliance with any injunctions; (vi) preliminarily and permanently enjoining HWI for a reasonable period of time from expanding its luxury and lifestyle brands; (vii) the destruction of all information relating to the launch and promotion of the Denizen Hotel brand; (viii) findings of contempt against all defendants and (ix) compensatory and punitive damages against all defendants. On April 23, 2009, the court entered a preliminary injunction, with the consent of all defendants, requiring that the defendants and anyone acting in concert with them: i) cease all development of the Denizen brand; ii) cease using any documents or information that originated from Starwood; and iii) return any such information to Starwood. In December 2010, the parties entered into a Settlement Agreement (“Agreement”) resolving this action, in which HWI and Messrs. Klein and Lalvani consented to the entry of a court-ordered permanent injunction (“Injunction”) enjoining the use or distribution of Starwood’s proprietary, confidential or trade secret information, and imposing other restrictions on HWI’s business activities in the lifestyle hotel or branded boutique space for 2 years. HWI made a $75,000,000 cash payment to Starwood on
December 31, 2010, and furnished other contingent guarantees and consideration to Starwood. The Agreement provided for mutual releases of the parties and the action was stayed during the term of the Injunction. The injunction expired on December 31, 2012, and the action was dismissed on January 30, 2013.


On October 13, 2011, Burgans Block, LLC, a prospective franchisee ("Burgans"), filed a Complaint against Hilton Worldwide, Inc., Homewood Suites Franchise, LLC, HLT ESP Franchise, LLC, Hilton Franchise Holding, LLC, Patrick Speer and Jane Doe Speer. Burgans alleged that it submitted to HLT ESP Franchise, LLC an application for a Home2 Suites Hotel along with $50,000 for the Development Services Fee. Further, Burgans alleged that it made handwritten notes on the materials submitted, stating that a portion of the Development Services Fee was refundable if Burgans and HLT ESP Franchise, LLC could not agree to the terms of a franchise agreement. At the alleged suggestion of Patrick Speer, an employee of HLT ESP Franchise, LLC, Burgans decided to move to a Homewood Suites Hotel and submitted to Homewood Suites Franchise, LLC a second application along with another Development Services Fee. On receipt of the Homewood Suites application, HLT ESP Franchise, LLC returned the application and Development Services Fee for the Home2 Hotel. Burgans and Homewood Suites Franchise, LLC did not reach an agreement on a final franchise agreement for the Homewood Suites Hotel and Burgans requested the return of the Development Services Fee for the Homewood Suites Hotel. Homewood Suites Franchise, LLC disputed that the Development Services Fee was refundable and Burgans filed suit, alleging violation of the Washington Franchise Investment Protection Act, unjust enrichment, negligent misrepresentation, conversion, violation of the Washington Consumer Protection Act, fraud, and breach of contract.

On November 29, 2011, Homewood Suites Franchise, LLC and Burgans entered into a settlement agreement under which Homewood Suites Franchise, LLC paid Burgans $60,000 for a refund of the Development Services Fee and for attorneys’ fees and costs incurred by Burgans. No other defendants paid any compensation to Burgans. At Burgans’ request as required by the settlement agreement, the court dismissed the case with prejudice on December 29, 2011.

Majestic Resorts, Inc. v. HPP Hotels USA, Inc. (f/k/a Conrad Hotels USA, Inc.), Hilton Hotels Corporation, and Conrad Hospitality, LLC (JAMS Arbitration No. 1260000590).

On or about May 4, 2007, Majestic Resorts, Inc. ("Majestic") initiated an arbitration against HPP Hotels USA, Inc. (f/k/a Conrad Hotels USA) ("HPP Hotels"), HHC, and Conrad Hospitality LLC (collectively, the "Conrad Parties") asserting claims for breach of contract, breach of the duty of good faith and fair dealing, promissory estoppel, and intentional and/or negligent misrepresentation. The arbitration was filed after Conrad terminated the management agreement for a proposed Conrad condominium-hotel and Waldorf Astoria residences in Las Vegas when Majestic repeatedly failed to meet project development deadlines. On March 6, 2008 the arbitration panel issued a unanimous award in favor of the Conrad Parties and awarding the Conrad Parties $1,154,601.28 in costs and attorneys’ fees. The arbitration award was confirmed in its entirety on June 10, 2008 by the District Court of Clark County, Nevada, which also awarded the Conrad Parties their attorneys’ fees incurred in confirming the award. Majestic appealed to the Nevada Supreme Court. On February 26, 2010, the Nevada Supreme Court affirmed the District Court’s decision. The time for filing a rehearing has expired.
On or about May 12, 1970, the United States filed a civil complaint against HHC (among other defendants), alleging the violation of Section 1 of the Sherman Act consisting of engaging in a combination and conspiracy in restraint of trade by giving preferential treatment to hotel suppliers paying assessments to the Greater Portland Convention Association and by curtailing or threatening to curtail purchases of hotel supplies from hotel suppliers which did not pay assessments to the Greater Portland Convention Association. On or about November 29, 1971, pursuant to a stipulation filed October 26, 1971, the court entered a final judgment against HHC enjoining and restraining it from engaging in any agreement, understanding, combination, conspiracy or concert of action to give or promise to give preferential treatment in purchasing hotel supplies to any hotel suppliers, or to curtail or terminate or threaten to curtail or terminate the purchase of hotel supplies from any hotel suppliers. The order and injunction further restrained and enjoined HHC from engaging in activities which were the subject matter of the Complaint in the action. This restraining order and injunction applied to HHC, its subsidiaries), and the officers and directors of HHC and its subsidiaries.

Century Pacific, Inc. and Becker Enterprises, Inc. v. Hilton Hotels Corporation, Doubletree Corporation, and Red Lion Hotels, Inc. (United States District Court, Southern District of New York, Case No. 03 CV 8258).

On or about October 17, 2003, two former franchisees of Red Lion Hotels, Inc. (“Red Lion”) filed a complaint against HHC, Doubletree Corporation, and Red Lion asserting claims for violation of Sections 683 and 687 of the New York Franchise Act, common law fraud, negligent misrepresentation, and fraudulent omission, based on HHC’s sale of Red Lion and the Red Lion brand to a third-party. On April 21, 2004, the court dismissed the claims based on the New York Franchise Act. On April 4, 2005, the defendants filed a motion for summary judgment, which was heard on May 5, 2006. On May 10, 2006, the court granted defendants’ motion to strike plaintiffs’ jury demand. On October 16, 2007, the court granted defendants’ motion for summary judgment and dismissed the plaintiffs’ complaint in its entirety. One of the former franchisees subsequently agreed to waive its appeal in exchange for a dismissal of defendants’ counterclaims against it and mutual releases of all known and unknown claims. On December 5, 2008, defendants entered into a settlement agreement with the other former franchisee under which (i) the parties stipulated to entry of a judgment under Rule 54(b) of the Federal Rules of Civil Procedure in favor of defendants on the former franchisee’s claims, (ii) defendants’ counterclaims were stayed pending disposition of the former franchisee’s appeal on the summary judgment ruling, (iii) the parties stipulated to a $400,000 judgment in favor of defendants, to be entered if the former franchisee does not prevail on its appeal, and (iv) the former franchisee placed $300,000 into escrow to be either applied against the judgment or, if the former franchisee is successful on its appeal, returned to the former franchisee. The appellate court affirmed the judgment in favor of HHC on November 25, 2009.

D. LITIGATION AGAINST FRANCHISEES BROUGHT IN 2016

None.

ITEM 4
BANKRUPTCY

One of Hilton Worldwide’s independent directors, Douglas M. Steenland, served as an independent director for another company that filed for bankruptcy protection under the United States Bankruptcy Code in the past ten years.
ITEM 5
INITIAL FEES

Franchise Application Fee

All prospective franchisees must complete an Application for a System Hotel, whether for New Development, Conversion, Change of Ownership, or a Re-licensing situation. The current form Application is attached as Exhibit F. When you submit the Application to us for processing, you must also pay a Franchise Application Fee (“Franchise Application Fee”). The Franchise Application Fee for a New Development or Conversion is $75,000, plus $400 for each additional Guest Room over 150. If you increase the proposed number of Guest Rooms for the hotel after your Application is approved but before the hotel opens under the Brand, you must obtain our approval and pay any additional Franchise Application Fee owed. The Franchise Application Fee for a Re-licensing to the same owner is $75,000. The Franchise Application Fee for a Change of Ownership is $175,000.

Once we approve your Application, the Franchise Application Fee is non-refundable except as described in this Item 5. You must provide all the information we ask for in your Application. If we approve your Application before you supply all of the information, our approval will be conditioned on receiving the rest of the information within the time we specify. If you fail to provide the rest of the information within the specified time, we may terminate our offer. If we approve your Application subject to certain requirements, we may terminate our offer if you fail to meet those requirements. If we terminate our offer, we will not refund the Franchise Application Fee. If you withdraw your Application before we approve it, or if we deny your Application, we will refund the Franchise Application Fee, without interest, less a $7,500 processing fee, which may be waived or reduced at our discretion. If your Application is for a Change of Ownership but the Change of Ownership does not occur, we will refund your Franchise Application Fee, without interest and less a $7,500 processing fee. Under unique circumstances, we and our predecessor have occasionally agreed to give full or partial refunds or to credit the Franchise Application Fee toward the Franchise Application Fee of another application for the Brand if submitted and approved within 6 months or less. We are not obligated to do either.

We may occasionally elect to reduce the Franchise Application Fee after considering criteria which may include: incentives for the development of hotels within the System, a hotel's market position, the property size and the number of hotels in the System operated by a franchisee. We may occasionally negotiate the Franchise Application Fee for franchisees with whom we or our predecessor have previously dealt or in other unique circumstances. We are not obligated to reduce or negotiate the Franchise Application, even if you possess some or all of these characteristics. In 2016, franchisees paid Franchise Application Fees ranging from $37,500 to $113,000 for a New Development or Conversion; from $10,000 to $175,000 for Re-licensing or Change of Ownership.

If you are applying for a franchise for a hotel that was previously operated as a System Hotel, we may require, as a condition of approving your Application, that you pay outstanding royalties and other fees.
due under the prior franchise agreement relating to the System Hotel in addition to the Franchise Application Fee.

**Product Improvement Plan**

If you want to convert an existing hotel to a Hampton Brand hotel or apply for a Change of Ownership or other Re-licensing of an existing Hampton Brand hotel, we charge an additional non-refundable fee of $7,500 to prepare the product improvement plan ("PIP") for the hotel. You must pay the PIP fee before we schedule the PIP inspection. In some circumstances, we may waive the PIP fee or apply the PIP fee towards the payment of your Franchise Application Fee, but we are not obligated to do so. If the hotel is under a PIP, you must participate in the Foundation Model of Revenue Management Consolidated Center ("RMCC") and pay the associated fee.

**Construction Extension Fee**

You must start construction at your hotel by the Construction Commencement Date ("CCD") specified on the Addendum to your Franchise Agreement. The CCD under a Franchise Agreement for New Development situations is 15 months from the date we approve your Application. We establish CCDs for Conversion situations as well as for work on room additions on a project-by-project basis. If you want to request an extension of the CCD for a New Development situation, you must submit a written request before the CCD, describing the status of the project and the reason for the requested extension. If we approve the extension, you must pay a $10,000 extension fee, and we will set the new CCD and project milestone dates. We occasionally waive this fee or may offer to refund it if you meet the extended CCD deadline date.

**Renovation Work Completion Fee**

If you are converting your hotel, you must complete the renovation by the date specified as the renovation work completion date ("RWCD") on the Addendum to your Franchise Agreement. If you want to request an extension of the RWCD, you must submit a written request before the RWCD describing the status of the project and the reason for the requested extension. If we approve the extension, you must pay a $10,000 extension fee, and we will set the new RWCD and project milestone dates. We occasionally waive this fee or may offer to refund it if you meet the extended RWCD deadline date.

**Computer System Fees**

You must install and use our required business software and hardware system, which we may periodically change. Currently, Hilton’s business system, known as OnQ®, is comprised of software that currently includes a proprietary property management component, reservations component, revenue management component, rate and inventory component, learning management component and other components Hilton considers necessary to support the following activities: reservations, distribution, sales, customer relationship management ("CRM"), hotel operations, and business intelligence gathering and analysis. OnQ is linked to a communications network which connects System Hotels to Hilton’s reservation offices and travel planners worldwide. Because of its proprietary nature, Hilton is the only supplier of the OnQ software, including the property management component and revenue management component. The OnQ proprietary software is not available from any other source. We are not able to determine and disclose a separate market price because there is no third-party market for this product. The OnQ system also includes specific hardware required to operate the software system. We may choose to change the way in which the OnQ data is delivered to the property in our sole judgment as changes are made to the architecture of the OnQ product.
A portion of your Monthly Program Fee pays for the standard hardware required for OnQ. This hardware will be provided by third-parties, installed by HSS, and maintained by HSS or its agents. You may only acquire the required hardware for OnQ through the program. Under the OnQ program you do not need to purchase the standard Network Authorized Equipment (as defined in the HITS Agreement, Exhibit G to this Disclosure Document). However if you choose to, you may purchase the hardware from a third-party vendor, but if you do, you must pay the vendor the cost of the equipment in addition to the portion of the Monthly Program Fee you pay us, and you must pay Hilton or HSS for all its reasonable expenses in determining that the hardware meets the exact specifications provided by its Implementation Department. If you purchase the hardware from a third-party vendor, you must pay Hilton or HSS for all its reasonable expenses in determining that the equipment conforms to its specifications; configuration costs; installation costs; reasonable travel and other expenses of Hilton employees and vendors who perform installation services; necessary communication vehicles (phone lines, network connections); and installation fees for connection to communication vehicles. In 2017, we anticipate costs for work to ensure that OnQ hardware from third-party vendors meet Hilton’s technical criteria will range from $5,000 to $10,000 depending on a franchisee's location, local connection charges, and the number of work-stations at the hotel. However, in 2016, no such costs were incurred by franchisees.

In addition to the portion of your Monthly Program Fee that pays for the standard hardware required for OnQ, you must pay Hilton or HSS the related up-front software and installation fees and charges about 45 days before your hotel opens. The standard up-front software (the operating system and interface software) and installation fees and charges will cost between $34,000 and $79,000 and are based on the size of the hotel and number of workstations. The up-front computer costs are not refundable. You must also pay the reasonable travel related and other expenses of Hilton’s or HSS’s employee(s). In 2016, costs for software and installation fees and charges ranged between $34,000 and $79,000.

About 90 to 120 days before your hotel opens, you must sign the agreement for OnQ (“HITS Agreement”) and/or other related agreements we require, which will govern your access to and use of this computerized system. The current HITS Agreement is Exhibit G to this Disclosure Document. The package currently includes hardware, software, installation and support.

If you add or construct additional guest rooms at the hotel at any time after you sign the Franchise Agreement, you must pay Hilton or HSS an additional fee, based on the then current per guest room/suite software fee charged to System Hotels multiplied by the number of additional Guest Rooms.

Under the HITS Agreement and/or other required agreements, you must pay Hilton or HSS for services they provide in connection with the start-up of OnQ. The number of Systems Implementation Consultants (each, an “SIC”) and number of days on site is determined by Hilton or HSS and is based on size and type of hotel. Under the HITS Agreement, an SIC must be on-site for your hotel’s opening. Once the SIC is on-site, any delays in your hotel’s opening will result in additional expense to you. In 2016, delays in a hotel opening date resulted in charges of $700 per SIC per day for each additional day the SIC remained at the hotel, plus the SIC’s additional travel expenses. If the delay resulted in the departure and re-scheduling of the SIC’s on-site service period, a $2,000 re-scheduling fee plus the SIC’s additional travel expenses were charged.

You must provide at your cost the communications vehicles necessary for the support and operation of OnQ, currently including wide area network connections to the Reservations Service, electronic mail and Internet via HSS’s converged Guest Internet Access connection and/or dial-up connection and routers. The cost for the OnQ connectivity will be billed to the hotel by Hilton or HSS at $590 to
$1,260 per month. Guest Internet Access connection billing will begin when the circuit is installed, about 45 days before opening. You must pay any fees that are assessed by the vendor, including rescheduling or cancellation fees. Rescheduling and cancellation fees typically range from $500 to $2,000 per incident depending on circumstances and vendors.

Hilton currently utilizes Microsoft Exchange for electronic mail service. Currently, we pay for the cost of 3 email accounts per month per hotel. The ongoing monthly cost is $7.50 per user per month for all users. You pay for all additional email accounts which are billed to the hotel. The cost for delivery to approved mobile devices is $12.50 per month.

We encourage and may require you to sign a hardware maintenance contract for OnQ. If you sign a maintenance contract for OnQ, you must pay the first month’s fee within 30 days after shipment of the computer equipment. In 2016, these fees ranged from $600 to $1,200 per month. The monthly maintenance fees are subject to increase by us on an annual basis. These fees are non-refundable.

You must provide internet access for all guest rooms, meeting rooms and public spaces at your hotel in accordance with brand standards (“Guest Internet Access”). Our approved Guest Internet Access program is called “StayConnected.” You must purchase and install hardware and software to meet this Guest Internet Access requirement from Hilton or its designee in addition to the hardware and software for OnQ. The additional hardware, software and support must meet requirements and specifications of Hilton or its designee. You must provide a dial in line for out-of-band equipment management at your own cost.

The hardware for Guest Internet Access will be provided by third-parties chosen by HSS, installed by HSS or a third-party that we designate, and maintained by HSS or a third-party that HSS designates. Under rare circumstances, we may permit you to purchase the hardware from a third-party vendor, but if you do, you must pay Hilton or HSS (or the designee of either) all its reasonable expenses in determining that the equipment conforms to its specifications including configuration costs; installation costs; reasonable travel and other expenses of employees and vendors of Hilton or HSS (or the designee of either) who perform installation services; necessary communication vehicles (phone lines, network connections); and installation fees for connection to communication vehicles. In 2016, costs for work to ensure that Guest Internet Access hardware from third-party vendors met the technical criteria ranged from $5,000 to $10,000 depending on a franchisee’s location, local connection charges and the amount of Guest Internet Access equipment purchased for the hotel.

We currently estimate that it will cost between $21,000 and $27,000 for an 80-room hotel, and between $37,000 and $50,000 for a 101-room hotel, depending on the type of solution you deploy. This estimate exclusive of any taxes is based on a hotel with the number of guest rooms and includes hardware, software, installation, and certain other costs and fees, with the exception of structured cable and cabling installation.

The lifespan of hardware and software used in the delivery of Guest Internet Access is 4 years at which time a mandatory refresh of the hardware and software is required. The refresh installation must comply with the same obligations outlined above for all Guest Internet Access installations. We currently estimate that it will cost between $21,000 and $27,000 for an 80-room hotel, and between $37,000 and $50,000 for a 101-room hotel to complete the refresh installation, depending on the type of solution you deploy. This estimate exclusive of any taxes is based on a hotel with the number of guest rooms and includes hardware, software, installation, and certain other costs and fees, with the exception of structured cable and cabling installation.
You must also arrange and pay for the ongoing Guest Internet Access service. You must purchase this service from HSS or its designated supplier. We currently estimate that it will cost (exclusive of any taxes) between $240 and $520 per month for an 80-room hotel, and between $300 and $660 per month for a 101-room hotel. This estimate includes the monthly service for the 24x7 call center support and equipment break-fix maintenance. Your costs will depend on your hotel size and number of meeting rooms.

You must also arrange for the installation of a Guest Internet Access circuit that meets Brand Standards, and pay for the ongoing cost of using the Guest Internet Access circuit. Currently, we estimate that a Guest Internet Access circuit will cost between $1,600 and $3,000 per month for an 80-room hotel, and between $1,600 and $3,000 per month for a 101-room hotel. HSS or its designee will monitor your utilization of the Guest Internet Access circuit. When utilization of the Guest Internet Access circuit reaches 80% of the available capacity during 3 or more consecutive days in any calendar month, the Guest Internet Access circuit is considered “saturated” and not in compliance with Brand Standards. You must upgrade the Guest Internet Access circuit within 45 days after being notified the hotel has a “saturated circuit.”

Under the HITS Agreement, you must pay $1,000 for the preparation of a digital floor plan for your hotel. At the direction of HSS, the digital floor plan will be prepared by a third-party vendor. The floor plan will be used by us and our affiliates, including Hilton Honors Worldwide, to allow Hilton Honors guests to choose their room from a map of the hotel and enable digital check-in. This fee is paid to HSS on or before the opening of your hotel, and is not refundable.

**Training Program Fees**

We provide required training programs that your general manager and/or other key personnel must complete before certification for opening a new Hampton Brand hotel. This training is required for new as well as existing hotels. We may charge you for the training services and materials. As of the date of this Disclosure Document, these costs range from $5,000 to $15,000. You must also bear the cost of wages, travel, lodging and other expenses of your general manager and any other trainees. Training program fees are not refundable.

**Opening Procurement Services**

If we or our affiliates furnish, supply, service or equip your hotel at your request before it opens, then you must pay or reimburse us or them for all costs incurred at your request, and related service fees. In particular, HSM manages and distributes hotel furniture, furnishings, fixtures, equipment and supplies, and certain food and beverage supplies at a discount. We recommend you purchase these items from HSM, as we specify, but you are not obligated to do so. If you choose to buy from HSM, it will invoice you for the cost of the products, plus freight, sales tax and other actual costs, plus a procurement fee that ranges 2% to 8% of the cost of the product. HSM may offer you a payment plan. These payment plans are agreed with each franchisee individually based on the type of project. Currently, HSM offers franchisees the ability to pay the project costs in 5 installments as follows: first – 5%, second – 5%, third – 10%, fourth – 45%, and fifth – 35% of the total. These percentages may be adjusted based on the project’s timeline. Payment dates are also based on the project’s timeline. Payments are due in 30 days. The interest rate for late payments is 18.5% per year, compounded daily. Change orders must be paid in full, either in advance or with the next installment due.
Miscellaneous Services

We, our parents and/or our affiliates may periodically offer you additional services. These could include additional training for you and your employees, assistance in recruiting various types of employees, and other services and programs. Most of these services and programs will be optional, but some, including systems upgrades and changes in System standards, which may require additional mandatory training or participation in additional programs, may be mandatory.

ITEM 6
OTHER FEES

<table>
<thead>
<tr>
<th>TYPE OF FEE</th>
<th>AMOUNT</th>
<th>DUE DATE</th>
<th>REMARKS</th>
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</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
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</tr>
<tr>
<td>Monthly Royalty Fee</td>
<td>6% of Gross Rooms Revenue.</td>
<td>Payable monthly by the 15th day of the following month.</td>
<td>See Note 1.</td>
</tr>
<tr>
<td>Monthly Program Fee</td>
<td>4% of Gross Rooms Revenue.</td>
<td>Payable monthly by the 15th day of the following month.</td>
<td>We may change the Monthly Program Fee. See Notes 1 and 2.</td>
</tr>
<tr>
<td>Room Addition Fee</td>
<td>Currently, $400 per guest room or suite, multiplied by the number of additional guest rooms.</td>
<td>Due with Application for approval.</td>
<td>If you add or construct additional guest rooms at the hotel at any time after you open the hotel under the Brand, you must pay us a Room Addition Fee and sign an amendment to the Franchise Agreement. The fee is non-refundable once we approve your Application.</td>
</tr>
<tr>
<td>OnQ Maintenance Fees</td>
<td>Currently, $600 to $1,200 per month.</td>
<td>Payable Monthly by the 15th day of the following month.</td>
<td>Fee is determined by the number of workstations and other OnQ equipment at your hotel.</td>
</tr>
<tr>
<td>OnQ Connectivity</td>
<td>Currently, $590 to $1,260 per month.</td>
<td>Payable Monthly by the 15th day of the following month.</td>
<td>Fee is determined by the number of workstations and other OnQ equipment at your hotel.</td>
</tr>
<tr>
<td>OnQ E-mail</td>
<td>Currently, $7.50 per user per month and $12.50 per month for delivery to mobile devices.</td>
<td>Email is billed quarterly.</td>
<td>We pay for the cost of 3 email accounts and you pay for all additional email accounts billed to the hotel.</td>
</tr>
<tr>
<td>OnQ Additional Rooms Software Fee</td>
<td>Currently $120 per guest room/suite.</td>
<td>When the additional guest room/suites are completed.</td>
<td>Payable to HSS or Hilton if you add or construct additional guest rooms at the hotel, based on the then current per guest room/suite fee charged to System Hotels multiplied by the number of additional guest rooms.</td>
</tr>
<tr>
<td>Guest Internet Access Service</td>
<td>Currently, per month: $240 to $520 for 80-rooms; or $300 to $660 for 101-rooms.</td>
<td>As invoiced.</td>
<td>You must purchase this service from HSS or its designated supplier. Your cost depends on hotel size and number of meeting rooms.</td>
</tr>
<tr>
<td>Guest Internet Access Circuit Cost</td>
<td>Currently, per month: $1,600 to $3,000 for 80-rooms; or $1,600 to</td>
<td>As Invoiced.</td>
<td>All third-party circuits must meet the Standard before installation. The cost for the guest internet circuits depends on</td>
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<tr>
<td>TYPE OF FEE</td>
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<td>REMARKS</td>
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<td>$$3,000 for 101- rooms.$$</td>
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<td>circuit size, type and physical location of the hotel.</td>
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<tr>
<td><strong>Guest Assistance and Quality Assurance Programs</strong></td>
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<tr>
<td>Guest Assistance Program: Customer Satisfaction Guarantee</td>
<td>Currently, $150 per handled transaction for Hilton Honors Gold members, $200 per handled transaction for Hilton Honors Diamond members and $100 per handled transaction for all other guests.</td>
<td>Within 48 hours of receipt of invoice.</td>
<td>Payable to resolve guest complaints. Our Guest Assistance Agent may offer the guest a cash refund (up to the full cost of the customer’s stay), Hilton Honors point rebate, Hilton gift cards or complimentary return stay to resolve the complaint to the customer’s satisfaction. You are billed the cost of the rebate plus the handling fee.</td>
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<tr>
<td>Hotel must honor a 25% discount off the lower rate on all approved claims.</td>
<td>When the stay is consumed.</td>
<td></td>
<td>25% discount applies if a guest finds a lower qualifying rate for a qualified booking at your hotel. After the Guest Assistance Department confirms the lower rate is available for booking through a third-party channel, the claim is approved and the rate is adjusted.</td>
</tr>
<tr>
<td>Guest Assistance Program: First Contact Resolution</td>
<td>Currently, $15 administrative fee.</td>
<td>Within 10 days of billing.</td>
<td>Payable if more than 5 files are created in a month by Guest Assistance to resolve guest complaints about products, services or cleanliness. You must pay the cost of any compensation we provide to any guest to resolve the complaint, even if the fee does not apply.</td>
</tr>
<tr>
<td>Quality Assurance Re-evaluation Fee</td>
<td>Currently, $2,500 per re-evaluation visit.</td>
<td>Within 10 days of billing.</td>
<td>Payable each time we conduct a special on-site quality assurance evaluation: after your hotel has failed a follow-up quality assurance evaluation or to verify that deficiencies noted in a quality assurance evaluation report or PIP have been corrected or completed by the required dates or for any additional evaluations exceeding 2 annually, or if your Hotel fails to open during the initial Quality Assurance opening evaluation. You must also provide complimentary lodging for the quality assurance auditor.</td>
</tr>
<tr>
<td>Quality Improvement Program for Failure to Meet Minimum Performance Standards</td>
<td>Currently: (1) $495 per month; and (2) a 1-time fee of $3,950 to $4,950.</td>
<td>Within 10 days of billing.</td>
<td>If your hotel is issued a Brand notice of failure to meet minimum performance standards, your hotel must participate in the following services for a period of at least 12 months: (1) Customer Feedback Monitoring Service, and (2) Gallup Q12 Team Member Survey and Coaching.</td>
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<tr>
<td>Conferences and Training</td>
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<tr>
<td>Brand Conference</td>
<td>Currently $1,500 per attendee.</td>
<td>Before attendance.</td>
<td>Your general manager must attend the brand conference, which is usually held annually. The dates, location and duration of the conference vary from year to year. You must also bear the cost of wages,</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
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<tr>
<td>General Manager Leader Program</td>
<td>Currently, $3,500 per attendee.</td>
<td>Before attendance.</td>
<td>Your general manager must attend this orientation to Brand Resources and Support.</td>
</tr>
<tr>
<td>Pre-Opening Hampton Training Kit</td>
<td>Currently, $1,800 per hotel.</td>
<td>As invoiced.</td>
<td>All Management and employees of the hotel must successfully complete this program before the opening of your hotel and/or within 60 days of hire.</td>
</tr>
<tr>
<td>Hampton Sales Leader Training</td>
<td>Currently, $1800 per attendee.</td>
<td>Before attendance.</td>
<td>You must have 1 individual certified in this training.</td>
</tr>
<tr>
<td>Training Programs and Training Materials</td>
<td>Varies from $0 to $5,000 per attendee per program.</td>
<td>Before class or material delivery.</td>
<td>In some cases, you must pay wages, travel, lodging and other miscellaneous expenses of your attendees, or the expenses of our trainers.</td>
</tr>
<tr>
<td><strong>Frequent Customer, Affiliation and Distribution Programs</strong></td>
<td></td>
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</tr>
<tr>
<td>AAA/CAA Rewards and Discounts</td>
<td>Currently, $0.30 per available room.</td>
<td>Billed on DS/TAC invoice in Q2.</td>
<td>Payable annually for American Automobile Association and Canada Automobile Association approved hotels.</td>
</tr>
<tr>
<td>EDGE Program</td>
<td>Currently, 4.25% for each commissionable reservation received through EDGE.</td>
<td>If invoiced, within 15 days of billing. If through ACH, on the 12th business day of the month.</td>
<td>EDGE combines ecommerce and Demand Generation. We pay major search engines to place listings for System Hotels in “sponsored search” results. Consumers who click on our sponsored search are referred to brand.com. If the consumer books a hotel on brand.com and completes a stay, you pay a commission to us for that booking. This fee is in addition to any other applicable reservation fees.</td>
</tr>
<tr>
<td>FastPay (Centralized Group Meeting Payment Program)</td>
<td>Currently $0.18 per transaction, which includes commissionable reservations plus cancellations, no-shows and non-commissionable reservations.</td>
<td>If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.</td>
<td>All Hilton brand hotels are automatically enrolled in this program unless an opt-out form is submitted, but we may require you to participate in the future. The program centralizes and automates third-party group and meeting planner commissions into 1e payment for all Hilton Worldwide hotels. Hilton Worldwide may also perform reconciliation services for these payments.</td>
</tr>
<tr>
<td>Frequent Traveler/Guest Reward Program</td>
<td>Currently, 4.9% of total eligible guest folio.</td>
<td>10 days after billing.</td>
<td>You must participate in any brand specific or System-wide guest frequency or reward program. Currently, you must participate in Hilton Honors. These programs are subject to change. See Note 3.</td>
</tr>
<tr>
<td>Hilton Plus Program</td>
<td>$0.18 transaction fee applies to all bookings through Hilton Plus. This fee applies to no-show, canceled, commissionable and non-commissionable reservations. Hotel is billed 10% commission on the consumed hotel</td>
<td>If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.</td>
<td>The Hilton Plus Program is mandatory for all hotels in the System and gives the hotel the ability to sell vacation packages, combining rooms, air, car, and other travel components. Only the hotel room revenue component associated with a Hilton Plus package consumed sale is commissionable to the Packaging Technology Provider. Hotel receives 25% credit on the positive gross margin generated from the non-hotel</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-------------------------------------</td>
<td>-----------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Third-Party Reservation Charges</td>
<td>Currently, $5.28 per stay.</td>
<td>If invoiced, within 15 days of billing. If ACH, on the 20th day of each month.</td>
<td>Components of the Hilton Plus Package. Currently includes the costs and fees incurred in connection with Third-Party Reservation systems, such as GDS, airline reservation services, internet and other service reservation providers for using their distribution system for reservations.</td>
</tr>
<tr>
<td>Travel Planner Centralized Payment Program (“TPCP”)</td>
<td>Currently, up to 10% commission and $0.18 per transaction processing charge.</td>
<td>If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.</td>
<td>Participation is mandatory. TPCP consolidates all commissionable consumed travel planner bookings and remits one payment per agency. Commission is payable on the total room rate and other commissionable charges, and transaction charge is payable on commissionable and non-commissionable reservations, no-shows and cancellations.</td>
</tr>
<tr>
<td>Unlimited Rewards Travel Counselor Incentive and Loyalty Program</td>
<td>Weekday stay (Monday - Thursday nights) = $0.71; Weekend stay (with 1 Fri/Sat/Sun night) = $1.42; Weekend stay (with 2 Fri/Sat/Sun nights) = $2.13. For Double Dollars, these amounts increase to $1.42, $2.63, and $3.84, respectively.</td>
<td>If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.</td>
<td>Mandatory participation for all hotels participating in the TPCP program. These funds are remitted to Avis Budget (a portion is paid to the travel planner; Avis Budget retains the remaining amount as a processing fee).</td>
</tr>
</tbody>
</table>

**Transfers, Re-licensing and Financing**

<table>
<thead>
<tr>
<th>Change of Ownership Application Fee</th>
<th>Currently, $175,000.</th>
<th>With Application</th>
<th>Payable for any proposed transfer that does not qualify as a Permitted Transfer.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processing Fee for Permitted Transfers</td>
<td>Currently, $5,000.</td>
<td>When you submit a request for our approval</td>
<td>Payable for any proposed Permitted Transfer that requires our consent.</td>
</tr>
<tr>
<td>Re-licensing Application Fee</td>
<td>Currently, $75,000.</td>
<td>With Application</td>
<td>Payable for Re-licensing to an existing franchisee.</td>
</tr>
<tr>
<td>Lender Comfort Letter Processing Fee</td>
<td>Currently $3,000.</td>
<td>Before we issue a Lender Comfort Letter</td>
<td>We will only issue a Lender Comfort Letter if you request it.</td>
</tr>
<tr>
<td>Public Offering or Private Placement Processing Fee</td>
<td>Currently, $5,000.</td>
<td>When you submit a request for our approval</td>
<td>You must pay any additional costs we may incur in reviewing your documents, including reasonable attorneys’ fees.</td>
</tr>
</tbody>
</table>

**Management Fees**

| Management Fees                                      | Fees will be established by mutual agreement. | As incurred. | Payable if you enter into a management agreement with us or our affiliate. You may hire an outside management company with our approval. |

**Remedies and Damages**

<table>
<thead>
<tr>
<th>Actual Damages Under Special Circumstances</th>
<th>Varies.</th>
<th>On demand.</th>
<th>Payable under certain circumstances for the termination of your Franchise Agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audit</td>
<td>Actual deficiency plus interest.</td>
<td>On demand.</td>
<td>Payable if audit reveals that you understated or underpaid any payment due...</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>------------------------------------------------------------------------</td>
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<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Default Remedies</td>
<td>Reimbursement of all of our expenses.</td>
<td>As incurred.</td>
<td>Our expenses may include attorneys’ fees, court costs, and other expenses reasonably incurred to protect us and the Entities or to remedy your default.</td>
</tr>
<tr>
<td>Indemnification</td>
<td>Reimbursement for all payments by us or our affiliates due to any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding arising from any claimed occurrence at your hotel.</td>
<td>As incurred.</td>
<td>You must reimburse us for all expenses including attorneys' fees and court costs we reasonably incur to protect us, our subsidiaries or affiliates or to remedy your defaults under the Franchise Agreement. You must also defend us, Hilton Worldwide, and each of such entities’ current and/or future subsidiaries, and affiliates and any of their officers, directors, employees, agents, successors and assigns.</td>
</tr>
<tr>
<td>Insurance</td>
<td>Actual amount.</td>
<td>On demand.</td>
<td>Payable if you do not obtain or maintain the required insurance or policy limits described in the Manual, and we choose to obtain and maintain the insurance for you.</td>
</tr>
<tr>
<td>Liquidated Damages for Unauthorized Opening</td>
<td>$5,000 per day that your hotel is open without authorization.</td>
<td>On demand.</td>
<td>Payable if you open before we give you written authorization to open, plus our costs, including attorneys’ fees.</td>
</tr>
<tr>
<td>Liquidated Damages for Pre-Opening Termination</td>
<td>The System’s Average Monthly Royalty Fees multiplied by 60.</td>
<td>On demand.</td>
<td>Payable if we terminate the Franchise Agreement: (1) before you begin Hotel Work and you or a Guarantor enter into an agreement for, or begin the construction or operation of, another hotel at the site within 1 year after termination; or (2) after you begin the Hotel Work but before you open (unless excused by Force Majeure). See Note 4.</td>
</tr>
<tr>
<td>Liquidated Damages for Post-Opening Termination</td>
<td>The greater of: (a) the Hotel’s Average Monthly Royalty Fees multiplied by 60; or (b) the System’s Average Monthly Royalty Fees multiplied by 60.</td>
<td>On demand.</td>
<td>Payable if we terminate the Franchise Agreement on or after the Opening Date but before the 2nd anniversary of the Opening Date. See Note 4.</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
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<td>--------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Service Charges for Overdue Payments</td>
<td>1.5% per month or highest percentage permissible by law, whichever is less.</td>
<td>On demand.</td>
<td>Payable if you do not make any payment to us or our affiliates when due.</td>
</tr>
<tr>
<td>Taxes</td>
<td>Actual amount.</td>
<td>On Demand</td>
<td>Payable if any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you are required to make to us under the Franchise Agreement.</td>
</tr>
<tr>
<td><strong>Miscellaneous Services and Programs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultation Fees</td>
<td>Set by us on a project-by-project basis.</td>
<td>When we request.</td>
<td>Payable if we make consultation and advice services available to you at your request.</td>
</tr>
<tr>
<td>TMC/Consortia Program</td>
<td>Currently, $2.70 for each consumed night booked under the TMC/Consortia “parity” rate.</td>
<td>If invoiced, within 15 days. If ACH, the 12th business day of each month.</td>
<td>You must participate in BOTH or NEITHER of the TMC/Consortia Program and the TMC Pay-On-All-Pay-For Performance Program. The list of participating travel planner accounts can and will vary depending on negotiations with accounts. We pay a portion of the fee directly to the travel planner account; the remainder is used to fund marketing efforts with travel planner accounts and as a processing charge. The fee is subject to change.</td>
</tr>
<tr>
<td>TMC Pay-On-All-Pay-For Performance Program</td>
<td>Currently, $1.03 for each consumed night booked by a TMC travel planner.</td>
<td>If invoiced, within 15 days. If ACH, the 12th business day of each month.</td>
<td>You must participate in BOTH or NEITHER of the TMC/Consortia Program and the TMC Pay-On-All-Pay-For Performance Program. The list of participating travel planner accounts can and will vary depending on negotiations with accounts. We pay a portion of the fee directly to the TMC; the remainder is used to fund marketing efforts with the TMC and as a processing charge. The fee is subject to change.</td>
</tr>
<tr>
<td>FedRooms Program/</td>
<td>Currently, 2.75% of room revenue – for each consumed stay booked under the program SRP.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of the month.</td>
<td>This is a government and military travel program. You are not required to participate. We pay the entire fee to FedRooms. The fee is subject to change.</td>
</tr>
<tr>
<td>CWTSatoTravel Program</td>
<td>Currently, $2.70 for each consumed night booked under the program SRP, and standard travel agency commissions ranging from 8% to 10%.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of the month.</td>
<td>This is a government and military travel program. You are not required to participate. We pay a portion of the fee to CWTSatoTravel. The remainder is used to fund marketing efforts with CWTSatoTravel and as a processing charge. The fee is subject to change.</td>
</tr>
<tr>
<td>DOD Preferred Program</td>
<td>Currently, 2.75% of room revenue for each consumed stay booked under the program SRP.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of the month.</td>
<td>This is a government and military travel program that may be offered to you in the future. If offered, you are not required to participate. We pay the entire fee to DOD Preferred. The fee is subject to change.</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
</tr>
<tr>
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</tr>
<tr>
<td>Omega World Travel Government/Consortia Programs</td>
<td>Currently, $2.70 for each consumed night booked under the programs’ SRPs, and standard travel agency commissions ranging from 8% to 10%.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of each month.</td>
<td>Payable if you participate in either of these programs. We pay a portion of the fee directly to Omega World Travel in lieu of annual participation fees. The remainder is used to fund training and marketing directed at the agents booking hotels. The fees are subject to change.</td>
</tr>
<tr>
<td>ADTRAV Government Pay for Performance Fee</td>
<td>Currently $2.70 for each consumed night booked under the program SRP, and standard travel agency commissions ranging from 8% to 10%.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of each month.</td>
<td>Payable if you participate. We pay a portion of the fee directly to ADTRAV in lieu of “up-front” annual participation fees for preferred status. The remainder is used to pay for training and marketing directed at the agents booking hotels. The fee is subject to change.</td>
</tr>
<tr>
<td>ResMax Program</td>
<td>Currently, 2.03% to 5.64% of consumed revenue from ResMax booking. Rate varies due to ADR, hotel type and other factors.</td>
<td>As required by us or our affiliate.</td>
<td>Payable if you enroll in this optional, supplemental service. However, ResMax with the Auto Attendant feature may be required in certain circumstances. If your hotel is not enrolled in ResMax and accepts a referral, we may charge you a fee of up to 5% of consumed revenue from the ResMax booking. See Note 5.</td>
</tr>
<tr>
<td>Revenue Management Consolidated Center (&quot;RMCC&quot;)</td>
<td>Foundation Model one-time fee of $1,450. Standard Service Model $1,045 monthly. Intermediate Service Model $2,045 monthly. Premier Service Model $2,995 monthly, plus optional budgeting service $4,000 annually. Analyst Only Model $495 to $1,495 monthly.</td>
<td>Within 10 days of billing.</td>
<td>Payable if you enroll in this optional, supplemental service. However, RMCC may be required in certain circumstances. See Note 6.</td>
</tr>
<tr>
<td>Revenue Generation Improvement Program</td>
<td>See above for ResMax Program with Auto Attendant and RMCC fees.</td>
<td>Within 10 days of billing.</td>
<td>If your hotel fails to meet minimum performance standards based on the Revenue Performance Scorecard, we may require your hotel to participate in the ResMax Program with Auto Attendant and/or RMCC (in the applicable Model level) for 1 to 2 years. See above for ResMax and RMCC details.</td>
</tr>
<tr>
<td>Procurement and Service Fees</td>
<td>Currently, 2% to 8% of product cost.</td>
<td>Within 10 days of billing.</td>
<td>Payable if you buy from HSM, in addition to product cost, freight, sales tax and any other actual costs incurred on your behalf.</td>
</tr>
</tbody>
</table>
* Unless otherwise indicated, all fees described in this Item 6 are payable to, and imposed by, us or our affiliates and are non-refundable. Other than the Monthly Royalty Fee and liquidated damages, the fees are subject to change.

NOTES

1. "Gross Rooms Revenue" means all revenues derived from the sale or rental of guest rooms (both transient and permanent) of the hotel, including revenue derived from the redemption of points or rewards under the loyalty programs in which the hotel participates, amounts attributable to breakfast (where the guest room rate includes breakfast), resort fees, urban fees and similar fees, late cancellation fees, and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any Guest Room rebates and overcharges, and will not include taxes collected directly from patrons or guests. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included, and not deducted from, the calculation of Gross Rooms Revenue.

If there is a fire or other insured casualty at your hotel that results in a reduction of Gross Rooms Revenue, the Monthly Program and Monthly Royalty Fees will be equal to the Monthly Program and Monthly Royalty forecasted on the basis of the Gross Rooms Revenue amount you agree on with your insurer(s). However, we have the right to participate with you in negotiating the value of your Gross Rooms Revenue claim with your insurer(s). We can require you to transmit all payments required under the Franchise Agreement by wire transfer or other form of electronic funds transfer. You must bear all costs of wire transfer or other form of electronic funds transfer.

If you are an existing franchisee under a Franchise Agreement executed before April 1, 2005, and we chose to relicense your hotel (and the re-licensing does not involve a Change of Ownership), then we will freeze the Monthly Royalty Fee at 4% of Gross Rooms Revenue for the period from execution of the new Franchise Agreement through the 25th anniversary of the date the hotel first began operating as a System Hotel. After the 25th anniversary of the date the hotel first began operating as a System Hotel, the Monthly Royalty Fee will increase to the standard Monthly Royalty Fee rate in effect when the new Franchise Agreement was executed.

We occasionally reduce the Monthly Royalty Fee for multi-unit or more experienced franchisees, for franchisees with whom we have previously dealt, for conversions, or for franchisees in other unique circumstances. However, we do not always do so and may choose not to reduce your Monthly Royalty Fee, even if you possess some or all of these characteristics. We agreed to modify the Monthly Royalty Fee in 106 instances during 2016.

2. We may periodically offer qualifying franchisees incentive programs that may reduce the Monthly Program Fee, but never less than 3.5%. We may change the Monthly Program Fee rate system-wide at any time but the Monthly Program Fee rate will not exceed the current rate plus 1% of Gross Rooms Revenue over the term of the Franchise Agreement. The Monthly Program Fee pays for various programs to benefit the System, including (i) advertising, promotion, publicity, public relations, market research, and other marketing programs, (ii) developing and maintaining directories and Internet sites for System Hotels; (iii) developing and maintaining the Reservation Service systems and support; (iv) quality assurance programs; and (v) administrative costs and overhead related to the administration or direction of these projects and programs. We may create any programs and allocate monies derived from Monthly Program Fees to any regions or localities. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions periodically offered by us or Hilton Worldwide in which you voluntarily choose to participate. These fees also do not cover the cost of operating the hotel in accordance with the Standards or the Manual.
3. You must participate in, and pay all charges related to, our marketing programs not covered by Monthly Program Fees, and all guest frequency programs we require, including the Hilton Honors Worldwide guest reward programs or any successor programs. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or Hilton offer to the public on your behalf, any room rate quoted to any guest when the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. We and our affiliates' other hotel brands may also participate in these programs. These programs are subject to change. You pay your share of the costs of the programs.

Currently, these programs include the Hilton Honors™ guest reward program operated by Hilton Honors Worldwide, and airline and rental car company frequent user programs in which Hilton participates. The Hilton Honors™ guest reward program was originally called “Hilton HHonors®” and changed its name to Hilton Honors™ in February 2017.

Hilton Honors members may accumulate Hilton Honors points with most stays for all eligible dollars spent at participating Hilton Honors hotels. Hilton Honors members can obtain frequent flyer mileage credit in 1 participating airline's frequent flyer program per stay with most stays at participating Hilton Honors hotels. Hilton Honors members may earn both points and frequent flyer mileage credit for the same stay at participating hotels. Hilton Honors members may also earn additional points for using Hilton Honors car rental and/or other partners in conjunction with a stay and may periodically earn additional point and/or mileage bonuses through promotional activity. The only room rates that are not eligible for Hilton Honors point and/or mileage earnings are wholesale/tour operator packages, contracted airline crew rates, complimentary or barter rooms, stays on NET Group/Series Group/IT Group rates, contracted Entertainment or Encore rates, stays using airline percent-off award certificates, stays that are booked via third-party websites other than the websites of Hilton Honors airline partners. Hilton Honors members may redeem their accumulated points for discounted and free hotel room nights and other rewards. Terms of the Hilton Honors program are subject to change. Pricing is subject to change and is reviewed annually.

These basic program fees are assessed on any stay for which a guest (a) earns Hilton Honors points or (b) earns both Hilton Honors points and airline mileage credit. Additional Hilton Honors bonus points that members earn as a result of promotions that your hotel agrees to participate in will result in an additional fee payable by your hotel based on a set cost per point or a percentage of the eligible guest folio, depending on the type of promotion. Similarly, bonus airline mileage credit that guests earn as a result of promotions that your hotel agrees to participate in will result in an additional fee payable by your hotel – amount varies by participating airline partner program. All program costs are subject to change.

In addition to the basic program fees outlined above, hotels are also responsible for the cost of certain guest amenities provided to Hilton Honors members. Hotels must allocate a certain percentage of rooms inventory for free night reward redemption by Hilton Honors members as specified by the Hilton Honors program. Hotels will be reimbursed for these reward redemptions on the same basis as other similarly situated participating hotels as specified by the Hilton Honors program.

4. The term “Hotel’s Average Monthly Royalty Fees” means: (a) if the Hotel has been operating for at least 24 months, the amount of all Monthly Royalty Fees due under the Franchise Agreement for the 24 month period before the month of termination divided by 24; and (b) if the Hotel has not been operating for at least 24 months, the amount of all Monthly Royalty Fees due under the Franchise Agreement for the period between the Opening Date and the termination date divided by the number of months between the Opening Date and the termination date. Any percentage fee
discounts (including fee ramps) are excluded from the calculation of Hotel’s Average Monthly Royalty Fees.

The term “System’s Average Monthly Royalty Fees” means the average Monthly Royalty Fees per Guest Room owed to us by all System Hotels in operation in the United States over the 12 full calendar month period immediately preceding the month of termination, multiplied by the number of approved Guest Rooms at the Hotel. Any percentage fee discounts (including fee ramps) are excluded from the calculation of System’s Average Monthly Royalty Fees. For the avoidance of doubt, any System Hotel that has not been in operation for at least 12 full calendar months immediately preceding the month of termination is not included in determining the System’s Average Monthly Royalty Fees.

5. ResMax with Auto Attendant provides additional reservation call handling services by automatically transferring reservation calls to a ResMax sales specialist. ResMax with Auto Attendant may be required under the Revenue Generation Improvement Program if your hotel fails to meet minimum performance standards based on the Revenue Performance Scorecard. If your hotel is not enrolled in ResMax, you will have to enroll to activate the Auto Attendant feature. We will determine the length of time you are required to participate based on your hotel’s individual circumstances, which is normally 1 to 2 years. The ResMax Program requirements and fees are subject to change.

6. RMCC provides revenue management analysis, strategy, and coaching services to franchisees. RMCC offers different levels of service based on tiered Models. RMCC is optional except in the following circumstances: (a) the Foundation Model is required if a PIP is required for your hotel; (b) the Standard Service Model is required if you are a first-time franchise owner, you are building a new construction hotel, your hotel will be your first Hampton franchise, or if you change your General Manager; and (c) the Premier Model is required if you project your hotel to generate (or it does generate) over $8 million in annual gross room revenue, or if we determine it is in a dynamic market with a complex mix of business and a need for forecasting support.

In addition, you may be required to participate in RMCC under the Revenue Generation Improvement Program if your hotel fails to meet minimum performance standards based on the Revenue Performance Scorecard. We determine the Model level that is appropriate for your hotel based on its circumstances. In lieu of the other Models, we may permit you to enroll in the Analyst Only Model if your hotel will be supported by a professional revenue management team, but we are not required to do so. If RMCC is required you must pay us a $750 onboarding fee and the applicable fees for your Model. We will determine the length of time you are required to participate based on the Model and your hotel’s individual circumstances, which is normally 1 to 2 years. RMCC requirements and fees are subject to change.
ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
HAMPTON INN (80 ROOMS)

<table>
<thead>
<tr>
<th>Type of Expenditure</th>
<th>Amount</th>
<th>Method Of Payment</th>
<th>When Due</th>
<th>To Whom Payment is to be Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franchise Application Fee Note 1</td>
<td>$75,000</td>
<td>Lump Sum</td>
<td>With Franchise Application</td>
<td>Us</td>
</tr>
<tr>
<td>Product Improvement Plan Note 2</td>
<td>$0 to $7,500</td>
<td>Lump Sum</td>
<td>Before preparation</td>
<td>Us</td>
</tr>
<tr>
<td>Market Study Note 3</td>
<td>Varies</td>
<td>As arranged</td>
<td>As arranged</td>
<td>Supplier</td>
</tr>
<tr>
<td>Environmental Assessment Note 4</td>
<td>Varies</td>
<td>As Arranged</td>
<td>As arranged</td>
<td>Seller</td>
</tr>
<tr>
<td>Real Property Note 5</td>
<td>Varies</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Construction/Leasehold Improvements Note 6 and 7</td>
<td>$5,200,000 to $8,700,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Design and Engineering Fees</td>
<td>$150,000 to $400,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Furniture, Fixtures and Equipment Note 8</td>
<td>$725,000 to $1,500,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Inventory and Operating Equipment Note 9</td>
<td>$80,000 to $170,000</td>
<td>As Arranged</td>
<td>Before Opening</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Signage Note 10</td>
<td>$15,600 to $75,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Computer Hardware and Software Notes 11, 12</td>
<td>$37,570 to $86,380</td>
<td>Cash, Check or Wire Transfer</td>
<td>45 days before opening</td>
<td>Affiliates and Suppliers</td>
</tr>
<tr>
<td>Guest Internet Access Program Note 11</td>
<td>$26,520 to $37,560</td>
<td>Cash, Check or Wire Transfer</td>
<td>45 days before opening</td>
<td>Affiliates and Suppliers</td>
</tr>
<tr>
<td>Delphi Sales and Events System Note 11</td>
<td>$1,900 to $9,000</td>
<td>As required</td>
<td>As incurred</td>
<td>Supplier</td>
</tr>
<tr>
<td>Required Pre-Opening Training Note 13</td>
<td>$5,000 to $15,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Affiliates and Suppliers</td>
</tr>
<tr>
<td>ADA Consultant Fee Note 14</td>
<td>$2,500 to $10,000</td>
<td>Lump Sum</td>
<td>As Arranged</td>
<td>Us or a Supplier</td>
</tr>
<tr>
<td>Construction/Renovation Extension Fees Note 15</td>
<td>$0 to $10,000</td>
<td>Lump Sum</td>
<td>When requested</td>
<td>Us</td>
</tr>
<tr>
<td>Insurance Note 16</td>
<td>Varies</td>
<td>As Required</td>
<td>As Required</td>
<td>Agent/Insurer</td>
</tr>
<tr>
<td>Organizational Expense Note 17</td>
<td>$50,000 to $100,000</td>
<td>As Agreed</td>
<td>As Agreed</td>
<td>Accountant/Attorney</td>
</tr>
<tr>
<td>Type of Expenditure</td>
<td>Amount</td>
<td>Method Of Payment</td>
<td>When Due</td>
<td>To Whom Payment is to be Made</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
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</tr>
<tr>
<td>Franchise Application Fee Note 1</td>
<td>$75,000</td>
<td>Lump Sum</td>
<td>With Franchise Application</td>
<td>Us</td>
</tr>
<tr>
<td>Product Improvement Plan Note 2</td>
<td>$0 to $7,500</td>
<td>Lump Sum</td>
<td>Before preparation</td>
<td>Us</td>
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<tr>
<td>Market Study Note 3</td>
<td>Varies</td>
<td>As arranged</td>
<td>As arranged</td>
<td>Supplier</td>
</tr>
<tr>
<td>Environmental Assessment Note 4</td>
<td>Varies</td>
<td>As Arranged</td>
<td>As arranged</td>
<td>Seller</td>
</tr>
<tr>
<td>Real Property Note 5</td>
<td>Varies</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Construction/Leasehold Improvements Note 6 and 7</td>
<td>$6,000,000 to $12,000,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Design and Engineering Fees</td>
<td>$180,000 to $500,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Furniture, Fixtures and Equipment Note 8</td>
<td>$1,200,000 to $2,000,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Inventory and Operating Equipment Note 9</td>
<td>$90,000 to $190,000</td>
<td>As Arranged</td>
<td>Before Opening</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Signage Note 10</td>
<td>$16,500 to $80,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Computer Hardware and Software Notes 11 and 12</td>
<td>$37,570 to $86,380</td>
<td>Cash, Check or Wire Transfer</td>
<td>45 days before opening</td>
<td>Affiliates and Suppliers</td>
</tr>
<tr>
<td>Guest Internet Access Program Note 11</td>
<td>$42,700 to $60,980</td>
<td>Cash, Check or Wire Transfer</td>
<td>45 days before opening</td>
<td>Affiliates and Supplier</td>
</tr>
<tr>
<td>Description</td>
<td>Range</td>
<td>Payment Method</td>
<td>Responsible Party</td>
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<tr>
<td>-------------------------------------------------------</td>
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<tr>
<td>Delphi Sales and Events System Note 11</td>
<td>$1,900 to $9,000</td>
<td>As required</td>
<td>As incurred</td>
<td>Supplier</td>
</tr>
<tr>
<td>Required Pre-Opening Training Note 13</td>
<td>$5,000 to $15,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Affiliates and Suppliers</td>
</tr>
<tr>
<td>ADA Consultant Fee Note 14</td>
<td>$2,500 to $10,000</td>
<td>Lump Sum</td>
<td>As Arranged</td>
<td>Us or a Supplier</td>
</tr>
<tr>
<td>Construction/Renovation Extension Fees Note 15</td>
<td>$0 to $10,000</td>
<td>Lump Sum</td>
<td>When requested</td>
<td>Us</td>
</tr>
<tr>
<td>Insurance Note 16</td>
<td>Varies</td>
<td>As Required</td>
<td>As Required</td>
<td>Agent/Insurer</td>
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<tr>
<td>Organizational Expense Note 17</td>
<td>$50,000 to $110,000</td>
<td>As Agreed</td>
<td>As Agreed</td>
<td>Accountant Attorney</td>
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<tr>
<td>Permits, Licenses and Governmental Fees Note 18</td>
<td>$80,000 to $160,000</td>
<td>As Arranged</td>
<td>Before Opening</td>
<td>Suppliers</td>
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<tr>
<td>Miscellaneous Pre-Opening and Project Management Expenses Note 19</td>
<td>$80,000 to $400,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
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<tr>
<td>Contingencies Note 20</td>
<td>$300,000 to $825,000</td>
<td>As Incurred</td>
<td>As Agreed</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Additional Funds Note 21</td>
<td>$150,000 to $550,000</td>
<td>As Incurred</td>
<td>As Incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td><strong>TOTAL Note 22</strong></td>
<td><strong>$8,311,170 to $17,088,860</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTES**

1. See Item 5 for additional information about the Franchise Application Fee.

2. If you apply to convert an existing hotel to a System hotel or apply for a Change of Ownership or other Re-Licensing, we may charge a PIP fee.

3. For all new System hotels, we recommend and may require a market study from a nationally recognized independent firm which discusses the competition for your proposed hotel, together with a minimum 5-year operating pro forma from you, based on the market study, showing your anticipated operating results. While we do not require prospective franchisees who are converting existing hotels to obtain a market study, occasionally we may encourage a prospective franchisee to commission a market study to evaluate the economic consequences of conversion. Our acceptance of the market study with a pro forma is not a financial performance representation on our part or a ratification of the projections performed by the consultant.

4. Before you purchase the land, you should, at a minimum, consider obtaining an environmental assessment to determine the environmental condition of the land. Based on this report, additional investigations and tests may be necessary before you make your purchase decision. Many lenders will require an environmental assessment report before lending purchase money.
5. These estimates do not include the cost of the real property due to wide variations in costs among geographic areas and at different sites. The cost of land for a hotel varies depending on location, size, market prices in the area, accessibility, and special assessments, among other factors. If you are converting an existing hotel that you already own or lease, you may have no additional real property costs.

6. We have estimated costs based on 80-room Hampton Inn hotel with a gross building area of 49,069 square feet and a 101-room Hampton Inn & Suites hotel with a mix of 69 guest rooms and 32 guest studio suites and a gross building area of 63,222 square feet. Construction costs may vary due to unusual conditions associated with site preparation, foundations, and other variables.

7. These estimates relate to a hotel with the elements we require (food and beverage, recreational, and other facilities as applicable). These estimates do not take into account local requirements such as earthquake requirements or impact fees. Your actual expenditures will depend on many variables, such as the size and location of the real property, the quantity and quality of the items being purchased, the terms on which the purchases are made, and fluctuations in material and labor costs. You may also elect to lease certain items such as the real property. In New Development, building construction costs vary greatly from region to region depending on material and labor costs and other variables. In Conversions, the renovation costs will vary depending on the age of the facility (including code compliance), performance-based requirements (including fire & life safety systems and strategy); the use of the existing facility (an existing hotel or an Adaptive Reuse), the condition of the facility (including the physical integrity of the structure and envelope), and the state of all accoutrements (including the furniture, fixtures, equipment, and finishes) in relationship to conformance with our Brand Standards. You are encouraged to independently investigate, before executing the Franchise Agreement, the cost of all such items as they will specifically affect your investment.

8. This is an estimate for the total cost of furnishing a Hampton hotel in the size shown. The cost of furniture, fixtures and equipment will depend on the number and type of guest rooms (for example, double rooms versus king rooms), the extent of the food and beverage service offered and all optional facilities under the Hampton standards. Estimates for new hotels include the cost of furniture, fixtures and equipment for guest rooms, corridors, all public areas, kitchen equipment, and laundry equipment. If you are converting an existing hotel, your costs will most likely be lower, but you must conform guest rooms, public areas, the exterior, and all other areas to the Hampton standards. This estimate includes the cost of the telephone system.

9. Inventory includes food and beverages and other immediately consumable items such as fuel, soap, cleansing material, office supplies and similar items. Operating equipment includes such items as chinaware, glassware, linens, silverware and uniforms.

10. Signs include freestanding signs and primary identification for the building. The amount includes installation, freight, foundation and wiring. You must install, display, and maintain signage displaying or containing the Brand and other distinguishing characteristics in accordance with plans, specifications and standards we establish for System Hotels. You must purchase exterior signage from a vendor currently licensed by us. You may contact us for a current list.

11. The ranges shown here reflect the initial costs and first 3 months of Connectivity for OnQ and support, where applicable, and are not refundable. The initial software costs for the OnQ program are based on the size of the hotel and number of workstations at your hotel. The up-front computer costs are not refundable. Under the OnQ the cost of the hardware is paid for from a portion of your Monthly Program Fee.
In addition to the computer hardware and software requirements, you must provide Guest Internet Access. You must purchase and install additional hardware and software to meet the Guest Internet Access requirement in addition to the hardware and software for OnQ. The additional hardware, software, and support must meet HSS’s requirements and specifications. This hardware will be provided by third-parties chosen by Hilton, installed by HSS or its agents, and maintained by HSS or its agents.

You must also arrange and pay for the ongoing Guest Internet Access service. You must purchase this service from HSS or its designated supplier. We currently estimate that it will cost between $240 and $520 per month for an 80-room hotel, and between $300 and $660 per month for a 101-room hotel. This estimate includes the monthly service for the 24x7 call center support and equipment break-fix maintenance. Your costs will depend on your hotel size and number of meeting rooms.

You must also arrange for the installation of a Guest Internet Access circuit that meets Brand Standards, and pay for the ongoing cost of using the Guest Internet Access circuit. Currently, we estimate that a Guest Internet Access circuit will cost between $1,600 and $3,000 per month for an 80-room hotel and between $1,600 and $3,000 per month for a 101-room hotel. HSS or its designee will monitor your utilization of the Guest Internet Access circuit. When utilization of the Guest Internet Access circuit reaches 80% of the available capacity during 3 or more consecutive days in any calendar month, the Guest Internet Access circuit is considered “saturated” and not in compliance with Brand Standards. You must upgrade the Guest Internet Access circuit within 45 days after being notified the hotel has a “saturated circuit.”

All System hotels must have computer workstations and printers available for guest use, free-of-charge, either in a traditional business center or in an open zone in the lobby (“Connectivity Zone”). You must obtain specified equipment, software and ongoing support from our approved supplier. We currently estimate that the specified minimum equipment will cost between $3,200 and $5,150. If you purchase additional workstations, printers and upgrade options, your costs will be higher. These estimates do not include any costs for connectivity, power or additional furniture.

In addition, you must pay for the preparation of a digital floor plan for your hotel. See Item 5 for details.

You must use Delphi.fdc, a cloud-based sales and events system powered by Amadeus Hospitality. The set-up costs of this system are shown here. Additional set-up costs may apply, depending on implementation approach you choose and the specific needs of your hotel. You must also pay ongoing costs on a per-user basis (see Item 11). The number of users varies by hotel and there is no established average. Therefore, we cannot estimate these ongoing costs during the initial period.

This estimate includes the cost of Opening Roadmap, which is a pre-opening guide for System hotels. Opening Roadmap costs about $1,000 for the necessary vendor software licenses, which is paid to us under the HITS Agreement.

12. A portion of your Monthly Program Fee pays for the standard hardware required for OnQ. Under the OnQ program you do not need to purchase the standard Network Authorized Equipment. However if you choose to, you may purchase the hardware required for the OnQ program from a third-party vendor, but if you do so, you still pay Hilton or HSS the portion of the Monthly Program Fee, and you must pay Hilton for all its reasonable expenses in determining that the equipment conforms to its specifications; configuration costs; installation costs; reasonable travel and other expenses of Hilton or HSS employees and vendors who perform installation services; necessary
communication vehicles (phone lines, network connections); and installation, re-scheduling and cancellation fees for connection to communication vehicles. We anticipate costs for work to ensure that hardware from third-party vendors meet the technical criteria will range from $5,000 to $10,000 depending on a franchisee’s location, local connection charges and the number of workstations at the hotel. However, in 2016, no such costs were incurred by franchisees. Computer system fees are not refundable. We are unable to estimate the costs of purchasing the hardware required for the OnQ program from a third-party vendor because the range of costs would be so wide.

13. We will provide the required training programs required under the terms set forth described in Items 5 and 11 of this Disclosure Document. You are responsible for the costs of training materials, and travel and living expenses while training. We may charge additional training costs based on the number of personnel that require training. We anticipate that overall training costs will be reduced over time. In 2017, we plan to begin utilizing new online Virtual Learning Programs, which we estimate could lower certain training expenses by up to 20% to 40%, as well as reduce your employees' time away from the business.

14. If you want to engage in a Permitted Transfer, Conversion, Re-licensing or Change of Ownership Transfer for the hotel, you may be required to complete an independent survey conducted by an ADA consultant to determine the hotel’s compliance with the ADA.

15. Your Franchise Agreement contains a deadline by which construction or renovation work must begin. You may request an extension of this deadline and pay the applicable fee.

16. You must maintain the minimum levels and types of insurance specified in the Manual at your expense. This insurance must be with insurers having minimum ratings we specify; name as additional insured the parties we specify in the Manual; and carry the endorsements and notice requirements we specify in the Manual. Insurance premiums vary widely by reason of location, size of hotel and type of coverage purchased and cannot be estimated.

17. Actual cost depends on work done by an accountant and attorney, and standard regional rates.

18. The licenses and permits you must obtain to operate your hotel vary depending on the state, county or other political subdivision in which the hotel is located.

19. Miscellaneous pre-opening expenses include advertising costs you incur for billboard and other advertising to announce your presence in the local market and in all key markets identified in your hotel business plan. Markets include travel agencies, corporations and consumers. Other pre-opening costs include security deposits, utility deposits and business permits. These figures are estimates and will vary by location.

20. “Contingencies” means unanticipated construction cost overruns and other unanticipated expenses. Because there are so many variables for an existing hotel, we cannot estimate these pre-conversion contingencies for a franchisee converting an existing hotel.

21. This estimates your initial operating expenses for 3 months after opening, including payroll costs. These figures are estimates only and you may have additional expenses starting the business. Your costs will depend on such factors as your management decisions, local economic conditions, competition, and how quickly occupancy rates increase after opening.
22. In compiling these Hilton’s 60+ years of experience in operating or franchising hotels. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. The expenses shown in these charts are for typical New Development and Conversion hotels of the type and size shown. In a Conversion, your costs will depend on the type and condition of your existing hotel, its age, physical structure, and quality of furnishing. Because there are so many variables involving any particular existing hotel, we are unable to provide an estimate of costs.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

This Item describes your obligations to buy or lease from us or our designees, from suppliers we permit you to use, or in accordance with our specifications.

All franchisees must build, design, furnish, equip and supply their hotels in accordance with the Standards (as defined in the Franchise Agreement). The Standards are compiled in our standards manual ("Manual"). Our Operating Committee reviews, modifies and implements product Standards. We may periodically modify and update Standards to reflect operational requirements, advances in technology, improved methods of manufacture, new materials and structures, new products, improved prices and other factors. We currently issue, modify and update specifications in the form of updates to the Manual. We may periodically require you to modernize, rehabilitate and/or upgrade your hotel's fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then current Standards. You are responsible for the costs of implementing all changes required because of modifications to the Standards.

You must comply with our Standards regarding the purchase of products and services for use at the hotel, including furniture, fixtures, equipment, food, operating supplies, consumable inventories, merchandise for resale to be used at and/or sold from the hotel, in-room entertainment, property management, revenue management, telecommunications and telephone systems, long distance services, signs/environmental graphics, customer satisfaction measurement programs, uniforms, materials with logos, property print advertising, guest assistance program, computer networking and other computer and technology systems, and any and all other items used in the operation of the hotel, including our specifications for all supplies. You must also maintain acceptable product quality ratings at your hotel and maintain the hotel in accordance with the Standards. In some cases, we may require you to purchase a particular brand of product; however, you may purchase this brand of product from any authorized source of distribution.

**Purchases through Hilton Worldwide and its Affiliates**

No officer of ours owns a material interest in any approved supplier.

You must purchase Hilton’s proprietary computer software from Hilton or HSS. You must purchase items bearing our logo, trademark or service mark from a supplier approved by us. We may derive profit from such sales.

Neither we nor our predecessor sold any goods, services or supplies to our franchisees in 2016. Hilton collects money for the Hilton Honors program for all of our brands, but transmits this money to Hilton Honors Worldwide and does not record it as revenues. For the fiscal year ended December 31, 2016, Hilton and its other affiliates (including Hilton Honors Worldwide) had revenues from sales of goods, services, computer systems and/or supplies to franchisees of Hilton’s subsidiaries of $587,051,179.
You may purchase the furniture, fixtures, and equipment ("FF&E") and other supplies for your hotel from any source as long as the Standards are met. However, we may require you to purchase FF&E and supplies from a supplier approved by us, or we may require you to purchase a particular brand or model of supplies or equipment that is available only from 1 source, and we may derive profit as a result of those purchases. For example, some elements of the "Make It Hampton" initiative are available only through single or a limited number of suppliers as these items are proprietary to the Brand.

HSM is a stockless distributor of hotel furniture, furnishings, fixtures, equipment and supplies, and certain food and beverage supplies. You may, but you are not obligated to, purchase specified items from HSM. HSM negotiates lower prices with manufacturers and suppliers, and then passes these savings on to franchisees when it sells to franchisees. HSM may negotiate purchase arrangements with manufacturers and suppliers for the benefit of our franchisees, all Brand hotels, and/or all hotels under all of our brands. Occasionally, HSM may also negotiate purchase arrangements with manufacturers and suppliers for franchisees that operate a large number of hotels.

HSM has various discount agreements with manufacturers and suppliers, under which it receives rebates and allowances based on the total volume purchased from the manufacturer. These volume fees include sales to franchisees by the manufacturers and in some cases, through suppliers. HSM also receives certain volume and national account marketing allowances from manufacturers in connection with the sale to franchisees of certain items, such as coffee, soft drinks, cleaning compounds, and paper products. For one of our brands, Tru by Hilton, HSM is also an approved procurement agency and may receive fees for providing procurement services. For the fiscal year ended December 31, 2016, HSM collected $15,912,850.21 in rebates and allowances on purchases made by franchisees of all of our brands.

For the fiscal year ended December 31, 2016, HSM had revenues from sales of goods, services and/or supplies to franchisees of all of our brands of $2,233,251.67. In addition, HSM receives cash discounts for early payment on orders it places with manufacturers and suppliers to fill purchase orders placed with it by franchisees of all of our brands.

Certain suppliers we approve ("PSDP Suppliers") become members of our Primary Supplier Distribution Program ("PSDP"). Each PSDP Supplier pays to HSM an administration fee that is between 0.5% and 5% of purchases by all franchisees from the respective PSDP Supplier. For the fiscal year ended December 31, 2016, HSM collected $31,480,571.66 in administration fees on purchases made by franchisees of all of our brands.

If you want to use a product, or a particular brand or model, that has not been specified as having met our standards, or if you want to purchase from an unapproved supplier an item that must be purchased from an approved supplier, then you can submit a written request for us to approve the product or supplier. We may require certain information or samples which you must provide at your expense. We will review all of the pertinent information. While we have no obligation to respond within a certain timeframe, our review typically takes 30 days to complete. We do not provide any material benefit (such as license renewal or the grant of additional licenses) to a franchisee based on a franchisee’s use of designated or pre-approved suppliers (the Franchise Agreement is non-renewable).

We evaluate suppliers based on many factors, including: (i) the quality and cost of the products and/or services; (ii) the supplier's established history in serving the System with products that consistently meet or exceed the standards and specifications as set forth in the Manual; (iii) the level of support and recognition of the supplier by us and our franchisees, as well as the System’s demand for those
products/services; and (iv) the supplier's ability to service the needs of the System and potential for active participation and support of the PSDP program. If a PSDP Supplier no longer meets our criteria, the PSDP Supplier's name and materials are removed from the PSDP. The revenues collected from rebates, administration fees and purchasing fees are primarily used to offset the cost of establishing the purchasing programs and supporting the expenses of HSM.

**Signage**

You must install, display, and maintain signage displaying or containing the Brand and other distinguishing characteristics in accordance with plans, specifications and standards we establish for System Hotels. You must purchase exterior signage from a vendor currently licensed by us. You may contact us for a current list.

**Reservation Service**

You must use the Reservation Service for reservation referrals. You must also purchase computer terminal equipment and software compatible for use with the Reservation Service. The required OnQ computer equipment and software satisfies the requirement that your computer equipment and software be compatible with the Reservation Service. Although you must use the Reservation Service, you may also use other reservation services to refer reservations to (but not by or from) your hotel.

**Connectivity Zone**

All System Hotels must have a Connectivity Zone. You must obtain specified equipment, software and ongoing support from our approved supplier. In the future, any of the products or services for the Connectivity Zone may be manufactured or provided by an approved supplier who is also our client or supplier.

**General**

Before we permit you to proceed with your plans for construction or remodeling of the hotel, and any time you make changes that affect usability or access to your hotel, your architect or other applicable certified professional must certify to us that the hotel's plans and specifications comply with all laws related to accessibility for those with disabilities, as further described in the Manual. You may also be required to complete an ADA Survey, in conjunction with an approved ADA consultant and in the form required by us, to determine if the hotel is in compliance with the ADA within 30 days of our request. The process for completing the survey, and other requirements related to it, are in the Manual. If requested, you must arrange for us and/or our affiliates to participate in all progress meetings during the development and construction of the hotel, to have access to all contract and construction documents for the hotel and to have access to the hotel during reasonable business hours to inspect the hotel and its construction, completion, furnishing and equipment for conformity to the finally-approved construction documents. However, we and our affiliates have no obligation to participate in progress meetings or to inspect the hotel. Our approval is not a representation of the adequacy of the plans and specifications, the structural integrity, or the sufficiency of the mechanical and electrical systems for the hotel. When you begin construction or conversion of the hotel and before your hotel opens for business, both you and your architect or general contractor must provide us with a certificate stating that the plans and as-built premises comply with all applicable legal requirements relating to accessibility for those with disabilities, as described in the Manual. If the hotel does not comply with the ADA, you must submit a plan to the ADA consultant detailing the plan to bring the hotel into compliance, using the process set out in the Manual. We may choose not to approve your opening if your hotel is not compliant with the ADA.
We currently estimate that the required purchases described above represent about 15% to 20% of the cost to establish a new System Hotel and about 2% to 5% of operating expenses.

During the term of the Franchise Agreement and any term extensions, we may periodically require you to make additional expenditures and investments to maintain your hotel in accordance with the System Standards and to remove any deficiencies in your hotel's operations.

Except as stated above, we do not negotiate purchase arrangements with suppliers for the benefit of franchisees. There are no purchasing or distribution cooperatives. We provide you with no material benefits (such as license renewal or the grant of additional licenses) based on your use of designated or permitted sources (the Franchise Agreement is non-renewable). Except as described above, we presently receive no payments, discounts, rebates, credits or commissions from any supplier based on your purchases from that supplier.

ITEM 9
FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements for a Hampton Brand hotel. It will help you find more detailed information about your obligations in these agreements and in other Items of this Disclosure Document.

<table>
<thead>
<tr>
<th>Obligation</th>
<th>Section in Franchise Agreement</th>
<th>Section in HITS Agreement</th>
<th>Disclosure Document Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Site selection and acquisition/lease</td>
<td>1, 5.1.16 and 5.1.17; Addendum</td>
<td>Not applicable</td>
<td>7 and 11</td>
</tr>
<tr>
<td>b. Pre-opening purchases and leases</td>
<td>1, 6.1.2, 6.2, 6.3; Addendum</td>
<td>1 and 2</td>
<td>5, 6, 7, 8 and 11</td>
</tr>
<tr>
<td>c. Site development and other pre-opening requirements</td>
<td>1, 5.1.16, 6.2, 6.3 and 6.5; 6.5; Addendum</td>
<td>Not applicable</td>
<td>5, 6, 7, 8, and 11</td>
</tr>
<tr>
<td>d. Initial and ongoing training</td>
<td>5.1.5</td>
<td>Schedule A</td>
<td>5, 6, 11 and 15</td>
</tr>
<tr>
<td>e. Opening</td>
<td>1 and 6.4</td>
<td>Not applicable</td>
<td>7 and 11</td>
</tr>
<tr>
<td>f. Fees</td>
<td>1, 4.1, 4.3, 4.5, 5.1.20, 6.6.3, 8.1, 8.2, 8.3, 13.2.1.2, 13.2.2.1, 13.2.2.3, and 13.3.2; Addendum</td>
<td>1; 6; and 12; Schedules B and E</td>
<td>5, 6 and 7</td>
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<tr>
<td>g. Compliance with Standards and Manual</td>
<td>1, 5 and 6.2</td>
<td>8 and Schedule E</td>
<td>8, 11, 13, 14, 15 and 16</td>
</tr>
<tr>
<td>h. Trademarks and Proprietary Information</td>
<td>1, 5.1.14 and 9; Addendum</td>
<td>8 and 27; Schedule E</td>
<td>13 and 14</td>
</tr>
<tr>
<td>i. Restrictions on products and services offered</td>
<td>5.1.18, 5.1.19, 5.1.23, 5.1.24 and 5.1.25</td>
<td>Not applicable</td>
<td>8 and 16</td>
</tr>
<tr>
<td>j. Warranty and customer service requirements</td>
<td>5.1.8 and 5.1.21</td>
<td>Not applicable</td>
<td>6, 8 and 16</td>
</tr>
<tr>
<td>k. Territorial development and sales quotas</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td>12</td>
</tr>
<tr>
<td>l. Ongoing product and service purchases</td>
<td>1, 5.1.3 and 5.1.6</td>
<td>2</td>
<td>6 and 8</td>
</tr>
<tr>
<td>m. Maintenance, appearance and remodeling requirements</td>
<td>5.1.4 and 6.6</td>
<td>Schedule C</td>
<td>8 and 11</td>
</tr>
</tbody>
</table>
ITEM 10
FINANCING

Other than the development incentive program ("incentive") described in this Item, we do not offer direct or indirect financing for franchisees. We may negotiate these incentives when business circumstances warrant. The incentive program may be modified, limited, extended or terminated at any time without advance notice or amendment of this Disclosure Document.

We generally require payment of the Franchise Application Fee in a lump sum when you submit your Application. We occasionally allow payment of the Franchise Application Fee in installments over a limited time period before the start of construction work on the hotel. If we do, we will not charge interest or require a security interest over the installment period or require you to sign a note. You may prepay the unpaid amount of the Franchise Application Fee at any time. If there is a default under the Franchise Agreement, the outstanding balance is accelerated and become your immediate obligation, along with any court costs and attorney’s fees for collection.

We may offer, in our sole discretion, certain incentives for development and conversion hotels. The incentive is a loan that is not subject to repayment unless the franchise terminates before the end of the Term (generally the first 20 years of operation of the hotel) or a transfer occurs. If a transfer occurs, you will repay the balance of the incentive. At each anniversary of the Hotel Opening Date, the repayable amount of the incentive reduces by 1/20th of the original amount. To receive the incentive, you and your principals, as co–makers, must sign a development incentive note ("Note") in the form attached as Exhibit D-2 when you sign the Franchise Agreement. Any incentive will be...
disbursed to you after: (i) you have passed a final credit/financial review with no material adverse changes in the business, legal, litigation, bankruptcy status or finances of the applicant, the guarantors or the project since preliminary approval; (ii) the hotel opens with our consent; (iii) you have completed any PIP required by the Franchise Agreement; and (iv) you have paid the Franchise Application Fee. The Note bears no interest except in the case of default. We may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties without notice to any guarantor or co-maker. If you transfer the hotel, you must repay the balance of the Note unless the Transferee and its principals assume the obligation to repay the incentive and provide us with such other security as we may require in our sole discretion. If you are purchasing an existing hotel and you assume the obligation to repay the unamortized balance of the Note with our consent, you must repay the balance if the franchise terminates after your purchase of the hotel.

We do not offer any other financing and do not guarantee your note, lease or other obligations.

ITEM 11
FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

We may provide any of these services through our employees and representatives, through our affiliates or through any third-party provider we designate.

Hilton will, at all times acting on our behalf, discharge all of our duties and obligations under Hampton Brand franchise agreements governing hotels in the US, including: discharging all of our obligations to franchisees; managing the Hampton Brand license networks; marketing, offering and negotiating new and renewal franchise agreements as our franchise broker; furnishing assistance to franchisees in the US; implementing our quality assurance programs; and, otherwise on our behalf, discharging all duties we owe under franchise agreements governing Hampton Brand hotels in the US.

Hilton or its affiliates employ all the persons who will provide services to you on our behalf under the terms of your Franchise Agreement. If Hilton fails to perform its obligations, then Hilton may be replaced as the franchise service provider. However, as the Franchisor, we will always be responsible for fulfilling all our duties and obligations under your Franchise Agreement.

Pre-Opening Phase Obligations

After we approve your Application and/or you sign the Franchise Agreement, but before you open your business:

1. We will loan to you a copy of our Manual and/or provide you with electronic access to the Manual on the Hilton Intranet resources library. The Manual is confidential and is the property of our affiliate, Hilton International Holding LLC, a Delaware limited liability company (“HIH”) (Franchise Agreement, Section 4.6). References to the Manual include the Standards, which include all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the hotel, and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication (Franchise Agreement, Sections 1.0 and 4.6). The Standards do not include any personnel policies or procedures that we may, at our option, make available to you in the Manual or other
written communication. You may, in your sole judgment, determine to what extent, if any, any such personnel policies or procedures might apply to the Hotel or Hotel site. The table of contents of the Manual is attached as Exhibit H.

2. Before you retain or engage an architect, interior designer, general contractor and major subcontractors, we will review your selection, and you must obtain our prior written consent (Franchise Agreement, Section 6.1.1).

3. We will review the plans, layouts and specifications, drawings and designs for constructing and furnishing your hotel, including guest room areas, and grant or deny approval, which may be conditioned on your architect or other certified professional certifying to us that the Plans comply with all laws related to accessibility for those with disabilities. You may not start construction until you receive our approval. Once you receive our approval, you may not make any changes to the plans without our advance consent (Franchise Agreement, Sections 6.1.2, 6.1.3 and 6.1.4).

4. We will review and approve or disapprove your proposed management of the hotel. (Franchise Agreement, Section 7.0). In evaluating the proposed management, we look at the proposed management organizational structure, prior experience and performance in managing similar first-class, focused-service hotels, as well as other relevant factors. If we do not approve your proposed management, then we will require you to hire a professional hotel management company satisfactory to us to manage the hotel for at least the first year of operations. At the end of the year, if you request it, we will reevaluate this requirement.

5. We will provide you with the HITS Agreement (which will be countersigned by HSS) before you open your hotel. The HITS Agreement governs your access to and use of OnQ, Hilton’s proprietary computerized business system which is an integral part of the System we license to you (see Computer System below). The HITS Agreement also governs the installation and on-going support and maintenance of your Guest Internet Access service.

6. We will make available to you for use in your hotel various purchase, lease, or other arrangements with respect to exterior signs, operating equipment, operating supplies and furnishings, which we or Hilton may have and which we make available to other Brand franchisees (Franchise Agreement, Section 4.7).

7. We will specify required and optional training programs. (Franchise Agreement, Section 4.1). You must pay a fee for these programs and the training materials. You must also pay for travel, lodging and other expenses associated with training (see Training below).

**Computer System**

You must purchase and maintain property management, revenue management, in-room entertainment, telecommunications and other computer and technology systems we designate as System-wide (or area-wide) programs based on our assessment of the long-term best interests of System Hotels, considering the interest of the System as a whole (Franchise Agreement, Section 5.1.6). For example, you must agree to install and use our required computer business software and hardware system (which may include required networks, interfaces, telecommunications and other systems). Currently, we require you to use OnQ, Hilton’s business system comprised of software that currently includes a proprietary property management component, reservations component, revenue management component, rate and inventory component, learning management component and other components we consider necessary to support the following activities:
reservations, distribution, sales, customer relationship management ("CRM"), hotel operations, and business intelligence gathering and analysis. The OnQ system is linked to a communications network which connects System Hotels to Hilton’s reservation offices and travel planners worldwide. You must sign the HITS Agreement, which governs your access to and use of this computerized system, about 90 to 120 days before the opening of your hotel. The package includes hardware, software, installation and support. We may choose to change the way in which the OnQ data is delivered to the property in our sole judgment as changes are made to the architecture of the OnQ product.

If you add or construct additional guest rooms at the hotel at any time after you sign the Franchise Agreement, you must pay Hilton or HSS the then current per guest room/suite software license fee charged to System Hotels multiplied by the number of additional guest rooms.

HSS provides maintenance upgrades on OnQ and Guest Internet Access connectivity. We encourage and may require you to sign a hardware maintenance contract for OnQ. If you sign a maintenance contract for OnQ, you must pay the first month’s fee within 30 days after shipment of the computer equipment. In 2016, these fees ranged from $600 to $1,200 per month. The monthly maintenance fees for the OnQ/Guest Internet Access connectivity equipment and connections (to the CRS, electronic mail and the Internet) as well as for OnQ support are subject to increase by us or HSS on an annual basis. These fees are non-refundable (see HITS Agreement, Schedule C).

In addition to the computer hardware and software requirements for OnQ, you must provide Guest Internet Access. Our approved Guest Internet Access program is called “StayConnected.” You must purchase and install additional hardware and software to meet this requirement. The additional hardware and software must meet the requirements and specifications of Hilton or HSS (or either of their agents). This hardware will be provided by third-parties chosen by Hilton, installed by HSS or its agents, and maintained by HSS or its agents. You must also arrange and pay for the ongoing Internet service. All Guest Internet Access hardware must be refreshed on regular 4-year intervals. All hardware for the refresh installations will be provided by third-parties chosen by HSS, installed by HSS or its agents, and maintained by HSS or its agents. You must purchase this service from HSS or its designated supplier.

For the Connectivity Zone, you must purchase and install Lenovo M93Z All-in-One Non-Touch Screen workstations. If the hotel has a business center, you must purchase and install 2 computer workstations and at least 1 HP LaserJet p3015N black and white printer. If the hotel has an existing connectivity zone in the lobby, you must purchase and install 1 computer workstation and at least 1 HP LaserJet p3015N black and white printer.

We will have independent access to the information that will be generated by or stored in OnQ. There are no contractual limitations on our rights to access this information.

You must use Delphi.fdc, a cloud-based sales and events system powered by Amadeus Hospitality. The set-up costs of this system are $1,900 to $9,000. Additional set-up costs may apply, depending on implementation approach you choose and the specific needs of your hotel. You must also pay annual license fees and maintenance costs of $800 per user per year. These costs vary depending on the hotel size. You must pay the vendor for this system directly. In 2017, we anticipate that the per-user cost will be reduced to $750 plus a 10% mark-up. The mark-up would be paid to us to reimburse us for our costs in developing and administering Delphi for our Network Hotels. We or HSS may also assume direct invoicing, in which case your payments would be made to us or HSS. We are not obligated to provide any maintenance or updates for this system. You must maintain and update the system at your cost to remain in compliance with our standards for the term of your franchise. There are no limits on the frequency or cost of this obligation. We will have independent
access to your hotel’s event sales information stored in this system (including accounts, inventory, bookings and other data). There are no contractual limitations on our right to access this information. Delphi.fdc integrates with other Hilton business systems, including the MeetingBroker lead distribution platform.

Before opening, HSS will have a digital floor plan prepared for your hotel by a third-party vendor. The digital floor plan will be used by us and our affiliates, including Hilton Honors Worldwide, to enable Hilton Honors guests to choose their room from a map of your hotel and enable digital check-in. If you remodel or add rooms to your hotel in the future, a new digital floor plan may need to be created. There are no contractual limitations on our or our affiliates’ right to access and use your floor plan information.

Training

Hilton offers required training courses to those affiliated with the System for orientation and as part of the certification process. Employees designated to take training must complete the required training to our satisfaction. If you hire a replacement for any of the categories of personnel who must attend a training program, then that person must successfully complete the appropriate training program.

The following table sets forth the training program as of the Issuance Date of this Disclosure Document. We reserve the right to modify the training requirements as needed. The subject matter, time required, location and costs are subject to periodic change. In addition, in 2017 we will begin utilizing new online Virtual Learning Programs to help improve the training process and reduce overall costs. These changes may affect the program outlined in the table below. The Hours of Classroom Training noted in the table below include these Virtual Learning Programs.

We will provide you with our current Brand training requirements document upon request and/or you may access it through our intranet, The Lobby.

<p>| TRAINING PROGRAM |
|------------------|------------------|------------------|------------------|
| Subject | Hours Of Classroom Training | Hours of On the Job Training | Location |
| Hampton GM Leader Program (Note 1) | 32 | 0 | Memphis, TN and on-site |
| OnQ Property Management Training (Note 2) | Varies according to position | 0 | On-site or Hilton University |
| Pre-opening Kits (Note 3) | 0 | 0 | On-site |
| Welcome to Hampton Training (Note 4) | 10 to 17 | 0 | On-site |
| Hilton Honors Training (Note 5) | 1 to 2 | 0 | On-site or Hilton University |
| Owners Orientation (Note 6) | 12 | 0 | Memphis, TN or regional location |
| Controlling Alcohol Risks Effectively or Bar Code (Note 7) | 2 | 0 | On-site |
| Brand Conference (Note 8) | 2 to 3 days | 0 | Various hotel locations |</p>
<table>
<thead>
<tr>
<th>Subject</th>
<th>Hours Of Classroom Training</th>
<th>Hours of On the Job Training</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>OnQ Rate and Inventory</td>
<td>8</td>
<td>0</td>
<td>Hilton University</td>
</tr>
<tr>
<td>OnQ Revenue Management (&quot;RM&quot;) Express Training (Note 9)</td>
<td>4 to 5</td>
<td>0</td>
<td>Hilton University</td>
</tr>
<tr>
<td>Hampton Sales Leader Training (pre-work modules (Note 10))</td>
<td>1</td>
<td>0</td>
<td>Hilton University</td>
</tr>
<tr>
<td>Hampton Sales Leader Training (Note 10)</td>
<td>24</td>
<td>0</td>
<td>Memphis, TN or regional location</td>
</tr>
<tr>
<td>ADA Training – Survey Instrument (Note 11)</td>
<td>0</td>
<td>0</td>
<td>Online</td>
</tr>
<tr>
<td>Information Security &amp; Privacy (Note 12)</td>
<td>1</td>
<td>0</td>
<td>On-site or Hilton University</td>
</tr>
</tbody>
</table>

**NOTES**

1. **GM Leader Program.** Your general manager must attend the Hampton GM Leader Program within 90 days of the hotel opening, or within 150 days after the departure of any previous general manager. An owner who intends to act as general manager of his/her hotel must complete the same requirements. The cost is $3,500, which includes both tuition and housing for the Memphis-based portion of the training.

2. **OnQ Property Management Training.** This training is required for all first time Hilton product owners. Before the opening of your hotel, all hotel staff that will be utilizing OnQ must first complete their respective self-paced training and provide documentation of a printed certificate. This training must be completed within 10 days of hire (or within 30 days of hire for general managers). Under the HITS Agreement, HSS provides, at your cost, services in connection with the start-up of OnQ. The number of SICs and number of days on site is determined by Hilton and is based on size and type of hotel. As part of these required services, the SIC will verify that all front desk staff and management have successfully completed training and have passed an OnQ certification test by at least a minimum score of 80% for the general manager and 80% for the team. If your staff does not attain the minimum score, the opening of your hotel may be delayed and a re-scheduling fee of $2,000 plus travel may be applied.

3. **Pre-Opening Kits.** Kit includes startup materials that are sent to hotels at approval, at start of construction, and before initial operations consultation, and includes hands-on training materials for all team members. The cost of the Kit is $1,800.

4. **Welcome to Hampton Training.** All employees must complete this training within 14 days of hire except the learning map which is required within the first 90 days. This training program may be updated as necessary and your employees may be required to complete training on updated material as appropriate. Topics covered include: our brand story, welcome to Hampton, 100% Hampton Guarantee, and learning map.

5. **Hilton Honors Training.** This training program is mandatory for all key management staff and applicable front office personnel and must be completed within 14 days of hire.

6. **Owners Orientation.** All first time owners of Hampton Inn hotels (or their management company representatives) must attend our new Owners Orientation within 6 months of approval of
their Application, before you begin actual construction of a new hotel. If you purchase an existing Hampton Inn hotel, you must attend our Owners Orientation within 120 days of the date you purchase the hotel. The program will familiarize you with brand support programs and provide an overview of operating, marketing and sales principles.

7. **Controlling Alcohol Risks Effectively.** The cost of this program is $150 or can be locally sourced.

8. **Brand Conference.** We require participation in an annual brand conference by the general manager. This conference is conducted by the Hampton Inn brand and costs $1,500 per attendee. Conference fees and expenses are not refundable. This annual conference is mandatory for the general manager and may be held at various hotel locations.

9. **OnQ Revenue Management (“RM”) Express Training.** The OnQ RM solution may be replaced with a more analytical automated solution known as Global Revenue Optimization (GRO).

10. **Hampton Sales Leader Training.** Every US hotel must have one individual certified in this training. The pre-work materials are available online through OnQ Hilton University. The training is mandatory for the DOS/Sales Manager or the general manager if there is no DOS/Sales Manager. Your designated individual must complete pre-work 1 month before hotel opening or within 90 days of assuming the position before attending this 3-day classroom course. The cost of the training program is $1,800 per attendee.

11. **ADA Training.** If you want to engage in a Permitted Transfer, Conversion, Re-licensing or Change of Ownership Transfer for the hotel, you may be required to attend online training in order to complete an independent survey conducted by an ADA consultant to determine the hotel’s compliance with ADA.

12. **Information Security & Privacy.** This training is mandatory for all employees with access to The Lobby. It raises awareness of the importance of protecting sensitive personal and financial information for guests and others. Hotel leaders may choose to use the instructor-led materials to deliver the training to employees in groups or individuals may complete the eLearning course. A signed attendance and acknowledgement sheet must be maintained in the hotel records for at least 12 months for subsequent audit verification.

Online and web based programming is self-paced training that trainees can access at any time. For other training, unless otherwise noted, we will provide the training on an as needed basis.

Our instructors and presenters generally have a minimum of 2 to 5 years’ experience in the subject taught. We use a variety of instructional materials in connection with our training programs, including our Manuals, digital media clips, DVDs, HU Connect social learning site, self-paced eLearning programs, other media, and print and virtual handbooks. We may modify these materials or use other materials for the training programs.

We and our affiliates offer many additional optional learning programs and may develop additional learning programs at any time. You must pay any fees associated with required and optional training courses. HWI may also charge for training materials. You pay for any travel, lodging and miscellaneous expenses of your attendees. For programs that include travel by our (or our affiliates) trainers to your hotel site, you may also be required to pay travel, lodging, tax and meals of the facilitators.
Operational Phase Services

During the operation of the franchised business, we will:

1. Periodically publish (either in hard copy or electronic form or both) and make available to the traveling public a directory that includes System Hotels, including the hotel. Additionally, we will include the hotel, or cause the hotel to be included, where applicable, in advertising of System Hotels and in international, national and regional marketing programs offered by us, subject to and in accordance with our general practice for System Hotels (Franchise Agreement, Section 4.4).

2. Afford you access to OnQ Central Reservation Services on the same basis as other System Hotels, so long as you are in full compliance with the material obligations set forth in the Franchise Agreement, including all standards set forth in the Manual. These services currently consist of the OnQ central reservation services and database that connect your hotel to the Reservations Service, and global distribution systems (airline reservation systems such as Sabre and Galileo) (Franchise Agreement, Section 4.2). However, if you are in default and fail to cure within the specified cure period, we can delay termination but suspend our obligations to you under the Franchise Agreement, including removing the listing of your hotel from any directories we publish and from any advertising we publish, and/or removing or suspending you from the OnQ Central Reservation Services immediately on notice to you (Franchise Agreement, Section 14.3).

3. Administer a quality assurance program for the System that may include conducting periodic inspections of the hotel and guest satisfaction surveys and audits to ensure compliance with System Standards (Franchise Agreement, Section 4.5).

In furnishing these benefits, facilities or services to you, neither we nor any of our affiliates will exercise control or supervision over you. Management and operation of the hotel is your sole responsibility and obligation.

Advertising Information

We will use your Monthly Program Fee to pay for various programs to benefit the System, including advertising, promotion, publicity, public relations, market research, and other marketing programs; developing and maintaining Brand directories; developing and maintaining the Reservation Service systems and support; certain computer costs; and administrative costs and overhead related to the administration or direction of these projects and programs. We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising and the selection of promotional programs. We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, services and/or personnel with any other entity, including any affiliates. Monthly Program Fees are intended for the benefit of the System, and will not simply be used to promote or benefit any 1 property or market. We will have no obligation in administering any activities paid by the Monthly Program Fee to make expenditures for you that are equivalent or proportionate to your payments, or to ensure that your hotel benefits directly or proportionately from such expenditures. We may create any programs, and allocate monies derived from Monthly Program Fees to any regions or localities as we consider appropriate in our sole judgment. The aggregate of Monthly Program Fees paid to us by franchisees does not constitute a trust or “advertising fund” and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other franchisees. We are not obligated to expend funds in excess of the amounts received
from franchisees using the System. If any interest is earned on unused Monthly Program Fees, we will use the interest before using the principal. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions periodically offered by us or Hilton in which you voluntarily choose to participate. These fees also do not cover the cost of operating your hotel in accordance with the standards in the Manual. (Franchise Agreement, Section 4.4)

We are not required to engage in or maintain any particular advertising program apart from our general obligations to periodically publish and make available to the traveling public a directory of all System Hotels (including your hotel), to include your hotel in national or regional group advertising of System Hotels, and to include your hotel in international, national and regional marketing programs (Franchise Agreement, Section 4.4). Most advertising is placed on the internet, as well as in traditional media (such as TV, radio, newspaper, magazine, and direct email), generally with national coverage. The source of our advertising is our in-house marketing department and advertising agencies.

You must advertise and promote your hotel and related facilities and services on a local and regional basis in a first-class, dignified manner, using our identity and graphics standards for all System Hotels, at your cost and expense. You must submit to us samples of all advertising and promotional materials that we have not previously approved (including any materials in digital, electronic or computerized form, or in any form of media that exists now or is developed in the future) before you produce or distribute them. You may not begin using the materials until we approve them. You must immediately discontinue your use of any advertising or promotional materials we reasonably believe is not in the best interest of your hotel or System, even if we previously approved the materials. Any advertising or promotional materials, or sales or marketing concepts, you develop for your hotel that we approve may be used by other hotels in the System without any compensation to you. (Franchise Agreement, Section 5.1.7).

You may not engage, directly or indirectly, in any cross-marketing or cross-promotion of your hotel with any other hotel, motel or related business without our prior written consent, except for System Hotels and Network Hotels. The “Network” means the hotels, inns, conference centers, timeshare properties and other operations Hilton and its subsidiaries own, license, lease, operate or manage now or in the future. “Network Hotel” means any hotel, inn, conference center, timeshare property or other similar facility within the Network. During the term of your franchise you may not utilize a list of customers (whether acquired before or during the term of your franchise) without our prior approval.

There is no advertising council composed of Brand franchisees to advise us on advertising policies. There are no advertising cooperatives.

Web Sites

You may not register, own or maintain any domain names, World Wide Web or other electronic communications sites, including mobile applications (each, a “Site” and collectively, “Sites”), relating to the Network or your hotel or that includes the Marks. The only Sites, or Site contractors, that you may use for the hotel are those we assign or otherwise approved in writing. You must obtain our prior written approval concerning any third-party Site in which your hotel will be listed, and any proposed links between the Site and any other Site (“Linked Sites”) and any proposed modifications to all Sites and Linked Sites. All sites containing any of the Marks and any Linked Sites must advertise, promote, and reflect on your hotel and the System in a first-class, dignified manner. Our right to approve all materials is necessitated by the fact that those materials will include and be inextricably linked with our Marks. Therefore, any use of the Marks on the World Wide Web, the Internet, or any computer network/electronic distribution, including mobile applications, must conform to our requirements, including the identity and graphics standards for all System Hotels. Given the changing nature of this
technology, we have the right to withhold our approval and to withdraw any prior approval and to modify our requirements.

You may not without a legal license or other legal right post on your Sites or disseminate in any form any material in which any third-party has any direct or indirect ownership interest, including video clips, photographs, sound bites, copyrighted text, trademarks or service marks, or any other text or image in which any third-party may claim intellectual property ownership interests. You must incorporate on your Sites any other information we require in the manner we consider necessary to protect our Marks.

On the expiration or termination of the Franchise Agreement, you must irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any references to our Marks, System or Brand, notify the applicable domain name registrar(s) of the termination of your right to use any domain name or Sites associated with the Marks or the Brand, and authorize and instruct the cancellation of the domain name or transfer of the domain name to us (or our designee), as we specify. You must also delete all references to our Marks or Brands from any Sites you own, maintain or operate beyond the expiration or termination of the Franchise Agreement. (Franchise Agreement, Section 9.5).

**Computer System**

HSS may enhance or modify OnQ or change its computer hardware or software requirements at any time. There are no contractual limitations on the frequency and cost of your obligation to adopt all changes HSS requires. (HITS Agreement §2)

You must refresh (replace and upgrade) the required business software and hardware system in your hotel as we require (but not more frequently than every 3 years) to meet then current System standards. We may require you to completely refresh your hotel’s hardware and third-party software or limit the requirement to certain hardware and third-party software.

**Time Frame for Opening the Hotel**

You must begin construction of a New Development hotel within 15 months from the date of we approve your Application. You must complete construction of a New Development hotel, receive our authorization for opening and open within 27 months from the date we approve your Application.

In Conversion, Re-licensing or Change of Ownership situations, you may be required to upgrade the property to meet our standards. We establish a deadline by which you must begin the work on a project-by-project basis. You must complete the requisite upgrades for Change of Ownership situations within the timeframes we establish in the PIP. In Conversion and Re-licensing situations, we determine the commencement and completion deadlines according to the PIP. We determine the deadlines for beginning and completing work for room additions on a project-by-project basis.

**ITEM 12 TERRITORY**

We grant franchisees a non-exclusive license to use the System during the term of the Franchise Agreement to operate a franchised hotel at a specified location. There are no provisions in the standard Franchise Agreement granting franchisees a protected area or territory. You will not receive an exclusive territory. You may face competition from other franchisees, from hotels that our affiliates own, or from other channels of distribution or competitive brands that we control. The standard Franchise Agreement permits us to own, license or operate any Other Business of any nature,
whether in the lodging or hospitality industry or not, and whether under the Brand, a competitive brand, or otherwise. We and our affiliates have the right to engage in any Other Businesses, even if they compete with the hotel, the System, or the Brand, and whether we or our affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such Other Businesses. We may also: (a) modify the System by adding, altering, or deleting elements of the System; (b) use or license to others all or part of the System; (c) use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and (d) use the System, the Brand and the Marks in the Other Businesses. You acknowledge and agree that you have no rights to, and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including, but not limited to, liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty. “Other Businesses” means any business activity we or our affiliates engage in, other than the licensing of your hotel.

We may, however, agree to give franchisees certain specific territorial restrictions (“Restricted Area Provision”) for an area surrounding the franchised hotel and encompassing the immediate competitive market for the hotel as may be agreed on by the parties (“Restricted Area”). If we agree to give you a Restricted Area Provision for your New Development or Conversion, it will normally be for an agreed-on time period, which is shorter than the term of the Franchise Agreement (“Restrictive Period”). We will not normally grant a Restricted Area Provision for a Change of Ownership or Re-licensing, although we will occasionally do so under certain unique circumstances. The following discussion applies where we agree to give you a Restricted Area Provision in your Franchise Agreement:

1. **Restricted Area.** The boundaries of the Restricted Area will normally depend on the relevant market in the immediate area and competitive circumstances in the relevant market at the time you sign the Franchise Agreement. The boundaries will vary in size and shape from hotel to hotel. Boundaries will not be delineated according to any standard formula, but may be delineated in various ways, including references to cities, metropolitan areas, counties or other political subdivisions, references to streets or highways, or references to an area encompassed within a radius of specified distance from the front door of the hotel.

2. **Restricted Area Provision.** The Restricted Area Provision will typically restrict us and our affiliates from operating, or authorizing someone else to operate, another System Hotel during the Restrictive Period and within the Restricted Area (except as described in Paragraph 3 below). Those restrictions as to entities other than us may lapse if your brand is no longer affiliated with Hilton Worldwide.

3. **Exclusions from the Restricted Area Provision:** The Restricted Area Provision will generally not apply to any products, services or businesses (other than a hotel or motel under the Brand within the Restricted Area during the specified period), whether now or later constructed, owned, operated, managed, leased, franchised or licensed by us or an affiliate, or any successors to such entities (by purchase, merger, acquisition or otherwise), including, but not limited to, the following: (1) any non-System-branded hotels, motels or inns of any kind (including, without limitation, any that contain “Hilton” or “by Hilton”); (2) except as expressly provided for in any Restricted Area Provision, any other hotel under the “Hampton Inn” Brand, including any Hampton Inn hotel or other limited-service hotels, any Hampton Inn & Suites hotel or other partial-suites or all-suites hotels, any full service hotels or any extended-stay hotels; (3) if we are licensing a Hampton Inn hotel to you, any Hampton Inn & Suites hotel or any other successor product under the “Hampton Inn” or any other Brand; (4) if we are licensing a Hampton Inn & Suites hotel to you, any Hampton Inn hotels or any other successor
product under the “Hampton Inn” or any other Brand; (5) any shared ownership properties commonly known as "vacation ownership" or "time-share ownership" or similar real estate properties; (6) any gaming-oriented hotels or facilities; and (7) any hotel or hotels which are members of a chain or group of hotels (provided that such chain or group has or contains a minimum of 4 or more hotels in operation), all or substantially all (but in no event less than 4 hotels) of which are (in a single transaction with a single seller or transferor) after the date of this Disclosure Document, owned, operated, acquired, leased, managed, franchised or licensed by, or merged with, any entity acquired by, or merged with, or joined through a marketing agreement with, us or an affiliate (or the operation of which is transferred to us, or an affiliate) including any other Network Hotels.

4. **Restrictive Period.** The Restrictive Period will normally be for an agreed-on time period. Generally, this period will be shorter than the term of the Franchise Agreement, usually tied to a specified number of years from the date of your Application was approved. In some cases, the Restrictive Period may reduce in geographic scope after an agreed-on time period. The continuation of the Restrictive Period will not depend on your achieving any particular sales volume or market penetration. An increase in population in the Restricted Area will not affect it and there are no other circumstances when your Restricted Area may be altered. Historically, we have extended the Restrictive Period for the full term of the Franchise Agreement; however we do not intend to do so in the future.

**IMPORTANT NOTES:** A Restricted Area Provision will not give you protection from previously existing hotels which are managed or licensed by us or an affiliate or our or their predecessors, or any hotel site for which we or an affiliate or its predecessor have approved a franchise application and/or signed a franchise agreement. In addition, a Restricted Area Provision will not give you protection from any replacement hotel that replaces or will replace another such existing hotel or hotel site. **SOME STATE AND/OR OTHER LAWS PROVIDE THAT TERRITORIAL RESTRICTIONS AND/OR AREA RESTRICTIONS ARE VOID, VOIDABLE AND/OR SUPERSEDED BY LAW.**

There may currently be franchised or company-owned Network Hotels situated in or near your area. We, Hilton Worldwide and our affiliates or subsidiaries may establish new franchised, company-owned or company-managed Network hotels in or near your area.

You may compete with any Network Hotels in and near your area. There is no mechanism for resolving any conflicts that may arise between your hotel and franchised or company-owned Network Hotels. Any resolution of conflicts regarding location, customers, support or services will be entirely within the business judgment of Hilton Worldwide and us.

See Item 1 for a description of the hotel brands licensed, operated and managed by Hilton Worldwide and Hilton Worldwide’s affiliates and subsidiaries. You may compete with these guest lodging properties.

We and our affiliates engage in a wide range of business activities in lodging and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with your hotel and the System. We and/or our affiliates may own, operate, franchise, license, acquire or establish, or serve as franchisee or licensee for, competitive guest lodging facilities or networks anywhere, including within your Restricted Area, if any, under any Brands or marks (but not, within your Restricted Area, if any, under the Brand or marks “Hampton Inn” or “Hampton Inn & Suites” standing alone or with the “by Hilton” designation, it being understood that “____ by Hilton,” alone or in combination with another Brand, does not fall within such prohibition). We and/or our affiliates may also furnish services, products, advice and support to guest lodging facilities,
networks, properties or concepts located anywhere, including your Restricted Area, if any, in any manner we or our affiliates determine. We and/or any of our affiliates may be sold to or otherwise acquired by an existing competitor or newly formed entity which itself has established or may establish competitive guest lodging facilities located anywhere (provided that your Restricted Area protections, if any, will be observed). Further, we and/or our affiliates may purchase, merge, acquire, or affiliate in any other way with any franchised or non-franchised network or chain of guest lodging facilities or any other business operating guest lodging facilities regardless of the location of that network, chain or other business’s facilities, including within your Restricted Area, if any, and that following such activity we may operate, franchise or license those other facilities under any Brands or marks anywhere regardless of the location of those businesses and/or facilities (but not, within your Restricted Area, if any, under the Brand or marks “Hampton Inn” or “Hampton Inn & Suites” standing alone or with the “by Hilton” designation, it being understood that “____ by Hilton,” alone or in combination with another Brand, does not fall within such prohibition). There is no mechanism for resolving any conflicts that may arise between your hotel and other hotels described in this paragraph.

You may not register, own or maintain any Sites relating to the Network or your hotel or that include the Marks. The only domain names, Sites, or Site contractors that you may use relating to your hotel or the Franchise Agreement are those we assign or otherwise approve in writing. You must obtain our advance written approval for any third-party Site in which your hotel will be listed, and any proposed links between the third-party Site and any Linked Sites and any proposed modifications to all Sites and Linked Sites. See Item 11 for further information concerning our Web Site requirements and limitations. The Franchise Agreement does not otherwise limit the channels through which you may solicit customers for your hotel.

We do not permit the relocation of franchised hotels. You have no options, rights of first refusal or similar rights to acquire additional franchises.

ITEM 13
TRADEMARKS

Trademark Use: Your Rights

We grant you a limited, nonexclusive right to use our System in the operation of a hotel at a specified location under one of the licensed trademarks "Hampton Inn" or "Hampton Inn & Suites" (each a “Principal Mark”). As used in the Franchise Agreement and this Disclosure Document, the System includes the Marks, including the Principal Mark “Hampton.” The Marks include the Principal Mark and all other service marks, copyrights, trademarks, logos, insignia, emblems, symbols, and designs (whether registered or unregistered), slogans, distinguishing characteristics, trade names, domain names, and all other marks or characteristics associated or used with or in connection with the System, and similar intellectual property rights, that we designate to be used in the System.

Our affiliate, HIH, holds the rights to the Marks, including the following trademarks and service marks, which are registered on the United States Patent and Trademark Office Principal Register:

<table>
<thead>
<tr>
<th>Mark</th>
<th>Registration Number</th>
<th>Registration Date</th>
</tr>
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<tr>
<td>Hampton (words)</td>
<td>2482431</td>
<td>8/28/2001</td>
</tr>
<tr>
<td>Hampton Inn (words)</td>
<td>1305512</td>
<td>11/13/1984</td>
</tr>
<tr>
<td>Hampton Inn (logo)</td>
<td>1343583</td>
<td>6/18/1985</td>
</tr>
<tr>
<td>Hampton Inn (logo lined for color)</td>
<td>1343584</td>
<td>6/18/1985</td>
</tr>
<tr>
<td>Mark</td>
<td>Registration Number</td>
<td>Registration Date</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>---------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Hampton Inn &amp; Suites (words)</td>
<td>1935900</td>
<td>11/14/1995</td>
</tr>
<tr>
<td>Hampton Inn &amp; Suites (logo)</td>
<td>2079257</td>
<td>7/15/1997</td>
</tr>
<tr>
<td>100% Satisfaction Guarantee (circular logo)</td>
<td>2940916</td>
<td>4/12/2005</td>
</tr>
<tr>
<td>1-800-HAMPTON (word)</td>
<td>2116479</td>
<td>11/25/1997</td>
</tr>
<tr>
<td>Cartouche Design (logo)</td>
<td>1352215</td>
<td>7/30/1985</td>
</tr>
<tr>
<td>Friendly service, clean rooms and a complimentary</td>
<td>3035760</td>
<td>12/27/2005</td>
</tr>
<tr>
<td>breakfast. If you’re not satisfied, we don’t expect</td>
<td></td>
<td></td>
</tr>
<tr>
<td>you to pay. That’s our commitment and your guarantee.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>That’s 100% Hampton.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hampton’s On The Run (words)</td>
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<td>5/26/2009</td>
</tr>
<tr>
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<td>2/7/2006</td>
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<tr>
<td>That’s 100% Hampton. (words)</td>
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<td>2/8/2005</td>
</tr>
<tr>
<td>We Love Having You Here (words)</td>
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<td>We’re With You All The Way (word)</td>
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<td>8/21/2001</td>
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<tr>
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<td>11/30/2010</td>
</tr>
<tr>
<td>Hamptonality (words)</td>
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<td>1/15/2013</td>
</tr>
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</table>

We entered into a license agreement with HIH which grants us the right to use the Marks in connection with the System in the US. The term of the license agreement between us and HIH continues indefinitely so long as each party continues to be an affiliate of Hilton Worldwide. HIH has certain enforcement rights in the event we default under the license agreement, including the right to terminate the license agreement if we fail to cure a default within the time period specified in the license agreement. These enforcement rights or any other rights of HIH to terminate the license agreement will not affect your right to use the Marks licensed to you under the Franchise Agreement as long as you are in good standing under the Franchise Agreement. The Marks may be transferred to another affiliate for administrative purposes periodically, and we will continue to have a license to use the Marks in connection with the System in our franchise business. The Franchise Agreement does not grant you the right to use any other marks owned by our affiliate HIH.

You may use the Marks only in connection with the System and only in the manner we designate, as set out in the Franchise Agreement and the Standards. We may designate additional Marks, change the way Marks are depicted, or withdraw Marks from use at any time. We will not withdraw the Principal Mark. We reserve the right to limit what Marks each Brand of hotel may use. For example, a Hampton Inn hotel is not referred to as a Hampton Inn & Suites hotel without our written consent.

Your hotel will be initially known by the trade name set forth in the Addendum (“Trade Name”). We may change the Trade Name at any time, but we will not change the Principal Mark. You may not change the Trade Name without our specific written consent.

Under the terms of the Franchise Agreement, you acknowledge and agree that you are not acquiring the right to use any service marks, copyrights, trademarks, logos, designs, insignia, emblems, symbols, designs, slogans, distinguishing characteristics, trade names, domain names or other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.
Use of the Marks: Your Duties

We have the right to control any administrative proceedings or litigation involving a Mark licensed by us to you. We will have the sole right and responsibility to handle disputes with third-parties concerning use of the Marks or the System. The protection of the Marks and their distinguishing characteristics as standing for the System is important to all of us. For this reason, you must immediately notify us of any infringement of or challenge to your use of any of the Marks. You may not communicate with any other person regarding any such infringement, challenge or claim. We will take the action we consider appropriate with respect to such challenges and claims and we will have the sole right to handle disputes concerning the Marks or the System. You must fully cooperate with us in these matters. Under the terms of the Franchise Agreement, you appoint us as your exclusive attorney-in-fact, to defend and/or settle all disputes of this type. You must sign any documents we believe are necessary to obtain protection for the Marks and the System and assign to us any claims you may have related to these matters. Our decision as to the prosecution, defense and settlement of the dispute will be final. All recoveries made as a result of disputes with third-parties regarding the System or the Marks will be for our account.

You must operate under and prominently display the Marks in your hotel. You may not adopt any other Brands in operating your hotel that we do not approve. You also may not use any of the Marks, or the words “Hampton,” “Hampton Inn,” “Hampton Inn & Suites,” “Hampton Inn by Hilton,” “Hampton Inn & Suites by Hilton” or any similar word(s) or acronyms: (a) in your corporate, partnership, business or trade name except as we provide in the Franchise Agreement or the Manual; (b) any Internet-related name (including a domain name), except as we provide in the Franchise Agreement or in the Manual; or (c) any business operated separate from your hotel, including the name or identity of developments adjacent to or associated with your hotel. Any unauthorized use of the Marks will be an infringement of our rights and a material breach of the Franchise Agreement.

Agreements, Proceedings, Litigation and Infringing Uses

There are no agreements currently in effect which significantly limit our rights to use or license the use of these Marks in any material manner. There are no infringements actually known to us that could materially affect your use of the Marks. There are no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or the trademark administrator of any state or any court in the United States involving our Marks. There is no pending material litigation or pending infringement, opposition or cancellation proceedings in the United States that could materially affect the use of our Principal Mark. All required affidavits and renewals have been filed.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Our license from HIH includes a license to all the intellectual property rights relating to the Hampton Brand in the US. You may use this intellectual property only in connection with the System and only in the manner we designate, as set out in the Franchise Agreement and the Standards. The Franchise Agreement does not grant you the right to use any other intellectual property owned by any of our affiliates.

US Patent No. D501194 S was issued to our affiliate on January 25, 2005, and has been licensed to us. This design patent describes the design of the Hampton Clock Radio, which is being used in every Hampton guest room. Features of the clock radio design described in the patent application include large buttons with Hampton graphics/images on the top of the clock radio that may be preset to
various radio stations for simplified use by the guest; simplified alarm setting procedure with 3-step instructions written on the top of the clock radio; time set buttons on the back of the clock radio to discourage guests from changing the time that appears on the clock radio; daylight savings time “on/off” switch to simplify process of changing the time; clock time display and alarm time display automatically and simultaneously visible on the LCD display; and automatic shut off of music after 90 minutes.

US Patent. No. USD602282S was issued to our affiliate on October 20, 2009, and has been licensed to us. The design patent describes Hilton’s Window Wall Furniture System currently being used in some Hampton Brand hotels.

HIH’s and our rights to use or license these patents are not materially limited by any agreement or known infringing use.

We will have the sole right and responsibility to handle disputes with third-parties concerning the patents. The protection of the patents and their distinguishing characteristics are important to all of us. For this reason, you must immediately notify us of any infringement or challenge to our use of the patents. You may not communicate with any other person regarding any such infringement, challenge or claim. We will take the action we consider appropriate with respect to such challenges and claims and only we will have the sole right to handle disputes concerning the patents. You must fully cooperate with us in these matters. Under the terms of the Franchise Agreement, you appoint us as your exclusive attorney-in-fact, to defend and/or settle all disputes of this type. You must sign any documents we believe are necessary to obtain protection for the patents and assign to us any claims you may have related to these matters. Our decision as to the prosecution, defense and settlement of the dispute will be final. All recoveries made as a result of disputes with third-parties regarding the System or the Marks will be for our account. You must also agree not to contest our or HIH’s interest in these patents or our other trade secrets.

Our affiliate owns the copyrights for building plans. The building plans for Hampton Inn hotels were registered with the United States Copyright Office on May 9, 1984 under registration numbers VA 60634 and VA 60635. These copyrights expire on December 31, 2059 and are not renewable. The Hampton Inn & Suites building plans were registered at the United States Copyright Office on May 9, 1994 under registration number VAU 313-183. This copyright expires on December 31, 2069 and is not renewable. We have the right to use, and grant our franchisees rights to use, these copyrighted plans to construct Hampton Brand hotels.

HIH’s proprietary information, which has been licensed to us, consists of the Manual and all other information or materials concerning the methods, techniques, plans, specifications, procedures, information, systems and knowledge of and experience in the development, operation, marketing and licensing of the System (“Proprietary Information”). You must treat the Proprietary Information as confidential. You must adopt and implement all reasonable procedures we may periodically establish to prevent unauthorized use or disclosure of the Proprietary Information, including restrictions on disclosure to your employees and the use of non-disclosure and non-competition clauses in agreements with your employees, agents and independent contractors who have access to the Proprietary Information.

The Standards, as compiled in the Manual or set out in the Franchise Agreement or otherwise, set forth our requirements and recommended practices and procedures regarding the specifications, requirements, criteria, and policies for design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotel and inn operations and for hotel identification,
advertising and accounting. Although neither we, nor HIH, nor any predecessor of either of us, have filed an application for a copyright registration for the Manual, we and HIH claim copyrights, and the information is Proprietary Information. You must comply with our requirements concerning confidentiality of the Manual. You may not copy or distribute any part of the Manual to anyone who is not affiliated with the System. You must also promptly tell us, in writing, when you learn of any unauthorized use of our Proprietary Information. We will respond as we think appropriate. We are not, however, obligated to participate in your defense or indemnify you for damages or expenses if you are a party to a proceeding involving the copyright on the Manual. Items 11 and 15 of this Disclosure Document further describe the limitations on the use of the Manual by you and your employees.

Although neither HIH nor any predecessor has filed an application for copyright registration for the Hilton OnQ software, which includes OnQ (formerly System 21) and other Hilton Systems (namely the Revenue and Customer Relationship Management Systems), HIH claims copyrights and the information is Proprietary Information. You may not copy or distribute any of the Hilton OnQ software, and you must notify us of any unauthorized use of the Hilton OnQ software.

There are no agreements currently in effect which significantly limit your right to use any of HIH’s registered or claimed copyrighted materials. Also, there are no currently effective determinations of the US Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of HIH’s registered or claimed copyrights discussed above. As of the issuance date of this Disclosure Document, we are not aware of any infringing uses of or superior prior rights to any of HIH’s registered or claimed copyrights which could materially affect your use of them.

If it becomes advisable at any time in our sole discretion to modify or discontinue the use of any current or future copyright and/or the use of one or more additional or substitute copyrights, you must comply with our instructions. We are not obligated to reimburse you for any costs, expenses or damages.

Although the patents and copyrights described above are held by HIH, they may be transferred to another affiliate for administrative purposes periodically, and we will continue to have a license to use them in connection with the System in our franchise business.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for the Marks described in Item 13 of this Disclosure Document.

All information we obtain from you or about your hotel or its guests or prospective guests under the Franchise Agreement or any related agreement (including agreements relating to the computerized reservation, revenue management, property management, and other system(s) we provide or require), or otherwise related to your hotel (“Information”), and all revenues we derive from the Information will be our property. You may use information that you acquire from third-parties in operating your hotel, such as customer data, at any time during or after the Term to the extent lawful and at your sole risk and responsibility, but only in connection with operating your hotel. The Information (except for Information you provide to us or Hilton Worldwide with respect to yourself and your affiliates (if any), including your or your affiliates’ respective officers, directors, shareholders, partners or members) will become our Proprietary Information which we may use for any reason as we consider necessary or appropriate, in our judgment, including making financial performance representations in any Franchise Disclosure Document. You must abide by all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional and national requirements applicable to your hotel (“Privacy Laws”). In addition, you must comply with our standards and policies pertaining to the privacy and security of personal information, customer relationships and Privacy Laws.
ITEM 15
OBLIGATION TO PARTICIPATE
IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Whether you are an individual, corporation, limited liability company, partnership or other entity, you are at all times responsible for the management of your hotel’s business. You may fulfill this responsibility only by providing qualified and experienced management satisfactory to us, which may be a third-party management company (“Management Company”), which we have approved in writing. However, you may not enter into any lease, management agreement or other similar arrangement for the operation of your hotel or any part of your hotel with any person or entity without first obtaining our written consent. To be approved by us as the operator of the hotel, we must consider you or any proposed Management Company to be qualified to manage the hotel. We may refuse to approve you or any proposed Management Company which, in our reasonable business judgment, is inexperienced or unqualified in managerial skills or operating capacity or capability, or is unable to adhere fully to the obligations and requirements of the Franchise Agreement. We reserve the right to not approve a Competitor (defined below), or any entity that is the exclusive manager for a Competitor through itself or an affiliate, to manage your hotel. If your Management Company becomes a Competitor, or if in our sole judgment your Management Company becomes unsuitable to manage your hotel, you will have 90 days to retain a qualified substitute Management Company that we approve.

A "Competitor" means any individual or entity that at any time during the Term, whether directly or through an affiliate, owns in whole or in part, or is the licensor or franchisor of, a Competing Brand, irrespective of the number of hotels owned, licensed or franchised by the Competitor under such Brand. A Competitor does not include an individual or entity that: (i) is a franchisee of a Competing Brand; (ii) manages a Competing Brand hotel, so long as the individual or entity is not the exclusive manager of the Competing Brand; or (iii) owns a minority interest in a Competing Brand, so long as neither that individual or entity nor any of its affiliates is an officer, director, or employee of the Competing Brand, or exercises, or has the right to exercise, control over the business decisions of the Competing Brand. A “Competing Brand” means a hotel brand or trade name that, in our sole business judgment, competes with the System or any Network Hotel.

Any Management Company must have the authority to perform all of your obligations under the Franchise Agreement, including all indemnity and insurance obligations. After we approve the Management Company, we can require the general manager and other personnel, such as your director of sales, to attend training programs that pertain to the operational functions of the hotel related to those roles that are necessary to meet our Brand Standards.

We may determine that you are not qualified to operate the hotel, and if so, we will require you to retain a Management Company to operate the hotel. Normally, we do not require that you engage us as the Management Company in order to obtain a license. Occasionally, because of the distribution of company-managed hotels in a particular geographic area, or other factors, we may determine that the development of a new hotel is appropriate only if we manage the hotel. In that case, we may condition the granting of a license on our managing the hotel.

We do not require you or your manager to sign an agreement not to compete with us after termination of the Franchise Agreement. However, you may not engage, directly or indirectly, in any cross-marketing or cross-promotion of your hotel with any other hotel, motel or related business without our prior written consent, except for System Hotels or Network Hotels. You must not copy or disclose any confidential or proprietary materials.
After a review of the financial information submitted with your Application and the proposed ownership of the hotel and real property, we determine guaranty requirements. Each required guarantor, who may include the spouse of an owner of the hotel or the franchisee, must sign a Guaranty, by which the guarantor assumes and agrees to discharge certain of the Franchisee’s obligations under the Franchise Agreement. In addition, we may require you to provide a Guaranty from a third-party acceptable to us as a condition to our issuing a lender comfort letter for a loan related to the hotel or as a condition to our consent to certain kinds of loans you or your principals may obtain. Such loans may include those in which the hotel loan will be cross-collateralized and/or cross-defaulted with loans to other hotels or loans secured by the hotel that are not for the direct benefit of the hotel. If we send you a written notice of default, we may also require you to provide a Guaranty from a third-party acceptable to us covering all of your obligations under the Franchise Agreement. A copy of the Guaranty is attached as Exhibit E.

**ITEM 16**

**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

We do not impose any restrictions as to the customers to whom you may sell goods or services. In general, you must comply with our requirements as to the types and levels of services, amenities and products that must or may be used, promoted or offered at or in connection with the hotel. You must comply with our requirements regarding supplies, including our specifications for all supplies and our policies regarding suppliers from whom you purchase supplies. High standards are the essence of the System we license to you.

You must operate your hotel 24 hours a day every day, except as we may otherwise permit based on special circumstances. You must operate, furnish, maintain and equip your hotel in a clean, safe and orderly manner and in first-class condition under the provisions of the Franchise Agreement and the Standards, and in compliance with all applicable local, state, and federal laws, customs and regulations, including maintaining and conducting your business using sound business and financial practices. You must adopt, use and comply with the Standards, and keep your Manual current at all times. You must also provide efficient, courteous and high-quality service to the public.

You may not make any change in the number of approved guest rooms set forth in the Addendum to your Franchise Agreement or any other significant change (including major changes in structure, design or decor) in the hotel without our prior written approval. You may not offer products or services unless and until they have been approved by us. Minor redecoration and minor structural changes that comply with our standards and specifications will not be considered significant.

We may periodically require you to modernize, rehabilitate and/or upgrade your hotel’s fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then current standards and specifications specified in the Manual. These standards will benefit the System as a whole. You must make these changes at your sole cost and expense. You must also maintain acceptable product quality ratings at your hotel and maintain the hotel in accordance with the Standards. We may make limited exceptions from some of those standards based on local conditions or special circumstances but we are not required to do so.

There is no limit on our right to make changes to the System. We make changes to the System based on our assessment of the long-term best interests of hotels using the System, considering the interest of the System overall. You must comply with all changes we adopt. We may require that you purchase particular models or brands of merchandise for resale to be sold from the hotel from us or from a source we designate.
You must participate in and use the required Reservation Service, including any additions, enhancements, supplements or variants which we or our affiliates develop or adopt. You must honor and give first priority on available rooms to all confirmed reservations referred to your hotel through the Reservation Service. The Reservation Service is the only reservation service or system you may use for outgoing reservations referred by or from your hotel to other hotels or other reservation services we or our affiliates designate.

You must refer guests and customers, wherever reasonably possible, only to System Hotels and (if and as we direct) Network Hotels. However, we can require you to participate in programs designed to refer prospective customers to other hotels, whether in the System or otherwise. You must also display all material, including brochures and promotional material we provide to System Hotels and Network Hotels; and allow advertising and promotion only of System Hotels and Network Hotels on your hotel premises.

You must participate in, and pay all charges related to, all guest frequency programs we or Hilton require, including the Hilton Honors Worldwide guest reward programs or any successor programs. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or Hilton offer to the public on your behalf, any room rate quoted to any guest at the time the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs.

We periodically adopt programs whereby our Systems and the systems of our affiliates, promote each other. Currently, under a program we refer to as “cross-selling,” if a customer calls our Reservations Service Center and we are unable to find suitable accommodations in any hotel in the System (and the customer would otherwise terminate the phone call), we will try to find suitable accommodations with System Hotels (or that of our affiliate). We may implement a common platform for the reservation programs of our various hotel systems, so that we can cross-sell the hotels of all our systems (and those of our affiliates).

We may require you to offer amenities such as restaurants, lounges, recreational facilities (pool, whirlpool, exercise room, sauna, etc.), parking facilities, meeting and function space, gift shop and other concessions. The types and quality of the products and services that supplement the above amenities must also comply with our requirements.

You may not conduct or permit gaming or casino operations in the hotel or on the hotel premises without our express written prior permission, which we may withhold at our sole discretion.

Except as described in the following sentence, you may not conduct or permit the sale of timeshares, vacation ownership, fractional ownership, condominiums, or like schemes at or adjacent to your hotel without our written permission, you may do so only as we permit and we may withhold permission at our sole discretion. You may conduct timeshare or condominium sales or marketing at any property that you own or lease which is located adjacent to the hotel so long as you do not use any of the Marks in these sales efforts and you do not use the hotel or its facilities in these timeshare or condominium sales, marketing efforts or business operations.

You may not share the business operations and your hotel facilities with any other hotel, inn, conference center, lodging facility or similar business without our express permission, which we may withhold for any reason. You are not allowed to engage in any tenant-in-common syndication or transfer of any tenant-in-common interest in the hotel or the hotel site, other than a Transfer that is otherwise a Permitted Transfer, without our express permission, which we may withhold for any reason. If we permit you to share your business operation or engage in a tenant-in-common
syndication or transfer, you must comply with any terms that we require as a condition to our approval.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the agreements attached to this Disclosure Document. See Exhibits D and G.

THE FRANCHISE RELATIONSHIP

<table>
<thead>
<tr>
<th>Provision</th>
<th>Section in Franchise Agreement (“FA”) and HITS Agreement</th>
<th>Summary</th>
</tr>
</thead>
</table>
| a. Length of the franchise term                | FA §3, Addendum                                         | New Construction: Generally, at midnight on the last day of the month 22 years after the Opening Date.  
Conversion: Generally, at midnight on the last day of the month 10 to 20 years after the Opening Date.  
Change of Ownership: Generally, either the remaining Term under the existing franchise agreement, or such other term as we may approve. |
|                                               | HITS Agreement §8(f)                                    | 3 years                                                                                                                                 |
| b. Renewal or Extension of the term           | FA §3                                                  | You do not have the right to renew or extend the Franchise Agreement.                                                                   |
|                                               | HITS Agreement §8(f)                                    | The HITS Agreement automatically renews for additional 3 year terms unless we notify you otherwise.                                  |
| c. Requirements for you to renew or extend    | FA – Not applicable                                     | You do not have the right to renew or extend, but if we agree, in our sole discretion, to re-license, you may be asked to sign a contract with materially different terms and conditions from the original Franchise Agreement, and you must comply with any PIP performance conditions that we specify. |
|                                               | HITS Agreement §8(f)                                    | Renewal is automatic unless we notify you otherwise.                                                                               |
| d. Termination by you                         | FA §14.4 and 14.5                                      | You are not authorized to terminate the Franchise Agreement before expiration of the Term.  
If you unilaterally terminate the Franchise Agreement without cause, it is a material breach of the Franchise Agreement, and you must pay to us, on demand, Liquidated Damages, or we may seek to recover actual damages in certain circumstances. |
|                                               | HITS Agreement – Not applicable                        | You must operate under the HITS Agreement as long as the Franchise Agreement is in effect.                                              |
| e. Termination by us without cause            | FA §§11.1 and 11.2                                     | Condemnation: you must immediately inform us of any proposed taking of any portion of the hotel by eminent domain, and we may terminate the Franchise Agreement on notice to you, and will release you from the obligation to pay Liquidated Damages.  
Casualty: You must notify us if the hotel is damaged by fire or other casualty. If the casualty requires closing of the hotel, you may choose to repair or rebuild according to Standards, not later than 18 months after the closing. If you elect not to repair or rebuild the hotel after a condemnation or casualty to... |
<table>
<thead>
<tr>
<th>Provision</th>
<th>Section in Franchise Agreement (&quot;FA&quot;) and HITS Agreement</th>
<th>Summary</th>
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<tbody>
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<td></td>
<td>the hotel, we may terminate the franchise agreement on notice to you. We will release you from the obligation to pay Liquidated Damages as long as you and your Affiliates do not own or operate a hotel at the site under a lease, license or franchise from a Competitor within 3 years after the termination.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement §5(a)</td>
<td>If we terminate the Franchise Agreement or any other agreement that allows you to operate the hotel, we can terminate the HITS Agreement.</td>
</tr>
<tr>
<td>f. Termination by us with cause</td>
<td>FA §14</td>
<td>Except as described above, we can terminate only if you fail to satisfy any obligations under the Franchise Agreement or any attachment to it.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement §5(a)</td>
<td>We can terminate if you default and fail to cure your default within 10 days after notice from us.</td>
</tr>
<tr>
<td>g. “Cause” defined – defaults which can be cured</td>
<td>FA §14.1</td>
<td>We may terminate the Franchise Agreement by written notice to you at any time before its expiration on any of the following grounds: (1) you fail to pay us any sums due and owing to us or our Affiliates within the cure period in the notice (at least 10 days); (2) you fail to comply with any provision of this Agreement, the Manual or any System Standard and do not cure that default within the cure period in the notice (at least 30 days); or (3) you do not purchase or maintain required insurance or do not reimburse us for our purchase of insurance on your behalf within the cure period in the notice (at least 10 days). If you fail to cure within the specified cure period, we may delay termination but suspend the hotel from the Reservation Service and any reservation and/or website services provided through or by us, and divert reservations for your hotel to other System or Network hotels; remove the listing of the hotel from any directories or advertising we publish; disable all or any part of the software provided to you and/or may suspend any one or more of the information technology and/or network services that we provide or support; and charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement §5(b)</td>
<td>If you fail to pay us or breach any other material provision of the HITS Agreement.</td>
</tr>
<tr>
<td>h. “Cause” defined – non-curable defaults</td>
<td>FA §14.2</td>
<td>We may terminate the Franchise Agreement immediately on notice to you, without giving you any opportunity to cure the default if:</td>
</tr>
<tr>
<td></td>
<td>FA §14.2 (1)</td>
<td>after curing any material breach, you engage in the same non-compliance within any consecutive 24 month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;</td>
</tr>
<tr>
<td></td>
<td>FA §14.2 (2)</td>
<td>we send you 3 notices of material default in any 12-month period, regardless of whether the defaults have been cured;</td>
</tr>
<tr>
<td></td>
<td>FA §14.2 (3)</td>
<td>you or any Guarantor fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;</td>
</tr>
<tr>
<td>Provision</td>
<td>Section in Franchise Agreement (&quot;FA&quot;) and HITS Agreement</td>
<td>Summary</td>
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<tr>
<td>FA §14.2 (4)</td>
<td>you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the hotel under any law; or you have an order entered against you appointing a receiver for the hotel or a substantial part of your or the hotel's assets; or you make an assignment for the benefit of creditors, or similar disposition of the assets of the hotel;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (5)</td>
<td>you lose possession or the right to possession of all or a significant part of the hotel or hotel Site, whether through foreclosure, foreclosure of any lien, trust deed, or mortgage, loss of lease, or for any other reason;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (6)</td>
<td>you fail to operate the hotel for 5 consecutive days, unless the failure to operate is due to an event of Force Majeure or similar causes beyond your control, provided that you have taken reasonable steps to minimize the impact of such events;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (7)</td>
<td>you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (8)</td>
<td>you or any Equity Owners with a controlling Equity Interest are or have been convicted of a felony or any other offense or conduct, if we determine in our business judgment it is likely to adversely reflect on or affect the hotel, the System, us and/or any Entity;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (9)</td>
<td>you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (10)</td>
<td>you or your affiliate become a Competitor without our prior written consent;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (11)</td>
<td>you Transfer any interest in yourself, the Franchise Agreement, the hotel or the hotel Site, other than in compliance with the Franchise Agreement;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (12)</td>
<td>you or a Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or otherwise breach the representations in the Franchise Agreement;</td>
<td></td>
</tr>
<tr>
<td>FA §14.2 (13)</td>
<td>information involving you or your affiliates, whether provided by you or obtained through our own investigation, discloses facts concerning you or your affiliates, including your or your affiliates' respective officers, directors, shareholders, partners or members, and/or the hotel, or title to the property over which the hotel is constructed or any other property used by the hotel, including leased commercial space, which, in our business judgment, is likely to adversely reflect on or affect in any manner, any gaming licenses or permits held by us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of us or any of our Affiliates;</td>
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<tr>
<td>Provision</td>
<td>Section in Franchise Agreement (‘FA’) and HITS Agreement</td>
<td>Summary</td>
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<tr>
<td>i. Your obligations on termination, expiration or non-renewal</td>
<td>FA §14.2 (14)</td>
<td>any Guarantor breaches its guaranty to us; or</td>
</tr>
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<td></td>
<td>FA §14.2 (15)</td>
<td>a threat or danger to public health or safety results from the construction, maintenance, or operation of the hotel.</td>
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<td></td>
<td>HITS Agreement §5(a)</td>
<td>You have no right to cure once your Franchise Agreement terminates.</td>
</tr>
<tr>
<td></td>
<td>FA §14.6</td>
<td>On termination or expiration of the Agreement you must immediately:</td>
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<tr>
<td></td>
<td>FA §14.6 (1)</td>
<td>pay all sums due and owing to us or any of our Affiliates, including liquidated damages and any expenses incurred by us in obtaining injunctive relief for the enforcement of the Franchise Agreement;</td>
</tr>
<tr>
<td></td>
<td>FA §14.6 (2)</td>
<td>cease operating the hotel as a System hotel and cease using the System;</td>
</tr>
<tr>
<td></td>
<td>FA §14.6 (3)</td>
<td>cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods; deliver all goods and materials containing the Marks to us; make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials.</td>
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<tr>
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<td>FA §14.6 (4)</td>
<td>cease representing yourself as then or formerly a System hotel or affiliated with the Licensed Brand or the Network;</td>
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<td>FA §14.6 (5)</td>
<td>return all copies of the Manual and any other Proprietary Information to us;</td>
</tr>
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<td></td>
<td>FA §14.6 (6)</td>
<td>cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the hotel, and authorize their transfer to us; and</td>
</tr>
<tr>
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<td>FA §14.6 (7)</td>
<td>irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Licensed Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Licensed Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify; delete all references to our Marks, System, Network or Licensed Brand from any Sites you own, maintain or operate beyond the expiration or termination of the Franchise Agreement.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement §5(c)</td>
<td>You must stop using our software and related documents, return all copies to us, and certify to us that you have done so.</td>
</tr>
<tr>
<td>j. Assignment of contract by us</td>
<td>FA §13.1</td>
<td>We may assign or transfer the Franchise Agreement and any of our rights, duties or assets to any person or entity without</td>
</tr>
<tr>
<td>Provision</td>
<td>Section in Franchise Agreement (“FA”) and HITS Agreement</td>
<td>Summary</td>
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<td>your consent so long as the assignee assumes all of our obligations to permit you to operate the hotel.</td>
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<tr>
<td>HITS Agreement §22</td>
<td>We have the right to assign our obligations, and we have the right to assign the HITS Agreement if the assignee agrees to assume our obligations.</td>
<td></td>
</tr>
<tr>
<td>k. &quot;Transfer&quot; by you – definition</td>
<td>FA §§1 and 13.2</td>
<td>Any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest, including a transfer of an interest the hotel, the Franchise Agreement, the site on which the hotel is located or any direct or indirect Equity Interest as defined in the Franchise Agreement. You may not transfer to a Competitor or a Sanctioned Person.</td>
</tr>
<tr>
<td>HITS Agreement – Not applicable</td>
<td></td>
<td>Any attempt on your part to transfer or assign any of your rights or obligations under the HITS Agreement is a “transfer” by you.</td>
</tr>
<tr>
<td>l. Our approval of transfer by you</td>
<td>FA §13.2</td>
<td>A Transfer of any interest in you, the Hotel, the Hotel Site, or the Franchise Agreement (or any rights or obligations under it) are prohibited unless expressly allowed in the Franchise Agreement. The Franchise Agreement allows 2 types of Transfers if certain conditions are satisfied: (a) Permitted Transfers; and (b) Change of Ownership Transfers. In any Transfer, the proposed Transferee may not be a Sanctioned Person or a Competitor.</td>
</tr>
<tr>
<td>HITS Agreement §22</td>
<td>We have the right to approve all transfers.</td>
<td></td>
</tr>
<tr>
<td>m. Conditions for our approval of transfer</td>
<td>FA §13.2.1</td>
<td>Permitted Transfers are Transfers that will not result in a change of Control of you, the Hotel, or the Hotel Site.</td>
</tr>
<tr>
<td>FA §13.2.1.1</td>
<td>You may complete the following types of Permitted Transfers without giving us notice or obtaining our consent: Transfers of (a) Publicly Traded Equity Interests; (b) privately held Equity Interests when the transferee will hold less than 25% after the Transfer; and (c) interests within and to designated public investment funds if the named asset manager does not change.</td>
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<tr>
<td>FA §13.2.1.2</td>
<td>For the following types of Permitted Transfers, unless the Transfer otherwise qualifies under 13.2.1.1, you must give us 60 days’ written notice, obtain our consent, follow our then-current procedure for processing Permitted Transfers, sign documents required by us, and pay a processing fee: Transfers (a) to Affiliates; (b) to a family member or trust; (c) on death; and (d) of privately-held Equity Interests if more than 25% will have changed hands since the Effective Date of the Franchise Agreement.</td>
<td></td>
</tr>
<tr>
<td>FA §13.2.2</td>
<td>Any Transfer that is not a Permitted Transfer under §13.2.1 is a Change of Ownership Transfer. You must give 60 days’ written notice and provide any information we may require to consent to this type of transfer, not be in default; pay all amounts due to us and our Affiliates through closing; conclude any suit, action or proceeding that is pending or threatened against you, us or any Entity with respect to the Hotel, or provide adequate security; proposed transferee meets our then-current business requirements for new franchisees,</td>
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<tr>
<td>Provision</td>
<td>Section in Franchise Agreement (“FA”) and HITS Agreement</td>
<td>Summary</td>
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<td>including credit, background investigation, operations experience, prior business dealings, and other relevant factors; proposed transferee submits a Change of Ownership Application, pays our Franchise Application Fee, signs our then-current form of franchise agreement and agrees to our request for upgrades to the hotel (which may include payment of a PIP fee); and the transferee’s guarantors sign our then-current form of guaranty of franchise agreement. If the transferee has SBA financing, on or before closing you must pay us all fees that we estimate will be due through the closing date or you and the Transferee may agree to escrow and disburse the fees to us at closing. We will refund any excess about 30 days after closing.</td>
<td></td>
</tr>
<tr>
<td>FA §13.3</td>
<td>You must give 60 days’ advance notice of a public offering or private placement; follow our instructions about the use of the Marks and disclosure; and indemnify us from any claims related to the offer or sale of your securities; pay a processing fee when you submit the request and pay any additional costs we may incur.</td>
<td></td>
</tr>
<tr>
<td>FA §13.4</td>
<td>You or an Equity Owner may mortgage or pledge the hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the hotel, without notifying us or obtaining our consent, if (i) you or the applicable Equity Owner are the sole borrower, and (ii) the loan is not secured by any other hotels or other collateral. You must notify us of any other proposed mortgage or pledge, including any collateral assignment of this Agreement, and obtain our consent, which we may withhold in our business judgment. We will evaluate the proposed mortgage or pledge according to our then-current procedure and standards for processing such requests. We may issue our consent in the form of a “lender comfort letter” agreement in a form satisfactory to us, and may include an estoppel and general release of claims. We charge a fee for the processing of a lender comfort letter.</td>
<td></td>
</tr>
<tr>
<td>FA §5.1.24</td>
<td>You may lease or sublease commercial space in the hotel, or enter into concession arrangements for operations in connection with the hotel, in the ordinary course of business, subject to our right to review and approve the nature of the proposed business and the proposed brand and concept, all in keeping with our then current Standards for System Hotels.</td>
<td></td>
</tr>
<tr>
<td>HITS Agreement §22</td>
<td>We will only give our approval if transfer of the HITS Agreement is part of a transfer of your Franchise Agreement in a transaction we approve.</td>
<td></td>
</tr>
<tr>
<td>n. Our right of first refusal to acquire your business</td>
<td>FA §12</td>
<td>None, but you must notify us if you want to market any equity interests, other than a Transfer under §§ 13.2.1 or 13.2.2.</td>
</tr>
<tr>
<td>HITS Agreement – Not applicable</td>
<td>None.</td>
<td></td>
</tr>
<tr>
<td>o. Our option to purchase your business</td>
<td>FA – Not applicable</td>
<td>None.</td>
</tr>
<tr>
<td>HITS Agreement – Not applicable</td>
<td>None.</td>
<td></td>
</tr>
<tr>
<td>Provision</td>
<td>Section in Franchise Agreement (“FA”) and HITS Agreement</td>
<td>Summary</td>
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</table>
|-----------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
| p. Your death or disability                  | FA §13.2.2.3                                           | On the death of a Franchisee or Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person’s will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person’s estate without our consent, provided that: (i) the Transfer Upon Death is to an immediate family member or to a legal entity formed by such family member(s); and (ii) within 1 year after the death, such family member(s) or entity meet all of our then current requirements for an approved applicant and the transfer otherwise satisfies our conditions.                                                                                     |
| q. Non-competition covenants during the term of this franchise | FA §§1 and 5.1.15                                       | You and your affiliates may not, indirectly or directly, own or be a licensor or franchisor of a hotel brand that competes with the System, a System hotel or Network Hotel in our sole judgment, but you may own a minority interest in a Competitor under certain circumstances, and you may be a franchisee of a Competitor, or manage a property of a Competitor.                                                                                                                     |
| r. Non-competition covenants after the franchise is terminated or expires | FA – Not applicable                                    | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| s. Modification of the agreement            | FA §17.5.1                                             | All changes to the Franchise Agreement must be in writing and signed by an authorized person on behalf of you and us, but we can change the Standards, the Manual and other materials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| t. Integration/ merger clause                | FA §17.4                                               | Only the terms of the Franchise Agreement, the Application, the Guaranty and any other related agreements signed by the parties (and any representations in the franchise disclosure document) are enforceable (subject to state law). Any other promises may not be enforceable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| u. Dispute resolution by arbitration or mediation | FA – Not applicable                                    | None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| v. Choice of forum                           | FA §17.2.2                                             | Actions must be brought in the US District Court for the Eastern District of Virginia, in Alexandria, Virginia, or, if there is no subject matter jurisdiction in federal court, in a state court of competent jurisdiction in either Fairfax County, Virginia, or New York, New York, but we may elect to bring an action against you where the hotel is located.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

HITS Agreement – Not applicable

None.
ITEM 18
PUBLIC FIGURES

We currently do not use any public figure to promote our licenses.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The charts below set forth certain historic performance information for Hampton Brand hotels operating in the United States (but not its Territories or Possessions) (“US”).

In this Item 19, the term “Company-Managed” refers to hotels owned and/or managed by Hilton Worldwide or its affiliates, including franchised hotels. “Franchisee-Managed” refers to hotels that are franchised and are managed by the franchisee or a non-Hilton Worldwide management company retained by the franchisee. “Comparable Hotels” means those that: (i) were active and operating in our system for at least one full calendar year as of the end of the current period, and open January 1st of the previous year; (ii) have not undergone a change in brand or ownership type during the current or comparable periods reported; and (iii) have not sustained substantial property damage, business interruption, undergone large-scale capital projects or for which comparable results are not available.

As of December 31, 2016, there were 1,250 Hampton Inn branded hotels operating in the US. Of these, 1,045 were classified as Comparable Hotels. Of the Comparable Hotels, 39 were Company-Managed and 1,006 were Franchisee-Managed. As of December 31, 2016, there were 817 Hampton Inn & Suites branded hotels operating in the US. Of these, 654 were classified as Comparable Hotels. Of the Comparable Hotels, 8 were Company-Managed and 646 were Franchisee-Managed. As of December 31, 2016, combining Hampton Inn and Hampton Inn & Suites, there were 2,067 Hampton branded hotels operating in the US. Of these, 1,699 were classified as Comparable Hotels. Of the Comparable Hotels, 47 were Company-Managed and 1,652 were Franchisee-Managed. The financial performance results detailed in this section for 2015 and 2016 are for the 2016 Comparable Hotels, defined above to provide a year-over-year comparison.

The following charts show Average Room Rate and Average Occupancy for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that
met or exceeded the average. Average Room Rate and Average Occupancy are calculated based on information routinely reported to Hilton Worldwide by individual System hotels.

### Room Rates – Comparable Hampton Inn Hotels

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
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<tbody>
<tr>
<td>Average Room Rate of all Comparable Hotels</td>
<td>$118.04</td>
<td>$119.65</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Company-Managed Hotels which met or exceeded Average Room Rate</td>
<td>9/23.1%</td>
<td>8/20.5%</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Room Rate</td>
<td>342/34.0%</td>
<td>343/34.1%</td>
</tr>
</tbody>
</table>

Source: Hilton

### Room Rates – Comparable Hampton Inn & Suites

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
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<tbody>
<tr>
<td>Average Room Rate of all Comparable Hotels</td>
<td>$125.08</td>
<td>$127.14</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Company-Managed Hotels which met or exceeded Average Room Rate</td>
<td>4/50.0%</td>
<td>4/50.0%</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Room Rate</td>
<td>219/33.9%</td>
<td>215/33.3%</td>
</tr>
</tbody>
</table>

Source: Hilton

### Occupancy – Comparable Hampton Inn and Hampton Inns & Suites

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Occupancy of all Comparable Hotels</td>
<td>74.2%</td>
<td>74.0%</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Company-Managed Hotels which met or exceeded Average Occupancy</td>
<td>29/61.7%</td>
<td>26/55.3%</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Occupancy</td>
<td>820/49.6%</td>
<td>827/50.1%</td>
</tr>
</tbody>
</table>

Source: Hilton

The following charts show the Occupancy Index and RevPAR Index for Comparable Hotels, open as of January 31, 2017, and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average. Occupancy Index and RevPAR Index calculations are based on competitive set data provided by Smith Travel Research, Inc., an independent research firm that provides information to the hotel industry. Smith Travel Research receives information directly from hotel chains or individual hotel properties. We have not audited or independently verified the information provided by Smith Travel Research. The indices presented are relative to a competitive set that has been identified for Smith Travel Research by each Comparable Company-Managed or Franchisee-Managed hotel. They do not represent every hotel or lodging facility in a geographic area. Generally, each of Company-Managed or Franchisee-Managed hotels must identify at least 3 competitive hotels.

The charts for Occupancy Index and RevPAR Index utilize a weighting that involves adjusting the competitive set’s rooms available (supply) to equal the room count of the subject property. After each competitive set is weighted, the brand performance aggregates are calculated. Smith Travel Research refers to this process as “portfolio weighting”.

**Occupancy Index -** The Occupancy Index measures a hotel's occupancy performance relative to an aggregated grouping of hotels (competitive set, market, tract, etc.). Occupancy Index is designed to measure a hotel's share of the segment's demand (demand = rooms sold). An index of 100
represents a fair share compared to the aggregated group of hotels. An index greater than 100 represents more than fair share of the aggregated group’s performance.

The Occupancy Index is calculated as follows:

\[(\text{Hotel Occupancy} / \text{Comp Set Occupancy}) \times 100 = \text{Occupancy Index}\.

<table>
<thead>
<tr>
<th>Occupancy Index* - Comparable Hampton Inn and Hampton Inn &amp; Suites Hotels</th>
<th>2015*</th>
<th>2016*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Occupancy Index of all Comparable Hotels</td>
<td>109.44</td>
<td>109.35</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Company-Managed Hotels which met or exceeded Average Occupancy Index</td>
<td>20/42.6%</td>
<td>25/53.2%</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average Occupancy Index</td>
<td>822/49.8%</td>
<td>847/51.3%</td>
</tr>
</tbody>
</table>

* The table does not include 1 Comparable Company-Managed Hampton Inn and 3 Comparable Franchisee-Managed Hampton Inns / Hampton Inns & Suites for 2015 and 2016, because data for these hotels were insufficient.

Source: Smith Travel Research, Inc. and Hilton

RevPAR Index - The RevPAR Index measures a hotel’s RevPAR (revenue per available room) relative to an aggregated grouping of hotels (competitive set, market, tract, etc.). An index of 100 represents a fair share compared to the aggregated group of hotels. An index greater than 100 represents more than fair share of the aggregated group’s performance.

RevPAR Index is calculated as follows:

\[(\text{Hotel RevPAR} / \text{Comp Set RevPAR}) \times 100 = \text{RevPAR Index}\.

<table>
<thead>
<tr>
<th>RevPAR Index* - Comparable Hampton Inns and Hampton Inns &amp; Suites</th>
<th>2015*</th>
<th>2016*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average RevPAR Index of all Comparable Hotels</td>
<td>119.99</td>
<td>119.51</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Company-Managed Hotels which met or exceeded Average RevPAR Index</td>
<td>21/44.7%</td>
<td>24/51.1%</td>
</tr>
<tr>
<td>Number &amp; Percentage of Comparable Franchisee-Managed Hotels which met or exceeded Average RevPAR Index</td>
<td>857/51.9%</td>
<td>869/52.6%</td>
</tr>
</tbody>
</table>

* The table does not include 1 Comparable Company-Managed Hampton Inn and 3 Comparable Franchisee-Managed Hampton Inns / Hampton Inns & Suites for 2015 and 2016, because data for these hotels were insufficient.

Source: Smith Travel Research, Inc. and Hilton

The following charts show Average Percentage of Hilton Honors contribution to Occupancy and the Average Percentage of Reservation Service Contribution to Occupancy for Comparable Hotels and the number and percentage of Company-Managed and Franchisee-Managed Comparable Hotels that met or exceeded the average.

The Average Percentage of Hilton Honors Contribution to Occupancy is the percentage of occupancy derived from dividing the total occupied room/suite nights as reported by Comparable Hotels to us or to Hilton Worldwide into the number of Hilton Honors-occupied room/suite nights for the hotels (defined as room/suite nights during which an Hilton Honors member occupies a guest room/suite and is awarded Hilton Honors points for the stay). The Hilton Honors-occupied room/suite nights are determined from data reported by the hotels electronically to Hilton Worldwide through a third-party service provider, who compiles and reports the data to Hilton Worldwide.
### Hilton Honors Contribution to Occupancy

<table>
<thead>
<tr>
<th>Comparable Hampton Inns and Hampton Inns &amp; Suites</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Percentage of Hilton Honors Contribution to Occupancy for Comparable Hotels</td>
<td>55.1%</td>
<td>58.2%</td>
</tr>
<tr>
<td>Number of Comparable Hotels Reporting</td>
<td>1,699</td>
<td>1,699</td>
</tr>
<tr>
<td>Number of Comparable Hotels which met or exceeded Average % of Hilton Honors Contribution to Occupancy</td>
<td>991</td>
<td>980</td>
</tr>
<tr>
<td>Percentage of Comparable Hotels which met or exceeded Average % of Hilton Honors Contribution to Occupancy</td>
<td>58.3%</td>
<td>57.7%</td>
</tr>
</tbody>
</table>

Source: Hilton

The Average Percentage of Reservation Service Contribution to Occupancy is the percentage of occupancy derived from dividing the total occupied room/suite nights as reported by the Comparable Hotels to us or to Hilton Worldwide into the number of Reservation Service-occupied room/suite nights for the hotels (defined as actual arrivals for room/suite nights booked directly through Hilton Reservation, adjusted for reservation cancellations and changes in reserved length of stay before arrival for such room nights, as reported by Reservations Worldwide to us and to Hilton Worldwide. Reservation Service-occupied room nights include those originating from Hilton Worldwide’s central reservation offices, our websites and those of our Affiliates, and from GDS.

### Reservation Service Contribution to Occupancy

<table>
<thead>
<tr>
<th>Comparable Hampton Inns and Hampton Inns &amp; Suites</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Percentage of Reservation Service Contribution to Occupancy for Comparable Hotels</td>
<td>67.3%</td>
<td>72.0%</td>
</tr>
<tr>
<td>Number of Comparable Hotels Reporting</td>
<td>1,699</td>
<td>1,699</td>
</tr>
<tr>
<td>Number of Comparable Hotels which met or exceeded Average % of Reservation Service Contribution to Occupancy</td>
<td>754</td>
<td>774</td>
</tr>
<tr>
<td>Percentage of Comparable Hotels which met or exceeded Average % of Reservation Service Contribution to Occupancy</td>
<td>44.4%</td>
<td>45.6%</td>
</tr>
</tbody>
</table>

Source: Hilton Worldwide, Inc.

**YOUR FINANCIAL RESULTS ARE LIKELY TO VARY FROM THE RESULTS STATED IN THE FINANCIAL PERFORMANCE REPRESENTATION, EVEN IF YOU ARE PURCHASING A MATURE HOTEL, AND THE DIFFERENCES MAY BE MATERIAL.**

You are strongly advised to perform an independent investigation of this opportunity to determine whether or not the franchise may be profitable and to consult your attorney, accountant, and other professional advisors before entering into any agreement with us. You should conduct an independent investigation of the occupancy rates and room rates you will achieve. Our current and former franchisees may be one source of this information. You should construct your own business plan and pro forma cash flow statement, balance sheet, and statement of operations, and make your own financial projections regarding sales, revenues, costs, customer base, and business development for your hotel. You should obtain, from a firm with satisfactory experience in appraising and evaluating hotel operations, an independent market study containing projections for sales, costs, income and profits.

Actual results vary between hotels, and we expect that they will vary from franchisee to franchisee. Your results will be affected by a variety of factors including the following: the nature and extent of your competition; whether competitive hotels in your market are affiliated with any chains or other centralized reservation systems; the age and established customer base of competitive hotels; the in-
room and common area facilities and amenities of your hotel versus competitive hotels; whether your geographic area has a greater or lesser demand for hotel accommodations, which can turn on a number of factors; the frequency of business travel to/from your geographic area; whether your hotel is situated at or near an airport; whether your hotel is situated close to or remote from a central business district; whether your hotel is situated in a geographic area that attracts vacation travelers; the type of hotel you operate – resort, full-service, limited service, all suites or rooms only; whether your hotel offers food, beverage and/or convention and meeting services; whether your hotel is situated near a college, resort attraction, theme park or other institution that generates lodging demand; the length of time your hotel has been open to the public; and the length of time your hotel has been affiliated with us.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting William Fortier, 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102, 703-883-1000, the Federal Trade Commission, and the appropriate state regulatory agencies.

We will make available to you on reasonable request written substantiation for the above financial performance representations, but we are under no obligation to disclose to you specific information about a particular hotel.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION
HAMPTON INN HOTELS

Table No. 1
Systemwide Hotel Summary
For Years 2014 to 2016

<table>
<thead>
<tr>
<th>Hotel Type</th>
<th>Year</th>
<th>Hotels at the Start of the Year</th>
<th>Hotels at the End of the Year</th>
<th>Net Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franchised</td>
<td>2014</td>
<td>1194</td>
<td>1206</td>
<td>+12</td>
</tr>
<tr>
<td></td>
<td>2015</td>
<td>1206</td>
<td>1227</td>
<td>+21</td>
</tr>
<tr>
<td></td>
<td>2016</td>
<td>1227</td>
<td>1250</td>
<td>+23</td>
</tr>
<tr>
<td>Company-Owned</td>
<td>2014</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2015</td>
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<tr>
<td></td>
<td>2016</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total Hotels</td>
<td>2014</td>
<td>1194</td>
<td>1206</td>
<td>+12</td>
</tr>
<tr>
<td></td>
<td>2015</td>
<td>1206</td>
<td>1227</td>
<td>+21</td>
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<tr>
<td></td>
<td>2016</td>
<td>1227</td>
<td>1250</td>
<td>+23</td>
</tr>
</tbody>
</table>

Table No. 2
Transfers of Franchised Hotels to New Owners (Other than the Franchisor)
For Years 2014 to 2016

<table>
<thead>
<tr>
<th>State</th>
<th>Year</th>
<th>Number of Transfers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alabama</td>
<td>2014</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2015</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>2016</td>
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<td>Alaska</td>
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<td>State</td>
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<td>Number of Transfers</td>
</tr>
<tr>
<td>------------</td>
<td>------</td>
<td>---------------------</td>
</tr>
<tr>
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<tr>
<td>Arizona</td>
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<td>6</td>
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<td>Arkansas</td>
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<tr>
<td>Arkansas</td>
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<tr>
<td>Arkansas</td>
<td>2016</td>
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<tr>
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<tr>
<td>California</td>
<td>2016</td>
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<td>Colorado</td>
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<tr>
<td>Colorado</td>
<td>2015</td>
<td>3</td>
</tr>
<tr>
<td>Colorado</td>
<td>2016</td>
<td>1</td>
</tr>
<tr>
<td>Connecticut</td>
<td>2014</td>
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<tr>
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<tr>
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<tr>
<td>Georgia</td>
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<tr>
<td>Georgia</td>
<td>2015</td>
<td>8</td>
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<tr>
<td>Georgia</td>
<td>2016</td>
<td>3</td>
</tr>
<tr>
<td>Idaho</td>
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<td>1</td>
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<td>Idaho</td>
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<tr>
<td>Illinois</td>
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<tr>
<td>Illinois</td>
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<td>Indiana</td>
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<tr>
<td>Kansas</td>
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<tr>
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<tr>
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<td>Number of Transfers</td>
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Projected Openings as of December 31, 2016

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Systemwide Hotel Summary
For Years 2014 to 2016

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Table No. 2
Transfers of Franchised Hotels to New Owners (Other than the Franchisor)
For Years 2014 to 2016

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<th>Terminations</th>
<th>Non-Renewals</th>
<th>Reacquired by Franchisor</th>
<th>Ceased Operations - Other Reasons</th>
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**Status of Company-Owned Hotels**
For Years 2014 to 2016

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<th>Hotels Opened</th>
<th>Hotels Terminations</th>
<th>Non-Renewals</th>
<th>Reacquired by Franchisor</th>
<th>Ceased Operations - Other Reasons</th>
<th>Hotels at End of Year</th>
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Projected Openings as of December 31, 2016

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<th>Projected New Company-Owned Hotels in the Next Fiscal Year</th>
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<td>Projected New Company-Owned Hotels in the Next Fiscal Year</td>
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All numbers are as of December 31 for each year. The tables include Hampton Brand hotels that were licensed by our predecessors. All of the franchise agreements will be assigned to us.

Exhibit A lists the names of all Hampton Brand franchisees and the addresses and telephone numbers of all of their outlets as of December 31, 2016.

Exhibit B lists the names, city, state and business telephone number, or, if unknown, the last known home telephone number of every Hampton Brand franchisee who has had an outlet terminated, cancelled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during 2016, or who has not communicated with us or our predecessor or affiliate within 10 weeks of the issuance date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As noted in Item 1, on January 4, 2017, nearly all company-owned hotels were divested through the spin-off of our former parent company, Park. As a result, the only Hampton Brand hotel that was company-owned on December 31, 2016 was divested on January 4, 2017, and was converted to a franchise and is shown on Exhibit A.

**ITEM 21  
FINANCIAL STATEMENTS**

Attached as Exhibit C are our audited consolidated balance sheets as of December 31, 2016 and 2015, the related consolidated statements of operations and member’s capital and cash flows for the years ended December 31, 2016, 2015, and 2014, and the related notes to the consolidated financial statements.

**ITEM 22  
CONTRACTS**

The following contracts are attached and made a part of this Disclosure Document:

- Exhibit D  Franchise Agreement with Addendum
- Exhibit D-2  Development Incentive Promissory Note
- Exhibit E  Guaranty of Franchise Agreement
- Exhibit F  Franchise Application
- Exhibit G  Hilton Information Technology System (HITS) Agreement
- Exhibit K  Lender Comfort Letter Forms
These exhibits are SAMPLES ONLY and are not for signature. These documents are not exhaustive and may vary significantly from state to state and from transaction to transaction.

ITEM 23
RECEIPTS

Exhibit L contains 2 copies of a detachable receipt.
EXHIBIT A
HAMPTON INN

OPEN

ALABAMA
APONE, LLC, Alexander City, AL, 1551 Elkahatchee Road  Alexander City, AL  35010  256-234-2244
Key Hotels of Atmore, L.L.C., Atmore, AL, 45 Rivercane Blvd. West  Atmore, AL  36502  251-368-9090
37 Hotel Auburn, LLC, Auburn, AL, 2430 S. College St.  Auburn, AL  36832  334-821-4111
Balaji, LLC, Birmingham I-65/Lakeshore Dr., AL, 30 State Farm Parkway  Birmingham, AL  35209  205-313-2060
NRJC, Inc., Birmingham/Bessemer, AL, 4910 Civic Lane  Bessemer, AL  35022  205-425-2010
Fultondale Tamassee, LLC and Fultondale Promenade, L, Birmingham/Fultondale, AL, 1716 Fulton Road  Fultondale, AL  35068  205-439-6700
Jackson Rime L.L.C., Birmingham/Leeds, AL, 310 Rex Lake Road  Leeds, AL  35094  205-702-4141
ARC Hospitality Portfolio I HIL TRS, LLC, Birmingham/Mountain Brook, AL, 2731 US Highway 280 South  Birmingham, AL  35223  205-870-7822
Trussville Hospitality, LLC, Birmingham/Trussville, AL, 1940 Edwards Lake Road  Trussville, AL  35235  205-655-9777
Birmingham Hotel Operator, Inc., Birmingham-Colonnade 280, AL, 3400 Colonnade Parkway  Birmingham, AL  35243  205-967-0002
Metro Hospitality, LLC, Calera, AL, 93 Metro Drive  Calera, AL  35040  205-668-6565
Cullman Hotel, LLC, Cullman, AL, 6100 Alabama Highway 157  Cullman, AL  35058  256-739-4444
Enterprise Lodging Company, LLC, Decatur, AL, 2041 Beltline Rd., SW  Decatur, AL  35601  256-355-5888
Enterprise Hospitality, L.L.C., Enterprise, AL, 8 West Pointe Court  Enterprise, AL  36330  334-347-5763
RAM Eufaula Hospitality, LLC, Eufaula, AL, 29 Veterans Boulevard  Eufaula, AL  36027  334-6870777
Fairhope Hospitality Group, LLC, Fairhope-Mobile Bay, AL, 23 North Section Street  Fairhope, AL  36532  251-928-0956
Sai Hospitality, Inc., Foley, AL, 3152 Abbey Lane  Foley, AL  35555  251-923-4600
Dhiraj, Inc., Fort Payne, AL, 1201 Jordan Road Southwest  Fort Payne, AL  35686  256-304-2600
Printup Hotel Associates, Ltd., Gadsden, AL, 129 River Road  Gadsden, AL  35901  256-546-2337
Dawson Gadsden West Hotel, LLC, Gadsden/Attalla I-59, AL, 206 Walker Street  Gadsden, AL  35904  256-538-5222
SAI, Inc., Greenville, AL, 219 Interstate Drive  Greenville, AL  36037  334-382-9631
Virendra Patel, Gulf Shores, AL, 1701 Gulf Shores Parkway  Gulf Shores, AL  36542  251-948-1020
Lake Guntersville Hotel, LLC, Guntersville, AL, 14451 U.S. Highway 431 South  Guntersville, AL  35976  256-582-4176
Double Star Hospitality LLC, Huntsville, AL, 4815 University Drive  Huntsville, AL  35816-1801  256-830-9400
Providence Hotel Partners II, LLC, Huntsville/Village of Providence, AL, 328 Providence Main St.  Huntsville, AL  35806  256-722-2882
Huntsville Hotel Company II, LLC, Huntsville-Arsenal/South Pkwy, AL, 501 Boulevard South SW  Huntsville, AL  35802  256-882-2228
Rabbit Creek Properties, LLC, Jacksonville, AL, 4150 North College Avenue  Jacksonville, AL  36205  251-246-7300
Jacksonville Hotel, LLC, Jacksonville-Anniston Area, AL, 1041 JD&L Drive  Jacksonville, AL  36265  256-782-0330
Windwood-Jasper, LLC, Jasper, AL, 100 Industrial Parkway  Jasper, AL  35501  205-221-3334
9225 Madison Blvd., LLC, Madison Huntsville Airport, AL, 9225 Madison Blvd.  Madison, AL  35758  256-464-8999
Inn of Daphne, Inc., Mobile-East Bay/Daphne, AL, 29451 US Hwy. 98  Daphne, AL  36526  251-626-2220
Inn of Daphne, Inc., Mobile-I-10/Bellingrath Gardens, AL, 5478 Inn Road  Mobile, AL  36619  251-660-9202
Vision Hospitality, L.L.C., Montgomery-South-Airport, AL, 60 Wasden Road  Hope Hull, AL  36043  334-280-9592
Navkar, LLC, Ozark, AL, 235 North US Highway 231  Ozark, AL  36360  334-443-6669
Jacobs Pell HP, LLC, Pell City, AL, 220 Vaughan Lane  Pell City, AL  35125  205-814-3000
J & H Properties, L.L.C., Selma, AL, 2200 West Highland Avenue  Selma, AL  36701  334-876-9995
MCRT3 Troy 1 Tenant LLC, Troy, AL, 103 Troy Plaza Loop  Troy, AL  36081  334-807-5900

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EXHIBIT A

Interstate Lodging Co., LLC, Tuscaloosa-East, AL, 6400 Interstate Drive Tuscaloosa, AL 35453 205-562-9000
Rosewood Lodging Company, LLC, Tuscaloosa-University, AL, 600 Harper Lee Drive Tuscaloosa, AL 35404 205-553-9800
Windwood-Winfield, LLC, Winfield, AL, 7005 State Highway 129 North Winfield, AL 35594 205-487-1270

ALASKA
BRE Select Hotels Operating LLC, Anchorage, AK, 4301 Credit Union Drive Anchorage, AK 99503 907-550-7000

ARIZONA
MJ Mike Enterprises, Inc., Kayenta-Monument Valley, AZ, U.S. Hwy. 160 P.O. Box 1219 Kayenta, AZ 86033 928-697-3170
Zenith Asset Company, LLC, Lake Havasu City, AZ, 245 London Bridge Road Lake Havasu City, AZ 86403 928-855-4071
Zenith Asset Company, LLC, Phoenix/Anthem, AZ, 4214 N. 41st Drive Anthem, AZ 85086 866-690-7291
Zenith Asset Company, LLC, Phoenix/Glendale/Peoria, AZ, 8408 W. Paradise Lane Peoria, AZ 85382 877-529-5007
Ashford TRS Phoenix Airport North LLC, Phoenix-Airport North, AZ, 601 North 44th Street Phoenix, AZ 85008 602-267-0606
2310 East Highland Avenue, LLC, Phoenix-Biltmore, AZ, 2310 East Highland Avenue Phoenix, AZ 85016 602-956-5221
BRE Select Hotels Operating LLC, Phoenix-Midtown (Dwn Area), AZ, 160 W. Catalina Drive Phoenix, AZ 85013 602-200-0990
Tomichi Management, Inc., Prescott, AZ, 3453 Ranch Drive Prescott, AZ 86303 928-443-5500
Landmark Hospitality, LLC, Sierra Vista, AZ, 4100 Snyder Boulevard Sierra Vista, AZ 85635 520-439-5400
Robray Hotel Partnership, Tucson-Airport, AZ, 6971 S. Tucson Boulevard Tucson, AZ 85756 520-918-9000
Zenith Asset Company, LLC, Tucson-North, AZ, 1375 West Grant Road Tucson, AZ 85745 520-206-0602

ARKANSAS
VMN Arkadelphia, LLC, Arkadelphia, AR, 108 Malvern Road Arkadelphia, AR 71923 870-403-0800
Apple Nine Services Rogers, Inc., Bentonville/Rogers, AR, 4501 W. Walnut Street Rogers, AR 72756 479-986-0500
Houseworth-MH, LLC, Blytheville, AR, 301 N. Service Road I-55 Blytheville, AR 72315 870-763-5220
Raghu Inc., Bryant, AR, 307 Office Park Dr. Bryant, AR 72022 501-847-3200
BRC Hospitality Inc., Clarksville, AR, 2630 W. Clark Road Clarksville, AR 72830 479-754-4444
ANAND, INC., Conway, AR, 810 Museum Road Conway, AR 72032 501-329-8999
Lincoln Hospitality Management, LLC, El Dorado, AR, 2312 Junction City Road El Dorado, AR 71730 870-862-1800
Generations, Inc., Fayetteville, AR, 915 Krupa Fayetteville, AR 72704 479-587-8300
Tramlaw Motel Corporation, Forrest City, AR, 300 Holiday Drive Forrest City, AR 72335 870-630-9000
HIFS Partner, LLC, Fort Smith, AR, 6201-C Rogers Avenue Fort Smith, AR 72903 479-452-2000
Wood Development Inc., Harrison, AR, 121 Hwy 43 East Harrison, AR 72601 870-365-0505
Honest Hospitality, L.L.C., Hot Springs, AR, 151 Temperence Hill Road Hot Springs, AR 71913 501-525-7000
Jatin Investments, LLC, Jonesboro, AR, 2900 Phillips Drive Jonesboro, AR 72401 870-974-9500
Shinn Spelman IV, L.L.C., Magnolia, AR, 128 Hwy 79 Bypass North Magnolia, AR 71753 870-234-1800
Papass, LLC, Marion, AR, 310 Angelo's Grove Road Marion, AR 72364 870-739-2800
Maumelle Hotel, LLC, Maumelle, AR, 11920 Maumelle Boulevard Maumelle, AR 72113 501-851-6600
Ganesha Hospitality, LLC, Monticello, AR, 480 Hwy 425 N Monticello, AR 71655 870-367-6600
Magness Hospitality LLC, Mountain Home, AR, 995 Coley Drive Mountain Home, AR 72653 870-425-0344
Vishnu Inc, North Little Rock-McCain Mall, AR, 3629 McCain Boulevard North Little Rock, AR 72116 501-537-7700
G&G Hospitality, LLC, Paragould, AR, 3810 Linwood Drive Paragould, AR 72450 870-565-1010

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EXHIBIT A

Bird’s AR Properties, LLC, Russellville, AR, 2304 N. Arkansas Avenue  Russellville, AR  72802  479-858-7199
Serco Land, LLC, Searcy, AR, 209 South Poplar St.  Searcy, AR  72143  501-2789922
Maya Inn, Inc., and Scottish Inn Partnership, Siloam Springs, AR, 2117 Ravenwood Plaza  Siloam Springs, AR  72761  479-215-1000
Ascend Texarkana LLC, Texarkana, AR, 5302 Crossroads Parkway  Texarkana, AR  71854  870-774-4267
LE Hotel, LLC, Van Buren, AR, 1916 North 6th Street  Van Buren, AR  72956  479-471-7447

CALIFORNIA

Millenium Properties, LLC, Bakersfield - Central, CA, 1017 Oak Street  Bakersfield, CA  93304  661-633-0333
Kai Hospitality, LP, Brentwood, CA, 7605 Brentwood Boulevard  Brentwood, CA  90304  310-384-6000
Alps Lodging 2 Inc., Carlsbad-North San Diego County, CA, 2229 Palomar Airport Road  Carlsbad, CA  92011  760-431-2225
Bright Casa Sirena, LLC, Channel Islands Harbor, CA, 3231 Peninsula Road  Oxnard, CA  93035  805-985-1100
Surya Hospitality, LLC, El Centro, CA, 598 E. Wake Ave.  El Centro, CA  92243  760-336-2000
Amrat C. and Ramila Patel, Fremont/Silicon Valley, CA, 46500 Landing Parkway  Fremont, CA  94538  510-498-1900
BRE Select Hotels Operating LLC, Irvine East - Lake Forest, CA, 27102 Towne Centre Drive  Foothill Ranch, CA  92610  949-597-8700
Brahma Enterprises, Inc., Livermore-East Bay, CA, 2850 Constitution Drive  Livermore, CA  94551  925-606-6400
Heprand Hospitality, Inc., Los Angeles/Arcadia/Pasadena, CA, 311 E. Huntington Drive  Arcadia, CA  91006  626-574-5600
Theoxenia LLC, Los Angeles/Carson/Torrance, CA, 767 Alberton St.  Carson, CA  90746  310-768-8833
Apple Nine Hospitality Management, Inc., Los Angeles/Orange County/Cypress, CA, 10900 Yamaha Way  Cypress, CA  90630  714-527-2900
Apple Nine Hospitality Management, Inc., Los Angeles/Santa Clarita/Six Flags Area, 25259 The Old Road  Santa Clarita, CA  91381  661-253-2400
Garvey Hotel Investment Group, LP, Los Angeles/West Covina, CA, 3145 E. Garvey Ave. N.  West Covina, CA  91791  626-967-5800
Mohamad Pournamdari, Los Angeles-Int'l Airport/Hawthorne, CA, 11430 South Acacia Ave.  Hawthorne, CA  90250  310-973-3332
Amcor Investments, LLC, Milpitas/Silicon Valley, CA, 215 Barber Court  Milpitas, CA  95035  408-428-9090
Del Monte Hospitality, LLC, Monterey, CA, 2401 Del Monte Avenue  Monterey, CA  93940  831-373-7100
Morgan Hill Hotel, LP, Morgan Hill, CA, 16115 Condit Road  Morgan Hill, CA  95037  408-779-7666
SN & BC, LLC, Norco-Corona-Eastvale CA, 1530 Hamner Ave.  Norco, CA  92860  951-279-1111
Metrio Hotels, Inc. (a Utah corporation), Oakland/Hayward, CA, 24137 Mission Boulevard  Hayward, CA  94544  510-247-1555
W2005/FARGO HOTELS (POOL B) REALTY, L.P., Sacramento/Rancho Cordova, CA, 10755 Gold Center Drive  Rancho Cordova, CA  95670  916-638-4800
Del Mar Hotel, LLC, San Diego/Del Mar, CA, 11920 El Camino Real  San Diego, CA  92130  858-792-5557
GS Global Partners IX, LLC, San Diego/Mission Valley, CA, 2151 Hotel Circle South  San Diego, CA  92108  619-295-7600
Apple Seven Services San Diego, Inc., San Diego-Downtown/Airport Area, CA, 1531 Pacific Highway  San Diego, CA  92101  619-297-8408
Carlstead, LLC, San Diego-Kearny Mesa, CA, 5434 Kearny Mesa Road  San Diego, CA  92111  858-292-1482
Reneson Daly City LLC, San Francisco/Daly City, CA, 2700 Junipero Serra Boulevard  Daly City, CA  94015  650-755-7500
Mint Development, L.P., San Francisco/Downtown-Convention Center, 942 Mission Street  San Francisco, CA  94103  415-546-3110
Sri Ram Enterprises, Inc., San Francisco/Airport, CA, 300 Gateway Blvd.  South San Francisco, CA  94080  650-876-0200
Summit Hotel TRS 112, LLC, Santa Barbara/Goleta, CA, 5665 Hollister Ave.  Goleta, CA  93117  805-681-9800
Bayside Resorts, Santa Cruz, CA, 1505 Ocean Street  Santa Cruz, CA  95060  831-457-8000
W2005/FARGO HOTELS (POOL C) REALTY, L.P., Tracy, CA, 2400 Naglee Road  Tracy, CA  95376  209-833-0483
S & B Holdings-Turlock, L.P., Turlock, CA, 1821 Lander Ave  Turlock, CA  95380  209-664-9729
Redwood Empire Lodging, LLC, Ukiah, CA, 1160 Airport Park Boulevard  Ukiah, CA  95482  707-462-6555
Lotus Hotels - Union Landing, Inc., Union City, CA, 31040 Alvarado-Niles Road  Union City, CA  94587  510-475-5600
Interlink Properties, L.P., Visalia, CA, 4747 W. Noble Ave  Visalia, CA  93277  559-732-3900

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EXHIBIT A

COLORADO
A & A Enterprises of Alamosa, Inc., Alamosa, CO, 710 Mariposa Street  Alamosa, CO 81101 719-480-6023
Turnpike Lodging, LLC, Boulder/Louisville, CO, 912 W. Dillon Road  Louisville, CO 80027 303-666-7700
TK Hotels, Inc., Canon City, CO, 102 McCormick Parkway  Canon City, CO 81212 719-269-1112
Poinco Castle, Inc, Castle Rock, CO, 4830 Castleton Way  Castle Rock, CO 80109 303-660-9800
ARC Hospitality Portfolio I HIL TRS, LLC, Colorado Springs Central Air Force Academy, 7245 Commerce Center Dr.  Colorado Springs, CO 80919 719-593-9700
Hotel Powers, Inc., Colorado Springs-Airport, CO, 2077 Aerotech Drive  Colorado Springs, CO 80916 719-591-1100
Ashwin A. Amin, Denver Northeast-Brighton, CO, 992 Platte River Blvd  Brighton, CO 80601 303-654-8055
H.I. HERITAGE INN OF WESTMINSTER OPCO, L.L.C., Denver/North/Westminster, CO, 5030 West 88th Place  Westminster, CO 80031 303-427-0700
CHMP-LCP BV Hotel Denver 1 TRS, LLC, Denver-International Airport, CO, 6290 Tower Road  Denver, CO 80249 303-371-0200
Little Colorado Limited Liability Company, Denver-North/Thornton, CO, 243 E. 120th Avenue  Thornton, CO 80233 303-451-7900
BRE Select Hotels Operating LLC, Denver-West/Federal Center, CO, 137 Union Boulevard  Lakewood, CO 80228 303-969-9900
Durango Sundowner, Inc., Durango, CO, 3777 Main Ave.  Durango, CO 81301 970-247-2600
Luxury Inn Ft. Morgan, Inc., Fort Morgan, CO, 1152 Main Street  Fort Morgan, CO 80701 970-542-2484
ARC Hospitality SWN TRS, LLC, Ft. Collins, CO, 1620 Oakridge Dr.  Fort Collins, CO 80525 970-229-5927
Garfield Suites, LLC, Glenwood Springs, CO, 401 West First Street  Glenwood Springs, CO 81601 970-947-9400
Western Hospitality, L.L.C., a CO LLC, Grand Junction Downtown/Historic Main St, 205 Main Street  Grand Junction, CO 81501 970-243-3222
Ashwin & Avik Amin, La Junta, CO, 27800 US Hwy 50  La Junta, CO 81050 719-384-4444
Stonebridge McWhinney, LLC, Loveland, CO, 5500 Stone Creek Circle  Loveland, CO 80538 970-593-1400
Avik A. Amin, Mesa Verde/Cortez, CO, 2244 E. Hawkins Street  Cortez, CO 81321 970-564-5924
Montrose Lodging LLC, Montrose, CO, 1980 North Townsend  Montrose, CO 81401 970-252-3300

CONNECTICUT
Danbury Lodging, LLC, Danbury, CT, 81 Newtown Road  Danbury, CT 06810 203-748-6677
Paradise Properties, LLC, Groton/New London/Mystic, CT, 300 Long Hill Rd.  Groton, CT 06340 860-405-1585
Buffalo-Windsor Associates, LLC, Hartford-Airport, CT, 2168 Poquonock Avenue  Windsor, CT 06095 860-683-1118
Tryst Hospitality, LLC, Hartford-South/Rocky Hill, CT, 20 Waterchase Drive  Rocky Hill, CT 06067-2152 860-563-7877
Meriden Lodging Associates, LLC, Meriden, CT, 10 Bee Street  Meriden, CT 06450 203-235-5154
ARC Hospitality Portfolio II HIL TRS, LLC, Milford, CT, 129 Plains Rd.  Milford, CT 06460 203-874-4400
Shelton IV Hotel Equity, LLC, Shelton, CT, 695 Bridgeport Avenue  Shelton, CT 06484 203-925-5900
Enfield Lodging, LLC, Springfield-South/Enfield, CT, 20 Phoenix Avenue  Enfield, CT 06082 860-741-3111
Waterbury Hospitality Group, LLC, Waterbury, CT, 777 Chase Parkway  Waterbury, CT 06708 203-753-1777

DELAWARE
K W Lodging LLC, Dover, DE, 1568 North DuPont Highway  Dover, DE 19901 302-736-3500
Hub North, LLC, Middletown, DE, 117 Sand Hill Drive  Middletown, DE 19709 302-378-5656
Milford Hospitality LLC, Milford, DE, 100 Lighthouse Estates Drive  Milford, DE 19963 302-422-4320
Inns of Rehoboth Beach, LLC, Rehoboth Beach, DE, 18826 Coastal Highway  Rehoboth Beach, DE 19971 302-645-8003
SRS Management Corporation, Seaford, DE, 22871 Sussex Highway  Seaford, DE 19973 302-629-4500
DISTRICT OF COLUMBIA
NOMA Hospitality, LLC, Washington DC NoMa Union Station, 501 New York Ave NE Suite A Washington, DC 20002  202-3931001
HHLP DC Convention Center Lessee, LLC, Washington-Downtown-Convention Center, D, 901 6th Street, NW Washington, DC 20001-2646  202-842-2500

FLORIDA
Amelia Island Hotel Associates L. P., Amelia Island at Fernandina Beach, FL, 2549 Sadler Road Fernandina Beach, FL 32034 904-321-1111
Beechwood Bartow Hotel, LLC, Bartow, FL, 205 Old Bartow Eagle Lake Rd. Bartow, FL 33830 863-535-5007
ARC Hospitality Portfolio I HIL TRS, LLC, Boca Raton, FL, 1445 Yamato Road Boca Raton, FL 33431 561-988-0200
ARC Hospitality Portfolio I HIL TRS, LLC, Boca Raton/Deerfield Beach, FL, 660 West Hillsboro Blvd. Deerfield Beach, FL 33441 954-481-1221
WS Bonita Hotel South, LLC, Bonita Springs/Naples-North, FL, 27900 Crown Lake Boulevard Bonita Springs, FL 34135 239-947-9393
185Clearwater, LLC, Clearwater-Central, FL, 21030 US Highway 19 North Clearwater, FL 33765 727-797-8173
Ocean Partner's Associates, LLP, Cocoa Beach/Cape Canaveral, FL, 3425 N. Atlantic Ave. Cocoa Beach, FL 32931 321-799-4099
MLD 3, LLC, Crystal River, FL, 1103 North Suncoast Boulevard Crystal River, FL 34429 352-564-6464
Small Street Hotels DC, LLC, Dade City/Zephyrhills, FL, 13215 US HWY 301 Dade City, FL 33525 352-567-5277
Tristar Lodging, Inc., Daytona Beach Shores/Oceanfront, FL, 3135 South Atlantic Avenue Daytona Beach Shores, FL 32118 386-767-8533
Scott's Landing, LLC, Daytona Beach/Beachfront, FL, 1024 North Atlantic Avenue Daytona Beach, FL 32118 386-944-2570
Elite Hospitality V, LLC, Daytona Speedway/Airport, FL, 1715 W International Speedway Blvd. Daytona Beach, FL 32114 386-257-4030
Liberty Ormond LLC, Daytona/Ormond Beach, FL, 155 Interchange Boulevard Ormond Beach, FL 32174 386-677-9999
Central Florida Hotel Investment Group, LLC, Debary/Delta/Orange City, FL, 308 Sunrise Blvd. Debary, FL 32713 386-668-5758
BFLO-ELLENTON ASSOCIATES, LLC, Ellenton/Bradenton, FL, 5810 20th Court East Ellenton, FL 34222 941-721-4000
Apple Nine Florida Services, Inc., Fort Lauderdale/City Center/Downtown, FL, 250 North Andrews Avenue Fort Lauderdale, FL 33301 954-924-2700
Midas Plantation, LLC, Fort Lauderdale/Plantation, FL, 7801 S.W. 6th Street Plantation, FL 33324 954-382-4500
Wynne Building Corporation, Fort Lauderdale-Commercial Blvd., FL, 4499 W. Commercial Boulevard Tamarac, FL 33319 954-735-7575
W2005 New Century Hotel Portfolio, L.P., Fort Lauderdale-Cypress Creek, FL, 720 East Cypress Creek Road Fort Lauderdale, FL 33334-3564 954-776-7677
Florida Hospitality Resorts, Inc., Fort Myers-Airport I-75, FL, 9241 Market Place Rd. Fort Myers, FL 33912 239-768-2525
RLJ II-HA Fort Walton Beach Lessee, LLC, Fort Walton Beach, FL, 1112 Santa Rosa Blvd. Fort Walton Beach, FL 32548 850-301-0906
Apple Nine Hospitality Management, Inc., Ft. Lauderdale-Arpt-North Cruise Port, F, 2301 SW 12th Avenue Fort Lauderdale, FL 33315 954-524-9900
Pines Hotel Group, Ltd., Ft. Lauderdale-West/Pembroke Pines, FL, 1900 NW 150th Avenue Pembroke Pines, FL 33028 954-441-4242
4225 SW 40th Boulevard, LLC, Gainesville, FL, 4225 SW 40th Blvd. Gainesville, FL 32608 352-371-4171
Hallandale Group Limited Partnership, Hallandale Beach Aventura, FL, 1000 South Federal Highway Hallandale Beach, FL 33009 954-874-1111
Pios Grande Jacksonville Resort LLC, Jacksonville Beach/Oceanfront, FL, 1515 First Street North Jacksonville Beach, FL 32250 904-241-2311
JAX-BAY HOTEL LLC, Jacksonville I-295 East/Baymeadows, FL, 8127 Point Meadows Dr. Jacksonville, FL 32256 904-363-7150
Vista Hotel, Inc., Jacksonville South/I-95 at JTB, FL, 4681 Lenoir Avenue South Jacksonville, FL 32216 904-281-2600
Chaffee Point Hotel, LLC, Jacksonville/I-10 West, FL, 548 Chaffee Point Blvd. Jacksonville, FL 32221 904-783-8277
MIC JBF LLC, Jacksonville/Ponte Vedra Beach-Mayo Clinic, 1220 Marsh Landing Parkway Jacksonville Beach, FL 32250 904-280-9101
LEI-DCIC Jacksonville Operating Company, LLC, Jacksonville-Downtown-I-95, FL, 1331 Prudential Drive Jacksonville, FL 32207 904-396-7770
Sun Coast Hospitality, LLC, Jacksonville-East/Regency Sq., FL, 1021 Hospitality Lane Jacksonville, FL 32225 904-722-8881
Shivam Hospitality Group, LLC, Jupiter/Juno Beach, FL, 13801 U.S. Highway 1 Juno Beach, FL 33408 561-626-9090
Pacifica Key Largo, L.P., Key Largo, FL, 102400 Overseas Highway PO Box 1024 Key Largo, FL 33070 305-451-1400
Platinum Hospitality, LLC, Lakeland, FL, 4420 North Socrum Loop Road Lakeland, FL 33809 863-816-2525
Sunburst Development Company 2, Inc., Leesburg/Tavares, FL, 9630 US Hwy 441 Leesburg, FL 34788 352-315-1053

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Mary Matha Hospitality Group LLC, Melbourne, FL, 194 Dike Road   Melbourne, FL  32904  321-956-6200
Viera Hospitality L.L.C., Melbourne/Viera, FL, 130 Sheriff Drive   Melbourne, FL  32940  321-255-6868
Kelco Dadeland Associates, Ltd., Miami/Dadeland, FL, 8200 SW 70th Avenue   Miami, FL  33143  305-269-0072
Claremont Partners, LLC, Miami/South Beach-17th Street, FL, 1700 Collins Avenue   Miami Beach, FL  33139  786-620-2900
LVP HMI Miami Holding Corp., Miami-Airport West, FL, 3620 NW 79th Avenue   Doral, FL  33166  305-513-0777
Grove Hotel Group, Ltd., Miami-Coconut Grove/Coral Gables, FL, 2800 SW 28th Terrace   Coconut Grove, FL  33133  305-448-2800
Sagani, LLC, Mount Dora, FL, 19700 US Highway 441   Mount Dora, FL  32757  352-383-4267
Shree Mahalaxmi MAA, LLC, Naples I-75, FL, 2630 Northbrooke Plaza Drive   Naples, FL  34119  239-596-1299
Grand Prix Fixed Lessee LLC, Naples-Central, FL, 3210 Tamiami Trail N.   Naples, FL  34103  239-261-8000
Key New Smyrna, LLC, New Smyrna Beach, FL, 214 Flagler Avenue   New Smyrna Beach, FL  32169  386-898-9444
Oikon Hotels Niceville, LLC, Niceville/Eglin AFB, FL, 4400 Ansley Drive   Niceville, FL  32578  850-897-4675
MotManCo, Inc., Okeechobee, FL, 1200 State Road 70 East   Okeechobee, FL  34972  863-824-0003
Savoy Hospitality, LLC, Orlando closest to Universal, FL, 5621 Windhover Drive   Orlando, FL  32819  407-351-6716
ARC Hospitality Portfolio II HIL TRS, LLC, Orlando Int’l Dr. Area/Convention Center, 8900 Universal Boulevard   Orlando, FL  32819  407-354-4447
OK Universal LLC, Orlando Near Universal Blv/International, 7110 S. Kirkman Road   Orlando, FL  32819  407-345-1112
LBV Property Associates LLC, Orlando/Lake Buena Vista, FL, 8150 Parkm Parkway   Orlando, FL  32836  407-465-8150
Orlando Hotel LLC, Orlando-Florida Mall, FL, 8601 S. Orange Blossom Trail   Orlando, FL  32809  407-859-4100
OK Airport LLC, Orlando-International Airport, FL, 5767 T.G. Lee Blvd.   Orlando, FL  32822  407-888-2995
Honest Hospitality Davenport, LLC, Orlando-S. of Walt Disney Resort,FL, 44117 Highway 27   Davenport, FL  33897  863-420-9898
SHP Hospitality, LLC, Palatka, FL, 100 Memorial Parkway   Palatka, FL  32177  386-530-2420
ARC Hospitality Portfolio I HIL TRS, LLC, Palm Beach Gardens, FL, 4001 RCA Boulevard   Palm Beach Gardens, FL  33410  561-625-8880
Panama City Beach Family, LLC, Panama City Beach, FL, 2909 Thomas Drive   Panama City Beach, FL  32408  850-236-8988
SHRI LAXMI, INC., Panama City-Pana City Mall, FL, 2338 Mercedes Avenue   Panama City, FL  32405  850-872-6969
H & S Development, LLC, Pensacola Beach/Gulf Front, FL, 2 Via De Luna Pensacola Beach, FL  32561  850-932-6800
PNS Hotel Group, Ltd., Pensacola- Arpt (Cordova Mall Area), FL, 2187 Airport Boulevard   Pensacola, FL  32504  850-478-1123
Hotel Perry, Inc., Perry, FL, 2399 South Byron Butler Pkwy.   Perry, FL  32348  850-223-3000
Sandhill Operations, LLC, Port Charlotte, FL, 24480 Sandhill Boulevard   Port Charlotte, FL  33983  941-627-5600
Payal Hospitality Inc., Quincy, FL, 165 Spooner Road   Quincy, FL  32351  850-627-7555
Excel Sarasota 2, LLC, Sarasota - I-75 Bee Ridge, FL, 5995 Catterlidge Boulevard   Sarasota, FL  34232  941-371-1900
Kinnari, Inc., Spring Hill, FL, 1344 Commercial Way   Spring Hill, FL  34606  352-684-5000
Platinum Inn(s) Inc., St. Augustine - 1-95, FL, 2525 CR 208   Saint Augustine, FL  32092  904-824-4422
Arvin Enterprises, Inc., St. Augustine Beach, FL, 430 A-1-A Beach Blvd.   Saint Augustine, FL  32080  904-471-4000
H. St. Pete LLC, St. Petersurg, FL, 1200 34th Street, North   Saint Petersburg, FL  33713  727-322-0770
Kelco Apalachee Associates I, Ltd., Tallahassee-Central, FL, 2979 Apalachee Parkway   Tallahassee, FL  32301  850-309-1300
Bay View One, LLC, Tampa/Brandon, FL, 10110 Horace Avenue   Tampa, FL  33619  813-661-8888
Rocky Point Investment 1 LLC, Tampa-Airport/Rocky Point, FL, 3035 N. Rocky Point Drive E.   Tampa, FL  33607  813-289-6262
EH Tampa Westshore, LLC, Tampa-Airport/Westshore, FL, 4817 W. Laurel Street   Tampa, FL  33607  813-287-0778
MABEAD Group LLC, Tampa-Veterans Expwy/Waters Ave., FL, 5628 W. Waters Avenue   Tampa, FL  33634  813-901-5900
Milestone Hospitality, LLC, Titusville-I-95/Kennedy Space Center, FL, 4760 Helen Hauser Boulevard   Titusville, FL  32729  321-383-9191
Liberty Vero LLC, Vero Beach I-95, FL, 9350 19th Lane   Vero Beach, FL  32966  772-770-4299
ARC Hospitality Portfolio I HIL TRS, LLC, West Palm Beach/Ft Turnpike, FL, 2025 Vista Parkway   West Palm Beach, FL  33411-2719  561-682-9990
Lake Worth Hospitality, L.L.P., West Palm Beach/Lake Worth-Turnpike, FL, 8205 Lake Worth Road   Lake Worth, FL  33467  561-472-5980

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EXHIBIT A

RLJ III - HA West Palm Beach Airport Lessee, LLC, West Palm Beach-Airport/Central, FL, 1601 Worthington Road  West Palm Beach, FL  33409  561-472-7333
CAS Holdings, LLC, Winter Haven, FL, 202 Cypress Gardens Boulvard  Winter Haven, FL  33880  863-299-9251

GEORGIA

DRAP Adel, LLC, Adel, GA, 1500 West Fourth Street   Adel, GA  31620  229-896-3099
Flotel DE, LLC, Alpharetta/Roswell, GA, 10740 Westside Way   Alpharetta, GA  30009  770-640-5511
Bran Hospitality, Inc., Americus, GA, 1609 East Lamar Street   Americus, GA  31709  229-924-3890
MHC Athens Hotel, LLC, Athens, GA, 2220 W. Broad Street   Athens, GA  30606  706-548-9600
Canton Hospitality LLC, Atlanta/Canton, GA, 710 Transit Avenue   Canton, GA  30114  770-345-7400
Royal Hotel Investments, Inc., Atlanta/Conyers, GA, 1340 Dogwood Drive SE   Conyers, GA  30013  770-483-8838
Onca Hotels, Inc., Atlanta/Fairburn, GA, 7790 Ella Lane   Fairburn, GA  30213  678-782-4600
Ashford TRS Pool C3 LLC, Atlanta/Lawrenceville/Gwinnett Co., GA, 1135 Lakes Parkway   Lawrenceville, GA  30043  770-338-9600
Quality Oil Company, LLC, Atlanta/Lawrenceville/I-85-Sugarloaf, GA, 6010 Sugarloaf Parkway   Lawrenceville, GA  30043  678-407-0018
Paradise Group Marietta, LLC, Atlanta/Marietta, GA, 455 Franklin Rd.   Marietta, GA  30067  770-425-9977
Afva Hospitality LLC, Atlanta/McDonough, GA, 250 Avalon Court   McDonough, GA  30253  770-957-5808
Newnan Hotel Managers, LLC, Atlanta/Newnan, GA, 50 Hampton Way   Newnan, GA  30265  770-253-9922
Renaissance Group Peachtree City, Inc., Atlanta/Peachtree City, GA, 300 Westpark Dr.   Peachtree City, GA  30269  770-486-8800
MHC NORCROSS, LLC, Atlanta/Peachtree Corners/Norcross, GA, 440 Technology Parkway NW   Norcross, GA  30092  770-729-0015
C.N. Patel, Jayanti V. Patel, Dayaram V. Patel, Sh, Atlanta/Stockbridge, GA, 7342 Hannover Parkway North   Stockbridge, GA  30281  770-385-0065
IM Investors LLC, Atlanta/Stone Mountain, GA, 1737 Mountain Industrial Blvd.   Stone Mountain, GA  30083  770-934-0004
Renaissance Group Woodstock, Inc., Atlanta/Woodstock, GA, 450 Parkway N75 Woodstock, GA  30188  770-592-2323
42 Hotel ATL, LLC, Atlanta-Airport, GA, 1888 Sullivan Road   College Park, GA  30337  770-996-2220
Shree Keshav Hotel, LLC, Atlanta-Buckhead, GA, 3398 Piedmont Rd., NE Atlanta, GA  30305  404-233-5656
42 Hotel Cumberland, LLC, Atlanta-Cumberland Mall/NW, GA, 2775 Cumberland Parkway   Atlanta, GA  30339  770-333-6006
Paramount Atlanta, LLC, Atlanta-Georgia Tech/Downtown, GA, 244 North Avenue, N.W.   Atlanta, GA  30313  404-881-0881
Ashford TRS Pool C3 LLC, Atlanta-Mall of Georgia, GA, 3240 Buford Drive   Buford, GA  30519  404-546-1200
2014 SE Lessee 5 - Emory, LLC, Atlanta-North Druid Hills, GA, 1975 North Druid Hills Road   Atlanta, GA  30329  404-320-6600
Northlake 3400, LLC, Atlanta-Northlake, GA, 3400 Northlake Pkwy NE Atlanta, GA  30345  770-943-1966
769 Hammond Atlanta, LLC, Atlanta-Perimeter Center, GA, 769 Hammond Drive NE Atlanta, GA  30328  404-303-0014
Imperial Investments Southlake, LLC, Atlanta-Southlake, GA, 1533 Southlake Pkwy Morrow, GA  30260  770-968-8990
B.R.D., Inc., Atlanta-Town Center/Kennesaw, GA, 871 Cobb Place Blvd.   Kennesaw, GA  30144  770-426-0017
Dr. Harinderjit Singh, Augusta/Gordon Highway   Augusta, GA  30909  706-395-5500
Bran Hospitality Bainbridge, Inc., Bainbridge, GA, 1522 Tallahassee Highway Bainbridge, GA  39819  229-246-1341
Apollo Hotel Development Company, Inc., Bremen-I-20 (Carrollton Area), GA, 28 Price Creek Road   Bremen, GA  30110  770-537-9001
Paramount Crossroads, LLC, Carrollton, GA, 102 South Cottage Hill Road Carrollton, GA  30017  770-838-7722
Paradise Group Cartersville, L.L.C., Cartersville, GA, 5600 Hwy 20 SE Cartersville, GA  30121  770-382-8999
ARC Hospitality Portfolio I HIL TRS, LLC, Columbus-Airport, GA, 5585 Whitesville Rd. Columbus, GA  31904  706-576-5303
Four J S Family LLLP, Columbus-North, GA, 7390 Bear Lane Columbus, GA  31909-2516  706-256-2222
Four J S Family LLLP, Columbus-South/FT. Benning, GA, 2870 S. Lumpkin Rd. Columbus, GA  31903  706-660-5550
Maiya Madhu, Inc., Commerce, GA, 153 Hampton Court Commerce, GA  30529  706-335-6161
Gold Key Hospitality, LLC, Cornelia, GA, 161 Market Corners Drive Cornelia, GA  30531  706-778-0040

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<tr>
<td>Royal Hotel Investments of Covington, Inc.</td>
<td>Covington, GA</td>
<td>14460 Lochridge Blvd Covington, GA 30014</td>
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<td>HED Dalton, LLC</td>
<td>Dalton, GA</td>
<td>1000 Market Street Dalton, GA 30720</td>
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<td>Shree Vasu, Inc.</td>
<td>Darien, GA</td>
<td>95, 610 Highway 251 Darien, GA 31305</td>
<td>912-437-5558</td>
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<td>DRAP Douglas, LLC</td>
<td>Douglas, GA</td>
<td>1604 S. Peterson Avenue Douglas, GA 31533</td>
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<td>Emerson Hospitality LLC</td>
<td>Emerson LakePoint, GA</td>
<td>86 Old Allatoona Rd SE Cartersville, GA 30121</td>
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<td>Fayetteville Premier Lodging, LLC</td>
<td>Fayetteville, GA</td>
<td>110 Meeting Place Drive Fayetteville, GA 30214</td>
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<td>N &amp; R HOTELS, INC.</td>
<td>Gainesville, GA</td>
<td>450 Jesse Jewel Parkway SW Gainesville, GA 30501</td>
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<td>HMS Operating Inc.</td>
<td>Helen, GA</td>
<td>147 Uniciolli Street Helen, GA 30545</td>
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<td>VIP Liberty LLC</td>
<td>Hinesville, GA</td>
<td>1148 E. Oglethorpe Drive Hinesville, GA 31313</td>
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<td>Desai Brothers, LLC</td>
<td>Kingsland, GA</td>
<td>102 Reddick Road Kingsland, GA 31548</td>
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<td>Four J Family LLLP</td>
<td>LaGrange near Callaway Gardens, GA</td>
<td>100 Willis Circle LaGrange, GA 30240</td>
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<td>Madison Hospitality, LLC</td>
<td>Madison, GA</td>
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<td>Milledgeville Lodging LLC</td>
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<td>2461 N. Columbia Street Milledgeville, GA 31061</td>
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<td>Northlake Development, LLC</td>
<td>Moultrie, GA</td>
<td>44 Hampton Way N.E. Moultrie, GA 31788</td>
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<td>Elite Hotel Management LLC</td>
<td>Norcross, GA</td>
<td>5655 Jimmy Carter Blvd Norcross, GA 30071</td>
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<td>Bran Hospitality Perry, LLC</td>
<td>Perry, GA</td>
<td>102 Hampton Court Perry, GA 31069</td>
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<td>Vasp Hospitality, L.L.C.</td>
<td>Ringgold/ Ft. Oglethorpe, GA</td>
<td>6875 Battlefield Parkway Ringgold, GA 30736</td>
<td>706-935-4800</td>
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<td>Savannah Investors-H LLP</td>
<td>Savannah-Historic District, GA</td>
<td>201 E. Bay St Savannah, GA 31401</td>
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<td>MCR3 Savannah Tenant LLC</td>
<td>Savannah-I-95 North, GA</td>
<td>7050 GA-21 Port Wentworth, GA 31407</td>
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<td>Shree Swamiiji, Inc.</td>
<td>Savannah-I-95/Richmond Hill, GA</td>
<td>4679 Highway 17 Richmond Hill, GA 31324</td>
<td>912-756-2272</td>
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<td>Atlantic Hospitality Ventures, L.L.C.</td>
<td>St. Simons Island, GA</td>
<td>2204 Demere Road Saint Simons Island, GA 31522</td>
<td>912-634-2204</td>
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<td>BPR Statesboro, LLC</td>
<td>Statesboro, GA</td>
<td>350 Brampton Avenue Statesboro, GA 30458</td>
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<td>Camp Hospitality, Inc.</td>
<td>Thomasville, GA</td>
<td>1950 Georgia Highway 122 Thomasville, GA 31757</td>
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<td>Palmetto Hotels, Inc.</td>
<td>Thomson, GA</td>
<td>1702 Washington Road Thomson, GA 30824</td>
<td>706-595-5300</td>
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<td>Welcome Group 70, LLC</td>
<td>Valdosta/Lake Park Area, GA</td>
<td>4906 Timber Drive Lake Park, GA 31636</td>
<td>229-559-5565</td>
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<td>Bran Hospitality Vidalia, Inc.</td>
<td>Vidalia, GA</td>
<td>3303 US Hwy 280 East Vidalia, GA 30474</td>
<td>912-526-0235</td>
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<td>Shree Mahalaxmi Investments, LLC</td>
<td>Waycross, GA</td>
<td>1720 Brunswick Highway Waycross, GA 31501</td>
<td>912-285-5515</td>
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<td>Shree Gurudev Dutt, LLC</td>
<td>Waynesboro, GA</td>
<td>235 Peachtree Street Waynesboro, GA 30830</td>
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**IDAHO**

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<td>BHH HA, LLC</td>
<td>Boise-Airport, ID</td>
<td>3270 South Shoshone Boise, ID 83705</td>
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<td>Hotel Developers - Idaho Falls No. 1, LLC</td>
<td>Idaho Falls At The Mall, ID 2500 Channing Way</td>
<td>Idaho Falls, ID 83404</td>
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<td>Hotel Developers-Eagle Rock, LLC</td>
<td>Idaho Falls/Airport, ID</td>
<td>645 Lindsay Blvd Idaho Falls, ID 83402</td>
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<td>NPH, LLC</td>
<td>Lewiston, ID</td>
<td>2701 Nez Perce Drive Lewiston, ID 83501</td>
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<td>Twin Falls Hotels, LLC</td>
<td>Twin Falls, ID</td>
<td>1658 Fillmore Street North Twin Falls, ID 83301</td>
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**ILLINOIS**

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<td>Super Rajal, L.L.C.</td>
<td>Bloomington-West, IL</td>
<td>906 Maple Hill Road Bloomington, IL 61704</td>
<td>309-829-3700</td>
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<td>ACRE Holding Carbondale, LLC</td>
<td>Carbondale, IL</td>
<td>2175 Reed Station Parkway Carbondale, IL 62901</td>
<td>618-549-6900</td>
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<td>ARC Hospitality Portfolio II MISC TRS, LLC</td>
<td>Champaign/Urbana, IL 1200 West University Avenue Urbana, IL 61801</td>
<td>217-337-1100</td>
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<td>U.S. REIF Jupiter N. Jefferson Fee, LLC</td>
<td>Chicago Downtown West Loop, IL 116 N Jefferson</td>
<td>Chicago, IL 60661</td>
<td>312-6480000</td>
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<td>DCHM Chicago Hotel Lessee, LP</td>
<td>Chicago Downtown/Magnificent Mile, IL 160 E. Huron St</td>
<td>Chicago, IL 60611</td>
<td>312-706-0888</td>
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Integyexed Motor Club LLC, Chicago Downtown/N Loop/Michigan Ave, IL, 68 E. Wacker Place Chicago, IL 60601 312-419-9014
U.S. Hospitality LLC, Chicago Elgin / I-90, IL, 405 Airport Rd. Elgin, IL 60123-9356 847-931-1940
Albion Hotel LLC, Chicago North/Loyola Station, IL, 1209 West Albion Ave Chicago, IL 60626 312-265-5800
Shubert Hotel Associates, Chicago Theatre District, IL, 22 W. Monroe Chicago, IL 60603 312-332-5052
ARC Hospitality Portfolio I HIL TRS, LLC, Chicago/Gurnee, IL, 5550 Grand Ave. Gurnee, IL 60031 847-662-1100
ARC Hospitality Portfolio II HIL TRS, LLC, Chicago/Naperville, IL, 1087 East Diehl Rd. Naperville, IL 60563 630-505-1400
H.I. HERITAGE INN OF TINLEY PARK OPCO, L.L.C., Chicago/Tinley Park, IL, 18501 North Creek Drive Tinley Park, IL 60477 708-633-0602
Vinayaka Hospitality Westchester LLC, Chicago/Chicago (Oak Brook), IL, 2222 Enterprise Drive Westchester, IL 60154 708-409-1000
Blackhawk Lodging Inc., Chicago-Carol Stream, IL, 205 W. North Avenue Carol Stream, IL 60188 630-681-9200
RLJ II HA Midway Lessee, LLC, Chicago-Midway Airport, IL, 6540 S. Cicero Ave. Bedford Park, IL 60638 708-496-1900
Saga Chicago Co., Ltd., Chicago-O'Hare Int’l Airport, IL, 3939 N. Mannheim Rd. Schiller Park, IL 60176 847-671-1700
BGMR HAMC, L.L.C., Collinsville, IL, 7 Commerce Drive Collinsville, IL 62234 618-346-4400
W2005/FARGO HOTELS (POOL C) REALTY, L.P., Decatur/Forsyth, IL, 1429 Hickory Point Drive Forsyth, IL 62535 217-877-5577
DeKalb Hotel Group, LLC, DeKalb (Near the University), IL, 663 S. Annie Glidden Road DeKalb, IL 60115 815-748-4323
Century Hospitality, LLC, Freeport, IL, 109 S. Galena Avenue Freeport, IL 61032 815-232-7100
Joliet/55 Lodging Associates L.L.C., Joliet - I-55, IL, 3555 Mall Loop Drive Joliet, IL 60431 815-439-9500
Joliet/80 Lodging Partners Limited Partnership, Joliet - I-80, IL, 1521 Riverboat Center Drive Joliet, IL 60436 815-725-2424
Champaign Hotel Ventures, LLC, Lincoln, IL, 1019 North Heitmann Drive Lincoln, IL 62656 217-732-6729
Litchfield Hotel Ventures, LLC, Litchfield, IL, 11 Thunderbird Circle Litchfield, IL 62056 217-324-4441
Macomb Hotel, LLC, Macomb, IL, 1639 East Jackson Street Macomb, IL 61455 309-837-6000
RS Hospitality of Marion LLC, Marion, IL, 2710 West DeYoung Marion, IL 62959 618-998-9900
Royal Golden Hospitality, LLC, Mattoon, IL, 1416 Broadway Avenue East Mattoon, IL 61938 217-234-4267
McHenry Hotel, LLC, McHenry, IL, 1555 South Route 31 McHenry, IL 60050 815-578-1900
Brisam Vernon LLC, Mount Vernon, IL, 221 Potomac Boulevard Mount Vernon, IL 62864 618-244-2323
North Ottawa Hotel Group, L.L.C., Ottawa (Starved Rock Area), IL, 4115 Holiday Lane Ottawa, IL 61350 815-434-6040
Johnson Peoria Ventures, L.L.C., Peoria-East, IL, 11 Winners Way East Peoria, IL 61611 309-694-0711
Tracy Holdings, LLC, Quincy, IL, 225 South 4th Street Quincy, IL 62301 217-224-8378
IB Rockford Hotel Partners LLC, Rockford, IL, 615 Clark Drive Rockford, IL 61107-5816 815-229-0404
Johnson Springfield Ventures, L.L.C., Springfield, IL, 3185 S. Dirksen Pkwy. Springfield, IL 62703 217-529-1100
MMCP, LLC, St. Louis/Columbia, IL, 165 Admiral Trost Dr. Columbia, IL 62236 618-281-9000
W2005/FARGO HOTELS (POOL C) REALTY, L.P., St. Louis/Fairview Heights, IL, 150 Ludwig Dr. Fairview Heights, IL 62208 618-397-9705
Yorksve Hospitality LLC, Yorkville, IL, 310 East Countryside Parkway Yorkville, IL 60560 630-553-9805

INDIANA
Brisam Anderson LLC, Anderson, IN, 2312 Hampton Drive Anderson, IN 46013 765-622-0700
Auburn Hospitality, Inc., Auburn, IN, 1020 Smaltz Way Auburn, IN 46706 260-925-1100
Batesville Inn, Inc., Batesville, IN, 1030 State Road 229 N. Batesville, IN 47006 812-934-6262
First ENT LLC, Bloomington, IN, 2100 N. Walnut St. Bloomington, IN 47404 812-334-2100
J Enterprises Inn of Columbus, LLC, Columbus/Taylorsville/Edinburgh, IN, 12161 N. US 31 Edinburgh, IN 46124 812-526-5100
Corydon Hotel Developers, LLC, Corydon, IN, 2455 Landmark Avenue Corydon, IN 47112 812-738-6688
Shree Ram, LLC of Elkhart, Elkhart, IN, 2710 West DeYoung Elkhart, IN 46514 574-264-2525
Ashford TRS Evansville I LLC, Evansville, IN, 8000 Eagle Crest Blvd. Evansville, IN 47715 812-473-5000

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Encore Hotel Owners II of Evansville, LLC, Evansville/Airport, IN, 5701 Highway 41 North  Evansville, IN  47711  812-464-1010
Jairaj Dupont, LLC, Ft. Wayne/Dupont Road, IN, 3520 East Dupont Road  Fort Wayne, IN  46825  260-483-3999
ARC Hospitality SWN TRS, LLC, Ft. Wayne-Southwest, IN, 8219 West Jefferson Blvd.  Fort Wayne, IN  46804  260-459-1999
Hariomshiv, Inc., Goshen, IN, 1968 Lincolnway East  Goshen, IN  46526  574-533-8800
K-1 Investment, LLC, Greenfield, IN, 2271 William Way  Greenfield, IN  46140  317-467-0700
105 S. Meridian Inc., Indianapolis Dwtwn from across from Circle Cen, 105 S. Meridian Street  Indianapolis, IN  46225  317-261-1200
73rd Hotel Partners, LLC, Indianapolis Northwest/Park 100, IN, 5860 West 73rd Street  Indianapolis, IN  46278  317-290-6000
North Meridian Carmel Hotel, L.P., Indianapolis/Carmel, IN, 12197 N. Meridian Street  Carmel, IN  46032  317-843-1100
New Indianapolis Hotels LLC, Indianapolis-East, IN, 2311 North Shadeland  Indianapolis, IN  46219  317-359-9900
Anson Hospitality, LLC, Indianapolis/Zionsville, IN, 6005 S. Main Street  Whitestown, IN  46075  317-768-2330
ARC Hospitality Portfolio II HIL TRS, LLC, Indianapolis-NE/Castleton, IN, 6817 E. 82nd Street  Indianapolis, IN  46250  317-576-0220
DREP-BC Indy Owner LLC, Indianapolis-South, IN, 7045 McFarland Blvd.  Indianapolis, IN  46237  317-889-0722
North Pointe Development, LLC, Indianapolis-SW/Plainfield, IN, 2244 East Perry Road  Plainfield, IN  46168  317-839-9993
MGA Family Group, Inc., Jasper, IN, 355 Third Avenue  Jasper, IN  47546  812-481-1888
62LaPorte, LLC, La Porte, IN, 1777 West High-Point Drive  LaPorte, IN  46350  219-362-6100
Lafayette Suites Developers, L.P., Lafayette, IN, 3941 South Street  Lafayette, IN  47905  765-447-1600
H.H.B., LLC, Louisville-North/Clarksville, IN, 1501 Broadway  Clarksville, IN  47129  812-280-1501
U.S. Hospitality, LLC, Marion, IN, 1502 N. Baldwin Avenue  Marion, IN  46952  765-662-6656
SSH TRS H LLC, Merrillville, IN, 8353 Georgia Street  Merrillville, IN  46410  219-736-7600
New Albany Hotels LLC, New Albany, IN, 506 West Spring Street  New Albany, IN  47150  812-944-4600
60Portage, LLC, Portage, IN, 6353 Melton Road  Portage, IN  46368  219-764-1919
Princeton Hospitality Partners, LLC, Princeton, IN, 107 S. Richland Creek Drive  Princeton, IN  47670  812-385-2400
Choice Inn of Seymour, LLC, Seymour, IN, 247 N. Sandy Creek Drive  Seymour, IN  47274  812-523-2409
Shri Harikrishna Hospitality, Inc., Shelbyville, IN, 59 E. Rampart St.  Shelbyville, IN  46176  317-398-9100
Terre Haute Hotel Partners, LLC, Terre Haute, IN, 3325 U.S. 41 South  Terre Haute, IN  47802  812-242-2222
80Warsaw, LLC, Warsaw, IN, 115 Robmar Drive  Warsaw, IN  46580  574-268-2600

IOWA

OBOS CDR LLC, Cedar Rapids, IA, 3265 6th Street, SW  Cedar Rapids, IA  52404  319-362-8144
Raj Lodging Inc., Clinton, IA, 2781 Wild Rose Circle South  Clinton, IA  52732  563-243-5555
Kinseth Hospitality VI L.C., Council Bluffs, IA, 2204 River Road  Council Bluffs, IA  51501  712-328-2500
LVP HMI Des Moines Holding Corp., Des Moines-Airport, IA, 5001 Fleur Drive  Des Moines, IA  50321  515-287-7300
West Des Moines Lodging Investors, LLC, Des Moines-West, IA, 7060 Lake Drive  West Des Moines, IA  50266  515-223-4700
Dodge Street Hotel Associates, L.C., Dubuque, IA, 3434 Dodge Street  Dubuque, IA  52003  563-690-2005
Coralville Hotel Associates, L.C., Iowa City/Coralville, IA, 1200 First Avenue  Coralville, IA  52241  319-351-6600
Ravi Lodging Inc., Iowa City/University Area, IA, 4 Sturgis Corner Drive  Iowa City, IA  52240  319-339-8000
Rivercity Hospitality, Inc., Keokuk, IA, 3201 Main Street  Keokuk, IA  52632  319-524-6700
Sajni Lodging, Inc., Muscatine, IA, 3303 North Port Drive  Muscatine, IA  52761  563-264-3003
Prairie Winds Hotel Holdings, LLC, Orange City, IA, 914 8th Street, SE  Orange City, IA  51041  712-707-4100
OTM Hospitality, Inc., Ottumwa, IA, 943 N Quincy Avenue  Ottumwa, IA  52501  641-814-8888
Chrisbro, L.L.C., Waterloo, IA, 2034 La Porte Road  Waterloo, IA  50702  319-233-2044
EXHIBIT A

KANSAS

Bosselman Inc. of Kansas, Colby, KS, 1000 East Willow Drive  Colby, KS  67701  785-460-2333
Derby Hotel, Inc., Derby, KS, 1701 Cambridge St.  Derby, KS  67037  316-425-7900
Shiva Hotels, Inc., Garden City, KS, 2505 Crestway  Garden City, KS  67846  620-272-0454
JC UMA Hotel, LLC, Junction City, KS, 1039 S. Washington St.  Junction City, KS  66441  785-579-6950
ARC Hospitality Portfolio I HIL TRS, LLC, Kansas City/Overland Park, KS, 10591 Metcalf Frontage Road  Overland Park, KS  66212  913-341-1551
Shawnee Inn, Inc., Kansas City/Shawnee Mission, KS, 1655 Midland Drive  Shawnee, KS  66217  913-248-1900
CM7 Hotels Village West #1, LLC, Kansas City-Village West, KS, 1400 Village West Parkway  Kansas City, KS  66111  913-328-1400
Magers Lodgings, Inc., Lawrence, KS, 2300 W. 6th Street  Lawrence, KS  66049  785-841-4994
Crystal Hospitality LLC, Leavenworth, KS, 405 Choctaw St.  Leavenworth, KS  66048  913-6801500
Little Apple Hotel Partners, LLC, Manhattan, KS, 501 E. Poyntz Ave.  Manhattan, KS  66502  785-539-5000
McPherson Lodging Inc., McPherson, KS, 200 Centennial Dr  McPherson, KS  67460  620-4802990
Chaudhry's Investment Group, Olathe, KS, 12081 S. Strangline Rd.  Olathe, KS  66062  913-393-1111
Ellite Investments, Inc., Topeka, KS, 1515 S.W. Arrowhead Rd  Topeka, KS  66604  785-228-0111
H.I. Heritage Inn of Wichita OPCO, LLC, Wichita-East, KS, 9449 E. Corporate Hills Dr.  Wichita, KS  67207  316-686-3576

KENTUCKY

Kapra, Inc., Ashland, KY, 1321 Cannonsburg Rd.  Ashland, KY  41102  606-928-2888
MCRT3 Bowling Green Tenant LLC, Bowling Green, KY, 233 Three Springs Rd.  Bowling Green, KY  42104  270-842-4100
Carrollton Host, Inc., Carrollton, KY, 7 Slumber Lane  Carrollton, KY  41008  502-732-0700
Steeplechase Hotel, LLC, Cincinnati-Airport South, OH, 7393 Turfway Rd.  Florence, KY  41042  859-283-1600
Gateway Hotel, LLC, Cincinnati-Riverfront (Downtown Area), KY, 200 Crescent Ave.  Covington, KY  41011  859-581-7800
James C. Handy, Corbin, KY, 125 Adams Rd.  Corbin, KY  40701  606-523-5696
Danville Host, LLC, Danville, KY, 100 Montgomery Way  Danville, KY  40422  859-236-6200
Tander Properties, LLC, Dry Ridge, KY, 1200 Cull Rd.  Dry Ridge, KY  41035  859-823-7111
E-Town Motel Associates, LLC, Elizabethtown, KY, 1035 Executive Dr.  Elizabethtown, KY  42701  270-765-6663
Five Star Hospitality, LLC, Frankfort, KY, 1310 U.S. 127 South  Frankfort, KY  40601  502-223-7600
Sarina Management, Inc., Franklin, KY, 4010 Nashville Rd.  Franklin, KY  42134  270-598-8001
Dhami, Sehgal and Sohal Properties LLC, Horse Cave, KY, 750 Flint Ridge  Horse Cave, KY  42749  270-786-5000
Barkley Lake Inn, Inc., Kuttawa/Eddyville, KY, 62 Days Inn Dr.  Kuttawa, KY  42055  270-388-5777
Good Knight, LLC, Lebanon, KY, 1125 Loretto Rd.  Lebanon, KY  40033  270-699-4000
FLG Properties Kentucky, LLC, Lexington - I-75, KY, 2251 Elkhorn Rd.  Lexington, KY  40505  859-299-2613
Phil G. Greer, Lexington Medical Center, KY, 1953 Nicholasville Rd.  Lexington, KY  40503  859-313-9000
Glen Eagles Hotel Company, LLC, Lexington/Georgetown, KY, 128 Darby Dr.  Georgetown, KY  40324  502-867-4888
W2005/FARGO HOTELS (POOL C) REALTY, L.P., Lexington-South, KY, 3060 Lakecrest Circle  Lexington, KY  40513  859-223-0088
Big Blue Enterprises, LLC, London-North, KY, 200 Alamo Dr.  London, KY  40741  606-864-0011
Louisville Hotel Partners LLC, Louisville East/Hurstbourne, KY, 1150 Forest Bridge Rd., Building B  Louisville, KY  40223  502-426-1822

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OM SHANTI, INC., Louisville I-65 @ Brooks Rd., KY, 180 Willabrook Drive Brooks, KY 40109-5254 502-957-5050
Diamond Hospitality, LLC, Louisville-Airport, KY, 800 Phillips Lane Louisville, KY 40209 502-366-8100
INK Lessee, LLC, Louisville-Downtown, KY, 101 East Jefferson Street Louisville, KY 40202 502-585-2200
W. Malcolm Bryant, Sally B. Bryant, Louisville-Northeast, KY, 4100 Hampton Lake Way Louisville, KY 40241 502-327-8880
Mason Host, LLC, Maysville, KY, 503 Market Place Drive Maysville, KY 41056 606-759-0600
Morehead Ventures, LLC, Morehead, KY, 500 Hampton Way Morehead, KY 40351 606-780-0601
Owensboro Hotel Associates, LLC, Owensboro South, KY, 615 Salem Drive Owensboro, KY 42303 270-926-2006
Bailey Hotel, LLC, Pikeville, KY, 831 Hambley Blvd Pikeville, KY 41501 606-432-8181
Mahalaxmi Host, LLC, Richmond, KY, 1099 Barnes Mill Road Richmond, KY 40475 859-626-1002
HPT Hotels, LLC, Somerset, KY, 4141 S. Highway 27 Somerset, KY 42501 606-676-8855
Phil G. Greer, Williamsburg, KY, 530 Highway 92 W Williamsburg, KY 40769 606-549-3775
Winchester Hotels, Inc., Winchester, KY, 1025 Early Dr. Winchester, KY 40391 859-745-2000

LOUISIANA
Triumph Investment Group, LLC, Baton Rouge/Denham Springs, LA, 201 Rushing Road West Denham Springs, LA 70726 225-665-0555
Gulf Breeze Hotel Corporation/LNRC Venture, Baton Rouge-I-10 & College Drive, LA, 4646 Constitution Avenue Baton Rouge, LA 70808 225-926-9990
Laxmi of Broussard, LLC, Broussard-Lafayette Area, LA, 2280 E. Main Street Broussard, LA 70518 337-330-2500
Pinnacle Lodging, LLC, Covington, LA, 68700 Highway 190 Service Road Covington, LA 70433 985-809-0019
Midas Worthington, LLC, Gonzales, LA, 2634 West Outfitters Drive Gonzales, LA 70737 225-450-6999
Sunray Hospitality, LLC, Hammond, LA, 401 Westin Oak Drive Hammond, LA 70403 985-419-2188
Houma HPA LLC, Houma, LA, 1728 Martin Luther King Blvd. Houma, LA 70360 985-873-3140
JLD of Lafayette, LLC, Lafayette, LA, 2144 West Willow Street Scott, LA 70583 337-236-6161
Lake Charles Hotel Ventures, LLC, Lake Charles, LA, 3175 Holly Hill Road Lake Charles, LA 70601 337-480-6443
Cajun Lodging, L.L.C., Laplace, LA, 4288 Highway 51 Laplace, LA 70068 985-652-5002
LAXMI OF NEW LLANO, LLC, Leesville/Fort Polk, LA, 136 Express Blvd Leesville, LA 71446 337-239-2929
Hotel Investors, L.L.C., Metairie, LA, 2730 North Causeway Boulevard Metairie, LA 70002 504-831-7676
Narendra R. (Neal) Patel, Natchitoches, LA, 5300 University Parkway Natchitoches, LA 71457 318-354-0010
BRE NOLA Property Owner LLC, New Orleans-St. Charles Ave./Garden Dist, 3626 St. Charles Ave. New Orleans, LA 70115 504-899-9990
MIC RLA, LLC, Ruston, LA, 1315 North Trenton Street Ruston, LA 71270 318-251-3090
Narendra R. (Neal) Patel, Shreveport, LA, 5226 Monkhouse Drive Shreveport, LA 71109 318-636-4447
Savoy Bossier City Hotels, LLC, Shreveport/Bossier City, LA, 1005 Gould Drive Bossier City, LA 71111 318-752-1112
Travel Choice, Inc., Slidell, LA, 56460 Frank Pichon Road Slidell, LA 70458 985-726-9777
HISL Holding LLC, Sulphur/Lake Charles Area, LA, 210 Henning Drive Sulphur, LA 70663 337-527-0000
Shriji West Monroe, Inc., West Monroe, LA, 601 Mane Street West Monroe, LA 71292 318-938-2800

MAINE
AHI Hotel, LLC, Augusta, ME, 388 Western Avenue Augusta, ME 04330 207-622-4077
Hasko, LLC, Bangor, ME, 261 Haskell Road Bangor, ME 04401 207-990-4400
W.S. Atlantic LLC, Bar Harbor, ME, 12 Norman Road Bar Harbor, ME 04609 207-288-3210
Peter Anastas, Bath (Brunswick Area), ME, 140 Commercial Street Bath, ME 04530 207-386-1310
Ellsworth No. 1 LLC, Ellsworth/Bar Harbor, ME, 6 Downeast Highway Ellsworth, ME 04605 207-667-2688
Pendleton Point Hotels Freeport, LLC, Freeport/Brunswick, ME, 194 Lower Main Street Freeport, ME 04032 207-865-1400
Lincoln Street Hoteliers, LLC, Lewiston/Auburn, ME, 15 Lincoln Street Lewiston, ME 04240 207-344-1000

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EXHIBIT A

Giri Oxford I, LLC, Oxford, ME, 151 Main St Oxford, ME 04270 207-539-6055
Chatham Portland DT Leaseco LLC, Portland Downtown Waterfront, ME, 209 Fore Street Portland, ME 04101 207-775-1454
Olympia Equity Investors XII/Millroc Hospitality P, Portland-Airport, ME, 171 Philbrook Avenue South Portland, ME 04106 207-773-4400
BLD Hospitality, LLC, Presque Isle, ME, 768 Main Street Presque Isle, ME 04769 207-760-9292
Saco No. 1, LLC, Saco/Biddeford, ME, 48 Industrial Park Road Saco, ME 04072 207-282-7222
Pendleton Point Hotels Waterville, LLC, Waterville, ME, 425 Kennedy Memorial Drive Waterville, ME 04901 207-873-0400

MARYLAND
ARC Hospitality Portfolio I HIL TRS, LLC, Baltimore/Glen Burnie, MD, 6617 Ritchie Hwy. Glen Burnie, MD 21061 410-761-7666
Home Run Lodging, LLC, Baltimore/Owings Mills, MD, 10521 Red Run Boulevard Owings Mills, MD 21117 410-654-2780
MCRB White Marsh 1 Tenant LLC, Baltimore/White Marsh, MD, 8225 Town Center Dr. Baltimore, MD 21236 410-931-2200
MCRB Camden Tenant LLC, Baltimore-Downtown-Convention Center, MD, 550 Washington Blvd. Baltimore, MD 21230 410-685-5000
Vital Hospitality LLC, Bowie, MD, 15202 Major Lansdale Blvd. Bowie, MD 20716 301-809-1800
College Park Hospitality Group, LLC, College Park, MD, 9670 Baltimore Avenue College Park, MD 20740 301-345-2200
Grand Prix Fixed Lessee LLC, Columbia, MD, 8880 Columbia Parkway Columbia, MD 21045 410-997-8555
D & H Ventures, Inc., Easton, MD, 8058 Ocean Gateway Easton, MD 21601 410-822-2200
Amrut I. Patel and Nila Patel, Elkton, MD, 2 Warner Road Elkton, MD 21921 410-398-7777
RBP-WW Frederick LLC, Frederick, MD, 5311 Buckeystown Pike Frederick, MD 21704 301-698-2500
Maganal V. Patel, Frostburg, MD, 11200 New George's Creek Road Frostburg, MD 21532 301-689-1998
Randy R. Morral and Michele W. Morral, Hagerstown I-81, 18300 Peak Circle Hagerstown, MD 21742 240-420-1970
DPR Enterprises, Incorporated, Hagerstown, MD, 1716 Dual Highway Hagerstown, MD 21740-6635 301-739-6100
Neema Laurelie LP, Laurel(Fort Meade Area), MD, 7900 Braggegreen Road Laurel, MD 20708 240-456-0234
High Hotels, Ltd., Lexington Park, MD, 22211 Three Notch Road Lexington Park, MD 20653 301-863-3200
AMMD, LLC, Salisbury, MD, 121 E. Naylor Mill Road Salisbury, MD 21804 410-334-3080
Hospitality Associates of Colesville, L.P., Silver Spring, MD, 8728-A Colesville Road Silver Spring, MD 20910 301-588-5887
Waldorf Prosperity, LLC, Waldorf, MD, 3750 Crain Highway Waldorf, MD 20603 301-632-9600

MASSACHUSETTS
Amesbury Hospitality LLC, Amesbury, MA, 284 Elm Street Amesbury, MA 01913 978-834-5080
OM SHRI AGASI MATA LLC, Aubur, MA, 736 Southbridge Street Auburn, MA 01501 774-221-0055
Braintree Hotel Operator, Inc., Boston/Braintree, MA, 215 Wood Road Braintree, MA 02184 781-380-3300
NATRAJ HOSPITALITY LLC, Boston/Cambridge, MA, 191 Monsignor O'Brien Highway Cambridge, MA 02141 617-494-5300
Buffalo-Marlborough Associates, LLC, Boston/Marlborough, MA, 277 Boston Post Road West Marlborough, MA 01752 508-787-9888
DDH Hotel Natick/Speen, LLC, Boston/Natick, MA, 319 Speen Street Natick, MA 01760 508-653-5000
Summit Hotel TRS 122, LLC, Boston/Norwood, MA, 434 Providence Highway (Rt. 1) Norwood, MA 02062 781-769-7000
ARC Hospitality Portfolio I MISC TRS, LLC, Boston/Peabody, MA, 59 Newbury Street - Route 1 North Peabody, MA 01960 978-536-2020
WB Inn, LLC, Boston/Westborough, 15 Connector Road Westborough, MA 01581 508-3295570
MHF Logan Operating V LLC, Boston-Logan Airport, MA, 230 Lee Burbank Highway Revere, MA 02151 781-286-5665
Hershall, LLC, Chicopee/Springfield, MA, 600 Memorial Drive Chicopee, MA 01020 413-593-1500
LaFrance Hospitality, Corp., Fall River/Westport, MA, 53 Old Bedford Road Westport, MA 02790 508-675-8500
Claremont Franklin Inn, LLC, Franklin/Milford, MA, 735 Union Street Franklin, MA 02038 508-520-2999

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Parmar and Sons, Inc., Hadley/Amherst Area, MA, 24 Bay Road  Hadley, MA  01035  413-586-4851
Haverhill Hospitality, LLC, Haverhill, MA, 106 Bank Road  Haverhill, MA  01832  978-374-7755
Claremont Fairhaven Inn, LLC, New Bedford/Fairhaven, MA, 1 Hampton Way  Fairhaven, MA  02719  508-990-8500
Raynham Hotel LLC, Raynham/Taunton, MA, 600 New State Highway  Raynham, MA  02767  508-822-6222
Darling Development Corporation, Seekonk, MA, 1030 Fall River Avenue  Seekonk, MA  02771  508-336-9000
SDP Partners, LLC, Sturbridge, MA, 328 Main Street  Sturbridge, MA  01566  508-347-6466
Springfield Welcome, LLC, West Springfield, MA, 1011 Riverdale St.  West Springfield, MA  01089  413-732-1300

**MICHIGAN**

FH-Hotel Ann Arbor Opco, L.L.C., Ann Arbor-North, MI, 2300 Green Road  Ann Arbor, MI  48105  734-996-4444
LEI-DCIC Ann Arbor Operating Company, LLC, Ann Arbor-South, MI, 925 Victors Way  Ann Arbor, MI  48108  734-665-5000
H.I. HERITAGE INN OF BATTLE CREEK OPCO, L.L.C., Battle Creek, MI, 1150 Riverside Drive  Battle Creek, MI  49017  269-979-5577
Birch Run Properties, Ltd., Birch Run/Frankenmuth, MI, 12130 Tiffany Blvd.  Birch Run, MI  48415  989-624-2500
Cadillac Resort IV, LLC, Cadillac, MI, 1650 South Mitchell Street  Cadillac, MI  49601  231-779-2900
Cal Tex Hospitality LLC, Coldwater, MI, 391 North Willowbrook Road  Coldwater, MI  49036  517-279-9800
SUS Hospitality Investment, LLC, Detroit/Auburn Hills South, MI, 2200 Featherstone Road  Auburn Hills, MI  48326  248-334-3324
Auburn Hills Investment, LLC, Detroit/Auburn Hills-North [Great Lakes, 3988 Baldwin Road  Auburn Hills, MI  48326  248-322-1100
Belleville Nights, Inc., Detroit/Belleville-Airport Area, MI, 46280 N. I-94 Service Drive  Belleville, MI  48111  734-699-2424
Hallmark Ventures, LLC, Detroit/Dearborn, MI, 22324 Michigan Avenue  Dearborn, MI  48124  313-562-0000
ARC Hospitality Portfolio I HIL TRS, LLC, Detroit/Madison Heights/South Troy, MI, 32420 Stephenson Hwy.  Madison Heights, MI  48071  248-585-8881
ARC Hospitality Portfolio I HIL TRS, LLC, Detroit/Northville, MI, 20600 Haggerty Rd.  Northville, MI  48167  734-462-1119
Commerce Hospitality Management, Inc., Detroit/Novi @ 14 Mile Road, MI, 169 Loop Road  Novi, MI  48390  248-624-8100
Devi Holdings LLC, Detroit/Roseville, MI, 33680 Gratiot Avenue  Clinton Township, MI  48035  586-792-1500
Coldfoot, LLC, Detroit/Southgate, MI, 13555 Prechter Boulevard  Southgate, MI  48195  734-574-4000
Shelby Hospitality Management, Inc., Detroit/Utica-Shelby Township, MI, 51620 Shelby Parkway  Shelby Township, MI  48315  586-731-4267
ARC Hospitality Portfolio II MISC TRS, LLC, East Lansing, MI, 2500 Coolidge Road  East Lansing, MI  48823  517-324-2072
Gaylord Properties, Ltd., Gaylord, MI, 230 Dickerson Road  Gaylord, MI  49735  989-731-4000
ARC Hospitality Portfolio I MISC TRS, LLC, Grand Rapids-North, MI, 500 Center Dr. NW  Grand Rapids, MI  49544  616-647-1000
Wyoming Hospitality, Inc., Grand Rapids-South, MI, 755 54th Street SW  Wyoming, MI  49509  616-261-5500
HIH, Inc., Holland, MI, 12427 Felch Street  Holland, MI  49424  616-399-8500
W2005/FARGO HOTELS (POOL C) REALTY, L.P., Jackson, MI, 2225 Shirley Drive  Jackson, MI  49202  517-789-5151
ANR Kalamazoo Hotel 2, LLC, Kalamazoo, MI, 2610 Airview Boulevard  Kalamazoo, MI  49001  269-343-0400
TI & RM Larson, Inc., Marquette/Waterfront, MI, 461 South Lakeshore Boulevard  Marquette, MI  49855  906-228-6001
K Marshall No. 2, LLC, Marshall, MI, 325 Sam Hill Drive  Marshall, MI  49068  269-789-0131
Midland Lodging LLC, Midland, MI, 6701 Eastman Avenue  Midland, MI  48642  989-837-4000
Buddy Two, LLC, Monroe, MI, 1565 North Dixie Highway  Monroe, MI  48162  734-289-5700
Alpine Holdings, L.L.C., Mt. Pleasant, MI, 5205 E. Pickard  Mount Pleasant, MI  48858  989-772-5500
HSS Muskegon Hotel Opco, L.L.C., Muskegon, MI, 1401 East Ellis Road  Muskegon, MI  49444  231-799-8333
70 Port Huron LLC, Port Huron, MI, 1655 Yeager Street  Port Huron, MI  48060  810-966-9000
MM Hospitality LLC, South Haven, MI, 04299 Cecilia Drive  South Haven, MI  49090  269-639-8550
S & B Lodging, LLC, Southfield/West Bloomfield, MI, 33096 Northwestern Hwy  West Bloomfield, MI  48322  248-6716500
HSS Stevensville Hotel Opco, L.L.C., St. Joseph I-94, MI, 5050 Red Arrow Hwy  Stevensville, MI  49127  269-429-2700

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MINNESOTA
Canal Properties, Inc., Duluth, MN, 310 Canal Park  Duluth, MN 55802  218-720-3000
Greischar and Torgerson III, LLC, Fairmont, MN, 100 Hampton Dr.  Fairmont, MN 56031-0922  507-235-2626
Zenith Asset Company, LLC, Hibbing, MN, 4225 9th Avenue West  Hibbing, MN 55746  218-262-0000
BBC and Torgerson, LLC, Minneapolis Bloomington West, MN, 5400 American Blvd. W.  Bloomington, MN 55437  952-905-2950
Forstrom and Torgerson HNW, L.L.C., Minneapolis/NW Maple Grove, MN, 7745 Elm Creek Blvd. N.  Maple Grove, MN 55369  763-494-4498
H.I. HERITAGE INN OF BURNSVILLE OPCO, L.L.C., Minneapolis/Burnsville, MN, 14400 Niccolot Court  Burnsville, MN 55306  952-435-6366
Eagan Lodging Investors II, LLC, Minneapolis/Eagan, MN, 3000 Eagandale Place  Eagan, MN 55121  651-688-3343
HR L.L.C., Minneapolis/Roseville, MN, 2050 Iona Lane West  Roseville, MN 55113  651-209-3000
WKS Shakopee LLC, Minneapolis/Shakopee, MN, 4175 Dean Lakes Blvd.  Shakopee, MN 55379  952-641-3600
H.I. HERITAGE INN OF WOODBURY OPCO, L.L.C., Minneapolis/St. Paul-Woodbury, MN, 1450 Weir Drive  Woodbury, MN 55125  651-578-2822
1755 S. Broadway, LLC, Rochester, MN, 1755 South Broadway  Rochester, MN 55904  507-287-9050

MISSISSIPPI
PRIME INNS, INC., Batesville, MS, 103 Lakewood Drive  Batesville, MS 38606  662-578-5555
Arbuda Global Hotel, LLC, Biloxi/Ocean Springs, MS, 13921 Big Ridge Road  Biloxi, MS 39532  228-872-6370
Twin Peaks, LLC, Biloxi-Beach Boulevard, MS, 1138 Beach Boulevard  Biloxi, MS 39530  228-435-9010
KO-AM, LLC, Brookhaven, MS, 1213 Hampton Drive  Brookhaven, MS 39601-7788  601-823-3800
Yagnapurush, LLC, Canton, MS, 133 Soldier Colony Road  Canton, MS 39046  601-859-8700
Chawla and Chawla, Inc., Clarksdale, MS, 15000 New Africa Road  Clarksdale, MS 38614  662-621-1717
Chawla Inns, Inc., Cleveland, MS, 912 North Davis (Highway 61 North)  Cleveland, MS 38732  662-846-2915
Little Properties, Inc., Corinth, MS, 2107 Highway 72 West  Corinth, MS 38834  662-286-5949
Dr. V.K. Chawla, Greenville, MS, 1155 VFW Road  Greenville, MS 38701  662-335-7515
Chawla Lodging, Inc., Greenwood, MS, 1815 Highway 82 West  Greenwood, MS 38930  662-455-7985
Hattiesburg HP, LLC, Hattiesburg, MS, 120 Plaza Drive  Hattiesburg, MS 39402  601-268-0606
Hernando Hotel Group Inc., Hernando, MS, 2675 Mclngvale Road  Hernando, MS 38632  662-449-7737
Chawla Brothers, LLC, Indianola, MS, 913 Highway 82 West  Indianola, MS 38751  662-445-2000
Raj's Lodging, Inc., Jackson/Clinton, MS, 493 Springridge Road  Clinton, MS 39056  601-925-9393
Shriji Flowood, LLC, Jackson/Flowood (Airport Area), MS, 115 Hospitality Drive  Flowood, MS 39232  601-709-5200
Neelam Funding, Inc., Jackson/Pearl-International Airport, MS, 1234 Phillips Street  Pearl, MS 39208  601-932-7676
Ketan G. Desai, Jackson/Richland-Highway 49, MS, 891 U.S. 49 South  Richland, MS 39218  601-398-2116
Northumberland Hotel Partners, LLC, Memphis/Southaven, MS, 390 Goodman Road W  Southaven, MS 38671  662-349-8855
Budget Inns, Inc., Meridian, MS, 103 US Highway 11 & 80  Meridian, MS 39302  601-483-3000
Jainis MS, LLC, Moss Point, MS, 6730 Hwy 63 North  Moss Point, MS 36563  228-246-0777
New Albany Hospitality, L.L.C., New Albany, MS, 320 Coultier Cove  New Albany, MS 38652  662-534-7722
Desoto Inns, Inc., Olive Branch, MS, 6830 Crumpler Blvd.  Olive Branch, MS 38654  662-893-7600
Ganesh Investments, LLC, Oxford/Conference Center, MS, 103 Ed Perry Blvd.  Oxford, MS 38655  662-234-5565
Jay Investments, LLC, Oxford-West, MS, 110 Heritage Drive  Oxford, MS 38655  662-232-2442
Starkville Hotel Group I, LLC, Starkville, MS, 700 Highway 12  Starkville, MS 3759  662-324-1333
Chawla Holdings, Inc., Yazoo City, MS, 2161 Grand Avenue  Yazoo City, MS 39194  662-746-3333

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MISSOURI
Belton Hospitality LLC, Belton/Kansas City area, MO, 16410 Cornerstone Drive  Belton, MO  64012  816-416-8006
Bryan Hotels II Delaware, LLC, Branson/Branson Hills, MO, 200 South Payne Stewart Drive  Branson, MO  65616  417-243-7800
Midamerica Hotels Corporation, Cape Girardeau I-55 East, MO, 207 S. Mount Auburn Rd.  Cape Girardeau, MO  63703  573-334-4499
Town Creek Plaza, LLC, Clinton, MO, 900 Kansas Avenue  Clinton, MO  64735  660-885-4488
Columbia Lodging Partners Limited Partnership, Columbia, MO, 3410 Clark Lane  Columbia, MO  65202  573-886-9392
MM Farmington, LLC, Farmington, MO, 850 Valley Creek Drive  Farmington, MO  63640  573-760-8700
RS JOPLIN 36 LLC, Joplin, MO, 3107 East 36th Street  Joplin, MO  64804  417-659-9900
Lotus Hospitality, LLC, Kansas City/Downtown/Financial District, 801 Walnut Street  Kansas City, MO  64108  816-474-9200
Blue Spring Hospitality, LLC, Kansas City/Blue Springs, MO, 900 NW South Outer Road  Blue Springs, MO  64015  816-220-3844
Lotus Hospitality, LLC, Kansas City/Downtown/Financial District, 801 Walnut Street  Kansas City, MO  64106  816-474-9200
Apple Nine Services Kansas City, Inc., Kansas City/Liberty, MO, 8551 Church Rd.  Kansas City, MO  64157  816-415-9600
Maa Amba, Inc., Kansas City/Near Worlds of Fun, MO, 4233 N. Corrington Avenue  Kansas City, MO  64117  816-452-1010
ARC Hospitality Portfolio I HIL TRS, LLC, Kansas City-Airport, MO, 11212 North Newark Circle  Kansas City, MO  64153  816-464-5454
Dream, Inc., Lebanon, MO, 930 Ivey Lane  Lebanon, MO  65536  417-533-3100
Ozark Hotel Associates 3, LLC, Poplar Bluff, MO, 2420 Crestwood Drive  Poplar Bluff, MO  63901  573-300-4550
Reena, Inc., Rolla, MO, 2201 N. Bishop  Rolla, MO  65401  573-308-1060
H.I. HERITAGE INN OF ST. JOSEPH OPCO, L.L.C., St. Joseph, MO, 3928 Frederick Avenue  Saint Joseph, MO  64506  816-390-9300
Chesterfield Lodging, L.L.C., St. Louis/Chesterfield, MO, 16201 Swingley Ridge Road  Chesterfield, MO  63017-1798  636-537-2000
3720 W. Clay Street, LLC, St. Louis/3720 West Clay Street  Saint Charles, MO  63301  636-947-6800
Nismark, L.L.C., St. Louis/Sunset Hills, MO, 1580 South Kirkwood Road  Saint Louis, MO  63127  314-984-8181
ARC Hospitality Portfolio I HIL TRS, LLC, St. Louis/Westport, MO, 2454 Old Dorsett Rd.  Maryland Heights, MO  63043  314-298-7878
Drury Development Corporation, St. Louis-Airport, MO, 10820 Pear Tree Lane  Saint Louis, MO  63074  314-429-2000
Apple Nine Services St. Louis, Inc., St. Louis-Downtown (At the Gateway Arch), 333 Washington Avenue  Saint Louis, MO  63102  314-621-7900
Drury 141, L.L.L.P., St. Louis-I-44 Southwest (Near Six Flags, 9 Lambert Drury Drive  Saint Louis, MO  63088  636-529-9020

MONTANA
Billings Lodging Investors, LLC, Billings, MT, 5110 Southgate Drive  Billings, MT  59101  406-248-4949
Baxter Lane Ventures, LLC and West Beach Associates, LLC, Bozeman, MT, 75 Baxter Lane  Bozeman, MT  59715  406-522-8000
Mile High Ventures, L.L.C., Butte, MT, 3499 Harrison Avenue  Butte, MT  59701  406-494-2250
Great Falls Lodging Investors, LLC, Great Falls, MT, 2301 14th Street SW  Great Falls, MT  59404  406-453-2675
Helena Hospitality, LLC, Helena, MT, 725 Carter Drive  Helena, MT  59601  406-443-5800
Spring Creek Development L.L.C., Kalispell, MT, 1140 Highway 2 West  Kalispell, MT  59901  406-755-7900

NEBRASKA
Pair-A-Dice Properties III, LLC, Bellevue, NE, 3404 Samson Way  Bellevue, NE  68123  402-292-1607
Yogi Motel, Inc., Grand Island, NE, 504 North Diers Avenue  Grand Island, NE  68803  308-384-9777

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Talmadge Properties, Inc., Kearney, NE, 507 Talmadge Street   Kearney, NE  68845  308-234-3400  
Airport Lodging, LLC and Cornhusker Hospitality II, LLC, Lincoln Airport, NE, 1055 West Bond Street   Lincoln, NE  68521  402-474 6465  
Harbinger Hotels, L.L.C., Lincoln-South/Heritage Park, NE, 5922 Vandervoort Drive   Lincoln, NE  68516  402-420-7800  
Paul J. Younes, Norfolk, NE, 904 South 20th Street   Norfolk, NE  68701  402-379-3585  
4th Generation Development, Inc., North Platte, NE, 200 Platte Oasis Parkway   North Platte, NE  69101  308-534-6000  
DMI, LLC, Omaha/Midtown (Aksarben Area), NE, 1401 South 72nd Street   Omaha, NE  68124  402-933-5510  
Omaha Global Hotel, LLC, Omaha/West, NE, 17606 Arbor Plaza   Omaha, NE  68130  402-330-9500  
West Dodge Lodging Associates II, LLC, Omaha/West-Dodge Road (Old Mill), NE, 11201 Davenport Street   Omaha, NE  68154  402-334-4938  
Sidney Hospitality, LLC, Sidney, NE, 635 Cabalda Drive   Sidney, NE  69162  308-254-2111  
Pair-A-Dice Properties VIII,LLC, York, NE, 309 West David Drive   York, NE  68467  402-362-0222

NEVADA
Jacobs Investments, Inc., Elko, NV, 674 Cimarron Way   Elko, NV  89801  775-777-8181  
Craig Properties, LLC, Las Vegas/North Speedway, NV, 2852 East Craig Road   North Las Vegas, NV  89030  702-655-0111  
N.W.H., LTD., Las Vegas/Summerlin, NV, 7100 Cascade Valley Court   Las Vegas, NV  89128  702-360-5700  
LV Trop Partners LLC, Tropicana, NV, 4975 S. Dean Martin Dr.   Las Vegas, NV  89118-1656  702-948-8100

NEW HAMPSHIRE
Concord Hotel Investors, LLC, Concord/Bow, NH, 515 South Street   Bow, NH  03304  603-224-5322  
Gangagi, LLC, Dover, NH, 9 Hotel Drive   Dover, NH  03820  603-516-5600  
Murphy Littleton, LLC, Littleton, NH, 580 Meadow Street   Littleton, NH  03561  603-444-0025  
Olympia Equity Investors XXIII, LLC, Nashua, NH, 407 Amherst Street   Nashua, NH  03063  603-883-5333  
Giri Portsmouth, LLC, Portsmouth Central, NH, 99 Durgin Lane   Portsmouth, NH  03801  603-431-6111

NEW JERSEY
SHRI SAI DEV. L.L.C., Burlington/Mt. Holly, NJ, 2024 Route 541, RD 1  Westampton, NJ  08060  609-702-9888  
Calandra Enterprises, Inc., Carlstadt-at the Meadowlands, NJ, 304 Paterson Plank Road  Carlstadt, NJ  07072  201-935-9000  
LB-UBS 2007-C2 Laurel Oak Road, LLC, Cherry Hill/Voorhees, NJ, 121 Laurel Oak Road   Voorhees, NJ  08043  856-346-4500  
IHM Clinton, LLC, Clinton, NJ, 16 Frontage Drive   Clinton, NJ  08809  908-713-4800  
Tej Denville Hospitality, LLC, Denville/Rockaway/Parsippany, NJ, 350 Morris Avenue   Denville, NJ  07834  973-664-1050  
Bhavi Motel, L.L.C., East Windsor, NJ, 384 Monmouth Street East Windsor, NJ  08520  609-426-1600  
Flemington Investors, L.P., Flemington, NJ, 14-B Royal Road   Flemington, NJ  08822  908-284-9427  
Ghanshyam Hospitality LLC, Linden, NJ, 501 West Edgar Rd.   Linden, NJ  07036  908-862-3222  
Longwood Hospitality, LLC, Neptune/Wall, NJ, 4 McNamara Way   Neptune, NJ  07753-3100  732-643-0500  
San Pedro Inn, LP, Newark-Airport, NJ, 465 Spring St.   Elizabeth, NJ  07201  908-355-0500  
4H Inns LLC, North Brunswick/New Brunswick, NJ, 841 Georges Road   North Brunswick, NJ  08902  732-246-3555  
HHC TRS FP Portfolio, LLC, Parsippany, NJ, 1 Hilton Ct  Parsippany, NJ  07054  973-290-9058  
Pennsville Hotel Corporation, Pennsville (Wilmington Area), NJ, 429 North Broadway   Pennsville, NJ  08070  856-351-1700  
Akshar Hospitality, LLC, Philadelphia/Bridgeport, NJ, 2 Pureland Drive  Swedesboro, NJ  08085  856-467-6200  
Tej Mt. Laurel Hospitality, LLC, Philadelphia/Mt. Laurel, NJ, 5000 Crawford Place   Mount Laurel, NJ  08054  856-778-5535  
Scotto Princeton, LLC, Princeton, NJ, 4385 US 1 South   Princeton, NJ  08540  609-951-0066  
V. Y. Investment Corp., Ridgefield Park, NJ, 100 Route 46 East   Ridgefield Park, NJ  07660  201-641-2900

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Buffalo-SPNJ Associates, LLC, South Plainfield, NJ, 205 New World Way  South Plainfield, NJ  07080  908-561-2600
Turnersville Hospitality, LLC, Turnersville (Philadelphia Area), NJ, 5800 Black Horse Pike  Blackwood, NJ  08012  856-228-4200
Mori Properties Limited Liability Company, Voorhees, NJ, 320 Route 73  Voorhees, NJ  08043  856-751-1212

NEW MEXICO
OTERO COUNTY MOTEL COMPANY, INC., Alamogordo, NM, 1295 Hamilton Road  Alamogordo, NM  88310  575-439-1782
Terrapin Operator ABQ East, LLC, Albuquerque-University (UNM), NM, 2300 Carlisle NE  Albuquerque, NM  87110  505-837-9300
Padda Hotels, LLC, Clovis, NM, 2212 E. Mabry Drive  Clovis, NM  88101  575-763-3300
Deming Lodging Inc., Deming, NM, 3751 E Cedar Street  Deming, NM  88030  575-546-2022
Yogi Corporation, Gallup-West, NM, 111 Twin Buttes Road  Gallup, NM  87301  505-722-7224
Optima Hospitality, Inc., Lordsburg, NM, 412 Wabash  Lordsburg, NM  88045  575-542-8900
Allied Hotels Group LLC, Santa Rosa, NM, 2475 Historic Rt 66  Santa Rosa, NM  88435  575-472-2300
Si Hospitality Inc., Taos, NM, 1515 Paseo del Pueblo Sur  Taos, NM  87571  575-737-5700

NEW YORK
Turf Western Ave., Inc., Albany-Western Ave/University Area, NY, 1442 Western Avenue  Albany, NY  12203  518-438-0001
ARC Hospitality Portfolio I HIL TRS, LLC, Albany-Wolf Road (Airport), NY, 10 Ulenski Drive  Albany, NY  12205  518-438-2822
Oxford Hospitality LLC, Batavia, NY, 4360 Commerce Drive  Batavia, NY  14020  585-815-0475
W2005/FARGO HOTELS (POOL C) REALTY, L.P., Binghamton/Johnson City, NY, 630 Field Street  Johnson City, NY  13790  607-729-9125
Indus Lake Road, Inc., Brockport, NY, 4873 Lake Road  Brockport, NY  14420  585-391-6747
Village Lodging Associates, LLC, Buffalo/Williamsville, NY, 5455 Main Street  Williamsville, NY  14221  716-632-0900
Buffalo-Walden, LLC, Buffalo-Airport/Galleria Mall, NY, 1745 Walden Avenue  Cheektowaga, NY  14225  716-894-8000
Slade Group, LLC, Buffalo-South/i-90, NY, 1750 Ridge Road  West Seneca, NY  14224  716-824-2030
Millennium Hospitality, LLC, Clifton Park, NY, 620 Plank Road  Clifton Park, NY  12065  518-373-2345
Erwin Hospitality Associates, LLC, Corning/Painted Post, NY, 248 Town Center Road  Painted Post, NY  14870  607-936-5020
Cortland Lodging Associates, LLC, Cortland, NY, 26 River Street  Cortland, NY  13045  607-662-0007
East Aurora Lodging Associates, LLC, East Aurora, NY, 49 Olean Street  East Aurora, NY  14052  716-655-3300
BFH II, LLC, Elmira/Horseheads, NY, 51 Arnot Road  Horseheads, NY  14845  607-795-3333
544 Fishkill Hospitality LLC, Fishkill, NY, 544 Route 9  Fishkill, NY  12524  845-896-4000
RLJ II - HA Garden City Lessee, LLC, Garden City, NY, 1 North Avenue  Garden City, NY  11530  516-227-2720
Mart Inn, Inc., Geneseo, NY, 4250 Lakeville Road  Geneseo, NY  14454  585-447-9040
Lake Street Hotel, LLC, Geneva, NY, 43 Lake Street  Geneva, NY  14456  315-781-2035
MM Woodbury Hotel, Inc., Harriman/Woodbury, NY, 60 Centre Drive  Central Valley, NY  10917  845-782-9600
Westbury Hotel, LLC, Jericho/Westbury, NY, 120 Jericho Turnpike  Jericho, NY  11753  516-997-2000
Neelkanth Hotel LLC, Lockport, NY, 6082 Transit Road  Lockport, NY  14094  716-625-6900
BRE NE Hospitality Property Owner LLC, Long Island/Brookhaven, NY, 2000 North Ocean Avenue  Farmingville, NY  11738  631-732-7300
Commack CHI, LLC, Long Island/Commack, NY, 680 Commack Rd.  Commack, NY  11725  631-462-5700
Grand Prix Fixed Lessee LLC, Long Island/Islandia, NY, 1600 Veterans Memorial Highway  Islandia, NY  11749  631-234-0400
KFHC Hospitality Lessee Two LLC, Manhattan Grand Central, NY, 231 East 43rd Street  New York, NY  10017  212-897-3385

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44 Pearl Street Lessee, LLC, Manhattan/Downtown-Financial District, N, 32 Pearl Street New York, NY 10004 212-480-3500
Palmetto Hospitality of Manhattan II, LLC, Manhattan/Times Square Central, NY, 220 West 41st St. New York, NY 10036-7203 212-221-1188
HCIN Duo One Lessee, LLC, Manhattan/Times Square South, NY, 337 West 39th Street New York, NY 10018 212-967-2344
59 West 35th Street Operator LLC, Manhattan-35th Street/Empire State Bldg., 59 W. 35th Street New York, NY 10001 212-564-3688
HCIN Chelsea Grand East Lessee, LLC, Manhattan-Chelsea, NY, 108 West 24th Street New York, NY 10011 212-414-1000
HCIN Herald Square Lessee, LLC, Manhattan-Madison Square Garden Area, NY, 116 West 31st Street New York, NY 10001-3401 212-947-9700
Seaport T.R.S., LLC, Manhattan-Seaport-Financial District, NY, 320 Pearl Street New York, NY 10038 212-571-4400
SoHo 54, LLC, Manhattan-SoHo, NY, 54 Watts Street New York, NY 10013 212-226-6288
High Hotels, Ltd., Middletown, NY, 20 Crystal Run Crossing Middletown, NY 10941 845-344-3400
New Paltz Hospitality, LLC, New Paltz, NY, 4 South Putt Corners Road New Paltz, NY 12561 845-255-4200
RPH Hotels 51st Street Owner, LLC, New York/Manhattan-Times Square North, N, 851 Eighth Avenue New York, NY 10019 212-581-4100
MHF JFK Operating IV LLC, New York-JFK Apt(Jamaica/Queens),NY, 144-10 135th Avenue Jamaica, NY 11436 718-322-7500
LaGuardia Express LLC, New York-LaGuardia Airport, NY, 102-40 Ditmars Blvd East Elmhurst, NY 11369 718-672-6600
REHC 1, Inc., Niagara Falls, NY, 501 Rainbow Boulevard Niagara Falls, NY 14303 716-285-6666
Falls Hotel, LLC, Niagara Falls/Bldv, NY, 6501 Niagara Falls Boulevard Niagara Falls, NY 14304 716-283-0601
MTL, LLC, Oneonta, NY, 225 River Street Oneonta, NY 13820 607-433-9000
Tioga Hotel LLC, Owego, NY, 1030 State Route 17C Owego, NY 13827 607-687-4600
Keuka Lake Hotel LLC, Penn Yan, NY, 110 Mace Street Penn Yan, NY 14527 315-536-8202
Potsdam Hotel Associates LLC, Potsdam/Canton, NY, 169 Market Street Potsdam, NY 13676 315-265-0100
Greece Hospitality, LLC and KY Siddhi Hospitality, LLC, Rochester/Greece, NY, 500 Center Place Drive Rochester, NY 14615 585-663-6070
MATA HOSPITALITY, LLC, Rochester/Irondequoit, NY, 1323 East Ridge Road Rochester, NY 14621 585-339-3500
CE Webster LLC, Rochester/Webster, NY, 878 Hard Road Webster, NY 14580 585-671-2050
Rome Hospitality Group LLC, Rome, NY, 1352 Floyd Avenue Rome, NY 13441 315-7090000
Schenectady Hotel, LLC, Schenectady, NY, 450 State Street Schenectady, NY 12305 518-377-4500
Seneca Hospitality, LLC, Seneca Falls, 1950 Balsley Road Seneca Falls, NY 13148 315-539-3939
Nayana, Inc., Syracuse/Cay, NY, 3948 State Route 31 Liverpool, NY 13090 315-622-3443
ETH Development Co., Syracuse-North (Airport Area), NY, 417 7th North Street Liverpool, NY 13088 315-457-9900
Marsh Enterprises, LLC, Utica, NY, 172 - 180 North Genesee Street Utica, NY 13502 315-733-1200
Peppercorn Lodging Company, Watertown, NY, 155 Commerce Park Drive Watertown, NY 13601 315-782-2222
IHP I OPS, LLC, White Plains/Tarrytown, NY, 200 West Main Street Elmsford, NY 10523 914-592-5680

NORTH CAROLINA

AHP NC Asheboro Enterprises LLC, Asheboro, NC, 1137 E. Dixie Drive Asheboro, NC 27203 336-625-9000
South Ashe Hotel Associates, LLC, Asheboro & 61 Biltmore Area, NC, One Rocky Ridge Road Ashevege, NC 28806 828-667-2022
South Ashe Hotel Associates, LLC, Asheboro- Tielm Rd., NC., 204 Tunnel Road Ashevege, NC 28805 828-255-9220
Kinderton Inn, LLC, Bermuda Run, NC, 196 NC Hwy 801 North Bermuda Run, NC 27006 336-998-3480
Khadijah’s, Inc., Brevard, NC, 275 Forest Gate Drive Pisgah Forest, NC 28768 828-883-4800
Montcross Hotel Associates, LLC, Charlotte/Belmont at Montcross, NC, 820 Cecilia Alexander Dr. Belmont, NC 28012 704-825-6100
ARC Hospitality Portfolio I NTC HIL TRS, LP, Charlotte/Gaston, NC, 1859 Remount Road Gastonia, NC 28054 704-866-9090
MCRT3 Matthews Tenant LLC, Charlotte/ Matthews, NC, 9615 Independence Pointe Pkwy Matthews, NC 28105 704-841-1155
SREE-TBM-Monroe, L.L.C., Charlotte/Monroe, NC, 2368 Roland Drive Monroe, NC 28110 704-220-2200
Lake Norman Hotel, Inc., Charlotte-North/Lake Norman, NC, 19501 Statesville Road Cornelius, NC 28031 704-892-9900

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8419 N Tryon Charlotte, LLC, Charlotte-University Place, NC, 8419 N. Tryon Street Charlotte, NC 28262 704-548-0905
Smith/Curry Hotel Group Uptown, LLC, Charlotte-Uptown, NC, 530 E. Martin Luther King Jr. Blvd. Charlotte, NC 28202 704-373-0917
JCCC, INC., Cherokee, NC, 185 Tsalaq Road PO Box 1926 Cherokee, NC 28719 828-497-3115
MCRT3 Concord Tenant LLC, Concord/Kannapolis, NC, 612 Dickens Place NE Concord, NC 28025 704-793-9700
MCRT3 Dunn Tenant LLC, Dunn, NC, 100 Jesse Tart Circle Dunn, NC 28334 910-892-4333
Barker and Daly, L.L.C., Eden, NC, 724 S. Van Buren Road Eden, NC 27288 336-627-1111
Edenton Hospitality Group, LLC, Edenton, NC, 115 Hampton Drive Edenton, NC 27932 252-482-3500
First Investment Associates of Elizabeth City, LLC, Elizabeth City, NC, 402 Halstead Boulevard Elizabeth City, NC 27909 252-333-1800
Fayetteville Choice Properties, Inc., Fayetteville Fort Bragg, NC, 1700 Skibo Road Fayetteville, NC 28303 910-487-4006
ARC Hospitality Portfolio I NTC HIL TRS, LP, Fayetteville-I-95, NC, 1922 Cedar Creek Road Fayetteville, NC 28312-9542 910-323-0011
MNM Hotels, LLC, Franklin, NC, 244 Cunningham Road Franklin, NC 28734 828-369-0600
Zenith Asset Company, LLC, Goldsboro, NC, 905 N. Spence Avenue Goldsboro, NC 27534 919-778-1800
Medalist Properties 8, LLC, Greensboro-Airport, NC, 7803 National Service Road Greensboro, NC 27409 336-605-5500
Shriji of Greensboro, LLC, Greensboro-East/McLeansville, NC, 903 Knox Road McLeansville, NC 27301 336-544-3333
Greenville Prime Investors II, LLC, Greenville, NC, 305 SW Greenville Boulevard Greenville, NC 27834 252-355-7400
H2 Associates of Havelock, LLC, Havelock, NC, 105 Tourist Center Drive Havelock, NC 28532 252-447-9400
Akshar Investments, Inc., Henderson I-85, NC, 385 Ruin Creek Road Henderson, NC 27536 252-492-3007
New River Hospitality, Inc., Hendersonville, NC, 155 Sugarloaf Road Hendersonville, NC 28792 828-697-2333
PCA HAI, LLC, Hickory, NC, 1956 13th Avenue Drive SE Hickory, NC 28602 828-624-2000
Daly GC, Inc., High Point, NC, 10066 North Main Street Archdale, NC 27263 336-434-5200
LRP Hotels of Carolina, LLC, Kinston, NC, 1382 Highway 58 South Kinston, NC 28504 252-523-1400
The Riggins Company, Laurinburg, NC, 115 Hampton Circle Laurinburg, NC 28352 910-277-1516
Lincolnton Hospitality, LLC, Lincolnton, NC, 129 Roper Drive Lincolnton, NC 28092 704-736-2000
LUM-LOT 1, LLC, Lumberton, NC, 204 Wintergreen Drive Lumberton, NC 28358 910-7383332
Riverview Marion, LLC, Marion, NC, 3560 U.S. 221 South Marion, NC 28752 828-652-5100
Concord Hospitality Associates, LLC, Mebane, NC, 105 Springfield Forest Drive Mebane, NC 27302 919-563-5400
Hotel Morehead City Opc, L.L.C., Morehead City, NC, 4035 Arendell St. Morehead City, NC 28557-9900 252-240-2300
Morganton Hotel Associates, LLC, Morganton, NC, 115 Bush Drive Morganton, NC 28655 828-432-2000
Hemlock Hospitality, LLC, Mount Airy, NC, 2029 Rockford Street Mount Airy, NC 27030 336-789-5999
Stephen B. Dickey, Murphy, NC, 1550 Andrews Road Murphy, NC 28906 828-837-1628
New Bern Hospitality, Inc., New Bern, NC, 200 Hotel Drive New Bern, NC 28562 252-637-2111
42 Hotel Raleigh, LLC, Raleigh Midtown, NC, 1001 Wake Towne Dr. Raleigh, NC 27609 919-828-1813
201 Ashville Raleigh, LLC, Raleigh/Cary, NC, 201 Ashville Avenue Cary, NC 27518 919-859-5559
Shriji of Raleigh, LLC, Raleigh/Cary I-40, NC, 100 Hampton Drive Garner, NC 27529 919-773-1977
Sriswami, Inc., Raleigh/Garners, NC, 110 Drexer Street Garner, NC 27529 919-772-6500
WF Hotel, Inc., Raleigh/Town of Wake Forest, NC, 12318 Wake Union Church Road Wake Forest, NC 27587 919-554-0222
HIRN Hotel, Inc., Raleigh-Capital Blvd. North, NC, 3621 Spring Forest Road Raleigh, NC 27616 919-872-7111
PVC, Inc., Roanoke Rapids, NC, 85 Hampton Boulevard Roanoke Rapids, NC 27870 252-537-7555
FCM Associates - Rocky Mount, Inc., Rocky Mount, NC, 530 N. Winstead Avenue Rocky Mount, NC 27804 252-937-6333
Daly Choice Properties, Inc., Roxboro, NC, 920 Durham Road Roxboro, NC 27573 336-599-8800
SAFHI, INC., Salisbury, NC, 1001 Klumac Road Salisbury, NC 28144 704-637-8000

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ala Inc. of Asheville, Sanford, NC, 1904 South Horner Blvd.  Sanford, NC  27330  919-775-2000
Selma Hotel Investors, LLC, Selma/Smithfield I-95, NC, 1695 Outlet Center Drive Selma, NC  27576  919-965-6151
C3 Investments of North Carolina, Inc., Southport, NC, 5181 Southport Supply Road SE Southport, NC  28461  910-454-0016
Trumurti of Spring Lake, LLC, Spring Lake/Ft. Bragg, NC, 1050 North Bragg Blvd.  Spring Lake, NC  28390  910-438-0945
AHIP NC Statesville 1508 Enterprises, LLC, Statesville, NC, 1508 Cinema Drive Statesville, NC  28625  704-883-8380
SPECTRUM HOSPITALITY, LLC, Wilkesboro, NC, 1300 Collegiate Drive Wilkesboro, NC  28697  336-838-5000
Washington Hospitality, LLC, Williamson, NC, 1099 Hampton Court Williamstown, NC  27892  252-809-1100
Medical Park Hotels, LLC, Wilmington-Medical Park, NC, 2320 S. 17th Street  Wilmington, NC  28401  910-796-8881
Eastwood Hotel Group, LLC, Wilmington-University Area/Smith Creek S, 124 Old Eastwood Road  Wilmington, NC  28403  910-791-9899
Patco Lodging of Wilson, LLC, Wilson-Downtown, NC, 2806 Wolf Trap Drive Wilson, NC  27896  252-243-4040
Quality Oil Company, LLC, Winston-Salem-I-40/Hanes Mall, NC, 1990 Hampton Inn Court Winston-Salem, NC  27103  336-760-1660
JPK, Inc., Bismarck, ND, 1440 Mapleton Ave  Bismarck, ND  58503  701-751-3100
Prasanna, Inc., Akron-South, OH, 880 ARLINGTON RIDGE EAST Akron, OH  44312  330-644-6579
PAMT Investment Group, LLC, Ashtabula, OH, 2900 GH Drive  Austinburg, OH  44010  440-275-2000
Athens 405 Hotel, LLC, Athens, OH, 986 East State Street  Athens, OH  45701  740-593-5600
Saad Roumaya & Jabbar Yousif, Bowling Green, OH, 142 Campbell Hill Road  Bowling Green, OH  43402  419-353-3464
Georgetown Lodging, Ltd., Cambridge, OH, 8775 Georgetown Road  Cambridge, OH  43725  740-439-0600
Jai Bapa Swami, LLC, Cincinnati/Blue Ash, OH, 4761 Creek Road  Blue Ash, OH  45242  513-791-2822
Sunshine Hospitality, LLC, Cincinnati-Eastgate, OH, 858 Eastgate North Drive  Cincinnati, OH  45245  513-752-8584
Oasis Property Inc., Cincinnati-Kings Island, OH, 5323 Beach Blvd.  Mason, OH  45040  513-459-8900
Middletown Innkeepers, Inc., Cincinnati-Northwest/Fairfield, OH, 430 Kolb Drive  Fairfield, OH  45014  513-942-3440
NBC Hospitality, LLC, Cleveland/Medina, OH, 3073 Eastpointe Drive  Medina, OH  44256  330-721-8955
Widewaters EDR Solon Hotel Company, LLC, Cleveland/Solon, OH, 6035 Enterprise Parkway  Solon, OH  44139  440-542-0400
ARC Hospitality Portfolio I HIL TRS, LLC, Cleveland/Westlake, OH, 29690 Detroit Rd.  Westlake, OH  44145  440-892-0333
Everest Hospitality, LLC, Cleveland-Airport/Tiedeman Road, OH, 10305 Cascade Crossing  Brooklyn, OH  44144  216-929-8400
Black Sapphire C Cleveland 2014 Inc., Cleveland-Downtown, OH, 1460 E. Ninth Street  Cleveland, OH  44114  216-241-6600
Jag Guru, Inc., Columbus I-70 E/Hamilton Rd., OH, 2093 S. Hamilton Rd.  Columbus, OH  43232  614-552-2400
Kautilya Sunbury Hotel, LLC, Columbus/Delaware I-71 North, OH, 7329 State Route 36 & 37  Sunbury, OH  43074  740-363-4700
ARC Hospitality Portfolio I HIL TRS, LLC, Columbus/Dublin, OH, 3920 Tuller Rd.  Dublin, OH  43017  614-889-0573
Indus Airport Hotels II, LLC and LPV Airport Hotels II, LLC, Columbus-Airport, OH, 4280 International Gateway  Columbus, OH  43219  614-235-0717
Shri Sitaram, Inc., Columbus-East, OH, 1890 Winderly Lane  Pickerington, OH  43147  614-864-8383
SBG Management, Inc., Columbus-South, OH, 4017 Jackpot Road  Grove City, OH  43123  614-539-1177
Radha Corporation, Columbus-West, OH, 5625 Trabue Columbus, OH  43228  614-851-5599
Visamo Hospitality, LLC, Dayton/Dayton Mall, OH, 8960 Mall Ring Road  Dayton, OH  45459  937-439-1800
W2005/FARGO HOTELS (POOL C) REALTY, L.P., Dayton/Fairborn (Wright AFB), OH, 2550 Paramount Place  Fairborn, OH  45324  937-429-5505
Laxmi Hospitality LLC, Dayton/Huber Heights, OH, 5588 Merily Way  Huber Heights, OH  45424  937-233-4300
Old Fort Hospitality, Inc., Defiance, OH, 1037 Hotel Drive  Defiance, OH  43512  419-784-1515

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H.I. HERITAGE INN OF FINDLAY OPCO, L.L.C., Findlay, OH, 921 Interstate Dr.  Findlay, OH  45840 419-422-5252
Hubbell-Boeing Corporation, Gallipolis, OH, 444 Upper River Rd.  Gallipolis, OH  45631 740-446-8000
KRIBHA, LLC, Heath/Newark, OH, 1008 Hebron Road  Heath, OH  43056 740-788-8991
Haribol Haribol, Inc., Kent/Akron Area, OH, 4406 State Route 43  Kent, OH  44240 330-673-8555
Lancaster Hospitality, LLC, Lancaster, OH, 2041 Schorrway Drive  Lancaster, OH  43130 740-654-2999
Roschman Restaurant Administration, Inc., Lima, OH, 1933 Roschman Avenue  Lima, OH  45804 419-225-8300
H.I. HERITAGE INN OF ONTARIO OPCO, L.L.C., Mansfield/Ontario, OH, 1051 N. Lexington Springmill Road  Mansfield, OH  44906 419-747-5353
March Investors, Ltd., Marietta, OH, 508 Pike Street  Marietta, OH  45750 740-373-5353
Geeta Hospitality Incorporated, Marysville, OH, 16610 Square Drive  Marysville, OH  43040 937-642-3777
Downtown Massillon Hotel, Ltd.  an Ohio Limited Liability Massillon, OH, 44 First Street, S.W.  Massillon, OH  44647 330-834-1144
Kreesh Hospitality, LLC, Middletown, OH, 2880 Towne Boulevard  Middletown, OH  45044 513-422-6880
Slumber, Ltd., Newcomerstown, OH, 200 Morris Crossing  Newcomerstown, OH  43832 740-498-9800
North Olmsted Hotel Group LLC, North Olmsted Cleveland Airport, OH, 24601 Country Club Blvd.  North Olmsted, OH  44070 440-617-6306
Minesh, Mahendra, Ashok, Dipak and Ramesh Shah, Richfield, OH, 4860 Brecksville Road  Richfield, OH  44286 330-659-6662
North Coast Inn III, Inc., Sandusky/Central, OH, 6100 Milan Road  Sandusky, OH  44870 419-609-9000
Sidney Host LLC, Sidney, OH, 1600 Hampton Court  Sidney, OH  45365 937-498-8888
Crown Hotels Inc., Steubenville, OH, 820 University Boulevard  Steubenville, OH  43952 740-282-9800
Stow Hotel Associates, LLC, Stow, OH, 4331 Lakepointe Corporate Drive  Stow, OH  44224 330-945-4160
KRNSA Hospitality LLC, Tiffin, OH, 2492 South State Route 231  Tiffin, OH  44883 419-443-5300
Oregon Lodging, LLC, Toledo/Oregon, OH, 2931 Navarre Avenue  Oregon, OH  43616 419-724-3333
Bennett Enterprises, Inc., Toledo-South/Maumee, OH, 1409 Reynolds Road  Maumee, OH  43537-1625 419-893-1004
SPS, INC., Troy, OH, 45 Troy Town Drive  Troy, OH  45373 937-339-7801
Kautlyja Jeffersonville Hotel LLC, Washington Court House, OH, 11484 Allen Road NW  Jeffersonville, OH  43128 740-948-9499
Son-Rise Hotels IV, Inc., Wooster, OH, 4253 Burbank Road  Wooster, OH  44691 330-345-4424
H.I. HERITAGE INN OF YOUNGSTOWN OPCO, L.L.C., Youngstown/Boardman, OH, 7395 Tiffany South  Poland, OH  44514 330-758-5191
Gamete, Inc., Youngstown-North, OH, 4400 Belmont Avenue  Youngstown, OH  44505 330-759-9555
Meander Inn, Inc., Youngstown-West I-80, OH, 880 N. Canfield-Niles Road  Youngstown, OH  44515 330-544-0660
H.I. MANAGEMENT OF ZANESVILLE OPCO, L.L.C., Zanesville, OH, 1009 Spring Street  Zanesville, OH  43701 740-453-6511

OKLAHOMA
Bartlesville Lodging, L.L.C., Bartlesville, OK, 130 S.E. Washington Boulevard  Bartlesville, OK  74006 918-333-4051
AHIP OK Chickasha 3004 Enterprises, LLC, Chickasha, OK, 3004 South 4th Street  Chickasha, OK  73018 405-320-5955
SONTAG, Inc., Clinton, OK, 2000 Lexington  Clinton, OK  73601 580-323-4267
Ozark Hotel Associates 2, LLC, Duncan, OK, 2301 North Hwy 81  Duncan, OK  73533 580-255-1700
Miami Investments, LLC, Miami, OK, 115 Deacon Turner Road  Miami, OK  74354 918-541 1500
SONB Hospitalita L.L.C., Muskogee, OK, 3101 Military Boulevard  Muskogee, OK  74401 918-682-2587
Hare Krishna, Inc., Norman, OK, 309 Norman Center Court  Norman, OK  73072 405-366-2100
Trisden Hospitality, LLC, Oklahoma City Northeast, OK, 11820 N I-35 Service Rd  Oklahoma City, OK  73131 405-608-2744
Ghotra Investment Limited Liability Company, Oklahoma City/Edmond, OK, 300 Meline Drive  Edmond, OK  73034 405-844-3037

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EXHIBIT A

Sadguru, Inc., Oklahoma City/Yukon, OK, 1351 Canadian Court Yukon, OK 73099 405-350-6400
Govinda, LLC, Oklahoma City-I-40 E. (Tinker AFB), 1833 Center Drive Midwest City, OK 73110 405-732-5500
Hotel OKC Opco, L.L.C., Oklahoma City-Northwest, OK, 3022 Northwest Expressway Oklahoma City, OK 73112 405-947-0953
Midwest Heritage Inn of Shawnee Opco, L.L.C., Shawnee, OK, 4851 N. Kickapoo Shawnee, OK 74801 405-275-1540
Tulsa Motel Investment, LLC, Tulsa/Broken Arrow, OK, 2300 W. Albany Street Broken Arrow, OK 74012 918-251-6060
SRI SAI Ganesh LLC, Tulsa/Sand Springs, OK, 7852 West Parkway Boulevard Tulsa, OK 74127 918-245-8500

OREGON
Jean Valjean LLC, Eugene, OR, 3780 W. 11th Avenue Eugene, OR 97402 541-431-1225
ARC Hospitality SWN TRS, LLC, Medford, OR, 1122 Morrow Road Medford, OR 97504 541-779-0660
Florencein, Inc., Pendleton, OR, 101 SW Nye Avenue Pendleton, OR 97801 541-276 3500
Narendra & Jaya, L.L.C., Portland East, OR, 3039 NE 181st Ave. Portland, OR 97230 503-669-7000
The OM Clackamas LLC, Portland/Clackamas, OR, 9040 SE Adams Clackamas, OR 97015 503-655-7900
Pollin Hotels PDX, LLC, Portland-Airport, OR, 8633 NE Airport Way Portland, OR 97220 503-288-2423

PENNSYLVANIA
Freud Builders LLC, Allentown, PA, 7471 Keebler Way Allentown, PA 18106 610-391-1500
OzzVen, LLC, Altoona, PA, 180 Charlotte Drive Altoona, PA 16601 814-941-3500
Shrima, Inc., Bedford, PA, 4235 Business Route 220 Bedford, PA 15522 814-624-0101
ABELL DEVELOPMENT CO., Belle Vernon, PA, 1525 Broad Avenue Extension Belle Vernon, PA 15012 724-929-8100
Daniel J. Millett, Bloomsburg, PA, 255 Papermill Road Bloomsburg, PA 17815 570-380-1020
Butler Hotel Associates, LP, Butler, PA, 610 Butler Crossing Butler, PA 16001 724-431-2400
VIII-HII-7 Hampton Court Opco, L.L.C., Carlisle, PA, 1164 Harrisburg Pike Carlisle, PA 17013 717-240-0200
Shree Sai Siddhi Chambersburg, LLC, Chambersburg, PA, 955 Lesher Rd. Chambersburg, PA 17202 717-261-9185
Landmark Hospitality, Inc., Clarion, PA, 4 Hospital Drive Clarion, PA 16214 814-226-4444
Daniel J. Millett, Clarks Summit/Scranton, PA, 890 Northern Boulevard Clarks Summit, PA 18441 570-586-1515
Global Star Properties, Inc., Clearfield, PA, 1777 Industrial Park Road Clearfield, PA 16830 814-765-8300
VIII-HII-Valley School Road Opco, L.L.C., Danville, PA, 97 Old Valley School Road Danville, PA 17821 570-271-2500
Lionville Hotel Associates, L.P., Downingtown/Exton, PA, 4 North Pottstown Pike Exton, PA 19341 610-363-5555
BHAVI MOTEL, L.L.C., Doylestown, PA, 1570 Easton Rd. Warrington, PA 18976 215-343-8400
Shree Hospitality LLC, DuBois, PA, 1582 Bee Line Highway Du Bois, PA 15801 814-375-1000
AHOC, LLC, Easton, PA, 3723 Easton-Nazareth Highway Easton, PA 18045 610-250-6500
Widewaters Brittonfield II Erie Hotel Company, LLC, Erie-South, PA, 8050 Old Oliver Road Erie, PA 16509 814-866-6800
S.N.M. Enterprises, Inc., Gettysburg, PA, 1270 York Road Gettysburg, PA 17325 717-338-9121
Revest Properties, Greensburg, PA, 1000 Towne Square Drive Greensburg, PA 15601 724-838-8800
Hanover Partners, Ltd., Hanover, PA, 309 Wilson Ave. Hanover, PA 17331 717-633-1117
K-88, Inc., Harrisburg/Grantville/Hershey, PA, 255 Bow Creek Road Grantville, PA 17028 717-469-7689
U.D.H. Management Corp., Harrisburg-East (Hershey Area), PA, 4230 Union Deposit Rd. Harrisburg, PA 17111 717-545-9595
High Hotels, Ltd., Harrisburg-West, PA, 4950 Ritter Road Mechanicsburg, PA 17055 717-691-1300
HH H1 Hazelton, LLC, Hazleton, PA, 1 Top of the 80s Road Hazleton, PA 18202 570-454-3449
Pride Hotels, Inc., Indiana, PA, 1275 Indian Springs Road Indiana, PA 15701 724-349-7700
Revest Properties, Johnstown, PA, 129 Commerce Court Johnstown, PA 15904 814-262-7700
High Hotels, Ltd., Lancaster, PA, 545 Greenfield Rd. Lancaster, PA 17601 717-299-1200

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Lehighton Investment Group, LP, Lehighton - Jim Thorpe, PA, 877 Interchange Road  Lehighton, PA  18235  610-377-3400
Daniel J. Millett, Lewisburg, PA, 140 International Drive  Lewisburg, PA  17837  570-522-8500
Limerick Hotel Corp., Limerick-Philadelphia, PA, 430 W. Linfield Trappe Road  Limerick, PA  19468  610-495-6999
Hurv Hospitality, LLC, Manheim, PA, 2764 Lebanon Road  Manheim, PA  17545  717-665-6600
Westfall Hospitality, LLC, Matamoras/Milford, PA, 122 Westfall Town Drive  Matamoras, PA  18336  570-491-5280
Staralliance Hotels, Inc., Meadville, PA, 11446 North Dawn Drive  Meadville, PA  16335  814-807-1446
Moody National Lancaster-Frazer MT, LLC, Philadelphia/Great Valley/Malvern, PA, 635 Lancaster Ave.  Frazer, PA  19355  610-699-1300
Prussian Lodging Inc., Philadelphia/King of Prussia (Valley Forge, 530 W. Dekalb Pike (Rt. 202)  King of Prussia, PA  19406  610-962-8111
Plymouth Meeting Hotel Franchisee, LLC, Philadelphia/Plymouth Meeting, PA, 2055 Chemical Road  Plymouth Meeting, PA  19462  610-567-0900
Penn One TRS, LLC, Philadelphia-Convention Ctr, PA, 1301 Race Street Corner of 13th St. and Race St.  Philadelphia, PA  19107  215-665-9100
Grand Prix Fixed Lessee LLC, Philadelphia-Willow Grove, PA, 1500 Easton Road  Willow Grove, PA  19090  215-659-3535
Jay Dana, LLC, Pine Grove, PA, 481 Suedberg Road  Pine Grove, PA  17963  570-345-4505
Beaver Valley Lodging, LLC, Pittsburgh Area-Beaver Valley/Center Tow, 202 Fairview Drive  Monaca, PA  15061  724-774-5580
Apple Nine Hospitality Management, Inc., Pittsburgh University/Medical Center, PA, 3315 Hamlet St.  Pittsburgh, PA  15213  412-681-1000
AHIP PA Cranberry Enterprises LLC, Pittsburgh/Cranberry, PA, 210 Executive Drive  Cranberry Township, PA  16066  724-776-1000
AHIP PA Greentree Enterprises LLC, Pittsburgh/Greentree, PA, 555 Trumbull Dr.  Pittsburgh, PA  15205  412-922-0100
VHC Monroeville Associates, L.P., Pittsburgh/Monroeville, PA, 3000 Mosaic Blvd.  Monroeville, PA  15146  412-380-4000
Seaview Hospitality LLC, Pittsburgh/West Mifflin, PA, 1550 Lebanon Church Road  Pittsburgh, PA  15236  412-650-1000
AHIP PA Pitt Airport Enterprises LLC, Pittsburgh-Airport, PA, 8514 University Boulevard  Moon Township, PA  15108  412-264-0020
Bridgeville Hotel Associates, L.P., Pittsburgh-Bridgeville, PA, 150 Old Pond Road  Bridgeville, PA  15017  412-319-7706
McKnight Road Pittsburgh L.P., Pittsburgh-McKnight Rd., PA, 4575 McKnight Road  Pittsburgh, PA  15237  412-939-3200
Ramesh T. Joshi and Ketan R. Joshi, Quakertown, PA, 1915 John Fries Highway  Quakertown, PA  18951  215-536-7779
Shree Sai Siddhi Wyomissing, LLC, Reading/Wyomissing, PA, 1800 Papermill Rd.  Wyomissing, PA  19610  610-374-8100
Daniel J. Millett, John T. Millett & Brett A. Millett, Sayre, PA, 3080 North Elmira Street  Sayre, PA  18840  570-882-1166
ARC Hospitality Portfolio I HIL TRS, LLC, Scranton at Montage Mountain, PA, 22 Montage Mountain Rd.  Scranton, PA  18507  570-342-7002
VIII-HII-Stetler Avenue Opco, L.L.C., Selinsgrove/Shamokin Dam, PA, 3 Stetler Ave. US Route 11 and 15  Shamokin Dam, PA  17876  570-743-2223
Stonebridge Hospitality Partners, LP, Shrewsbury, PA, 1000 Far Hills Drive  New Freedom, PA  17349  717-235-9898
Whispering Hospitality LLC, Somerset, PA, 324 Laurel Crest Road  Somerset, PA  15501  814-445-9161
ARH Hospitality Portfolio I HIL TRS, LLC, State College, PA, 1101 East College Ave.  State College, PA  16801  814-231-1590
OM Hospitality, LLC, Stroudsburg/Poconos, PA, 114 South 8th Street  Stroudsburg, PA  18360  570-424-0400
Millett Tunkannock PA LLC, Tunkhannock, PA, 209 East Tioga Street  Tunkhannock, PA  18657  570-996-5866
DRLRD, Inc., Unisontown, PA, 698 West Main Street  Unisontown, PA  15401  724-430-1000
Washington, PA Hotel Limited Partnership, Washington, PA, 119 Mutztland Avenue  Washington, PA  15301  724-228-4100
Greene County Hotel Associates, L.P., Waynesburg, PA, 227 Greene Plaza  Waynesburg, PA  15370  724-802-1010
Williamsport Inn, LLC, Williamsport-Downtown, PA, 140 Via Bella  Williamsport, PA  17701  570-323-6190
High Hotels, Ltd., York, PA, 1550 Mt. Zion Rd.  York, PA  17402  717-840-1500

RHODE ISLAND
Coventry Lodging Associates, LLC, Coventry, RI, 850 Centre of New England Blvd.  Coventry, RI  02816  401-823-4041
Village Hotel Associates, LLC, South Kingstown/Newport Area, RI, 20 Hotel Drive  South Kingstown, RI  02879  401-788-3500
EXHIBIT A

SOUTH CAROLINA

RJAYR, LLC, Aiken, SC, 100 Tamil Dr. Aiken, SC 29803 803-648-2525
Ress Investment, LLC, Anderson/Alliance Business Park, SC, 411 Alliance Parkway Anderson, SC 29621 864-760-1000
Beaufort Lodging LLC, Beaufort, SC, 2342 Boundary Street Beaufort, SC 29902 843-986-0600
Daniel Island Ventures, LLC, Charleston/Daniel Island, SC, 160 Fairchild Street Charleston, SC 29492 843-216-6555
SAFHI, INC., Charleston/Charleston, SC, 345 Meeting St. Charleston, SC 29403 843-723-4000
ARC Hospitality Portfolio I HIL TRS, LLC, Charleston/Charleston, SC, 4701 Saul White Blvd. North Charleston, SC 29418 843-554-7154
John Street Associates, LLC, Charleston-Historic District, SC, 155 Meeting St. Charleston, SC 29403 843-723-4000
Palmetto Investment Group, Inc., Columbia I-20/Clemson Road, SC, 1021 Clemson Frontage Road Columbia, SC 29229 803-788-4901
Quality Oil Company, LLC, Columbia I-26/Harbison Blvd., SC, 101 Woodcross Drive Columbia, SC 29212 803-749-6999
LEI-BREI Columbia Operating Company, LLC, Columbia Northeast - Fort Jackson, SC, 1551 Barbara Drive Columbia, SC 29223 803-865-8000
ARC Hospitality Portfolio I HIL TRS, LLC, Columbia/I-26 Airport, SC, 1094 Chris Dr. West Columbia, SC 29169 803-791-8940
Easley Hotel Group, LLC, Easley, SC, 8 Southern Center Court Easley, SC 29640 864-343-3636
Imperial Investments-Gaffney, L.L.C., Gaffney, SC, 115 Nancy Creek Road Gaffney, SC 29341 864-206-0011
Georgetown Hotel Associates, L.L.C., Georgetown-Marina, SC, 420 Marina Drive Georgetown, SC 29440 843-545-5000
WAL Lodging, L.L.C., Greenville-I-385 - Woodruff Road, SC, 15 Park Woodruff Dr. Greenville, SC 29607 864-213-8200
Haywood Hotel Group, LLC, Greenville/I-385 Haywood Mall, SC, 255 Congaree Road Greenville, SC 29607 864-516-2400
Infinite Hotel Group, Inc., Greenville/Simpsonville, SC, 3934 Grandview Drive Simpsonville, SC 29680 864-963-9292
Travelers Rest Enterprises, Inc., Greenville/Travelers Rest, SC, 593 Roe Center Court Travelers Rest, SC 29690 864-834-5550
Heidi Enterprise Inc., Greenwood, SC, 1624 Bypass 72 NE Greenwood, SC 29649 864-388-9595
Hilton Head Island Hotel Partners, LLC, Hilton Head, SC, 1 Dillon Road Hilton Head Island, SC 29926 843-681-7900
Hotel Ventures of Manning, Inc., Manning, SC, 2822 Paxville Highway Manning, SC 29102 803-505-4800
Murrell's Inlet Ventures LLC, Murrells Inlet/Myrtle Beach Area, SC, 512 Courtfield Drive Murrells Inlet, SC 29576 843-651-6687
Cane Patch Associates of Myrtle Beach II, Myrtle Beach Broadway at the Beach, SC, 1140 Celebrity Circle Myrtle Beach, SC 29577 843-916-0600
Raleigh Krishna, Inc., Myrtle Beach-Northwood, SC, 620 75th Avenue North Myrtle Beach, SC 29572 843-497-0077
South Carolina Hotel, LLC, Myrtle Beach-West, SC, 4551 Highway 501 Myrtle Beach, SC 29579 843-236-0045
Paramount Hotels, LLC, Newberry-Opera House, SC, 1201 Nance Street Newberry, SC 29108 803-276-6666
FOUR PALS, INC., North Charleston, SC, 7424 Northside Drive North Charleston, SC 29420 843-820-2030
Spectrum Hospitality VII, LLC, North Myrtle Beach-Harbourside, SC, 2112 Little River Neck Road North Myrtle Beach, SC 29582 843-249-1997
Rock South, LLC, Rock Hill, SC, 2111 Tabor Drive Rock Hill, SC 29730 803-325-1100
H.I. of Santee, Inc., Santee - I-95, SC, 9060 Old #6 Highway Santee, SC 29142 803-854-2444
Imperial Investments Chesnee, LLC, Spartanburg-North 85, SC, 121 Traveller Drive Spartanburg, SC 29303 864-577-9080
Carol Wiggins, Summerville, SC, 121 Holiday Drive Summerville, SC 29483 843-871-8300
Swami Hotels, LLC, Sumter, SC, 1370 Broad Street Ext. Sumter, SC 29150 803-469-2222
RASS, INC., Walterboro, SC, 1835 Sniders Highway Walterboro, SC 29488 843-538-2300
Trishul Yemassee, LLC, Yemassee, SC, 139 Frampton Drive Yemassee, SC 29945 843-379-5226

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SOUTH DAKOTA
Deadwood Parking Lots, LLC, Deadwood at Tin Lizzie Gaming Resort, SD, 531 Main Street  Deadwood, SD  57732  605-578-1893
Thomsen Family L.L.C., Mitchell, SD, 1920 Highland Way Mitchell, SD  57301  605-995-1575
Shri Hari LLP, North Sioux City, SD, 101 S. Sodrac Dr. North Sioux City, SD  57049  605-232-9739
Chrisbro, L.L.C., Rapid City, SD, 1720 Rapp Street Rapid City, SD  57701  605-348-1911
Hari Har, Inc., Sioux Falls, SD, 2417 S. Carolyn Avenue Sioux Falls, SD  57106  605-362-1700
Ghazanfar Khan, Spearfish, SD, 240 North 27th Street Spearfish, SD  57783  605-642-3003

TENNESSEE
D&B Athens Hotels, Inc., Athens, TN, 1821 Holiday Drive Athens, TN  37303  423-745-2345
Bristol Hotel Associates, L.P., Bristol, TN, 3299 West State St. Bristol, TN  37620  423-764-3600
Ayers, L.P., Caryville-I-75/Cove Lake State Park, TN, 4459 Veteran’s Memorial Hwy Caryville, TN  37714  423-562-9888
Vision Tiftonia II, LLC, Chattanooga West/Lookout Mountain, TN, 74 Starview Lane Chattanooga, TN  37419  423-602-5350
ATTRAY ASSOCIATES, L.L.C., Chattanooga/Hixson, TN, 1920 Hamill Road Hixson, TN  37343  423-877-3100
ARC Hospitality Portfolio I HIL TRS, LLC, Chattanooga-Airport/I-75, TN, 7013 Shallowford Road Chattanooga, TN  37421  423-855-0095
FFP, LLC, Chattanooga-North/Ooltewah, TN, 6145 Weir Way Ooltewah, TN  37363  423-305-6800
Vision Cleveland II, LLC, Cleveland, TN, 4355 Frontage Road Cleveland, TN  37312  423-458-1222
Columbia Commons General Partnership, Columbia, TN, 1551 Halifax Drive Columbia, TN  38401  931-540-1222
Vasant G. (Vince) Hari, Cookeville, TN, 1025 Interstate Drive Cookeville, TN  38501  931-651-1500
RM Properties, Crossville, TN, 64 Hospitality Drive Crossville, TN  38555  931-707-7170
United Hospitality Corporation, Dandridge, TN, 126 Sharon Drive Dandridge, TN  37725  865-940-1200
SAIRAM, L.L.C., Dickson, TN, 1080 East Christi Drive Dickson, TN  37055  615-446-1088
Dyersburg Hospitality LLC, Dyersburg, TN, 2750 Mall Loop Road Dyersburg, TN  38024  731-285-4778
Hunt Hospitality Fayetteville TN, LLC, Fayetteville, TN, 110 Redstone Drive Fayetteville, TN  37334  931-433-3355
Ernst-Western Corporation, Gallatin, TN, 980 Village Green Crossing Gallatin, TN  37066  615-206-9595
LeConte Creek, G.P., Gatlinburg, TN, 967 Parkway Gatlinburg, TN  37738  865-436-4878
S & R of Greeneville I, LLC, Greeneville, TN, 3130 E. Andrew Johnson Highway Greeneville, TN  37745  423-638-3735
Vintage One, LLC, Johnson City, TN, 508 N. State of Franklin Rd. Johnson City, TN  37604  423-929-8000
Kamala Hospitality Group, LLC, Kimball, TN, 100 Hampton Drive South Pittsburg, TN  37380  423-228-4270
Clinton Hotel Partners, LLC, Knoxville/Clinton I-75, TN, 105 Hillvale Road Clinton, TN  37716  865-691-8070
ARC Hospitality Portfolio II HIL TRS, LLC, Knoxville-Airport, TN, 148 International Ave. Alcoa, TN  37701  865-983-1101
Strawplains Hotel Partners, LLC, Knoxville-East, TN, 7445 Sawyer Lane Knoxville, TN  37924  865-525-3511
Bryn-Mawr Estates Partnership LLC, Knoxville-West at Cedar Bluff, TN, 9128 Executive Park Dr. Knoxville, TN  37923  865-693-1101
Lenoir City Hotel Partners, LLC, Lenoir City, TN, 585 Fort Loudon Medical Center Dr. Lenoir City, TN  37772  865-988-2000
Room Masters, LLC, Martin, TN, 5575 Skyhawk Parkway Martin, TN  38237  731-587-5800
SGR, LLC, Memphis/Collierville, TN, 1280 West Poplar Avenue Collierville, TN  38017  901-854-9400
ARC Hospitality Portfolio I HIL TRS, LLC, Memphis-Poplar, TN, 5320 Poplar Ave. Memphis, TN  38119  901-683-8500
DBG Lodging LLC, Memphis-Southwind, TN, 3579 Hacks Cross Road Memphis, TN  38125  901-754-8454
W2005 New Century Hotel Portfolio, L.P., Memphis-Walnut Grove/Baptist East, TN, 33 Humphreys Center Dr. Memphis, TN  38120  901-747-3700
Hunt Hospitality Milan.TN LLC, Milan, TN, 585 Fort Loudon Medical Center Dr. Lenoir City, TN  37772  865-988-2000
Room Masters, LLC, Martin, TN, 5575 Skyhawk Parkway Martin, TN  38237  731-587-5800
SGR, LLC, Memphis/Collierville, TN, 1280 West Poplar Avenue Collierville, TN  38017  901-854-9400
ARC Hospitality Portfolio I HIL TRS, LLC, Memphis-Poplar, TN, 5320 Poplar Ave. Memphis, TN  38119  901-683-8500
DBG Lodging LLC, Memphis-Southwind, TN, 3579 Hacks Cross Road Memphis, TN  38125  901-754-8454
W2005 New Century Hotel Portfolio, L.P., Memphis-Walnut Grove/Baptist East, TN, 33 Humphreys Center Dr. Memphis, TN  38120  901-747-3700
Hunt Hospitality Milan.TN LLC, Milan, TN, 585 Fort Loudon Medical Center Dr. Lenoir City, TN  37772  865-988-2000
Premier Hospitality Corporation, Morrisstown I-81, TN, 5368 Winners Circle Road Morrisstown, TN  37813  423-839-1920
Shivani, LLC of Morristown, Morristown, TN, 3750 W. Andrew Johnson Highway Morristown, TN  37814  423-587-0952

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OMSHIV LLC, Nashville/Bellevue-I-40, TN, 7815 Coley Davis Road  Nashville, TN  37221  615-662-3133
Northumberland Hotel Partners, LLC, Nashville/Brentwood-I-65S, TN, 5630 Franklin Pike Circle  Brentwood, TN  37027  615-373-2212
Manglam Hotels, LLC, Nashville/Goodlettsville, TN, 202 Northgate Circle  Goodlettsville, TN  37072  615-851-2828
1919 West End, LLC, Nashville/Vanderbilt, TN, 1919 West End Avenue  Nashville, TN  37203  615-329-1144
Milap Hotels, LLC, Nashville-I-24 Hickory Hollow, TN, 210 Crossings Place  Antioch, TN  37013  615-731-9911
Shailesh V. Patel, Ramtirth S. Patel, Manisha S. Patel, Asee, Oak Ridge, TN, 208 S. Illinois Avenue  Oak Ridge, TN  37830  865-482-7889
ARC Hospitality Portfolio I HIL TRS, LLC, Pickwick Dam-At Shiloh Falls, TN, 90 Old South Rd.  Counce, TN  38326  731-689-3031
Turkey Run Hotel Partners, LLC, Pigeon Forge, TN, 2497 Teaster Lane  Pigeon Forge, TN  37863  865-365-1588
Hunt Services, Inc., Pulaski, TN, 180 Bre Avenue  Pulaski, TN  38478  931-347-9900
Spring Hill Development, LLC, Spring Hill, TN, 2052 Crossings Blvd  Spring Hill, TN  37174  931-451-2111
Ernst-Western Corporation, Springfield, TN, 620 22nd Avenue East  Springfield, TN  37172  615-384-1166
Tullahoma Hospitality, LLC, Tullahoma, TN, 1922 North Jackson St.  Tullahoma, TN  37388  931-461-5222
Sai Shiv LLC, White House, TN, 404 Hester Drive  White House, TN  37188  615-672-3993

TEXAS
Heritage Inn Number XVII. Opco, L.L.C., Abilene, TX, 3917 Ridgemont Drive  Abilene, TX  79606  325-695-0044
Hillsboro Hospitality LLC, Alice, TX, 3135 East Main Street  Alice, TX  78332  361-64-1111
ANG Alpine Hospitality LLC, Alpine, TX, 2607 West Highway 90  Alpine, TX  79830  432-837-7344
Moody National Austin-GOVR MT, LLC, Austin/Airport Area South, TX, 4141 Governors Row  Austin, TX  78744  512-442-4040
Apple Nine Services Austin Arboretum, Inc., Austin/Arboretum Northwest, TX, 3908 West Braker Lane  Austin, TX  78759  512-349-9898
R & H Hospitality, Inc., Austin/Oak Hill, TX, 6401 US Hwy 290 West  Austin, TX  78735  512-891-7474
Apple Nine Services Round Rock, Inc., Austin/Round Rock, TX, 110 Dell Way  Round Rock, TX  78664  512-248-9100
ARC Hospitality Portfolio II NTC HIL TRS, LP, Austin-North@IH-35 Hwy 183, TX, 7819 I-35 North  Austin, TX  78752  512-452-3300
Beaumont Hotel 3795 LLC, Beaumont, TX, 3795 I-H10 South  Beaumont, TX  77705  409-840-9922
SCD HBV, LLC, Beeville, TX, 301 South Hall Street  Beeville, TX  78102  361-362-2100
Brownwood Hospitality Group, Inc., Brownwood, TX, 1103 Riverside Drive  Brownwood, TX  76801  325-641-1122
Rizo Hotels LLC, Carrizo Springs, TX, 2651 North US Highway 83  Carrizo Springs, TX  78834  830-876-9160
ARC Hospitality Portfolio II NTC HIL TRS, LP, College Station, TX, 320 Texas Ave., S.  College Station, TX  77840  979-846-0184
Portland Properties, Inc., Corpus Christi/Portland, TX, 1705 Highway 181 North  Portland, TX  78334  361-777-1500
Palak Investments, Inc., Corpus Christi-Northwest/I-37, TX, 11233 Interstate Highway 37  Corpus Christi, TX  78410  361-241-9300
COMM 2014-LC17 TEXAS HOTEL PROPERTIES, LLC, Cotulla, TX, 659 North Baylor Avenue  Cotulla, TX  78014  830-879-5123
ARC Hospitality Portfolio I NTC HIL TRS, LP, Dallas/Addison, TX, 4505 Beltway Drive  Addison, TX  75001  972-991-2800
RT-Las Colinas Associates, L.P., Dallas/Irving-Las Colinas, TX, 820 West Walnut Hill Lane  Irving, TX  75038  972-753-1232
Black Canyon Hospitality, Inc., Dallas-North/I-35E at Walnut Hill, TX, 11069 Composite Drive  Dallas, TX  75229  972-484-6557
Rockwall RMKP, LP, Dallas-Rockwall, TX, 1549 Laguna Drive  Rockwall, TX  75087  469-698-9494
Eagle Pass Hospitality of Texas Ltd., Eagle Pass, TX, 3301 E. Main Street  Eagle Pass, TX  78852  830-757-5565
Fort Stockton Hospitality, Inc., Fort Stockton, TX, 2271 West Interstate 10  Fort Stockton, TX  79735  432-336-9600
Heritage Inn Number XXX. Opco, L.L.C., Fort Worth Southworth Cityview, TX, 4799 SW Loop 820  Fort Worth, TX  76132  817-346-7845
ABN Hospitality LLC, Hillsboro, TX, 102 Dynasty Drive  Hillsboro, TX  76645  254-582-9100
ALH Properties No. Twenty One, L.P., Houston Downtown, TX, 710 Crawford Street  Houston, TX  77002  713-224-0011
Centerpointe Partners @ Texas, LLC, Houston I-10 East, TX, 10505 East Freeway  Houston, TX  77029  713-997-8181
Moody National Katy EC-Houston MT, LLC, Houston I-10W Energy Corridor, TX, 11333 Katy Freeway  Houston, TX  77079  713-935-0022

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EXHIBIT A

Seabrook Hospitality, LP, Houston NASA (Johnson Space Center), TX, 3000 Nasa Road One  Seabrook, TX 77586  281-532-9200
VMV, L.L.C., Houston/Baytown, TX, 7211 Garth Rd.  Baytown, TX 77521  281-421-1234
S & S Union Inc., Houston/Deer Park-Ship Channel Area, TX, 1450 Center Street  Deer Park, TX 77536  281-930-9091
Humble Capital Group, L.L.C., Houston/Humble, TX, 20515 Highway 59 North  Humble, TX 77338  281-446-4800
Omkar Enterprises Pearland, LP, Houston/Pearland, TX, 6515 Broadway Street  Pearland, TX 77581  832-736-9977
Heritage Inn Number XXXVIII. Opco, L.L.C., Houston/Stafford, TX, 4714 Technioplex Dr.  Stafford, TX 77477  281-565-0559
Highway 290 Hotel Partnership, Ltd., Houston-Brookhollow, TX, 12909 Northwest Freeway  Houston, TX 77040  713-939-7100
W2005 New Century Hotel Portfolio, L.P., Houston-Hobby Airport, TX, 8620 Airport Blvd.  Houston, TX 77061  713-641-6400
Jacobson Hotels, Inc., Houston-I-45 North, TX, 18484 I-45 South  The Woodlands, TX 77384  936-273-3400
RLJ III - HA Houston Galleria Lessee, L.L.C., Houston/Near the Galleria, TX, 4500 Post Oak Pkwy.  Houston, TX 77070  281-955-2400
Esmeralda Hospitality Limited, Houston-Northwest, TX, 20035 Northwest Freeway  Houston, TX 77065  936-273-3400
Heritage Inn of Willowbrook Opco, L.L.C., Houston-Willowbrook Mall, TX, 7635 West FM 1960  Houston, TX 77070  281-955-2400
Krishna Kenedy LLC, Kenedy, TX, 4091 South US Hwy 181  Kenedy, TX 78119  830-583-9277
TECHNO-LODGING, L.P., Kerrville, TX, 2038 Sidney Baker Street  Kerrville, TX 78028  830-257-0600
Windsor Hotel Group, LLC, Kilgore, TX, 3109 Highway 259 North  Kilgore, TX 75662  903-983-3300
KRNS, L.C., Killeen, TX, 2702 O.W. Curry Drive  Killeen, TX 76542  254-554-7110
R&R Hospitality of TX, Inc., Kingsville, TX, 2489 South U.S. Hwy 77  Kingsville, TX 78363  361-592-9800
SunBridge Hospitality, Inc., La Grange, TX, 1624 W State Hwy 71  La Grange, TX 78945  979-968-4900
W2005 New Century Hotel Portfolio, L.P., Laredo, TX, 7903 San Dario  Laredo, TX 78045  956-717-8888
Lindale Lodging, L.P., Lindale/Tyler Area, TX, 3505 South Main  Lindale, TX 75771  903-882-1002
Elegant Hospitality Company, LLC, Livingston, TX, 1510 US Highway 59 South Loop  Livingston, TX 77351  936-327-2300
Heritage Inn Number XXI. Opco, L.L.C., Lubbock, TX, 4003 South Loop 289  Lubbock, TX 79423  806-795-1080
Heritage Hotels Marble Falls, LLC (f/k/a Heritage, Marble Falls-On The Lake), TX, 704 First Street  Marble Falls, TX 78654  830-798-1895
Happy Lodging, Inc., Marshall, TX, 5100 South East End Boulevard  Marshall, TX 75672  903-927-0079
Midland Platinum, LLC, Midland, TX, 5011 West Loop 250 North  Midland, TX 79707  432-520-9600
ODHI Development, L.P., Odessa, TX, 3923 John Ben Sheppard Pkwy  Odessa, TX 79762  432-363-2900
Summer Hill Management, LLC, Orange, TX, 2080 Interstate 10 West  Orange, TX 77632  409-883-2500
PMP Duncan, LLC, Pampa, TX, 2820 North Perryton Parkway  Pampa, TX 79065  806-669-1555
Paris Hospitality, Inc., Paris, TX, 3563 NE Loop 286  Paris, TX 75460  903-784-6536
H&S Alang, LLC, Pearsall, TX, 604 S. Lindsey Lane  Pearsall, TX 78061  830-505-7243
ANG Pecos Hospitality LLC, Pecos, TX, 215 South Frontage Road I-20 West Exit 39  Pecos, TX 79772  432-447-0174
Collin Hospitality, L.P., Plano/North Dallas, TX, 4901 Old Shepard Place  Plano, TX 75093  972-519-1000
COMM 2014-LC17 TEXAS HOTEL PROPERTIES, LLC, Pleasanton, TX, 2057 West Oaklawn Road  Pleasanton, TX 78064  830-569-3001
Heritage Inn Number XXIV. Opco, L.L.C., San Angelo, TX, 2959 Loop 306  San Angelo, TX 76904  325-942-9622
MHF San Antonio Operating Iv LLC, San Antonio-Downtown (River Walk Area), 414 Bowie Street  San Antonio, TX 78205  210-225-8500
Silverwest-I Northwoods (H) LLC, San Antonio-Northwoods, TX, 2127 Gold Canyon Drive  San Antonio, TX 78232  210-404-1144
Spar Enterprises LP, Seguin, TX, 1130 Larkin Ave  Seguin, TX 78155  830-379-4400
Temexa Hospitality, Inc., Sherman, TX, 2904 Michelle Drive  Sherman, TX 75090  903-893-9333
Snyder Lodging Group, LLC, Snyder, TX, 1801 East Roby Highway  Snyder, TX 79549  325-515-7555
Cox Hospitality Group, LLC, Sulphur Springs, TX, 1202 Mockingbird Lane  Sulphur Springs, TX 75482  903-439-4646
TXHP Sweetwater Opco, L.L.C., Sweetwater, TX, 302 SE Georgia Avenue  Sweetwater, TX 79556  325-235-3337
Temple Sixty Forty, LLC, Temple, TX, 3816 South General Bruce Drive  Temple, TX 76502  254-770-5400
UAL PLAZA LLC, Uvalde, TX, 2714 E. Main Street (Highway 90)  Uvalde, TX 78801  830-278-1300

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Van Horn Lodging LLC, Van Horn, TX, 1921 SW Frontage Road   Van Horn, TX  79855  432-283-0088
Joseph D. Rogers and Joan P. Rogers, Vernon, TX, 4131 Western Trail Drive   Vernon, TX  76384  940-550-2100
Goose Development Corp., Victoria, TX, 7006 North Navarro   Victoria, TX  77904  361-573-9911
Ambrosia Hospitality LLC, Waco, TX, 4259 North I-35   Waco, TX  76705  254-412-1999
NPAK, Inc., Weatherford, TX, 2524 S. Main Street   Weatherford, TX  76087  817-599-4800
Heritage Inn Number LXX. Opco, L.L.C., Wichita Falls-Sikes Senter Mall, TX, 4217 Kemp Blvd.   Wichita Falls, TX  76308  940-692-1999

UTAH
Academy Lodging, LLC, Brigham City, UT, 40 N. Main Street   Brigham City, UT  84302  435-538-7080
SP Management HIE/H (Cedar), LLC, Cedar City, UT, 1145 S. Bentley Boulevard   Cedar City, UT  84720  435-586-5000
Kanab Utah Hotels, LLC, Kanab, UT, 98 S 100 E   Kanab, UT  84741  435-644-8282
MSO, LLC, Lehi-Thanksgiving Point, UT, 3576 North Maple Loop   Lehi, UT  84043  801-766-1186
Weston Logan, Inc., Logan, UT, 1665 North Main Street   Logan, UT  84341  435-713-4567
James P. Koehler, Moab, UT, 488 North Main Street   Moab, UT  84532  435-259-3030
Summit Hotel TRS 023, LLC, Provo, UT, 1511 South 40 East   Provo, UT  84601  801-377-6396
Mark W. Greenwood and Carla C. Greenwood, Joint Te, Richfield, UT, 1100 West 1350 South   Richfield, UT  84701  435-896-6666
Kent O. Clausen, Mary H. Clausen, Cal A. Clause, Salt Lake City/Layton, UT, 1700 N. Woodland Park Drive   Layton, UT  84041  801-775-8800
West Wasatch Hotels, LC, Salt Lake City/Murray, UT, 606 West 4500 South   Salt Lake City, UT  84123  801-293-1300
Bien Venue, Inc., Salt Lake City/Sandy, UT, 10690 S. Holiday Park Dr.   Sandy, UT  84070  801-571-0800
Dee’s Inc., Salt Lake City-Central, UT, 2055 South Redwood Road   Salt Lake City, UT  84104  801-886-0703
The Inn Group, L.L.C., Salt Lake City-Downtown, UT, 425 South 300 West   Salt Lake City, UT  84101  801-741-1110
Cottontree Hospitality Group, an Idaho limited par, Salt Lake City-North, UT, 2393 South 800 West   Woods Cross, UT  84087  801-296-1211
Dixie Paradise Management, Inc., St. George, UT, 53 North River Road   St George, UT  84790  435-652-1200
Great American Motor Inn, Inc., Tooele, UT, 1461 South Main Street   Tooele, UT  84074  435-843-7700
Northern Lodging, LLC, Tremonton, UT, 2145 West Main Street   Tremonton, UT  84337  435-257-6000

VERMONT
Cousins Bennington Hotel, LLC, Bennington, VT, 51 Hannaford Square   Bennington, VT  05201  802-440-9862
1378 Putney LLC and All Narayan Brattleboro LLC, Brattleboro, VT, 1378 Putney Road   Brattleboro, VT  05301  802-254-5700
Burlington Hotel OpCo LLC, Burlington, VT, 42 Lower Mountain View Drive   Colchester, VT  05446  802-655-6177
Butson Rutland, LLC, Rutland, VT, 47 Farrell Road   Rutland, VT  05701  802-773-9066
Butson White River Junction II, LLC, White River Junction, VT, 104 Ballardvale Drive   White River Junction, VT  05001-3830  802-296-2800

VIRGINIA
Atlantic Host, LLC, Abingdon, VA, 340 Commerce Drive   Abingdon, VA  24211  276-619-4600
4800 Hotel Properties, LLC, Alexandria Pentagon S, VA, 4800 Leesburg Pike   Alexandria, VA  22302  703-671-4800
MJS Corporation, Alexandria-Old Town/King St., VA, 1616 King Street   Alexandria, VA  22314  703-299-9900
I & B Services, Inc., Charlottesville, VA, 2035 India Rd   Charlottesville, VA  22290  434-978-7888
Chester I, LLC, Chester, VA, 12610 Chestnut Hill Road   Chester, VA  23836  804-768-8888
Quality Oil Company, LLC, Christiansburg/Blacksburg, VA, 380 Arbor Drive   Christiansburg, VA  24073  540-381-5874
SRK Investments, Inc., Dahlgren, VA, 16450 Commerce Drive   King George, VA  22485  540-625-2333
Riverside Motel Corp., Danville, VA, 2130 Riverside Drive   Danville, VA  24540  434-793-1111
Jayam, Inc., Dublin, VA, 4420 Cleburne Boulevard   Dublin, VA  24540  540-674-5700

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Cascades Hospitality Corporation, Dulles/Cascades, VA, 46331 McClellan Way Sterling, VA 20165 703-450-9595
Smital Corporation, Dumfries/Quantoic, VA, 16959 Old Stage Road Dumfries, VA 22025 703-441-9900
AHIP VA Emporia Enterprises LLC, Emporia, VA, 898 Wiggins Road Emporia, VA 23847 434-634-9200
Fair Lee Associates Limited Partnership, Fairfax City, VA, 10860 Fairfax Boulevard Fairfax, VA 22030 703-385-2600
Sunchase Inn, LLC, Farmville, VA, 300 Sunchase Boulevard Farmville, VA 23901 434-392-8826
Aikens Corporation, Front Royal, VA, 9800 Winchester Road Front Royal, VA 22630 540-635-1882
Hariaum Corporation, Ft. Chiswell/Max Meadows, VA, 199 Ft. Chiswell Road Max Meadows, VA 24360 276-637-4027
Vishram, LLC, Gainesville/Haymarket, VA, 7300 Atlas Walk Way Gainesville, VA 20155 703-753-1500
Raga Corporation, Galax, VA, 205 Cranberry Road Galax, VA 24333 276-238-4605
Ebbitt Corporation, Gloucester, VA, 6638 Forest Hill Avenue Gloucester, VA 23061 804-693-9393
Paradise II, LLC, Hampton/Newport News, VA, 3101 Coliseum Drive Hampton, VA 23666 757-838-1400
AHIP VA Harrisonburg Enterprises LLC, Harrisonburg, VA, 85 University Boulevard Harrisonburg, VA 22801 540-432-1111
AHIP VA Harrisonburg II Enterprises LLC, Harrisonburg-South, VA, 43 Covenant Drive Harrisonburg, VA 22801 540-437-0090
Milo C. Cockerham, Inc., Hillsville, VA, 90 Farmers Market Road Hillsville, VA 24343 726-728-2345
HI of Lexington, LLC, Lexington-Historic Area, VA, 401 E. Nelson Street Lexington, VA 24450 540-463-2223
Sudley Inn Partnership, Manassas, VA, 7295 Williamson Blvd. Manassas, VA 20109 703-369-1100
Daly GC, Inc., Martinsville, VA, 50 Hampton Drive Martinsville, VA 24112 276-647-4700
701 Woodlake Drive, LLC, Norfolk/Chesapeake(Greenbrier Area), VA, 701 Woodlake Dr. Chesapeake, VA 23320 757-420-1550
VA Greenwich Road LLC, Norfolk/Virginia Beach, VA, 5793 Greenwich Rd. Virginia Beach, VA 23462 757-490-9800
ARC Hospitality Portfolio I HIL TRS, LLC, Norfolk-Norfolk Naval Base, VA, 8501 Hampton Boulevard Norfolk, VA 23505-1009 757-489-1000
Horizon Partners II, LLC, Petersburg/Ft. Lee, VA, 11909 South Crater Road Petersburg, VA 23805 804-732-1400
Shamin - HAM, Inc., Petersburg/Hopewell, VA, 5103 Plaza Drive Hopewell, VA 23860 804-452-1000
Roslyn Hotel, LLC, Petersburg/Southpark Mall, VA, 403 East Roslyn Road Colonial Heights, VA 23834 804-520-7333
RFI Woodbridge Lessee LLC, Potomac Mills/Woodbridge, VA, 1240 Annapolis Way Woodbridge, VA 22191 703-490-2300
Audubon IV, LLC, Richmond/Airport, VA, 421 International Center Drive Sandston, VA 23115 804-226-1888
Hambell LLC, Richmond/South, VA, 4300 Commerce Road Richmond, VA 23234 804-743-3550
Shamin-Mechanicsville Hospitality, L.C., Richmond-Mechanicsville, VA, 7433 Bell Creek Road Mechanicsville, VA 23111-3452 804-559-0559
Hospitality Midlothian, L.C., Richmond-Midlothian Turnpike, VA, 800 Research Road Richmond, VA 23236 804-897-2800
Shanti Investments, Inc., Richmond-North/Ashland, VA, 705 England Street Ashland, VA 23005 804-752-8444
HOSPITALITY TWO, L.C., Richmond-Southwest (Hull Street), VA, 3620 Price Club Boulevard Midlothian, VA 23112 804-675-0000
Cedar Inns, L.C., Richmond-West, VA, Innsbrook-10800 W. Broad St. Glen Allen, VA 23060 804-747-7777
PD Lodging Associates, LLC, Roanoke/Hollins - I-81, VA, 7922 Plantation Rd. Roanoke, VA 24019 540-563-5656
Virginia Eastern Company, L.L.C., Salem East-Electric Road, VA, 1886 Electric Road Salem, VA 24153 540-776-6500
Supreme Hospitality, L.L.C., Salem, VA, 450 Litchell Road Salem, VA 24153 540-389-2424
M & T Ventures, L.L.C., South Hill, VA, I-85 & U.S. 58 200 Thompson St. South Hill, VA 23870 434-447-4600
Paras Corporation, Stafford/Quantoic & Conference Center, V, 2925 Jefferson Davis Hwy. Stafford, VA 22554 540-657-0999
HI of Staunton, L.L.C., Staunton, VA, 40 Payne Lane Staunton, VA 24401 540-886-7000
MST Hospitality, LLC, Stony Creek/Petersburg Area, VA, 10476 Blue Star Highway Stony Creek, VA 23882 434-246-5500
Centerbrooke Hospitality LLC, Suffolk, VA, 1017 Centerbrooke Lane Suffolk, VA 23434 757-935-5880
11th Street, L.C., Virginia Beach/Oceanfront South, VA, 1011 Atlantic Avenue Virginia Beach, VA 23451 757-965-2300
Ocean Ranch Motel Corporation, Virginia Beach-Oceanfront North, VA, 3107 Atlantic Avenue Virginia Beach, VA 23451 757-428-7233
Highlands of Warrenton, L.L.C., Warrenton, VA, 501 Blackwell Road Warrenton, VA 20186 540-349-4200

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EXHIBIT A

Hi of Waynesboro, LLC, Waynesboro/Stuarts Draft, VA, 15 Four Square Lane Fishersville, VA 22939 540-213-9500
Aikens & Allen L.P., L.L.P., Winchester-North, VA, 1204 Berryville Avenue Winchester, VA 22601 540-678-4000
JEM Hospitality Group, LLC, Winchester-University/Mall Area, VA, 640 East Jubal Early Drive Winchester, VA 22601 540-667-8011
United Investors Virginia, L.C., Wytheville, VA, 950 Pepper’s Ferry Road Wytheville, VA 24382 276-228-6090

WASHINGTON
Scion Hotel Management LLC, Bellingham-Airport, WA, 3985 Bennett Drive Bellingham, WA 98225 360-676-7700
Tri States Development - Ellensburg, LLC, Ellensburg, WA, 2705 Triple L Loop Ellensburg, WA 98926 509-933-1600
Show Me Kennewick, LLC, Kennewick at Southridge, WA, 3715 Plaza Way Kennewick, WA 99338 509-820-3023
Oakwood Inns, L.L.C., Richland/Tri-Cities, WA, 486 Bradley Boulevard Richland, WA 99352 509-943-4400
Everett Hospitality Company, LLC, Seattle/Everett Downtown, WA, 2931 West Marine View Drive Everett, WA 98201 425-349-4466
Tukwila Hotel, LLC, Seattle/Southcenter, WA, 7200 South 156th Street Tukwila, WA 98188 425-228-5800
Vandervert North, L.L.C., Spokane, WA, 2010 S. Assembly Road Spokane, WA 99224 509-747-1100

WEST VIRGINIA
ARC Hospitality Portfolio I HIL TRS, LLC, Beckley, WV, 110 Harper Park Drive Beckley, WV 25801 304-252-2121
Bridgeport Hotel Limited Partnership, Bridgeport/Clarksburg, WV, 1515 Johnson Ave. Bridgeport, WV 26330 304-842-9300
Mayfair Hotels, Inc., Buckhannon, WV, 1 Commerce Boulevard Buckhannon, WV 26201 304-473-0900
Charleston, WV Hotel Limited Partnership, Charleston-Downtown, WV, 1 Virginia Street West Charleston, WV 25302 304-343-9300
Hospitality Ventures Limited Liability Company, Charleston-Southridge, WV, 1 Preferred Place Charleston, WV 25309 304-746-4646
Mountain West Hospitality, LLC, Elkins, WV, 480 Plantation Drive Elkins, WV 26241 304-630-7500
PVH Development Co., L.P., Fairmont, WV, 2121 Pleasant Valley Road Fairmont, WV 26554 304-363-4999
Cabell Hotel Company, LLC, Huntington University Area, WV, 177 Kinetic Drive Huntington, WV 25701 304-523-8001
Gateway Hospitality Barboursville, LLC, Huntington/Barboursville, WV, 1 Cracker Barrel Drive Barboursville, WV 25504 304-733-5300
Brier Properties, L.L.C., Lewisburg, WV, 30 Coleman Drive Lewisburg, WV 24901 304-645-7300
Aikens Corporation, Martinsburg South-Inwood, WV, 4758 Gerrardstown Road Inwood, WV 25428 304-229-6677
Winchester Hospitality, LLC, Martinsburg, WV, 975 Foxcroft Avenue Martinsburg, WV 25401 304-267-2900
ARC Hospitality Portfolio I HIL TRS, LLC, Morgantown, WV, 1053 Van Voorhis Road Morgantown, WV 26505 304-599-1200
Gateway Hospitality MWH, LLC, Parkersburg-Minerl Wells, WV, 64 Elizabeth Pike Mineral Wells, WV 26150 304-489-2900
SWV Hotel Limited Partnership, Princeton, WV, 277 Meadowfield Lane Princeton, WV 24740 304-431-2580
Brier Properties, L.L.C., Summersville, WV, 5400 Webster Road Summersville, WV 26651 304-872-7100
Motel Property Development Corporation, Wheeling, WV, 795 National Road Wheeling, WV 26003 304-233-0440
Gateway Hospitality Hurricane, LLC, Winfield/Teays Valley, WV, 511 State Route 34 Hurricane, WV 25526 304-760-7292

WISCONSIN
Midwest Lodging Investors X, LLC, Appleton-Fox River Mall Area, WI, 350 Fox River Drive Appleton, WI 54913 920-954-9211
Fund 0123 L.L.C., Beloit, WI, 2700 Cranston Road Beloit, WI 53511 608-362-6000
Burlington Hotel Group, LLC, Burlington, WI, 400 N. Dodge Street Burlington, WI 53105 262-767-1900
OBOS ECH, LLC, Eau Claire, WI, 2622 Craig Road Eau Claire, WI 54701 715-833-0003
Elkhorn Hotel LLC, Elkhorn Lake Geneva Area, WI, 40 West Hidden Trail Elkhorn, WI 53121 262-743-2360
A2N2 LLC, Fond du Lac, WI, 77 N. Pioneer Road Fond du Lac, WI 54935 920-933-6767

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Fox River Hospitality, LLC, Green Bay Downtown, WI, 201 Main Street   Green Bay, WI  54301  920-437-5900
OAB GreenBay Hotel, LLC, Green Bay, WI, 2840 Ramada Way   Green Bay, WI  54304-5786  920-498-9200
Grand Valley Hospitality, LLC, Janesville, WI, 2400 Fulton Street   Janesville, WI  53546  608-754-4900
OAB Onalaska Hotel, LLC, La Crosse/Onalaska, WI, 308 Hampton Court   Onalaska, WI  54650  608-779-5000
Madison East Lodging Investors, LLC, Madison-East Towne Mall Area, WI, 4820 Hayes Rd.   Madison, WI  53704  608-244-9400
Midwest Lodging Investors IV, LLC, Milwaukee/Brookfield, WI, 575 North Barker Road   Brookfield, WI  53045  262-796-1500
MKE Hospitality LLC, Milwaukee-Airport, WI, 1200 West College Avenue   Milwaukee, WI  53221  414-762-4240
Lovers Lane Road LLC, Milwaukee-Northwest, WI, 5601 N. Lover's Lane Rd.   Milwaukee, WI  53225-2201  414-466-8881
Village Park Hospitality, L.L.C., Plover/Stevens Point, WI, 3090 Village Park Drive   Plover, WI  54467  715-295-9900
R & M Stump Investments, LLC, Tomah, WI, 219 Buan Street   Tomah, WI  54660  608-374-3800
First Lodging Partners IV Limited Partnership, Wausau, WI, 615 S. 24th Avenue   Wausau, WI  54401  715-848-9700

WYOMING
PJP Enterprises, Inc., Cheyenne, WY, 1781 Fleischli Parkway   Cheyenne, WY  82001  307-632-2747
SiVM Motel, Inc., Evanston, WY, 101 Wasatch Road   Evanston, WY  82930  307-789-5678
Ghazanfar Khan, Mohammed Khan & Zulfigar Khan, Gillette, WY, 211 Decker Court   Gillette, WY  82716  307-686-2000
Jackson Hotel, LLC, Jackson Hole, WY, 350 S. Hwy. B9   Jackson, WY  83002  307-733-0033
The Bed Company of Wyoming, Inc., Laramie, WY, 3715 East Grand Avenue   Laramie, WY  82070  307-742-0125
Estes Hospitality, LLC, Rawlins, WY, 406 Airport Road   Rawlins, WY  82301  307-324-2320
Timberline Hospitality, Rock Springs, WY, 1901 Dewar Drive   Rock Springs, WY  82901  307-382-9222
Prime Lodging, Inc., Sheridan, WY, 980 Sibley Circle   Sheridan, WY  82801  307-673-2734

SIGNED BUT NOT OPEN

ALABAMA
Hotel Wetumpka, AL, LLC, Wetumpka, AL, 350 South Main Street   Wetumpka, AL  36092  334-4787698

ARIZONA
Greens River Lodging, LLC, Parker, AZ, 1100 Geronimo Ave   Parker, AZ  85344
Williams Hotels LLC, Williams, AZ, NEQ Rodeo Rd and Grand Canyon Blvd 160-410 Rodeo Rd   Williams, AZ  86046

CALIFORNIA
Eastlake Lodging Inc., Chula Vista-Eastlake, CA, Otay Lake Road and Fenton Street   Chula Vista, CA  91914
Mayur N, LLC, El Cerrito, CA, NWQ of San Pablo Ave and Cutting Blvd   El Cerrito, CA  94530
River Park Hospitality, Inc., Fresno-Airport, CA, 1515 North Peach Avenue   Fresno, CA  93727
Deep Sea Hospitality, LLC, Lake Forest - Irvine Spectrum, CA, 23021 Lake Center Drive   Lake Forest, CA  92630
HHLB Hotel Investments, LLC, Long Beach Airport, CA, SW Corner of Lakewood Blvd & Cover St   Long Beach, CA  90808
Sagar Patel, Menlo Park, CA, 1704 El Camino Real   Menlo Park, CA  94025
BPR Properties Mountain View, LLC, Mountain View Palo Alto, CA, 2300 El Camino Real   Mountain View, CA  94040
Sirrr, LLC, North Hollywood, CA, 12409 Victory Blvd   North Hollywood, CA  91606
40740 Highway 41 Oakhurst LLC, Oakhurst-Yosemite, CA, 40740 Highway 41   Oakhurst, CA  93644
Oak 378, LLC, Oakland Downtown-City Center, CA, 378 11th Street   Oakland, CA  94607
The Inns at Buena Vista Creek, LP, Oceanside, CA, SWQ S.R. 78 & Jefferson Way   Oceanside, CA  92054

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BPR Properties Petaluma, LLC, Petaluma, CA, 450 Jefferson St Petaluma, CA 94952
ASK Ventures, LLC, Riverside Downtown, CA, 5th & Market Street Riverside, CA 92501
Greens Inv 2, LLC, Riverside March Air Force Base, CA, NWQ Opportunity Way & Van Buren Blvd. Riverside, CA 92508
Cupertino De Anza Hospitality, LLC, San Jose-Cupertino, CA, 1090 S De Anza Blvd San Jose, CA 95129
Prince Hospitality, LLC, Santa Clarita-Valencia, CA, SEQ of Newhall Ranch Rd and Vanderb Santa Clarita, CA 91355
Praful Patel, Santa Cruz West, CA, 2424 Mission Street Santa Cruz, CA 95060
SAMYA Hospitality, LLC, Tehachapi, CA, NWC of Capital Hill Pkwy and Challenger Drive Tehachapi, CA 93561
Mariposa Land Development, LLC, Victorville, CA, SEQ of Mariposa Rd & Talpa St Victorville, CA 92395
WC Hotel LP, Woodland Hills, CA, 21322 Oxnard Street Woodland Hills, CA 91367

COLORADO
Dia Cherry Creek, LLC, Denver Tech Center South, CO, 7079 South Kenton Centennial, CO 80112
Luxury Inn Sterling, LLC, Sterling, CO, SEQ N. 3rd Ave and N. Railway St. Sterling, CO 80751
Amrik Singh and Daljit Hothi, Thornton, CO, 12196 Grant Circle Thornton, CO 80241

CONNECTICUT
395 Properties, LLC, Norwich, CT, 154 Salem Turnpike Norwich, CT 06360

FLORIDA
B.A. Hospitality, LLC, Clewiston, FL, NEQ of South WC Owen Avenue and Sugarland Hwy Clewiston, FL
Trident Hotel Group, LLC, Crestview I-10, FL, 112 John King Road Crestview, FL 32539 850-409-3360
PB1 Hotels, LLC, Ft. Lauderdale/Pompano Beach, FL, 900 S Federal Highway Pompano Beach, FL 33062
Daniel Corporation of Winter Park, Inc., Kissimmee North, FL, NWQ of Centerview Blvd and Orange Blossom Trail (441) Kissimmee, FL 34741
Rockville Hospitality, LLC, Marathon - Florida Keys, FL, 13351 Overseas Highway Marathon, FL 33050
Miami Airport Lodging, LLC, Miami - Airport East, FL, 3401 North 42nd Avenue Miami, FL 33127
Sukkah Miami Beach Acquisitions, LLC, Miami Beach - Mid Beach, FL, 4000 Collins Ave Miami Beach, FL 33140
Henderson Properties, LLC, Plant City, FL, 2702 Thonotosassa Road Plant City, FL 33565 813-756-5600

GEORGIA
Alpesh N. (Al) Patel, Acworth, GA, NEQ of Hwy 92 & Northpoint Pkway @ Exit 277 Acworth, GA 30102
Busbee Hotel, LLC, Atlanta Kennesaw, GA, 3405 Busbee Drive Kennesaw, GA 30144 770-427-2002
Four J S Family LLLP, Columbus Downtown, GA, 1201 Broadway Avenue Columbus, GA 31901
Bran Hospitality Forsyth, Inc., Forsyth, GA, NEQ of North Frontage Rd & Grant St Forsyth, GA 31046
P & S Hotels, Inc., Lake Hartwell, GA, 1357 E Franklin St Hartwell, GA 30643 706-376-4700
U.S. Hospitality Management, LLC, Locust Grove, GA, Tanger BLVD & Tanger Drive Locust Grove, GA 30248

IDAHO
TR2, LLC, Burley, ID, 530 W 5th Street Burley, ID 83318

ILLINOIS
NNDYM KB, Inc., Bourbonnais, IL, Ken Hayes Drive Bourbonnais, IL 60914
Wrigley Hospitality, Inc., Chicago Orland Park, IL, 16160 LaGrange Rd Orland Park, IL 60462

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EXHIBIT A

IMD Gateway Partners, LLC, Chicago, IL, 2020 W Ogden Ave   Chicago, IL  60612
Michigan Cermak Indiana LLC, Chicago/McCormick Place, IL, 111 E Cermak Rd  Chicago, IL  60616
Evergreen Hospitality, LLC, Decatur Southeast, IL, 4855 East Evergreen Court   Decatur, IL  62521  217-864-3297
Pontiac Hotel Associates, LLC, Pontiac, IL, SEQ of SR 116 and I-55 1000 Grand Prix Drive Pontiac, IL  61764

INDIANA
Vincennes Hotel Developers, LLC, Vincennes, IN  Vincennes, IN
John T. Phair, Westfield Indianapolis, IN, 915 Westfield Park Rd  Westfield, IN  46074  317-7631900

IOWA
OMA Lodging 2, LLC, Omaha Airport, IA, SWQ of Abbott Drive & Owen Parkway Circle  Carter Lake, IA  51510

KANSAS
Emporia Hotels LLC, Emporia, KS, 2900 Eaglecrest Dr.  Emporia, KS  66801  620-412-9040
Gardner Hospitality, LLC, Gardner, KS, SE Cedar Nile Rd E Santa Fe St.  Gardner, KS  66030
HCW Wichita Hotel, LLC, Wichita, KS, 10121 W 29th Street North  Wichita, KS  67205

KENTUCKY
La Grange Hospitality, LLC, La Grange, KY, 807 South First Street NEQ of I-71 (Exit 22) and Highway 5  La Grange, KY  40031
Quadrant Shalimar Simpsonville, LLC, Simpsonville, KY, Northwest Quadrant of I- 64 at exit 28  Simpsonville, KY

LOUISIANA
Biz 90 Hotels LLC, Donaldsonville, LA, 2290 Business Park Blvd   Donaldsonville, LA  70346
Jitendra (Jay) Kumar, Minden, LA, 1332 Sibley Road  Minden, LA  71055
I-10 Lodging, LLC, New Orleans East, LA, SEQ of Levy Rd and Bullard Ave   New Orleans, LA  70128
Opelousas Hotel Group, Inc., Opelousas, LA, 1700 Commerce Blvd  Opelousas, LA  70579

MAINE
Kennebunk Port Hotel, LLC, Kennebunk-Kennebunkport, ME, 4 Independence Drive  Kennebunk, ME  04043  207-9859200

MARYLAND
Bayview Hotel Partners, LLC, Baltimore/Bayview Campus, MD, 6571 Eastern Avenue   Baltimore, MD  21224
Willowbrook Holdings, LLC, Cumberland, MD, NWQ of I-68 and Baltimore Ave on Shades Lane  Cumberland, MD  21502

MASSACHUSETTS
Boston Marine Wharf, LLC, Boston Seaport, MA, 660 Summer St   Boston, MA  02210
Paul R. Lohnes, Salem, MA, SWQ of Dodge St and Dodge St Court  Salem, MA  01970
Madison Woburn Holdings, LLC, Woburn Boston, MA, 369 Washington Street  Woburn, MA  01801

MICHIGAN
Brighton Hotel Suites, Inc., Brighton, MI, 8060 Chalis Road   Brighton, MI  48116  810-225-8363
Schoolcraft Hospitality, LLC, Livonia Detroit, MI, SEQ I-96 and Middlebelt Road  Livonia, MI  48150

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MINNESOTA
Midas Brooklyn Park, LLC, Brooklyn Park, MN, Junction of I-610 and W. Broadway A ve. Brooklyn Park, MN 55443
D & T Eden Prairie LLC, Eden Prairie Minneapolis, MN, 11825 Technology Drive Eden Prairie, MN 55344
H-GRR LLC, Spicer Green Lake, MN, 100 Lake Avenue North Spicer, MN 56288 320-796-3000

MISSISSIPPI
Sunny Desai, Jackson Fondren District, MS, NW corner of Old Canton and Duling Jackson, MS 39216
Pass Christian Hotel Group, LLC, Pass Christian, MS, 119 West Scenic Drive Pass Christian, MS 39571

MISSOURI
1960 II, LLC, Kirksville, MO, N Baltimore St. & St Hwy 63 Kirksville, MO 63501
Sedalia Properties, LLC, Sedalia, MO, Lamm Drive & Hwy 50 Sedalia, MO
Midas Cotton Ridge, LLC, Sikeston, MO, NWQ of Hwy 61/Hwy 60 Sikeston, MO 63801
Midas Wentzville Bluffs, LLC, St. Louis Wentzville, MO, 150 Wentzville Bluffs Dr Wentzville, MO 63385 636-445-3780
MCRAV Lodging LLC, West Plains, MO, US Hwy 63 and US Hwy 160 West Plains, MO 65775

NEW JERSEY
338 WHP Limited Liability Company, Atlantic City/Absecon, NJ, 338 E. White Horse Pike Absecon, NJ 08205 609-385-0801
Comsleep Properties, LLC, Cranbury, NJ, 1261 S. River Road Cranbury, NJ 08512
Ketan Mehta, Lakewood, NJ, 1367 Highway 70 Lakewood, NJ 08701
Hook Mountain Associates LLC, Old Bridge, NJ, 300 Spring Valley Road Old Bridge, NJ 08857
Paramus Hospitality LLC, Paramus, NJ, 625 From Road Paramus, NJ 07652
Leeward Strategic Properties, Inc., Secaucus/Meadowlands Area, NJ, 250 Harmon Meadow Blvd. Secaucus, NJ 07094 201-867-4400

NEW MEXICO
Trushar Bhakta, Nimesh Patel and Piyush Patel, Santa Fe South, NM, 3430 Cerrillos Rd Santa Fe, NM 87501

NEW YORK
RAM Hotel LLC, Bronx, NY/at the Stadium, 110 East 149th Street Bronx, NY 10451
Willowbrook Hospitality, LLC, Buffalo - Amherst, NY, 400 Corporate Parkway Amherst, NY 14226
Hamburg Lodging Inc., Buffalo/Hamburg, NY, 5440 Camp Road Hamburg, NY 14075 716-649-3769
Lake Erie Hotel LLC, Dunkirk, NY, 3925 Vineyard Drive Dunkirk, NY 14048
Steinway Street LLC, LLC, Long Island City Manhattan View, NY, 36-20 Steinway Street Queens, NY 11101
Catskill Hospitality Holding LLC, Monticello, NY, SE Quadrant of SR 42 & SR 17 Golden Ridge Road Monticello, NY 12701
231 Walton, LLC, Syracuse Downtown Armory Square, NY, 231 Walton Street Syracuse, NY 13202

NORTH CAROLINA
Benson Hotel Group, LLC, Benson, NC, 308 South Walton Avenue Benson, NC 27504
LPCA, LLC, Black Mountain, NC, 306 Black Mountain Avenue Black Mountain, NC 28711
Kernersville Hotels, LLC, Kernersville, NC, 150 Clayton Forest Drive Kernersville, NC 27284
Sneads Ferry Ventures, LLC, Sneads Ferry North Topsail Beach, NC, NC Hwy 210 Sneads Ferry, NC 28460
Seva Investments, LLC, Waynesville, NC, NW Quad HWY 74 & Hyatt Creek Road Waynesville, NC 28786
Wilmington Hotel Group, LLC, Wilmington Downtown, NC, 225 Grace Street Wilmington, NC 28401 910-251-3930

OHIO
Lodging Enterprises, LLC, Cincinnati, OH, 5441 Rybolt Rd Cincinnati, OH 45248

OKLAHOMA
Suraj Hospitality, LLC, El Reno, OK, 1530 SW 27th Street El Reno, OK 73036 405-702-9200
Mustang Hospitality, LLC, Mustang, OK, 1300 E State Highway 152 Mustang, OK 73064

OREGON
Sri Santram, LLC, Sherwood, OR, 21970 SW Alexander Lane Sherwood, OR 97140

PENNSYLVANIA
Latrobe Hospitality Group LLC, Latrobe, PA, 3970 US 30 Latrobe, PA 15650
Prayers Hospitality LLC, Lebanon, PA, 1601 East Cumberland St Lebanon, PA 17042

RHODE ISLAND
Akshaj Hospitality, LLC, Pawtucket, RI, 2 George St Pawtucket, RI 02860 401-7236700

SOUTH CAROLINA
Kali, Inc., Camden, SC, NEQ of US Hwy 521 & I-20, Exit 98 Camden, SC 29020
Jalaram, Inc., Hardeeville, SC, I-95, Exit 8 on Brooks Willis Drive Hardeeville, SC 29927

SOUTH DAKOTA
Shailesh N. Patel, Sioux Falls / Southwest, SD, 59th Street & S. Grand Circle Sioux Falls, SD 57108
Plaza Partners, LLC, Sioux Falls, SD, 60th Street North & North Western A ve Sioux Falls, SD 57101

TENNESSEE
Vision Hospitality Group, Inc. [1], Chattanooga East Ridge, TN, NEQ of I-75 and Camp Jordan Parkway Chattanooga, TN 37412
Robert G. Schaedle, III, Franklin Downtown, TN, 1st Avenue South and East Main St Franklin, TN 37064
Hospitality Development Solutions, LLC, Gatlinburg Historic Nature Trail, TN, 520 Historic Nature Trail Gatlinburg, TN 37738
Sachchianand H Gulch, LLC, Nashville Downtown The Gulch, TN, 602 9th Avenue South Nashville, TN 37203
Newport Hotel Group, Inc., Newport, TN, 1020 Cosby Highway Newport, TN 37821
Gopal Investments, L.L.C., Union City, TN, 2100 block of West Reelfoot Avenue Union City, TN 38261

TEXAS
United Hotels, LLC, Andrews, TX, SWQ of Hwy 385 and NW Mustang Dr Andrews, TX 79714
LHSH, LTD, Bulverde, TX, 499 Singing Oaks Bulverde, TX 78163
SM Jim Miller, LLC, Dallas East, TX, 8747 ERL Thorton Fwy Dallas, TX 75228
Forney Lodging LLC, Forney, TX, SEQ of US Hwy 80 and Regal Drive Forney, TX 75126

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EXHIBIT A

Krishna Kyle LLC, Kyle, TX, 151 Bunton Creek Rd Kyle, TX 78640 210-749-2520
UH Land, Inc., Lockhart, TX, 115 E MLK Jr. Industrial Blvd Lockhart, TX 78644
Mayur R. (Mack) Patel, Longview, TX, SEQ of South Eastman Rd and I-20 Frontage Rd South Longview, TX 75602
Prakash (Paul) Patel, Monahans, TX, NWQ I-20 Service Road East and South Stockton Avenue Monahans, TX 79756
Ozona Hospitality Group, LLC, Ozona, TX, 816 14th Street Ozona, TX 76943 325-392-1449
Maruti Hotel Group, LLC, Port Lavaca, TX, NEQ of Village Rd and Hwy 35 Port Lavaca, TX 77979
Vista Host, Inc, San Antonio Riverwalk, TX, NEQ of E Commerce and Soledad San Antonio, TX 78205
Krishna Valley LLC, Weslaco, TX, SEQ of Fairfield Blvd and W Expy 83 Weslaco, TX 78596

UTAH
Millrock Hotel Partners, LLC, Salt Lake City Cottonwood, UT, 3210 E. Millrock Dr. Holladay, UT 84121

VERMONT
PeakCM Lake Street Hotel, LLP, St Albans, VT, 43 Lake Street St Albans, VT 05478 802-528-5020

VIRGINIA
AKTA ENTERPRISES, INC., Covington, VA, 701 Carlyle Street Covington, VA 24426
RMC Investments, LLC, Danville, VA, 1320 Kensington Court Danville, VA 24541

WEST VIRGINIA
Morgantown Hotel Associates, LP, Morgantown University Towne Centre, WV, New Exit (Exit 154) off of I-79 1 mile south of Star City Exit Morgantown, WV 26501

WISCONSIN
OBOS SHI, LLC, Superior, WI, 66 E 2nd St Superior, WI 54880
HAMPTON INN & SUITES
OPEN

ALABAMA
Kelli Drive Hotel Company, L.L.C., Athens/I-65, AL, 1222 Kelli Drive Athens, AL 35613 256-232-2377
Shiva Group, L.L.C., Birmingham East Irondale, AL, 950 Old Grants Mill Road Birmingham, AL 35210 205-933-0444
Tutwiler Hotel Holdings LLC, Birmingham-Downtown/Tutwiler, AL, 2021 Park Place Birmingham, AL, 35203 205-322-2100
AUM Hoover, LLC, Birmingham-Riverchase/Galleria, AL, 4520 Galleria Boulevard Hoover, AL 35244 205-380-3300
McNeill Birmingham, LLC, Birmingham/280 East-Eagle Point, AL, 6220 Farley Court Birmingham, AL, 35242 205-981-0024
AUM Properties, L.L.C., Birmingham/Pelham, AL, 232 Cahaba Valley Road Pelham, AL 35124 205-313-9500
BRE Select Hotels Operating LLC, Dothan, AL, 4684 Montgomery Highway Dothan, AL 36303 334-671-7672
Windwood - Florence, LLC, Florence-Downtown, AL, 505 South Court Street Florence, AL 35630 256-767-8282
Blue Mountain Hospitality LLC, Huntsville/Hampton Cove, AL, 6205 Hwy 431 South Huntsville, AL 35763 256-532-2110
Apple Ten Alabama Services, LLC, Huntsville/Research Park Area, AL, 7010 Cabela Drive Huntsville, AL 35806 256-971-1850
Greater Valley Hospitality Group, LLC, Lanett - West Point, AL, 4210 Phillips Road Lanett, AL 36863 334-576-5400
Apple Ten Hospitality Management, Inc., Mobile I-65 @ Airport Blvd., AL, 1028 West I-65 Service Road South Mobile, AL 36609 251-343-4007
Darryl G. Lapointe, Mobile-Providence Park/Airport Area, AL, 525 Providence Park Drive East Mobile, AL 36695 251-776-5866
Windwood - Mobile, LLC, Mobile/Downtown-Historic District, AL, 62 South Royal Street Mobile, AL 36602 251-436-8787
P & T Hospitality, L.L.C., Montgomery-Downtown, AL, 100 Commerce Street Montgomery, AL 36104 334-265-1502
Alabama Hotel Properties, LLC, Montgomery-EastChase, AL, 7651 EastChase Parkway Montgomery, AL 36117 334-277-1818
Opelika Hotels I, LLC, Opelika-i-85-Auburn Area, AL, 3000 Capps Way Opelika, AL 36804 334-745-4311
Balmquien Hospitality, LLC, Orange Beach/Gulf Front, AL, 25518 Perdido Beach Blvd Orange Beach, AL 36561 251-923-4400
Zenith Asset Company, LLC, Oxford/Anniston, AL, 210 Colonial Drive Oxford, AL 36203 205-313-9500
Ram Hotel Management, LLC, Phenix City (Columbus Area), AL, 620 Martin Luther King Jr. Parkway Phenix City, AL 36869 334-664-0776
Williams-Prattville Motels, Inc., Prattville, AL, 2590 Cobbs Ford Road Prattville, AL 36066 334-285-6767
Scottsboro Developments, LLC, Scottsboro, AL, 24747 John T. Reid Parkway Scottsboro, AL 35768 256-259-5200

ALASKA
K2 Fairbanks, LLC, Fairbanks, AK, 433 Harold Bentley Avenue Fairbanks, AK 99701 907-451-1502

ARIZONA
Saco Management, Inc., Flagstaff/West/Nau Area, AZ, 2400 S. Beulah Blvd. Flagstaff, AZ 86001 928-913-0900
Mohave Hospitality, LLC, Kingman, AZ, 1791 Sycamore Avenue Kingman, AZ 86409 928-692-0200
Lake Powell Hospitality, LLC, Page/Lake Powell, AZ, 294 Sandhill Road Page, AZ 86040 928-645-0075
OCI Chandler of Delaware I, LLC, Phoenix Chandler/Fashion Center, AZ, 1231 South Spectrum Boulevard Chandler, AZ 85286 480-917-9500
Milan Enterprise, LLC, Phoenix East Mesa, AZ, 1825 N. Higley Road Gilbert, AZ 85234 480-654-4000
Glendale Westgate Lodging Investors, LLC, Phoenix Glendale/Westgate, AZ, 6630 North 95th Avenue Glendale, AZ 85305 623-271-7771
Apple Ten Hospitality Management, Inc., Phoenix North/Happy Valley, AZ, 2550 North 95th Avenue Phoenix, AZ 85085 480-516-9300
Tempe Hotel Properties, LLC, Phoenix Tempe, AZ, 1415 N. Scottsdale Road Tempe, AZ 85281 480-941-3441
2000 North Litchfield Road, LLC, Phoenix-Goodyear, AZ, 2000 N. Litchfield Road Goodyear, AZ 85395 623-536-1313
Paramount Investor Group, L.L.C., Phoenix/Gilbert, AZ, 3265 South Market Street Gilbert, AZ 85297 480-543-1500
Zenith Asset Company, LLC, Phoenix/Scottsdale, AZ, 16620 North Scottsdale Road Scottsdale, AZ 85254 480-348-9280

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EXHIBIT A

Lonesome Valley Hospitality, LLC, Prescott Valley, AZ, 2901 North Glassford Hill Road  Prescott Valley, AZ  86314  928-772-1800
Indian Bend Hotel Group, LLC, Scottsdale/Riverwalk, AZ, 9550 E. Talking Stick Way  Scottsdale, AZ  85265  480-270-5393
WMH Enterprises LLC, Show Low/Pinetop, AZ, 1501 East Woolf Road  Show Low, AZ  85901  928-532-4444
Trivest Hotels, LLC, Surprise, AZ, 14783 West Grand Avenue  Surprise, AZ  85374  623-537-9122
CPX Tucson Gateway OPAG, LLC, Tucson East/Williams Center, AZ, 251 South Wilmot Road  Tucson, AZ  85711 520-514-0500
WBCMT 2006-C27 Oracle Road LLC, Tucson-Mall, AZ, 5950 North Oracle Road  Tucson, AZ  85704  520-618-8000
Yuma Lodging LP, Yuma, AZ, 1600 East 16th Street  Yuma, AZ  85365  928-329-5600

ARKANSAS

P & C Hotels, LLC, Hope, AR, 2700 N. Hervey Street  Hope, AR  71801  870-777-4567
MHG Little Rock HN, LP, Little Rock-Downtown, AR, 320 River Market Avenue  Little Rock, AR  72201  501-244-0600
New Project, L.L.C., Little Rock-West, AR, 1301 South Shackleford Road  Little Rock, AR  72211  501-537-3000
Sharbha Enterprises, LLC, Lonoke, AR, 240 Brownsville Loop  Lonoke, AR  72086  501-676-0602
Boerne Texas Investment Associates, LLC, Pine Bluff, AR, 511 Mallard Loop  Pine Bluff, AR  71603  870-850-7488
Atrium TRS II, L.P., Springdale, AR, 1700 S. 48th Street  Springdale, AR  72762  479-756-3500

CALIFORNIA

West Coast Lodging Developers, L.L.C., Agoura Hills, CA, 30255 Agoura Road  Agoura Hills, CA  91301  818-597-0333
Knel Corporation, Arcata, CA, 4750 Valley West Blvd  Arcata, CA  95521  707-822-5896
1400 West Branch LLC, Arroyo Grande/Pismo Beach Area, CA, 1400 West Branch Street  Arroyo Grande, CA  93420  805-202-2110
Jin Hyun Koo and Myung Hee Chu Revocable Living Trust Dated, Bakersfield North-Airport, CA, 8818 Spectrum Park Way  Bakersfield, CA  93308  661-391-0600
Prime Hospitality Services, LLC, Bakersfield/Hwy 58, CA, 7941 East Brundage Lane  Bakersfield, CA  93307  661-321-9424
Hospitality Express II, L.L.C., Barstow, CA, 2710 Lenwood Road  Barstow, CA  92311  760-253-2600
Chandra Hospitality, LLC, Blythe, CA, 2011 East Donlon Street  Blythe, CA  92225  760-921-8000
Summit Hotel TRS 111, LLC, Camarillo, CA, 50 W. Daily Drive  Camarillo, CA  93010  805-389-9898
JTJ Hospitality, LLC, Chino Hills, CA, 3150 Chino Avenue  Chino Hills, CA  91709  909-591-2474
Apple Nine Hospitality Management, Inc., Clovis - Airport North, CA, 855 Gettyburg Avenue  Clovis, CA  93612  559-348-0000
Folsom Lodging, LLC, Folsom, CA, 155 Placerville Road  Folsom, CA  95630  916-235-7744
37 Hotel Fresno, LLC, Fresno, CA, 327 E. Fir Avenue  Fresno, CA  93720  559-447-5900
Metro Hospitality Services, Inc., Fresno-Northwest CA, 7194 Kathryn Avenue  Fresno, CA  93722  559-276-9700
H COAST, LLC, Hemet, CA, 3700 West Florida Avenue  Hemet, CA  92545  951-929-7373
Hermosa Hotel Investment, LLC, Hermosa Beach, CA, 1530 Pacific Coast Highway  Hermosa Beach, CA  90254  310-318-7800
Victoria Development Company, Highland, CA, 27959 Highland Avenue  Highland, CA  92346  909-862-8000
Castleblack Lancaster Operator, LLC, Lancaster, CA, 2300 W. Double Play Way  Lancaster, CA  93536  661-940-9194
Louve Avenue Partners, L.P., Lathrop, CA, 103 East Louise Avenue  Lathrop, CA  95330  209-982-5070
El Segundo Hotels, LLC, LAX/El Segundo, CA, 888 N. Sepulveda Blvd  El Segundo, CA  90245  310-322-2900
Geweke VII, L.P., Lodi, CA, 1337 South Beckman Road  Lodi, CA  95240  209-369-2700
Five Stars Hospitality, LLC, Los Angeles-Burbank Airport, CA, 7501 North Glenoaks Boulevard  Burbank, CA  91504  818-768-1106
Harbor Suites, LLC, Los Angeles/Disneyland Area/Anaheim, CA, 11747 Harbor Blvd.  Garden Grove, CA  92840  714-703-8800
Vista Inn Glendale, LLC, Los Angeles/Glendale, CA, 114 W. Colorado  Glendale, CA  91204  818-291-5700
Balaji Hotels, Inc., Madera, CA, 3254 Airport Dr  Madera, CA  93637  559-661 0910

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EXHIBIT A

Manteca Lodging, LLC, Manteca, CA, 1461 Bass Pro Drive Manteca, CA 95336 209-823-1926
Merced Hospitality, LLC, Merced, CA, 225 South Parsons Avenue Merced, CA 95340 209-386-1210
Aleena Investments, LLC, Modesto/Salida, CA, 4921 Sisk Road Salida, CA 95368 209-543-3650
BRE Polygon Property Owner LLC, Moreno Valley, CA, 12611 Memorial Way Moreno Valley, CA 92553 951-571-7788
Krishna Mountain View, Inc., Mountain View/Silicon Valley, CA, 390 Moffett Blvd. Mountain View, CA 94043-4726 650-988-0300
Palmetto Hospitality of Napa, LLC, Napa, CA, 945 Hartle Court Napa, CA 94559 707-255-4000
Balaji Alameda LLC, Oakland Airport/Alameda, CA, 1700 Harbor Bay Parkway Alameda, CA 94502 510-521-4500
I O W, LLC, Ontario, CA, 4500 East Mills Circle Ontario, CA 91764 909-980-9888
Dutt Hospitality Group, Inc., Palm Desert, CA, 74900 Gerald Ford Drive Palm Desert, CA 92211 760-340-1001
Castleblack Palmdale Operator, LLC, Palmdale, CA, 39428 Trade Center Drive Palmdale, CA 95351 661-265-7400
Pacific Coast Hotel Properties I, LLC, Paso Robles, CA, 212 Alexa Court Paso Robles, CA 93446 805-226-9988
Kumar Hotels, Inc., Red Bluff, CA, 520 Adobe Road Red Bluff, CA 96080-9623 530-529-4178
Larkspur Group, LLC, Redding, CA, 2160 Larkspur Lane Redding, CA 96002 530-224-1001
K Partners Ridgecrest III, LP, Ridgecrest, CA, 104 East Sydor Avenue Ridgecrest, CA 93555 760-446-1968
Everest Hotel, Inc., Riverside/Corona East, CA, 4250 Riverwalk Parkway Riverside, CA 92505 951-352-5020
CPX Rohnert Gateway OPAG, LLC, Rohnert Park/Sonoma County, CA, 6248 Redwood Drive Rohnert Park, CA 94928 707-586-8700
Roseville-H.I.S. I, LLC, Roseville, CA, 110 North Sunrise Avenue Roseville, CA 95661 916-772-9900
ARS Hospitality, Inc., Sacramento-Cal Expo, CA, 2230 Auburn Blvd. Sacramento, CA 95821 916-927-2222
Geweke Natomas 11, L.P., Sacramento-North Natomas, CA, 3021 Advantage Way Sacramento, CA 95834 916-928-5700
Elk Grove Finance LP, Sacramento/Elk Grove Laguna I-5, CA, 2305 Longport Ct Elk Grove, CA 95758 916-683-9545
Salinas Hotel Investors LLC, Salinas, CA, 523 Work Street Salinas, CA 93901 831-754-4700
H.I.S. of San Bernardino Opco, L.L.C., San Bernardino, CA, 895 East Hospitality Lane San Bernardino, CA 92408 909-890-0600
QSSC, LLC, San Clemente, CA, 2481 S. El Camino Real San Clemente, CA 92672 949-366-1000
Summit Hotel TRS 110, LLC, San Diego/Poway 14068 Stowe Drive Poway, CA 92064 858-391-1222
GRM HISF, LLC and Terrapin Burlingame Investments, LLC, San Francisco/Burlingame, CA, 1755 Bayshore Highway Burlingame, CA 94010 650-697-5736
RAM DHNV MANAGEMENT, LLC, San Jose, CA, 55 Old Tully Road San Jose, CA 95111 408-298-7373
SLO Lodging, LLC, San Luis Obispo, CA, 1530 Calle Joaquin San Luis Obispo, CA 93405 805-594-1445
Pacifica HiOrange, LP, Santa Ana/orange County Airport, CA, 2720 Hotel Terrace Drive Santa Ana, CA 92705 714-556-3838
2401 Seal Beach LLC, Seal Beach, CA, 2401 Seal Beach Blvd Seal Beach, CA 90740 562-594-3939
Suisun Hotel Operating Company, Inc, Suisun City Waterfront, CA, 2 Harbor Center Suisun City, CA 94585 707-429-0900
Leo & Lanise Burke, Tahoe/Truckee, CA, 11951 State Highway 267 Truckee, CA 96161 530-587-1197
Temecula Lodging, LLC, Temecula Valley Wine Country, CA, 28190 Jefferson Avenue Temecula, CA 92590 951-506-2331
Apple Eight Hospitality Management, Inc., Tulare, CA, 1100 N. Cherry Street Tulare, CA 93274 559-686-8700
BKD Holdings, Vacaville/Napa Valley Area, CA, 800 Mason Street Vacaville, CA 95688 707-469-6200
BRE Polygon Property Owner LLC, West Sacramento, CA, 800 Stillwater Road West Sacramento, CA 95605 916-374-1909
Sonoma Wine Country Hotel, LLC, Windsor/Sonoma Wine Country, CA, 8937 Brooks Road South Windsor, CA 95492 707-837-9355
Arvind Patel, Woodland/Sacramento Area, CA, 2060 Freeway Drive Woodland, CA 95776 530-662-9100
Geweke-Yuba Properties, L.P., Yuba City, CA, 1375 Sunspots Blvd Yuba City, CA 95991 530-751-1714

COLORADO
Boulder Hospitality, LLC, Boulder-North, CO, 6333 Lookout Road Boulder, CO 80301 303-530-3300

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Academy Hotel LLC, Colorado Springs Air Force Academy/I-25, 1307 Republic Drive Colorado Springs, CO 80921 719-598-6911
Century Shree Corporation, Craig, CO, 377 Cedar Court Craig, CO 81625 970-826-9900
RLJ III - HA Denver Tech Center Lessee, LLC, Denver Tech Center, CO, 5001 S. Ulster Street Denver, CO 80237 303-804-9900
BRE Select Hotels Operating LLC, Denver-Cherry Creek, CO, 4150 East Kentucky Avenue Glendale, CO 80246 303-692-1800
MHF Denver Operating V LLC, Denver-Downtown, CO, 1845 Sherman Street Denver, CO 80203 303-864-8000
MNR, L.L.C, Denver-Littleton, CO, 7611 Shaffer Parkway Littleton, CO 80127 303-973-2400
Luxury Inn Downtown LLC, Denver-Speer Boulevard, CO, 2728 Zuni Street Denver, CO 80211 303-455-4588
Gateway Lodging II LLC, Denver/Airport-Gateway Park, CO, 4310 Airport Way Denver, CO 80239 303-375-8118
OCI Highlands Ranch, LLC, Denver/Highlands Ranch, CO, 3095 W. County Line Road Highlands Ranch, CO 80129 303-794-1800
RLC-III Lone Tree LLC, Denver/South-RidgeGate, CO, 10030 Trainstation Circle Lone Tree, CO 80124 303-790-4100
Willco IV Development, LLLP, Greeley, CO, 2350 West 29th St Greeley, CO 80631 970-339-5525
Cottonwood Holdings Parker, LLC, Parker, CO, 19010 East Cottonwood Drive Parker, CO 80138 303-841-2977
Ashwin A. Amin, Pueblo/North, CO, 4790 Eagleridge Circle Pueblo, CO 81008 719-543-6500
Rifle Hotels LLC, Rifle, CO, 499 Airport Road Rifle, CO 81650 970-625-1500
Cheyenne Hotels, LLC, Salida, CO, 785 East Highway 50 Salida, CO 81201 719-539-0800
Hotel Silverthorne Partners LLC, Silverthorne, CO, 177 Meraly Way Silverthorne, CO 80498 970-513-4020
Mesa Lodging L.L.C., Steamboat Springs, CO, 725 South Lincoln PO Box 881510 Steamboat Springs, CO 80488-1510 970-871-8900

CONNECTICUT
BRE SSP Property Owner LLC, Hartford-Manchester, CT, 1432 Pleasant Valley Road Manchester, CT 06042 860-644-1732
Merchant Founders Lodging, LLC, Hartford-East Hartford, CT, 351 Pitkin Street East Hartford, CT 06108 860-282-2500
Farmington Lodging, LLC, Hartford/Farmington, CT, 301 Colt Highway Farmington, CT 06032 860-674-8488
Olympia Equity Investors XX, LLC, Mystic, CT, 6 Hendel Drive Mystic, CT 06355 860-536-2536
BRE NE Hospitality Property Owner LLC, New Haven-South/West Haven, CT, 510 Saw Mill Road West Haven, CT 06516 203-932-0404
Greenwich Hospitality Group, LLC, Stamford, CT, 26 Mill River Street Stamford, CT 06902 203-353-9855

DELAWARE
BPG Hotel XVIII Owner LLC, Wilmington/Christiana, DE, 1008 Old Churchmans Road Newark, DE 19713 302-454-7300

DISTRICT OF COLUMBIA
Capital Riverfront Hotel, LLC, Washington, D.C./Navy Yard Area, 1265 First Street SE Washington, DC 20003 202-800-1000

FLORIDA
Amelia Harbor View, LLC, Amelia Island-Historic Harbor Front, FL, 19 South 2nd Street Fernandina Beach, FL 32034 904-491-4911
ARC Hospitality Portfolio I HIL TRS, LLC, Boynton Beach, FL, 1475 West Gateway Boulevard Boynton Beach, FL 33426 561-369-0018
Widewaters Bradenton, LLC, Bradenton/Downtown Historic District, FL, 309 10th Street West Bradenton, FL 34205 941-746-9400
Liberty Coral Investments, LLC, Cape Coral-Fort Myers Area, FL, 619 S.E. 47th Terrace Cape Coral, FL 33904 239-540-1050
Danste Hospitality Group, LLC, Clearwater Beach, FL, 635 South Gulfview Boulevard Clearwater Beach, FL 33767 727-451-1111
RLI II - HA Clearwater Lessee, LLC, Clearwater/St. Petersburg Ulmerton Rd, F, 4050 Ulmerton Rd. Clearwater, FL 33762 727-572-7456
2200 East Hwy 50-Clermont, LLC, Clermont, FL, 2200 East Highway 50 Clermont, FL 34711 352-536-6600
(018316-002419 00255695.DOCX; 1)
Coconut Creeks Hotel, L.L.P., Coconut Creek, FL, 5740 North State Road 7 Coconut Creek, FL 33073 954-363-3000
West Volusia Hospitality, LLC, DeLand, FL, 20 Summit Oak Place DeLand, FL 32720 386-279-7808
Destin Pink Hotel, LLC, Destin, FL, 1625 Hwy 98 East Destin, FL 32541 850-654-2677
Destin Platinum LLC, Destin/Sandestin Area, FL, 10861 Highway 98 Destin, FL 32550 850-837-8789
MPC Hotels, Inc., Fort Lauderdale/Miramar, FL, 10990 Marks Way Miramar, FL 33025 954-430-5590
BRE Polygon Property Owner LLC, Fort Lauderdale/West-Sawgrass/Tamarac, F, 501 Madison Avenue Tamarac, FL 33321 954-724-7115
LVP HMI Ft. Myers Holding Corp, Fort Myers Beach/Sanibel Gateway, FL, 11281 Summerlin Square Blvd. Fort Myers Beach, FL 33931 239-437-8888
NHR Investments, LLC, Fort Myers-Colonial Blvd., FL, 4350 Executive Circle Fort Myers, FL 33916 239-931-5300
Dilip (Dan) Patel, Fort Pierce, FL, 1985 Reynolds Drive Fort Pierce, FL 34945 772-828-4100
LVP HMI Ft. Lauderdale Holding Corp., Ft. Lauderdale Airport/South Cruise Port, 2500 Stirling Road Hollywood, FL 33020 954-922-0011
10611 Chevrolet-Fort Myers, LLC, Ft. Myers/Ester, FL, 10611 Chevrolet Way Ester, FL 33928 239-947-5566
Key Gainesville, LLC, Gainesville-Downtown, FL, 101 SE 1st Avenue Gainesville, FL 32601 352-240-9300
Elite Hospitality VI, LLC, Jacksonville-Airport, FL, 13551 Airport Court Jacksonville, FL 32218 904-741-4001
Beaches Hospitality, LLC, Jacksonville-Beach Blvd/Mayo Clinic Area, 13733 Beach Boulevard Jacksonville, FL 32224 904-223-0222
Quality Oil Company, LLC, Jacksonville-South-Bartram Park, FL, 13950 Village Oak Lane Jacksonville, FL 32258 904-997-9100
Lady Lake Hotel, LLC, Lake City, FL, 450 SW Florida Gateway Drive Lake City, FL 32024 386-487-0580
Si Lake Mary, LP, Lake Mary at Colonial Townpark, FL, 850 Village Oak Lane Lake Mary, FL 32746 407-995-9000
KKM Enterprises, Inc., Lake Wales, FL, 22900 Hwy 27 Lake Wales, FL 33859 863-734-3000
Columbia Hospitality, Inc., Lakeland-South/Polk Parkway, FL, 3630 Lakeside Village Blvd Lakeland, FL 33803 863-603-7600
Shiv Largo Hotel, LLC, Largo, FL, 100 East Bay Drive Largo, FL 33770 727-585-3333
Airport Hotel Group, Ltd., Miami-Airport South/Blue Lagoon, FL, 777 NW 57th Avenue Miami, FL 33126 305-262-5400
Apple Nine Hospitality Management, Inc., Miami-Doral/Dolphin Mall, FL, 11600 NW 41st Street Miami, FL 33178 305-500-9300
Prime Hotel Group at Homestead, LLC, Miami-South/Homestead, FL, 2855 N E. 9th Street Homestead, FL 33033 305-257-7000
Brickell Hotel Group, LLLP, Miami/Brickell-Downtown, FL, 50 SW 12th Street Miami, FL 33130 305-377-9400
Venture Hospitality Partners, Ltd., Navarre, FL, 7710 Navarre Parkway Navarre, FL 32566 850-939-4848
JEGG, LLC, Ocala, FL, 3601 SW 38th Avenue Ocala, FL 34474 352-867-0300
Ocala Florida Investment Associates, LLC, Ocala/Belleview, FL, 2075 SW Highway 484 Ocala, FL 34473 352-347-1600
MHG Orlando Gateway HN, LP, Orlando Airport @ Gateway Village, FL, 5460 Gateway Village Circle Orlando, FL 32812 407-857-2830
Sea Harbor Hospitality LLP, Orlando at SeaWorld, FL, 7003 Sea Harbor Drive Orlando, FL 32821 407-778-5900
CFP Columbia Properties Hotel, LLC, Orlando Downtown South/Medical Center, F, 43 Columbia Street Orlando, FL 32806 407-270-6460
Harri OM, Inc. / ID I, Orlando-International Dr. No., FL, 7448 North International Drive Orlando, FL 32819 407-313-3030
South Park Hospitality, L.L.C., Orlando-John Young Pkwy/S Park, FL, 7500 Futures Drive Orlando, FL 32819 407-226-3999
Altamonte Springs Lodging LLC, Orlando-North/Altamonte Springs, FL, 161 North Douglas Avenue Altamonte Springs, FL 32714 407-331-0220
Big K, Inc., Orlando/Apopka, FL, 321 S. Lake Cotez Drive Apopka, FL 32703 407-880-7861
PELTA UCF Opco LLC, Orlando/East UCF Area, FL, 3450 Quadrangle Boulevard Orlando, FL 32817 407-282-0029
Osceola Lodging Associates, LLP, Orlando/South Lake Buena Vista, FL, 4971 Calypso Cay Way Kissimmee, FL 34746 407-396-8700
SAS Ventures, L.L.C., Palm Coast-South, FL, 150 Flagler Plaza Drive Palm Coast, FL 32137 386-439-8999
Apple Nine Hospitality Management, Inc., Panama City Beach/Pier Park Area, FL, 13505 Panama City Beach Pkwy Panama City Beach, FL 32407 850-230-9080
BRE Select Hotels Operating LLC, Pensacola/I-10 North at University Town, 7050 Plantation Road Pensacola, FL 32504 850-505-7500
GB Hotel Investments, LP, Pensacola/Gulf Breeze, FL, 61 Gulf Breeze Parkway Gulf Breeze, FL 32561 850-203-1333
SNB Hotels, Inc., Pensacola/I-10 Pine Forest Road, FL, 8021 Lavelle Way Pensacola, FL 32526 850-607-7174

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EXHIBIT A

Shivam Properties, LLC, Port St. Lucie-West, FL, 155 S.W. Peacock Boulevard Port Saint Lucie, FL 34986 772-878-5900
PHVIF Sarasota, LLC, Sarasota/Bradenton-Airport, FL, 975 University Parkway Sarasota, FL 34243 941-355-8140
CCU Lodging Associates, L.L.C., Sarasota/University Park, FL, 8565 Cooper Creek Blvd Sarasota, FL 34201 941-355-8619
MCR St. Augustine LLC, St. Augustine/Vilano Beach, FL, 95 Vilano Road Saint Augustine, FL 32084 904-827-9797
Floresta Park, LLC, St. Petersburg-Downtown, FL, 80 Beach Drive NE Saint Petersburg, FL 33701 727-892-9900
1150 NW Federal-Stuart, LLC, Stuart-North, FL, 1150 NW Federal Highway Stuart, FL 34994 772-692-6922
BRE Seminole Property Owner LLC, Tallahassee I-10/Thomasville Rd, FL, 3388 Lonnnbladh Road Tallahassee, FL 32308 850-574-4900
MHG Avion Park HN, LP, Tampa Airport Avion Park Westshore, FL, 5329 Avion Park Drive Tampa, FL 33607 813-287-8500
Liberty Seffner Investments, LLC, Tampa East (Casino Area), FL, 11740 Tampa Gateway Blvd Seffner, FL 33584 813-630-4321
W/E Oldsmar 2, LLC, Tampa Northwest/Oldsmar, FL, 4017 Tampa Road Oldsmar, FL 34677 813-818-7202
Murphco of Florida, Inc., Tampa-North, FL, 8210 Hidden River Parkway Tampa, FL 33637 813-903-6000
Summit Hotel TRS 101, LLC, Tampa-Ybor City/Downtown, FL, 1301 East 7th Avenue Tampa, FL 33605 813-247-6700
TWC Bay, LLC, Tampa/Wesley Chapel, FL, 2740 Cypress Ridge Blvd Wesley Chapel, FL 33544 813-973-2288
Heartland Venice Partners, LP, Venice Bayside/South Sarasota, FL, 881 Venetia Bay Blvd. Venice, FL 34292 941-488-5900
VBH Miracle Mile, LLC, Vero Beach-Downtown, FL, 611 20th Place Vero Beach, FL 32960 772-774-4010
Wellington Hospitality, LLLP, Wellington, FL, 2155 Wellington Green Drive Wellington, FL 33414 561-472-9696

GEORGIA

Triple P Properties, LLC, Adairsville-Calhoun Area, GA, 101 Travelers Path Adairsville, GA 30103 770-773-3100
Hallmark Hospitality & Management, LLC, Albany, GA, 2628 Dawson Road Albany, GA 31707 229-405-2000
North Point Augusta II, LLC, Alpharetta, GA, 16785 Old Morris Road Alpharetta, GA 30004 678-393-0990
BPR Camp Creek LLC, Atlanta Airport West/Camp Creek Parkway., 3450 Creek Pointe Drive East Point, GA 30344 404-344-4474
HDP-Sterling, LLC, Atlanta Perimeter Dunwoody, GA, 4565 Ashford Dunwoody Road Atlanta, GA 30346 770-350-9995
Principal Hotel Group, LLC, Atlanta Six Flags, GA, 999 Bob Arnold Blvd. Lithia Springs, GA 30122 770-745-9990
Imperial Investments Airport, L.L.C., Atlanta-Airport North, GA, 3450 Bobby Brown Parkway Atlanta, GA 30344 404-767-9300
Atlanta Downtown Hotel Operator, Inc., Atlanta-Downtown, GA, 161 Ted Turner Dr NW Atlanta, GA 30303 404-589-1111
Galleria, L.L.C., Atlanta-Galleria, GA, 2733 Circle 75 Parkway Atlanta, GA 30339 770-955-1110
IHP I OPS, LLC, Atlanta/Duluth/Gwinnett County, GA, 1725 Pineland Road Duluth, GA 30096 770-931-9800
Augusta Washington Road Hotel, LLC, Augusta-Washington Road @ I-20, GA, 3028 B Washington Road Augusta, GA 30907 706-738-4567
Belair Inn & Suites, Inc., Augusta-West, GA, 4081 Jimmie Dyess Parkway Augusta, GA 30909 706-860-1610
CEHR, LLC, Braselton, GA, 5159 Golf Club Drive Braselton, GA 30517 770-307-0700
Brunswick Lodging, LLC, Brunswick, GA, 128 Venture Drive Brunswick, GA 31525 912-261-0939
Titan Hospitality, LLC, Cordele, GA, 1709 East 16th Avenue Cordele, GA 31015 229-273-7150
AUM Hospitality, LLC, Dublin, GA, 103 Travel Center Blvd. Dublin, GA 31021 478-246-6055
TRY-LA, Inc., Flowery Branch, GA, 4660 Holland Dam Road Flowery Branch, GA 30542 770-965-0357
JOI Hotel Associates LLC, Jekyll Island, GA, 200 South Beachview Drive Jekyll Island, GA 31527 912-635-3733
OM Ventures 2, LLC, Lavonia, GA, 115 Owens Drive Lavonia, GA 30553 706-460-5100
River Chase Hospitality, Inc., Macon I-75 North, GA, 3954 River Place Dr. Macon, GA 31210 478-803-5000
Shriji Hospitality Rome, LLC, Rome, GA, 875 West 1st St. NW Rome, GA 30161 706-622-5631
Shree Hari OHM Inc. of SAVNH, Savannah I-95 South/Gateway, GA, 591 Al Henderson Blvd. Savannah, GA 31419 912-921-1515

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Savannah Hospitality Services, LLC, Savannah-Airport, GA, 70 Stephen S. Green Drive  Savannah, GA  31408  912-966-1240
Oglethorpe Associates, LLC, Savannah-Historic District, GA, 603 West Oglethorpe Avenue  Savannah, GA  31401  912-721-1600
Savannah Hotel 20, LLC, Savannah/Midtown, GA, 20 Johnston Street  Savannah, GA  31405  912-721-3700
T & R Development, Inc., Tifton, GA, 720 U.S. Hwy 319 South  Tifton, GA  31794  229-382-8800
A&M Convention Center Hotel, LLC, Valdosta-Conference Center, GA, 2 Meeting Place Drive  Valdosta, GA  31601  229-241-1234

HAWAII
Ka Makana Ali‘i Hotel, LLC, Oahu/Kapolei, HI, 91-5431 Kapolei Parkway, Suite 900  Kapolei, HI  96707  808-628-4900

IDAHO
Apple Nine Hospitality Management, Inc., Boise-Downtown, ID, 495 S Capitol Blvd.  Boise, ID  83702  208-331-1900
Hotel Developers Boise, LLC, Boise/Meridian, ID, 875 South Allen Street  Meridian, ID  83642  208-887-3600
Ameritel Inns, Inc., Boise/Spectrum, ID, 7499 West Overland Road  Boise, ID  83709  208-323-2500
Glen Black Descendants Trust, Coeur d’ Alene, ID, 1500 Riverstone Dr.  Coeur d’Alene, ID  83814  208-769-7900
Johnson Brothers Hospitality, LLC, Mountain Home, ID, 3175 NE Foothills Avenue  Mountain Home, ID  83647  208-587-7300
Nampa Lodging Investors, LLC, Nampa at the Idaho Center, ID, 5750 East Franklin Road  Nampa, ID  83687  208-442-0036
K2 Pocatello, L.L.C., Pocatello, ID, 151 Vista Drive  Pocatello, ID  83201  208-233-8200

ILLINOIS
Bolingbrook Motel, Inc., Bolingbrook, IL, 165 Remington Blvd.  Bolingbrook, IL  60440  630-759-7100
First FM, LLC, Chicago-Downtown, IL, 33 West Illinois  Chicago, IL  60654  312-832-0330
Apple Ten Services Skokie, Inc., Chicago-North Shore/Skokie, IL, 5201 Old Orchard Road  Skokie, IL  60077  847-583-1111
K.S. Hospitality, Inc., Chicago/Addison (Itasca Area), IL, 1685 West Lake Street  Addison, IL  60101  630-495-9511
Midwest Management, Inc., Chicago/Aurora, IL, 2423 Bushwood Drive  Aurora, IL  60506  630-907-2600
Deer Park Hotel LLC, Chicago/Deer Park, IL, 21660 West Lake Cook Road  Deer Park, IL  60010  847-726-0500
Vinayaka Hospitality LLC, Chicago/Hoffman Estates, IL, 2825 Greenspoint Parkway  Hoffman Estates, IL  60169  847-882-4301
LPL28, LLC, Chicago/Libertyville, IL, 2061 Shell Drive  Libertyville, IL  60048  847-680-8828
ECD-Lincolnshire Hotel DE LLC, Chicago/Lincolnshire, IL, 1400 Milwaukie Avenue  Lincolnshire, IL  60069  847-478-1400
Sagamore Randhurst Hotel LLC, Chicago/Mt. Prospect, IL, 1 Randhurst Village Drive  Mount Prospect, IL  60056  847-590-1860
Schaumburg Hotel Partners, LLC, Chicago/Schaumburg, IL, 891 Plaza Drive  Schaumburg, IL  60173  847-380-2155
Matteson Hotel Partners, LLC, Chicago/Southland-Matteson, IL, 20920 Matteson Avenue  Matteson, IL  60443  708-748-4102
Fox River Hospitality, Inc., Chicago/St. Charles, IL, 2875 Foxfield Road  Saint Charles, IL  60174  630-584-0222
Sunrise Hospitality, Inc., Danville, IL, 370 Eastgate Dr.  Danville, IL  61834  217-442-3300
Mid-America Hotel & Suites, LLC, Effingham, IL, 1305 Keller Drive  Effingham, IL  62401  217-540-5050
Blair Road Hotel Associates, LLC, Minooka, IL, 621 Bob Blair Road  Minooka, IL  60447  815-828-6450
HSS QC Airport Hotel Opco, L.L.C., Moline/Quad City Int'l Airport, IL, 2450 69th Avenue  Moline, IL  61265  309-762-1900
Petersen Hospitality, LLC, Peoria at Grand Prairie, IL, 7806 N. Route 91  Peoria, IL  61615  309-589-0001
Sunrise Hospitality, Inc., Peru, IL, 4421 North Peoria Street  Peru, IL  61354  815-220-8400
Apple Ten Illinois Services, Inc., Rosemont Chicago O'Hare, IL, 9480 W. Higgins Road  Rosemont, IL  60018  847-692-3000
P.C. Motel Ventures, L.L.C., Springfield-Southwest, IL, 2300 Chuckwagon Drive  Springfield, IL  62711-7107  217-793-7670
Shiv S.I.L. Hotel, LLC, St. Louis/Alton, IL, 1904 Homer M Adams Parkway  Alton, IL  62002  618-433-8999
G.C. Hotel Group, LLC, St. Louis/Edwardsville, IL, 5723 Heritage Crossing Drive  Glen Carbon, IL  62034  618-589-5000
INDIANA
Brownsburg Lodging Associates, LLP, Brownsburg, IN, 41 Maplehurst Drive  Brownsburg, IN 46112  317-852-5800
Rahee Hospitality Inc., Crawfordsville, IN, 2895 Gandhi Drive  Crawfordsville, IN  47933 765-362-8884
W2005/FARGO HOTELS (POOL C) REALTY, L.P., Fort Wayne-North, IN, 5702 Challenger Parkway  Fort Wayne, IN 46818 260-489-0908
Shuban, LLC, Greensburg, IN, 2075 North Michigan Avenue  Greensburg, IN  47240 812-663-5000
Hammond Hospitality, LLC, Hammond, IN, 2842 Carlson Drive  Hammond, IN 46323 219-629-8720
Six Points Hotel Partners, LLC, Indianapolis-Airport, IN, 9020 Hatfield Drive  Indianapolis, IN 46241 317-856-1000
J Enterprises Inn of Fishers, LLC, Indianapolis/Fishers, IN, 11575 Commercial Drive  Fishers, IN 46038 317-913-0300
FH-Hotel Kokomo Opco, L.L.C., Kokomo, IN, 2920 South Reed Road  Kokomo, IN 46902 765-455-2900
Tashi Hospitality, Inc., Michigan City, IN, 3674 North Frontage Road  Michigan City, IN 46360 219-814-4164
Hospitality Ventures, LLC, Middlebury, IN, 105 Crystal Heights Blvd.  Middlebury, IN 46540 574-822-0288
Heritage Square Hotel Partners, L.P., Mishawaka/South Bend, IN, 7347 Heritage Square Drive  Granger, IN 46530 574-243-4600
Lakha Lodging Corp., Muncie, IN, 4220 Bethel Avenue  Muncie, IN 47304 765-288-8500
GHS Munster LLC, Munster, IN, 8936 Calumet Avenue  Munster, IN 46321 219-836-5555
BLB Hospitality Corp., Richmond, IN, 455 Commerce Rd.  Richmond, IN  47374 765-966-5200
Vision Schererville II, LLC, Schererville, IN, 1904 US Highway 41  Schererville, IN 46375 219-440-7591
Scottsburg Hospitality, LLC, Scottsburg, IN, 1535 McClain Avenue  Scottsburg, IN 47170 812-752-1999
FH-Hotel South Bend Opco, L.L.C., South Bend, IN HAMP, 52709 Indiana State Route 933  South Bend, IN 46637-3244 574-277-9373
77Valparaiso, LLC, Valparaiso, IN, 1451 South Silhavy Road  Valparaiso, IN 46383 219-531-6424

IOWA
HGIK Hospitality, LLC, Ames, IA, 2100 Southeast 16th Street  Ames, IA 50010 515-232-5510
ABC Investment, Inc., Ankeny, IA, 6210 SE Convenience Blvd  Ankeny, IA 50021 515-261-4400
Apple Ten Hospitality Management, Inc., Cedar Rapids/North, IA, 1130 Park Place NE  Cedar Rapids, IA 52402 319-832-1130
Apple Ten Hospitality Management, Inc., Davenport, IA, 5290 Utica Ridge Road  Davenport, IA 52807 563-441-0001
Waterfront Lodging, Inc., Des Moines Downtown, IA, 120 SW Water Street  Des Moines, IA 50309 515-244-1650
Marshalltown LLC, Marshalltown, IA, 20 West Iowa Avenue  Marshalltown, IA 50158 641-753-6795
Mason City Hotel Associates, LLC, Mason City, IA, 2111 4th Street SW  Mason City, IA 50401 641-435-7500
Sioux City Lodging Partners LLC, Sioux City/South, IA, 5555 Sergeant Road  Sioux City, IA 51106 712-587-6984
Mills Civic Hotel Associates, LLC, West Des Moines/SW-Mall Area, IA, 6160 Mills Civic Parkway  West Des Moines, IA 50266 515-218-1110

KANSAS
BHC Lodging, L.C., Dodge City, KS, 4002 West Comanche  Dodge City, KS 67801 620-225-0000
Kansas Global Hotel, LLC, Kansas City-Merriam, KS, 7400 West Frontage Road  Merriam, KS 66203 913-722-0800
Kansas Lodging, LLC, Liberal, KS, 508 Hotel Drive  Liberal, KS 67901 620-604-0699
KSC Lodging, L.C., Mulvane I-35, KS, 785 Kansas Star Drive  Mulvane, KS 67110 316-524-3777
Raju C. Sheth, Wichita/Airport, KS, 7230 West Harry  Wichita, KS 67209 316-942-2000
Hotel Wichita Greenwich I Opco, L.L.C., Wichita/Northeast, KS, 2433 North Greenwich Road  Wichita, KS 67226 316-636-5594

KENTUCKY
Perry Hotel Group, Inc., Hazard, KY, 70 Morton Boulevard  Hazard, KY 41701 606-439-0902
Hopkinsville Hotel Company, LLC, Hopkinsville, KY, 210 Richard Mills Drive  Hopkinsville, KY 42240 270-886-8800
Prithvi, LLC, Louisville-East, KY, 1451 Alliant Ave  Louisville, KY 40299 502-809-9901

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EXHIBIT A

Pennyrile Hospitality, LLC, Madisonville, KY, 201 Ruby Drive   Madisonville, KY  42431  270-825-2226
Murray Hospitality LLC, Murray, KY, 1415 Lowes Drive   Murray, KY  42071  270-767-2226
NYK Hospitality, LLC, Newport/Cincinnati, KY, 222 York Street   Newport, KY  41071  859-415-0678
Bryant Downtown Hotel, LLC, Owensboro/Downtown-Waterfront, KY, 401 West 2nd Street   Owensboro, KY  42301  270-685-2005
Paducah Hospitality Partners, LLC, Paducah, KY, 3901 Coleman Crossing Circle   Paducah, KY  42001  270-442-0200
Barkley Lake Inn, Inc., Radcliff/Fort Knox, KY, 50 Bourbon Street   Radcliff, KY  40160  270-351-5777
Wilder Hospitality, L.L.C., Wilder, KY, 10 Hampton Lane   Wilder, KY  41076  859-441-3049

LOUISIANA
MIC AEX, LLC, Alexandria, LA, 6124 West Calhoun Drive   Alexandria, LA  71303-5067  318-445-4449
Red Stick Hospitality, LLC, Baton Rouge/Downtown, LA, 462 Lafayette Street   Baton Rouge, LA  70801  225-382-2100
Baton Rouge HPA, LLC, Baton Rouge/I-10 East, LA, 11271 Reiger Road   Baton Rouge, LA  70809  225-751-4600
BRP Investments, L.L.C., Baton Rouge/Port Allen, LA, 2755 Commercial Drive   Port Allen, LA  70767  225-389-6655
Harvey Hotel Investments, LLC, Harvey/New Orleans West Bank, LA, 1651 5th Street   Harvey, LA  70058  504-324-5688
Sunray Hospitality of Jennings, LLC, Jennings, LA, 310 W Fred Ruth Zigler Memorial Dr.   Jennings, LA  70546  337-824-2699
Lafayette Hotel Group, LLC, Lafayette, LA, 1910 S. College Road Lafayette, LA  70508  337-266-5858
Tom Christopoulos, Marksville, LA, 6896 Highway 1  Mansura, LA  71350  318-253-7576
Yogi Monroe, Inc., Monroe, LA, 5100 Frontage Road   Monroe, LA  71202  318-343-6910
Aaryan Hospitality, L.L.C., Morgan City, LA, 6365 Highway 182 East   Morgan City, LA  70380  985-221-4421
Jay Sachania & Arun Karsan, New Iberia, LA, 400 Spanish Towne Boulevard   New Iberia, LA  70560  337-321-6700
BRE NOLA Property Owner LLC, New Orleans Downtown (French Quarter Are, 226 Carondelet Street   New Orleans, LA  70130  504-529-9990
BRE NOLA Property Owner LLC, New Orleans-Convention Center, LA, 1201 Convention Center Blvd.   New Orleans, LA  70130  504-566-9990
Elmwood Hotel Company, L.L.C., New Orleans-Elmwood/Clearview Parkway Ar, 5150 Mounes Street   Harahan, LA  70123  504-733-5646
Sunrise Hospitality V, L.L.C., Shreveport/Bossier City at Airline Drive, 2691 Viking Drive   Bossier City, LA  71111  318-841-9700
Shree Ram Enterprises of Bossier, LLC, Shreveport/South, LA, 8340 Millicent Way   Shreveport, LA  71115  318-798-1320
Sunray Hospitality of Thibodaux, LLC, Thibodaux, LA, 826 North Canal Boulevard Thibodaux, LA  70301  985-446-0900

MAINE
Peter Anastos, Rockland, ME, 190 New County Road   Thomaston, ME  04861  207-594-6644
WELLS HOTEL, LLC, Wells/Ogunquit, ME, 900 Post Road Wells, ME  04090  207-646-0555

MARYLAND
Excel Holdings 8 LLC, Annapolis, MD, 124 Womack Drive   Annapolis, MD  21401  410-571-0200
Rockville-Padonia Enterprises, LLC, Baltimore North/Timonium, MD, 11 Texas Station Court Timonium, MD  21093  410-628-2800
MCRB Arundel 1 Tenant LLC, Baltimore-Arundel Mills/BWI, MD, 7027 Arundel Mills Circle Hanover, MD  21076  410-540-9225
131 East Redwood (Tenant), LLC, Baltimore-Inner Harbor, MD, 131 East Redwood Street Baltimore, MD  21202-1225  410-539-7888
Assurance Hospitality LLC, Baltimore/Woodlawn, MD, 1810 Belmont Avenue Windsor Mill, MD  21244  410-281-1111
Shankra, LLC, Camp Springs/Andrews AFB, MD, 5000 Mercedes Boulevard Camp Springs, MD  20746  240-5325510
BRE Polygon Property Owner LLC, Columbia-South, MD, 7045 Minstrel Way Columbia, MD  21046  410-381-3001
Park View Hotels, LLC, Edgewood/Aberdeen-South, MD, 2110 Emmorton Park Road Edgewood, MD  21040  410-670-6000
Taney Avenue Hotel Company, LLC, Frederick/Fort Detrick, MD, 1565 Opossumtown Pike Frederick, MD  21702  301-696-1565
BRE SSP Property Owner LLC, National Harbor/Alexandria Area, MD, 250 Waterfront St Oxon Hill, MD  20745  301-567-3531
Island Hotel Properties, Inc., Ocean City/Bayfront-Convention Center, M, 4301 Coastal Highway Ocean City, MD  21842  410-524-6263
EXHIBIT A

FRUITLAND PROPERTIES LLC, Salisbury/Fruitland, MD, 304 Prosperity Lane  Fruitland, MD  21826  410-548-1282
MCC Hospitality, LLC, Washington, DC North/Gaithersburg, MD, 960 North Frederick Avenue  Gaithersburg, MD  20879  301-990-4300

MASSACHUSETTS
Toole Properties 2006, Inc., Berkshires/Lenox, MA, 445 Pittsfield Rd  Lenox, MA  01240  413-499-1111
Crosstown Center Hotel LLC, Boston-Crosstown Center, MA, 811 Massachusetts Avenue  Boston, MA  02118  617-445-6400
FED Hotel Properties, LLC, Cape Cod/West Yarmouth, MA, 99 Route 28 West Yarmouth, MA  02673  508-862-9010
66 Greenfield, LLC, Greenfield, MA, 184 Shelburne Road  Greenfield, MA  01301  413-773-0057
Plymouth Hospitality, LLC, Plymouth, MA, 10 Plaza Way  Plymouth, MA  02360  508-747-5000
66 DKR, LLC, Springfield/Downtown, MA, 851 East Columbus Ave  Springfield, MA  01105  413-310-2300
Apple Eight Hospitality Massachusetts Services, Inc., Westford/Chelmsford, MA, 9 Nixon Road  Westford, MA  01886  978-392-1555
SXC Prescott Street Hotel LLC, Worcester, MA, 65 Prescott St  Worcester, MA  01605  508-886-9005

MICHIGAN
Ann Arbor Inn & Suites, Inc., Ann Arbor/West, MI, 2910 Jackson Avenue  Ann Arbor, MI  48103  734-994-1100
Detroit Airport Hotel Limited Partnership II, Detroit/Airport-Romulus, MI, 31700 Smith Road Romulus, MI  48174  734-595-0033
IMK LLC, Detroit/Canton, MI, 1950 Haggerty Road North  Canton, MI  48187  734-844-1111
Chesterfield Hospitality, Inc., Detroit/Chesterfield Township, MI, 45725 Marketplace Blvd  Chesterfield, MI  48051  586-948-2300
Stellar Hospitality Sterling, LLC, Detroit/Sterling Heights, MI, 36400 Van Dyke Avenue  Sterling Heights, MI  48312  586-276-0600
Galleria Of Troy, L.L.C., Detroit/Troy, MI, 100 Wilshire Drive Troy, MI  48084  248-247-3200
Okemos Hospitality Group, LLC, East Lansing/Okemos, MI, 2200 Hampton Place  Okemos, MI  48864  517-349-6100
Alpine Flint, L.L.C., Flint/Grand Blanc, MI, 6060 Rashelle Drive  Flint, MI  48507  810-234-8400
HSS GR 5200 Hotel Opco, L.L.C., Grand Rapids-Airport/28th Street, MI, 5200 28th Street SE  Grand Rapids, MI  49512  616-575-9144
Mid Towne Hospitality LLC, Grand Rapids/Downtown, MI, 433 Dudley Place NE  Grand Rapids, MI  49503  616-456-2000
78 Ninethstreet, LLC, Kalamazoo/Oshtemo, MI, 5059 South 9th Street  Kalamazoo, MI  49090  269-372-1010
LVP HMI Lansing Holding Corp., Lansing/West, MI, 900 North Canal Road  Lansing, MI  48917  517-999-7900
77-131 Petoskey, LLC, Petoskey, MI, 2200 Hampton Place  Petoskey, MI  49770  231-348-9555
Saginaw Hospitality, LLC, Saginaw, MI, 2695 Tittabawassee Rd  Saginaw, MI  48638  989-797-2220

MINNESOTA
fgd, LLC, Alexandria, MN, 2705 South Broadway Street  Alexandria, MN  56308  320-763-3360
Edgewater Management, LLC, Bemidji, MN, 1019 Paul Bunyan Drive South  Bemidji, MN  56601  218-751-3600
EOC Lino Lakes, LLC, Lino Lakes, MN, 579 Apollo Drive  Lino Lakes, MN  55014  763-746-7999
HMW, LLC, Minneapolis West/Minnetonka, MN, 10600 Wayzata Boulevard  Minnetonka, MN  55305  952-955-8855
Summit Hotel TRS 005, LLC, Minneapolis-St. Paul Airport, MN, 2860 Metro Drive  Bloomington, MN  55425  952-854-7600
Summit Hotel TRS 118, LLC, Minneapolis/Downtown, MN, 19 North 8th Street  Minneapolis, MN  55403  612-341-3333
Minneapolis Hotel Ventures L.L.C., Minneapolis/University Area, MN, 2812 University Avenue  Minneapolis, MN  55414  612-259-8797
Zenith Asset Company, LLC, Rogers, MN, 13550 Commerce Blvd  Rogers, MN  55374  866-918-2675
St. Cloud Lodging Associates, LLC, St. Cloud, MN, 145 37th Ave North  Saint Cloud, MN  56303  320-252-4448
VHRMR MINN LLC, St. Paul Downtown, MN, 200 West 7th St  St. Paul, MN  55102  651-224-7400

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MISSISSIPPI
Peachtree Columbus III, LLC, Columbus, MS, 1915 6th Street North  Columbia, MS  39701  662-245-1085
Lodging America at Grenada, LLC, Grenada, MS, 1545 Jameson Drive  Grenada, MS  38901  662-226-1886
Coastal Hospitality, L.L.C., Gulfport I-10, MS, 15580 Daniel Boulevard  Gulfport, MS  39503  228-539-0601
Jackson Downtown Hotels, L.L.C., Jackson Downtown-Coliseum, MS, 320 Greymont Avenue  Jackson, MS  39202  601-352-1700
Laurel Hotels I, Inc., Laurel, MS, 1509 Jefferson Street  Laurel, MS  39440  601-399-0659
Sunray Hospitality of McComb, LLC, McComb, MS, 109 Manisha Drive  McComb, MS  36968  601-249-4116
Prince Preferred Hotels Natchez LLC, Natchez, MS, 627 South Canal Street  Natchez, MS  39120  601-446-6770
Tupelo Hotel Enterprise, LLC, Tupelo/Barnes Crossing, MS, 1116 Carter Cove  Tupelo, MS  38804  662-821-0317
Inn of Vicksburg, Inc., Vicksburg, MS, 3330 Clay St.  Vicksburg, MS  39183  601-636-6100
West Point Hotel Group, LLC, West Point, MS, 5821 Highway 45 ALT S  West Point, MS  39773-412  662-494-7802
Certified Hospitality Corporation, Wiggins, MS, 1121 East Frontage Road  Wiggins, MS  35077  601-528-5255

MISSOURI
RBP Clayton LLC, Clayton/St. Louis-Galleria Area, MO, 216 N Meramec Avenue  Clayton, MO  63105  314-7270700
Stadium Lodging, LLC, Columbia (at the University of Missouri), 1225 Fellow's Place Boulevard  Columbia, MO  65201  573-214-2222
S & G, L.C., Kansas City-Country Club Plaza, MO, 4600 Summit  Kansas City, MO  64112  816-448-4600
Apple Nine Hospitality Management, Inc., St. Louis at Forest Park, MO, 5650 Oaklnd Ave.  Saint Louis, MO  63110  314-655-3993
Midamerica Hotels Corporation, St. Louis South-I-55, MO, 4200 MidAmerica Lane  Saint Louis, MO  63129  314-894-1900
Valley Lodging L.L.C., St. Louis/Chesterfield, MO, 5 McBride and Son Center Dr  Chesterfield, MO  63005  636-530-0770

MONTANA
Brosco Valley Lodging Investors, LLC, Billings West I-90, MT, 3550 Ember Lane  Billings, MT  59102  406-656-7511
Whitefish Lodging Investors, LLC, Whitefish, MT, 6340 US Hwy 93 South  Whitefish, MT  59937  406-730-8901

NEBRASKA
Salt Creek Hotel Associates, LLC, Lincoln/Northeast I-80, NE, 7343 Husker Circle  Lincoln, NE  68504  402-435-4600
Lavista Lodging Investors, LLC, Omaha Southwest/La Vista, NE, 12331 Southport Parkway  La Vista, NE  68128  402-895-2900
Apple Ten Hospitality Management, Inc., Omaha/Downtown, NE, 1212 Cuming Street  Omaha, NE  68102  402-345-5500
Western Hospitality, LLC, a NE llc, Scottsbluff, NE, 301 West Highway 26  Scottsbluff, NE  69361  308-635-5200

NEVADA
10 Hospitality LLC, Carson City, NV, 10 Hospitality Way  Carson City, NV  89706  775-885-8800
WPS LV Hotel, LLC, Las Vegas - Red Rock/Summerlin, NV, 4280 South Grand Canyon Dr  Las Vegas, NV  89147  702-227-3305
Western Hotel Partners LLC, Las Vegas Airport, NV, 6575 South Eastern Avenue  Las Vegas, NV  89119  702-647-8000
Ten Saints LLC, Las Vegas South, NV, 3245 St. Rose Parkway  Henderson, NV  89052  702-385-2200
Henderson Hospitality LLC, Las Vegas/Henderson, NV, 421 A Wshere Drive  Henderson, NV  89014  702-992-9292
Sharlands Hospitality, LLC, Reno West, NV, 900 Ambassador Drive  Reno, NV  89523  775-470-5555
LAXMI Hotels, LLC, Reno, NV, 10599 Professional Circle  Reno, NV  89511  775-336-2222

NEW HAMPSHIRE
Chatham Exeter HAS Leaseco, LLC, Exeter, NH, 59 Portsmouth Avenue  Exeter, NH  03833  603-658-5555
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Bedford Hotel Group, Inc., Manchester/Bedford, NH, 8 Hawthorne Drive  Bedford, NH  03110  603-623-2040
Olympia Equity Investors X, LLC, North Conway, NH, 1788 White Mountain Highway  North Conway, NH  03860  603-356-7736
Portwalk HI LLC, Portsmouth/Downtown, NH, 23 Portwalk Place  Portsmouth, NH  03801  603-430-3033
Tilton Lodging, LLC, Tilton, NH, 195 Laconia Rd.  Tilton, NH  03276  603-286-3400

NEW JERSEY
Calandra Development Corp., Fairfield, NJ, 118 US Highway 46 East  Fairfield, NJ  07004  973-575-5777
BRE Polygon Property Owner LLC, Mahwah, NJ, 290 Route 17 & Corporate Dr.  Mahwah, NJ  07430  201-828-2031
Harrison Waterfront Associates, LLC, Newark/Harrison-Riverwalk, NJ, 100 Passaic Avenue  Harrison, NJ  07029  973-483-1900
Parsippany Hospitality LLC, Parsippany/North, NJ, 3737 Route 46 East  Parsippany, NJ  07054  973-257-1600
Robbinsville Fieldhouse, LLC, Robbinsville, NJ, 153 West Manor Way  Robbinsville, NJ  08691  609-259-0300
H4 Vineland, LLC, Vineland, NJ, 2134 W. Landis Ave.  Vineland, NJ  08360  856-405-0600

NEW MEXICO
Laxmi Management, LLC, Albuquerque Airport, NM, 1300 Woodward Rd SE  Albuquerque, NM  87106  505-246-3574
Dreamcatcher ABQ North, LLC, Albuquerque North/I-25, NM, 4412 The 25 Way  Albuquerque, NM  87109  505-345-4500
Terrapin NM Operator LLC, Albuquerque-Coors Road, NM, 6150 Iliff Road NW  Albuquerque, NM  87121  505-833-3700
Permian Hotel I, LLC, Artesia, NM, 2501 South Permian Pavilion Loop  Artesia, NM  88210  575-746-0707
Laxsbad Laxmi, LLC, Carlsbad, NM, 120 Esperanza Circle  Carlsbad, NM  88220  575-725-5700
Sam V. Patel, Farmington, NM, 1500 Bloomfield Boulevard  Farmington, NM  87401  505-564-3100
Viren S. & Sangita V. Patel Revocable Trust dated, Gallup, NM, 1460 W. Maloney Avenue  Gallup, NM  87301  505-726-0900
Janak, Inc., Hobbs, NM, 5420 Lovington Highway  Hobbs, NM  88242  575-492-6000
Premier Hospitality, LLC, Las Cruces I-10, NM, 1641 Hickory Loop  Las Cruces, NM  88005  575-541-8777
Premier Hospitality II, LLC, Las Cruces I-25, NM, 2350 East Griggs Avenue  Las Cruces, NM  88001  575-527-8777
White Rock LLC, Los Alamos, NM, 124 State Highway 4  Los Alamos, NM  87544  505-672-3838
Visvas II, LLC, Roswell, NM, 3607 North Main  Roswell, NM  88201  575-623-5151

NEW YORK
Crosswinds Airport Development, LLC, Albany-Airport, NY, 45 British American Blvd.  Latham, NY  12110  518-782-7500
Albany Downtown Hotel Partners, LLC, Albany-Downtown, NY, 25 Chapel Street  Albany, NY  12210  518-434-1300
3708 Vestal Pkwy E., LLC, Binghamton/Vestal, NY, 3708 Vestal Parkway East  Vestal, NY  13850  607-797-5000
Downtown Lodging Associates, LLC, Buffalo-Downtown, NY, 220 Delaware Avenue  Buffalo, NY  14202  716-855-2223
Amit "Al" Patel, Buffalo/Airport, NY, 133 Buell Avenue  Cheektowaga, NY  14225  716-631-0200
Cazenovia Hospitality LLC, Cazenovia, NY, 25 Lakes Lk Cazenovia, NY  13035  315-655-7666
Sandalwood Hotels, LLC, Jamestown, NY, 4 West Oak Hill Road  Jamestown, NY  14701  716-484-7829
Adirondack Hospitality Corp., Lake George, NY, 213 Route 8  Lake George, NY  12845  518-668-4100
The Hotel at Mirror Lake, LLC, Lake Placid, NY, 801 Mirror Lake Drive  Lake Placid, NY  12946  518-5239500
LT Group, LLC, New Hartford, NY, 201 Woods Park Drive  Clinton, NY  13323  315-793-1600
ARDAK Hospitality LLC, Plattsburgh, NY, 586 State Route 3  Plattsburgh, NY  12901  518-324-1100
Lixi Poughkeepsie Hotel, Inc., Poughkeepsie, NY, 2361 South Road  Poughkeepsie, NY  12601  845-463-7500
Rochester True North Lodging, L.L.C., Rochester/Henrietta, NY, 280 Clay Road  Rochester, NY  14616  585-475-1300
Widewaters Victor Company, LLC, Rochester/Victor, NY, 7637 New York State Route 96  Victor, NY  14564  585-924-4400

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MJER 2000, LLC, Rockville Centre, NY, 125 Merrick Road  Rockville Centre, NY  11570  516-599-1700  
Turf Parillo, LLC, Saratoga Springs-Downtown, NY, 25 Lake Avenue  Saratoga Springs, NY  12866  518-584-2100  
Nicotra Hotel II, LLC, Staten Island, NY, 1120 South Avenue  Staten Island, NY  10314  718-477-1600  
Om Sai Syracuse, LLC, Syracuse Erie Blvd/I-690, NY, 3017 Erie Boulevard East  Syracuse, NY  13224  315-373-3033  
East Syracuse Lodging, LLC, Syracuse/Carrier Circle, NY, 6377 Court Street Road  East Syracuse, NY  13057  315-437-1060  
555 Storage Group, LLC, Yonkers - Westchester, NY, 559 Tuckahoe Road  Yonkers, NY  10710  914-963-3200  
FSG Yonkers Hotel LLC, Yonkers, NY, 160 Corporate Blvd.  Yonkers, NY  10701  914-377-1144  

NORTH CAROLINA  
South Asheville Hotel Associates, LLC, Asheville-I-26, NC, 18 Rockwood Road  Fletcher, NC  28732  828-687-8086  
Atlantic Beach Hospitality, Inc., Atlantic Beach, NC, 118 Salter Path Road  Pine Knoll Shores, NC  28512  252-247-5118  
Watauga Hospitality Associates, LLC, Boone, NC, 1252 US Highway 411 South  Boone, NC  28607  828-386-6464  
Parks Hotels, LLC, Burlington, NC, 2935 Saxon Drive  Burlington, NC  27215  336-584-8585  
Carolina Beach Hospitality, LLC, Carolina Beach Oceanfront, NC, 1 Harper Avenue  Carolina Beach, NC  28428  910-707-1770  
Sapphire Lodging LLC, Cashiers/Sapphire Valley, NC, 3245 US Highway 64 East  Sapphire, NC  28774  828-743-4545  
Tarheel Lodging II, LLC, Chapel Hill-Carrboro/Downtown, NC, 370 East Main Street, Unit 100  Carrboro, NC  27510  919-969-6988  
Blue Heaven Associates, LLC., Chapel Hill/Durham Area, NC, 6121 Farrington Road  Chapel Hill, NC  27517  919-403-8700  
Sovereign Hospitality of Little Rock, LLC, Charlotte-Airport, NC, 2731 Little Rock Road  Charlotte, NC  28214  704-394-6455  
LEI-BREI Charlotte Operating Company, LLC, Charlotte-Arrowood Rd., NC, 9110 Southern Pine Boulevard  Charlotte, NC  28273  704-525-3333  
Greensboro Hotel, Inc., Charlotte/Huntersville, NC, 10305 Wilmington Street  Huntersville, NC  28078  704-947-5510  
GNP Group of Pineville, LLC, Charlotte/Pineville, NC, 401 Towne Centre Blvd.  Pineville, NC  28134  704-889-2700  
Phillips Place Hotel Investors, LLC, Charlotte/SouthPark at Phillips Place, N, 6700 Phillips Place Court  Charlotte, NC  28210  704-319-5700  
Smith/Curry Hotel Group Kings Grant, LLC, Concord Charlotte, NC, 9850 Weddington Road Extension  Concord, NC  28027  704-979-5600  
CEZ, LLC, Dobson, NC, 150 Charlestowne Drive  Dobson, NC  27017  336-353-9400  
Innkeeper Properties, Inc., Durham-North I-85, 1542 North Gregson Street  Durham, NC  27701  919-688-8880  
Pramukh Hotel, Inc., Greensboro/Coliseum Area, NC, 3033 W. Gate City Blvd.  Greensboro, NC  27403  336-553-1818  
Apple Nine Hospitality Management, Inc., Holly Springs, NC, 1516 Ralph Stephens Road  Holly Springs, NC  27540-8884  919-552-7610  
Winston Jacksonville Fund Owner, LLC, Jacksonville, NC, 1032 Hampton Inn Way  Jacksonville, NC  28546  910-347-3400  
T.M.F. MOORESVILLE, LLC, Mooresville/Lake Norman, NC, 119 Gallery Center Dr.  Mooresville, NC  28117  704-660-7700  
Harrison Inn Corolla, LLC, Outer Banks/Corolla, NC, 333 Audubon Drive  Corolla, NC  27927  252-453-6565  
Quality Oil Company, LLC, Raleigh/Cary I-40 (PNC Arena), NC, 11 Hampton Woods Lane  Raleigh, NC  27607  919-233-1798  
RALGC LLC, Raleigh/Crabtree Valley, NC, 3920 Arrow Drive  Raleigh, NC  27612  919-881-7080  
Glenwood Hospitality Associates, LLC, Raleigh/Downtown, NC, 600 Glenwood Avenue  Raleigh, NC  27603  919-825-4770  
RAL-LOT 1, LLC, Raleigh/Durham Airport - Brier Creek, NC, 8021 Arco Corporate Drive  Raleigh, NC  27617  919-484-0505  
Capital Investment Associates II, LLC, Shelby, NC, 2001 B East Dixon Boulevard  Shelby, NC  28152  704-487-2800  
McPeake Triumph, LLC, Southern Pines/Pinehurst, NC, 200 Columbus Drive  Aberdeen, NC  28315  910-693-4330  
Swansons Ventures LLC, Swansboro Near Camp Lejeune, NC, 215 Old Hammock Road  Swansboro, NC  28584  910-325-9000  
andfall Hotel Group, LLC, Wilmington/Wrightsville Beach, NC, 1989 Eastwood Road  Wilmington, NC  28403  910-256-9600  
Patco Enterprises of Wilson, LLC, Wilson-I-95, NC, 5606 Lamm Road  Wilson, NC  27896  252-291-0330  

NORTH DAKOTA  
Roughrider Hotelities, LLP, Bismarck/Northwest, ND, 2020 Schafer Street  Bismarck, ND  58501  701-751-5656
Dickinson Lodging Associates, LLC, Dickinson, ND, 110 14th Street West  Dickinson, ND  58601  701-456-0100
Agassiz Hospitality LLC, Fargo, ND, 4776 Agassiz Crossing South  Fargo, ND  58103  701-356-8070
GFHIS LLC, Grand Forks, ND, 2985 42nd Street South  Grand Forks, ND  58201  701-757-2255
Bharat I. Patel, Jamestown, ND, 2700 8th Avenue Southwest  Jamestown, ND  58401  701-952-6500
Minot Hotel Partners, LLC, Minot/Airport, ND, 1400 North Broadway  Minot, ND  58703  701-838-1400
Williston Development Group, LLC, Williston, ND, 1515 14th Street West  Williston, ND  58801  701-774-5909

OHIO
Meander Hospitality Group IV, LLC, Canton, OH, 5256 Broadmoor Circle N.W.  Canton, OH  44709  330-491-4335
Studio Suites By Christopher, Ltd., Chillicothe, OH, 100 North Plaza Blvd.  Chillicothe, OH  45601  740-773-1616
Vine Street Hotel Partners, LLC, Cincinnati-Downtown, OH, 617 Vine Street, Suite A  Cincinnati, OH  45202  513-354-2430
Dylan Hospitality, LLC, Cincinnati-Mason, OH, 5232 Bardes Road  Mason, OH  45040  513-4928585
WC II, LLC, Cincinnati-Union Centre, OH, 9266 Schulze Drive  West Chester, OH  45069  513-341-2040
Sycamore Hills LLC, Cincinnati/Kenwood, OH, 2000 Ronald Reagan Drive  Cincinnati, OH  45236  513-794-0700
3000 Vine, LLC, Cincinnati/Uptown-University Area, OH, 3024 Vine Street  Cincinnati, OH  45219  513-281-2700
BAPU, Inc., Cleveland-Arpt/Middleburg Heights, OH, 7074 Engle Road  Middleburg Heights, OH  44130  440-234-0206
Streetsboro Hotel, LLC, Cleveland-Southeast/Streetsboro, OH, 800 Mondial Parkway  Streetsboro, OH  44241-4540  330-422-0500
Beachwood Lodging, LLC, Cleveland/Beachwood, OH, 3840 Orange Place  Beachwood, OH  44122  216-831-3735
Rock Hotel, Ltd., Cleveland/Independence, OH, 6020 Jefferson  Independence, OH  44131  216-520-2020
Ruchin, LLC, Cleveland/Mentor, OH, 5675 Emerald Ct.  Mentor, OH  44060  440-358-1441
Aruna Hilliard Hotel, LLC and Indus Hilliard Hotel, LLC, Columbus Hilliard, OH, 3950 Lyman Drive  Hilliard, OH  43026  614-334-1800
NTK Hotel Group II, LLC, Columbus-Downtown, OH, 501 North High Street  Columbus, OH  43215  614-559-2000
Ashford TRS Columbus Easton LLC, Columbus/Easton Area, OH, 4150 Stelzer Road  Columbus, OH  43230  614-473-9911
Buffalo-Columbus Lodging, LLC, Columbus/Polaris, OH, 8411 Pulsar Place  Columbus, OH  43240  614-885-8400
Riverview Hotel LLC, Columbus/University Area, OH, 3160 Olentangy River Road  Columbus, OH  43202  614-268-8700
YOR Investments, LLC, Dayton/Airport, OH, 180 Rockridge Road  Englewood, OH  45322  937-832-3333
Orchard Hospitality Corp., Dayton/Vandalia, OH, 7043 Miller Lane  Dayton, OH  45414  937-387-0598
Sunrise Hospitality, Inc., Elyria, OH, 1795 Lorain Boulevard  Elyria, OH  44036  440-324-7755
Sunrise Hospitality, Inc., Fremont, OH, 540 East County Rd 9  Fremont, OH  43420  419-332-7650
Sunrise Hospitality, Inc., Mansfield-South @ I-71, OH, 2220 South Main Street  Mansfield, OH  44907  419-774-1010
Woodcrest New Albany LP, New Albany Columbus, OH, 5220 Forest Drive  New Albany, OH  43054  614-855-8335
TMI of Niles OPCO, L.L.C., Niles/Warren, OH, 5581 Youngstown Warren Road  Niles, OH  44446  330-652-1277
North Coast Inn IV LLC, Sandusky/Milan, OH, 11608 US RT 250  Milan, OH  44846  419-499-8000
RK Hospitality, LLC, Springboro/Dayton Area South, OH, 25 Greenwood Lane  Springboro, OH  45066  937-743-2121
Shree Avdhut Partnership, Ltd., Toledo/North, OH, 5865 Hagman Rd.  Toledo, OH  43612  419-727-8725
MCRT2 Toledo Tenant LLC, Toledo/Perrysburg, OH, 9753 Clark Dr.  Rossford, OH  43460  419-662-8800
Westgate Hospitality, LLC, Toledo/Westgate, OH, 3434 Secor Road  Toledo, OH  43606  419-214-5555
Hometown Hospitality Group, Inc., Wilmington, OH, 201 Holiday Drive  Wilmington, OH  45177  937-382-4400
Michael A. Naffah, Youngstown/Canfield, OH, 6690 Ironwood Boulevard  Canfield, OH  44406  330-702-1900

OKLAHOMA
Nickie Inc., Ada, OK, 1220 Lonnie Abbott Boulevard  Ada, OK  74820  580-436-4040
Zenith Asset Company, LLC, Altus, OK, 3601 North Main Street  Altus, OK  73521  580-482-1273
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SHIV INN, LLC and SHIVAM PROPERTIES, LLC, Ardmore, OK, 526 Railway Express Street Ardmore, OK  73401  580-490-9011
Claremore Hospitality, LLC, Claremore, OK, 1811 S. Scissortail Avenue Claremore, OK  74017  918-965-1360
Magnolia Hospitality, LLC, Durant, OK, 3199 Shamrock Lane  Durant, OK  74701  580-924-0300
M.J.S. Hotel, LLC, Elk City, OK, 102 Regional Drive Elk City, OK  73644  580-225-2553
Southside Hotel, LLC, Enid, OK, 511 Demla Court Enid, OK  73701  580-234-4600
Janki Hotels LLC, Guthrie, OK, 401 Cimmaron Rd Guthrie, OK  73044  405-293-9595
Sonali Hotel Group, LLC, Lawton, OK, 2610 NW Cache Road Lawton, OK  73505  580-355-8200
Sajnik Lodging, LLC, McAlester, OK, 711 South George Nigh Expressway McAlester, OK  74501  918-302-3882
Neeha Hotels, LLC, Moore, OK, 614 NW 8th St. Moore, OK  73160  405-735-6821
Apple Nine Hospitality Management, Inc., Oklahoma City - Bricktown, OK, 300 East Sheridan Oklahoma City, OK  73104  405-232-3600
Krisha, LLC, Oklahoma City-South, OK, 920 S.W. 77th Street Oklahoma City, OK  73139  405-602-3400
Premier Hospitality Group #2, LLC, Oklahoma City/Airport, OK, 4333 SW 15th Street Oklahoma City, OK  73108  405-604-8000
Champ B. Patel, Pauls Valley, OK, 105 South Humphrey Boulevard Pauls Valley, OK  73075  405-238-7700
HISPONCA, LLC, Ponca City, OK, 2805 N. 14th Street Ponca City, OK  74601  580-765-3700
OSU Holdings, LLC, Stillwater West, OK, 615 S. Country Club Road Stillwater, OK  74074  405-332-5575
Stillwater Hospitality, L.L.C., Stillwater, OK, 717 East Hall of Fame Avenue Stillwater, OK  74075  405-743-1306
Leisure Hospitality, Inc., Tulsa North/Owasso, OK, 9009 North 121st East Avenue Owasso, OK  74055  918-609-6700
MCRT3 Tulsa Tenant LLC, Tulsa South-Bixby, OK, 8220 East Regal Place Tulsa, OK  74133  918-394-2000
Tri-Star Hotel Investments, Inc., Tulsa-Woodland Hills @ 7137th & Memorial, 7141 South 85th East Avenue Tulsa, OK  74133  918-294-3300
Roger’s County Hospitality, LLC, Tulsa/Catoosa, OK, 100 McNabb Field Road Catoosa, OK  74015  918-739-3939
Sheridan Properties, Inc., Tulsa/Central, OK, 3418 S. 79th East Avenue Tulsa, OK  74145  918-779-4000
Sheridan Properties, Inc., Tulsa/Tulsa Hills, OK, 7004 S. Olympia Ave. West Tulsa, OK  74132  918-340-5000
AHIP OK Woodward Enterprises, LLC, Woodward, OK, 2814 Williams Avenue Woodward, OK  73801  580-254-5050

OREGON
Pier 38 Marina & RV Park, LLC, Astoria, OR, 201 39th Street Astoria, OR  97103  503-325-8888
Ameritel Inns, Inc., Bend, OR, 730 SW Columbia Street Bend, OR  97702  541-388-3000
Nichols Hotel LLC, Hood River, OR, 1 Nichols Parkway Hood River, OR  97031  541-436-1600
Hillsboro Hotel II, L.C. and Hillsboro Ventures, LLC, Portland/Hillsboro-Evergreen Park, OR, 19999 NW Tanasbourne Drive Hillsboro, OR  97124  503-718-0006
Salem Hotel Investors, LLC, Salem, OR, 510 Hawthorne Avenue SE Salem, OR  97301  503-362-1300

PENNSYLVANIA
Liberty Hospitality Partners, L.P., Bartonsville, PA, 700 Commerce Blvd Stroudsburg, PA  18360  570-369-1400
Arcadia Hotel Venture No. 2., Inc., Bethlehem, PA, 200 Gateway Drive Bethlehem, PA  18017  610-868-2442
California Hotel Associates, Inc., California, PA, 200 Technology Drive Coal Center, PA  15423  724-330-5820
Onix Hospitality Concord, LLC, Chadds Ford, PA, 40 State Farm Drive Glen Mills, PA  19342  610-358-9540
WVA-FSH4, LP, Ephrata - Mountain Springs, PA, 380 East Main Street Ephrata, PA  17522  717-733-0661
Sunnyland Delaware, LLC, Grove City, PA, 4 Holiday Blvd. Mercer, PA  16137  724-748-5744
Capital Drive Hospitality, LLC, Harrisburg/North, PA, 30 Capital Drive Harrisburg, PA  17110  717-540-0900
Springwood Hospitality III, LP, Hershey Near the Park, PA, 195 Hershey Road Hummelstown, PA  17036  717-566-3369
BRE Hospitality PA Property Owner, LP, Hershey, PA, 749 E. Chocolate Avenue Hershey, PA  17033  717-533-8400
Kuber Hospitality LLC & Lakshmi Inc., Lamar, PA, 24 Hospitality Lane Mill Hall, PA  17751  570-726-3939

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WPAX, LTD., Mansfield, PA, 98 Dorsett Heights Mansfield, PA 16933 570-662-7500
WVA-FSH4, LP, Mount Joy/Lancaster West, PA, 2301 Strickler Road Manheim, PA 17545 717-653-5515
Castle Hospitality, LLC, New Castle, PA, 2608 W. State Street New Castle, PA 16101 724-656-0000
MLMT 2005-CIP 1 Stony Hill Lodging Limited Partnership, Newtown, PA, 1000 Stony Hill Road Yardley, PA 19067 215-860-1700
Irwin Hotel Associates, L.P., North Huntingdon-Irwin, PA, 8441 Country Club Drive North Huntingdon, PA 15642 724-8639900
F.I. of Montgomeryville Opco, L.L.C., Philadelphia Montgomeryville, PA, 121 Garden Golf Boulevard North Wales, PA 19454 215-412-8255
Bensalem Realty Enterprises, L.P., Philadelphia/Bensalem, PA, 3660 Street Road Bensalem, PA 19020 267-332-2200
Concord Hospitality Enterprises Company, Pittsburgh Airport South–Settlers Ridge, 5000 Campbells Run Road Pittsburgh, PA 15205 412-788-4440
The Buncher Company, Pittsburgh-Downtown, PA, 1247 Smallman Street Pittsburgh, PA 15222 412-288-4350
Harmarville Hotel Associates, LP, Pittsburgh/Harmarville, PA, 2805 Freeport Road Pittsburgh, PA 15238 412-423-1100
Ashford TRS Pittsburgh Meadowlands LLC, Pittsburgh/Meadow Lands, PA, 475 Johnson Road Washington, PA 15301 724-222-4014
Ashford TRS Pittsburgh Waterfront LLC, Pittsburgh/Waterfront-West Homestead, PA, 301 West Waterfront Drive West Homestead, PA 15120 412-462-4226
Hospitality W, LLC, Sharon, PA, 58 Winner Lane West Middlesex, PA 16159 724-528-3030
Shaner Hotel Group Limited Partnership, State College at Williamsburg Sq, PA, 1955 Waddle Road State College, PA 16803 814-231-1899
Sahaj Valley Forge Hospitality, LLC, Valley Forge/Oaks, PA, 100 Cresson Boulevard Phoenixville, PA 19460 610-676-0900
Millett Wilkes-Barre Pa, LLC, Wilkes-Barre/Scranton, PA, 876 Schechter Drive Wilkes-Barre, PA 18702 570-824-1005
Liberty Hospitality Partners, L.P., Williamsport-Faxon Exit, PA, 66 Liberty Lane Williamsport, PA 17701 570-601-5800
Central PA Equities 17, LLC, York/South, PA, 2159 South Queen Street York, PA 17402 717-741-0900

RHODE ISLAND
WM Hotel Group LLC, Newport/Middletown, RI, 317 West Main Road Middletown, RI 02842 401-848-6555
Weybosset Hotel LLC, Providence-Downtown, RI, 58 Weybosset Street Providence, RI 02903 401-608-3500
Hotel Warwick Opco, L.L.C., Providence/Warwick-Airport, RI, 2100 Post Road Warwick, RI 02886 401-739-8888
BRE NE Hospitality Property Owner LLC, Smithfield, RI, 945 Douglas Pike Smithfield, RI 02917 401-232-9200

SOUTH CAROLINA
Columbia Sun Hotel LLC, Bluffton-Sun City, SC, 29 William Pope Drive Bluffton, SC 29909 843-705-9000
Northbridge Associates, LLC, Charleston/Mt. Pleasant IOP, SC, 1104 Isle of Palms Connector Mount Pleasant, SC 29464 843-856-3900
West Ashley Ventures, LLC, Charleston/West Ashley, SC, 678 Citadel Haven Drive Charleston, SC 29414 843-573-1200
Innkeeper of Hopewell, Inc., Clinton, SC, 201 East Corporate Center Drive Clinton, SC 29325 864-938-1040
Radlex III, Inc., Florence-Civic Center, SC, 3000 West Radio Drive Florence, SC 29501 843-629-9900
Radlex IV, Inc., Florence-North/I-95, SC, 1735 Stokes Road Florence, SC 29501 843-662-7000
FM Hotel, LLC, Fort Mill, SC, 1520 Carolina Place Drive Fort Mill, SC 29708 803-578-2600
Vintel Hotel Parkway LLC, Greenville Airport, SC, 128 The Parkway Greenville, SC 29615 864-263-5555
Greenville RHP Holdings, LLC, Greenville-Downtown, SC, 171 RiverPlace Greenville, SC 29601 864-271-8700
Hartsville Ventures, LLC, Hartsville, SC, 203 East Carolina Ave. Hartsville, SC 29550 843-332-2128
Myrtle Beach Oceanfront Inn, LLC, Myrtle Beach/Oceanfront, SC, 1801 South Ocean Boulevard Myrtle Beach, SC 29577 843-946-6400
University Ventures, LLC, North Charleston/University Blvd, SC, 2688 Fernwood Drive North Charleston, SC 29406 843-735-7500
Naman Orangeburg II, LLC, Orangeburg, SC, 749 Citadel Road Orangeburg, SC 29118 803-937-5800
Serene Hospitality, LLC, Seneca-Clemson Area, SC, 1011 East North 1st Street Seneca, SC 29678 864-482-2900

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Vintel Hotel Spartanburg, LLC, Spartanburg I-26-Westgate Mall, SC, 801 Spartan Boulevard  Spartanburg, SC  29301  864-699-2222

SOUTH DAKOTA
Aberdeen Lodging Group, L.L.C., Aberdeen, SD, 3216 7th Ave. S.E.  Aberdeen, SD  57401  605-262-2600
Shree Nathji, Inc., Brookings, SD, 3017 Lefevre Drive  Brookings, SD  57006  605-697-5232
Watertown Lodging Associates, LLC, Watertown, SD, 2720 9th Avenue SE  Watertown, SD  57201  605-878-1800

TENNESSEE
Vision Chattanooga Hamilton Place II, LLC, Chattanooga-Hamilton Place, TN, 2014 Hamilton Place Boulevard  Chattanooga, TN  37421  423-602-7840
Vision Chattanooga 4th Street LLC, Chattanooga/Downtown, TN, 400 Chestnut Street  Chattanooga, TN  37402  423-693-0500
J&S Clarksville Hospitality, LLC, Clarksville, TN, 3091 Clay Lewis Road  Clarksville, TN  37040  931-378-6070
Apple Nine Hospitality Management, Inc., Jackson, TN, 150 Campbell Oaks Drive  Jackson, TN  38305  731-427-6100
Sachchidanand Hotel Papermill, Inc., Knoxville Papermill Drive, TN, 601 N Weisgarber Road  Knoxville, TN  37919  865-693-5400
Sachchidanand Operations, Inc., Knoxville-Downtown, TN, 618 West Main Street  Knoxville, TN  37902  865-522-5400
NF II/CI Knoxville Op Co, LLC, Knoxville-Turkey Creek/Farragut, TN, 11340 Campbell Lakes Drive  Knoxville, TN  37934  865-966-0303
LodgingSmith Hospitality, LLC, Knoxville/North I-75, TN, 5411 Pratt Road  Knoxville, TN  37912  865-689-1011
Lebanon Platinum, LLC, Lebanon, TN, 1065 Franklin Road  Lebanon, TN  37090  615-444-3445
Omkar Associates, Manchester, TN, 1143 Woodbury Hwy  Manchester, TN  37355  931-728-9528
Beale Street Hotel Operator, Inc., Memphis, at Beale Street, TN, 175 Peabody Place  Memphis, TN  38103  901-260-4000
Cordova Hotel, LLC, Memphis-Galleria, TN, 2935 N. Germantown Rd.  Bartlett, TN  38133  901-382-2050
KVRamani, Inc., Millington, TN, 8838 U.S. Highway 51 North  Millington, TN  38053  901-872-4435
SunRise Hospitality, LLC, Mt. Juliet, TN, 5001 Crossings Circle  Mount Juliet, TN  37122  615-553-5900
Murfreesboro HPA, LLC, Murfreesboro, TN, 325 North Thompson Lane  Murfreesboro, TN  37129  615-890-2424
Pinnacle Hospitality Partners, LLC, Nashville at Opryland, TN, 230 Rudy Circle  Nashville, TN  37214  615-620-2500
Tara of Nashville, LLC, Nashville-Airport, TN, 583 Donelson Pike  Nashville, TN  37214  615-885-4242
LCP Nashville Operator LLC, Nashville-Downtown, TN, 310 4th Avenue South  Nashville, TN  37201  615-277-5000
GH COMPANY, LLC, Nashville-Green Hills, TN, 2324 Crestmoor Road  Nashville, TN  37215  615-777-0001
2330 Elliston, LLC, Nashville-Vanderbilt-Elliston Place, TN, 2330 Elliston Place  Nashville, TN  37203  615-320-6060
ARC Hospitality Portfolio I MISC TRS, LLC, Nashville/Franklin (Cool Springs), TN, 7141 South Springs Dr.  Franklin, TN  37067  615-771-7225
Ernst-Western Corporation, Nashville/Hendersonville, TN, 111 Saundersville Rd  Hendersonville, TN  37075  615-751-5066
Summit Hotel TRS 089, LLC, Nashville/Smyrna, TN, 2573 Highwood Blvd  Smyrna, TN  37167  615-355-8432
East TN Holdings, LLC & Nelson Holdings, LLC, Pigeon Forge on the Parkway, TN, 2025 Parkway  Pigeon Forge, TN  37863  865-428-1600
B & H Lodging, LLC, Sevierville at Stadium Drive, TN, 105 Stadium Drive  Kodak, TN  37764  865-465-0590

TEXAS
AP-HN LLC, Abilene I-20, TX, 3526 West Lake Road  Abilene, TX  79601  325-673-4400
Apple Nine Hospitality Texas Services, Inc., Allen, TX, 830 West Stacy Road  Allen, TX  75013  214-495-7667
Amarillo West, LLC, Amarillo West, TX, 6901 I-40 West  Amarillo, TX  79106  806-467-9997
Vidhi Hotels, Ltd., Amarillo-East, TX, 7777 I-40 East  Amarillo, TX  79118  806-418-2000
Austin VHR SPE, LLC, Austin @ The University/Capitol, TX, 1701 Lavaca Street  Austin, TX  78701  512-499-8881
TXHP Buda 2 Opco, L.L.C., Austin South/Buda, TX, 1201 Cabelas Drive  Buda, TX  78610  512-295-4900
Austin Airport HPA, LLC, Austin-Airport, TX, 7712 E. Riverside Drive  Austin, TX  78744  512-389-1616
Summit Hotel TRS 117, LLC, Austin-Downtown/Convention Center, TX, 200 San Jacinto Blvd.  Austin, TX  78701  512-472-1500

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<th>Company/Location</th>
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<td>Sanjay Enterprises I, Ltd.</td>
<td>Austin/Cedar Park-Lakeline, TX, 10811 Pecan Park Blvd, Austin, TX 78750 512-249-0045</td>
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<td>Lakeway Hospitality, LP</td>
<td>Austin/Lakeway, TX, 2013 Ranch Road 620 South, Lakeway, TX 78734 512-263-7474</td>
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<td>Soft Hotels, LLC, Bastrop</td>
<td>240 South Hasler Boulevard, Bastrop, TX 78602 512-321-2898</td>
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<td>Fortress Lodging, L.L.C.</td>
<td>Bay City, TX, 4617 7th Street, Bay City, TX 77414 979-245-7100</td>
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<td>Payal Hotel Enterprises, Inc.</td>
<td>Big Spring, TX, 805 West I-20 Highway, Big Spring, TX 79720 432-264-9800</td>
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<td>D&amp;L Hotel Investments I, LLC</td>
<td>Boerne, TX, 34935 IH-10 West, Boerne, TX 78006 830-816-8800</td>
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<td>Borger Properties, Inc.</td>
<td>Borger, TX, 1415 West Wilson Street, Borger, TX 79007 806-273-2494</td>
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<td>SRI Hospitality &amp; Resorts I LP</td>
<td>B renham, TX, 2605 Schulte Boulevard, Brenham, TX 77833 979-337-9898</td>
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<td>Jugrasa L.L.P., Brownsville</td>
<td>TX, 3000 N. Expressway, Brownsville, TX 78526 956-548-0005</td>
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<td>Shivshambu, Inc., Buffalo</td>
<td>2624 West Commerce Street, Buffalo, TX 75831 903-322-2223</td>
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<td>Port Arthur Hospitality Partners</td>
<td>Ltd., Center, TX, 141 Express Boulevard, Center, TX 75935 936-598-4447</td>
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<td>4H Hotels, LLC, Childress</td>
<td>TX, 400 Madison Avenue, Childress, TX 79201 940-937-3500</td>
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<td>Cleburne Lodging LLC, Cleburne</td>
<td>TX, 1996 West Henderson Street, Cleburne, TX 76033 817-641-7770</td>
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<td>U.S. Lodging, L.P., College Station North, TX</td>
<td>925 Earl Rudder Freeway, College Station, TX 77845 979-694-2100</td>
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<td>Colleyville Lodging, LLC</td>
<td>1200 State Hwy 121, Colleyville, TX 76034 817-3185000</td>
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<td>Ohm Guru Krupa, L.L.C., Conroe</td>
<td>I-45 North, TX, 2242 Stoneside Road, Conroe, TX 77303 936-539-1888</td>
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<td>H.I.S. of Corpus Christi Opco, L.</td>
<td>Corpus Christi, TX, 5879 South Padre Island Drive, Corpus Christi, TX 78412 361-985-0505</td>
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<td>Raju G. Bhagat, Corpus Christi-</td>
<td>I-37/Navigation Blvd., TX, 917 North Navigation Boulevard, Corpus Christi, TX 78408 361-884-4444</td>
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<td>Reliable Hospitality, LLC</td>
<td>Corsicana-I-45, TX, 623 Bryant’s Way, Corsicana, TX 75109 903-872-2238</td>
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<td>Atrium TRS III, L.P., Dallas</td>
<td>Mesquite, TX, 1700 Rodeo Drive, Mesquite, TX 75149 972-329-3100</td>
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<td>Supreme Bright Dallas Subtenant</td>
<td>LLC, Dallas / Downtown, TX, 1700 Commerce Street, Dallas, TX 75201 214-290-9090</td>
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<td>Pegasus Lodging, Ltd.</td>
<td>Dallas Market Center, TX, 3051 N Stemmons Freeway, Dallas, TX 75247 214-631-1300</td>
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<td>AD-MAR Properties, LLC</td>
<td>Dallas-Arlington Rth/Entertainment Dist, 2200 Brookhollow Plaza Drive, Arlington, TX 76006 817-652-9562</td>
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<td>Cockrell Hill Hospitality, LLC</td>
<td>Dallas-Cockrell Hill/I-30, TX, 1718 North Cockrell Hill Road, Dallas, TX 75211 214-634-1800</td>
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<td>Supreme Bright Grapevine II, LLC</td>
<td>Dallas-DFW Airport North-Grapevine, TX, 1750 North Highway 121, Grapevine, TX 76051 972-471-5000</td>
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<td>Dallas Hotels ATE LLC, Dallas</td>
<td>DFW Arpt W-SH 183-Hurst, TX, 1600 Hurst Town Center Drive, Hurst, TX 76054 817-503-7777</td>
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<td>Lowen Vista Ridge I, LP, Dallas</td>
<td>Lewisville, TX, 2650 Lake Vista Drive, Lewisville, TX 75067 972-315-3200</td>
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<td>Atlantic Colony Venture I, LLC</td>
<td>Dallas-The Colony, TX, 3650 Plano Parkway, The Colony, TX 75056 469-362-1111</td>
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<td>Apple Nine Hospitality Texas</td>
<td>Services II, Inc., Dallas/Arlington-South (I-20), TX, 1100 East I-20, Arlington, TX 76016 817-419-3700</td>
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<td>Sudarshan Majmudar, Dallas</td>
<td>DeSoto, TX, 1311 East Centre Park Boulevard, DeSoto, TX 75115 972-228-0200</td>
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<td>Sports Village Hospitality-Frisco</td>
<td>LLC, Dallas/Frisco North-Fieldhouse USA, TX, 6070 Sports Village Road, Frisco, TX 75033 972-668-4200</td>
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<td>Airport South Hotels, LP</td>
<td>Dallas/Ft. Worth Airport South, TX, 4201 Reggis Court, Ft Worth, TX 76155 817-952-3080</td>
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<td>Shinn Plano Hospitality, Ltd.</td>
<td>Dallas/Plano-East, TX, 2813 E. President George Bush Hwy, Plano, TX 75074 972-509-4500</td>
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<td>TXHP Decatur Opco, L.L.C.,</td>
<td>Decatur, TX, 110 South U.S. Highway 287, Decatur, TX 76234 940-627-4900</td>
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<td>Merchant Hospitality Ltd.</td>
<td>Del Rio, TX, 2219 Bedell Avenue, Del Rio, TX 78840 830-775-9700</td>
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<td>Rajesh K. Patel, Gurdashan Singh,</td>
<td>and Amarjit Kaile, Denison, TX, 3415 Ansley Road, Denison, TX 75020 903-464-9010</td>
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<td>Castleblack Denton Operator, LLC</td>
<td>Denton, TX, 1513 Center Place Drive, Denton, TX 76205 940-891-4900</td>
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<td>Dumas Development, L.P., Dumas</td>
<td>TX, 2010 South Dumas Avenue, Dumas, TX 79029 806-935-6666</td>
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<td>ARC Hospitality S W N INT T C R S</td>
<td>LP, El Paso-Airport, TX, 6635 Gateway Blvd, West El Paso, TX 79925 915-771-6644</td>
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<td>Patelmang, LLC, El Paso-East, TX</td>
<td>12055 Gateway West Boulevard, El Paso, TX 79936 915-8721215</td>
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<td>VISVAS III LP, El Paso-West, TX</td>
<td>6411 South Desert Boulevard, El Paso, TX 79932 915-833-7000</td>
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<td>Sagamore-Fort Worth, LP, Fort</td>
<td>Worth-Alliance Arpt N, TX, 13600 North Freeway, Fort Worth, TX 76177 817-439-0400</td>
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<td>Fossil Creek Land Partners, Inc.</td>
<td>Fort Worth-Fossil Creek, TX, 3850 Sandshell Drive, Fort Worth, TX 76137 817-439-8300</td>
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EXHIBIT A

Summit Hotel TRS 009, LLC, Fort Worth-West/I-30, TX, 2700 Green Oaks Road  Fort Worth, TX  76116  817-732-8585
Atul Masters & Hena Masters, Fort Worth/Forest Hill, TX, 6555 Park Brook  Forest Hill, TX  76140  817-551-7775
Kenneth K. Kothe, Fredericksburg, TX, 515 East Main Street  Fredericksburg, TX  78624  830-997-9696
Apple Nine Hospitality Texas Services IV, Inc., Ft. Worth-Burleson, TX, 13251 Lake Court  Fort Worth, TX  76028  817-295-2727
Gainesville Hospitality, Ltd., Gainesville, TX, 4325 North Interstate 35  Gainesville, TX  76240  940-612-4300
Isha Realty, Inc., Galveston, TX, 6431 Central City Boulevard  Galveston, TX  77551  409-744-5600
Lalani GTTX Holdings, LLC, Georgetown, TX, 160 River Oaks Cove  Georgetown, TX  78626  512-688-5300
Greenville Lodging, Ltd., Greenville, TX, 3001 Kari Lane  Greenville, TX  75402  903-457-9200
Tri-City Hotel LLC, Harlingen, TX, 1202 Ed Carey Drive  Harlingen, TX  78550  956-428-9800
SRUTI HOSPITALITY, INC., Houston I-10 Central, TX, 5820 Katy Freeway  Houston, TX  77007  713-869-9211
HOUSTXHI PROPERTY, LP, Houston I-10 West Park Row, TX, 18014 Park Row Drive  Houston, TX  77084  281-578-6700
Greenspoint Hospitality, LP, Houston North IAH, TX, 707 North Sam Houston Pkwy East  Houston, TX  77060  281-447-6400
Intercontinental Enterprises, LLC, Houston-Bush Intercontinental Arpt, TX, 15831 John F. Kennedy Blvd  Houston, TX  77032  281-442-4600
Wagon Point L.L.C., Houston-Cypress Station, TX, 150 Wagon Point Drive  Houston, TX  77090  281-866-0404
KSSGH 2 LLC, Houston-League City, TX, 2320 Gulf Freeway South  League City, TX  77573  281-614-5437
Chatham Houston HAS Leaseco LLC, Houston-Medical Ctr-Astrodome, TX, 1715 Old Spanish Trail  Houston, TX  77054  713-797-0040
Bill Patel, Houston-Westchase, TX, 6440 West Sam Houston Parkway South  Houston, TX  77072-1620  281-530-7776
HDP 1960, LLC, Houston/Atascocita, TX, 19108 Moon Trail Dr  Humble, TX  77346  832-995-5125
LEEPAT LLC, Houston/Clear Lake-NASA Area, TX, 506 West Bay Area Blvd. Webster, TX  77598  281-332-7952
KEIV Hospitality, LLC, Houston/Katy, TX, 22055 Katy Freeway  Katy, TX  77450  281-391-1000
Sonoros Two, L.L.C., Houston/Pasadena, TX, 4741 East Sam Houston Parkway South  Pasadena, TX  77505  281-998-3300
Guru Krishna Corporation, Houston/Rosenberg, TX, 3312 Vista Drive  Rosenberg, TX  77471  281-341-9393
Huntsville Hotel Group LLC, Huntsville, TX, 120 Ravenwood Village Drive  Huntsville, TX  77340  936-439-5228
OVP LLC, Hutto Austin, TX, 327 Ed Schmidt Boulevard  Hutto, TX  78634  512-846-2992
Telephone Investments Inc., La Porte, TX, 1328 Highway 146 South  La Porte, TX  77571  281-842-9566
KILPAN I, LP, Lake Jackson-Clute, TX, 1121 Hwy 332  Clute, TX  77531  979-265-3200
Legacy Park Hotel Operator, Inc., Legacy Park/Frisco, TX, 3199 Parkwood Boulevard  Frisco, TX  75034  972-712-8400
TXHP Longview 1 Opco, L.L.C., Longview-North, TX, 3044 Eastman Road  Longview, TX  75605  903-663-8670
ANG Lubbock Hospitality, LLC, Lubbock-Southwest, TX, 5614 Englewood Avenue  Lubbock, TX  79424  806-797-9600
Lufkin Hospitality, Ltd., Lufkin, TX, 4400 South First Street  Lufkin, TX  75901  936-699-2500
Castleblack Mansfield Operator II, LLC, Mansfield, TX, 1640 Hwy 287 North  Mansfield, TX  76063  817-539-0060
Valley Affiliates, Ltd., McAllen, TX, 10 West Expressway 3  McAllen, TX  78501  956-661-1100
McKinney Investors Group, LLC, McKinney, TX, 2008 North Central Expressway  McKinney, TX  75069  972-542-6622
Cricket Inv., Ltd., Mission, TX, 2505 Victoria Drive  Mission, TX  75752  956-682-0333
JSN Hospitality Group, Inc., Missouri City, TX, 4909 Highway 6  Missouri City, TX  77459  281-208-7901
Titan Hospitality, Ltd., Mt. Pleasant, TX, 2504 West Ferguson Street  Mount Pleasant, TX  75455  903-572-7100
Seven West Irving Hospitality, LLC, Nacogdoches, TX, 3625 South Street  Nacogdoches, TX  75964  936-560-9901
Pinakin "Pat" Patel, New Braunfels, TX, 575 Hwy 46 South  New Braunfels, TX  78130  830-608-0123
Northgate 2013 Hotel I, LLC, North Houston Spring, TX, 23523 Northgate Crossing Blvd  Spring, TX  77373  281-528-7400
Palentine Lodging, LLC, Palestine, TX, 2700 South Loop 256  Palestine, TX  75801  903-723-0016
Kelly-Pharr Investors, Ltd., Pharr, TX, 300 West Nolana Loop  Pharr, TX  78577  956-781-1116
Port A Hospitality, LP, Port Aransas, TX, 2208 Highway 361  Port Aransas, TX  78373  361-749-8888
White Flint Partners, Ltd., Port Arthur, TX, 7660 Memorial Blvd.  Port Arthur, TX  77642  409-722-6999

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EXHIBIT A

Xeonic Investment Group, Inc., Rockport/Fulton, TX, 3677 Highway 35 North  Rockport, TX  78382  361-727-2228
SAT Airport, Inc., San Antonio Airport, TX, 8902 Jones Maltsberger Rd.  San Antonio, TX  78216  210-558-3999
HPTN Brooks City Base, LLC, San Antonio Brooks City Base Area, TX, 8202 City Base Landing  San Antonio, TX  78235  210-3334800
SAT West Enterprise, Inc., San Antonio Northwestern/Medical Center, TX, 11426 IH-10 West  San Antonio, TX  78230  210-697-8900
Ace Flores, LLC, San Antonio-Downtown/Market Square, TX, 411 South Flores Street  San Antonio, TX  78204  210-212-7000
B & J Hotel, LP, San Antonio/Northeast I-35, TX, 6718 N Interstate 35  San Antonio, TX  78218  210-599-4800
Tri-Star Hotel Group, L.P., San Marcos, TX, 106 I H 35  San Marcos, TX  78666  512-754-7707
Silverwest-I Schertz (H) LLC, Schertz, TX, 17702 IH-35 North  Schertz, TX  78154  210-566-6110
Selma Thirty Thirty, LLC, Selma-San Antonio-Randolph AFB Area, TX, 14655 IH-35N Access Road  Selma, TX  78154  210-590-3388
Sunstone Hospitality Inc., Stephenville, TX, 910 South Harbin Drive  Stephenville, TX  76401  254-918-5400
Apple Nine Services Texarkana, Inc., Texarkana/Central Mall Area, TX, 4601 Cowhorn Creek Road  Texarkana, TX  75503  903-832-3499
14100 Medical Complex Drive, LLC, Tomball, TX, 14100 Medical Complex Drive  Tomball, TX  77377  281-357-1500
Hydra Hotels LLC, Trophy Club - Fort Worth North, TX, 525 Plaza Drive  Trophy Club, TX  76262  682-831-1572
Kalina Hospitality, LLC, Tyler-South, TX, 8962 S. Broadway Avenue  Tyler, TX  75703  903-630-7272
TXHP Waco 1 Opco, L.L.C., Waco-South, TX, 2501 Market Place Drive  Waco, TX  76711  254-662-9500
WAX HOTELS, LLC, Waxahachie, TX, 210 Civic Center Lane  Waxahachie, TX  75165  972-923-0666
Hiral & Anil Patel Partnership, Winnie, TX, 318 Spur 5  Winnie, TX  77665  409-296-3525

UTAH

Andromeda Hospitality Group, Inc., Ogden, UT, 2401 Washington Boulevard  Ogden, UT  84401  801-394-9400
Hospice, L.C., Orem, UT, 851 West 1250 South  Orem, UT  84058  801-426-8500
Rockford Hotels LLC, Park City, UT, 6609 N. Landmark Drive  Park City, UT  84098  435-645-0900
Pacifica Salt Lake City LP, Salt Lake City-Airport, UT, 307 North Admiral Byrd Road  Salt Lake City, UT  84116  801-530-0088
Shreya Management, Inc., Salt Lake City/Farmington, UT, 332 West Park Lane  Farmington, UT  84025  801-451-7999
Dee’s Foothill Investments, LLC, Salt Lake City/University-Foothill Dr, U, 1345 S. Foothill Drive  Salt Lake City, UT  84108  801-583-3500
Glen Black Descendant’s Trust, Salt Lake City/West Jordan, UT, 3923 W. Center Park Dr.  West Jordan, UT  84084  801-280-7300
Springdale Hospitality, LLC, Springdale/Zion National Park, UT, 1127 Zion Park Boulevard  Springdale, UT  84767  435-627-9191

VIRGINIA

Midtown L.L.C., Charlottesville-at the Univ., VA, 900 W. Main Street  Charlottesville, VA  22903  434-923-8600
Battlefield Hotel, LLC, Chesapeake-Battlefield Blvd., VA, 1421 North Battlefield Boulevard  Chesapeake, VA  23320  757-819-5230
MRK Hospitality Inc., Chesapeake/Suffolk/Portsmouth, VA, 4449 Peek Trail  Chesapeake, VA  23321  757-465-7000
Island Waterfront Hotel L.L.C., Chincoteague-Waterfront, VA, 4179 Main Street  Chincoteague, VA  23336  757-336-1616
Aji US Properties, LLC, Exmore/Eastern Shore, VA, 4129 Lankford Highway P.O. Box 189  Exmore, VA  23350  757-442-7722
Seven Corners Hospitality, LLC, Falls Church, VA, 6430 Arlington Boulevard  Falls Church, VA  22042  703-538-1000
Celebrate 1080, LLC, Fredericksburg-at Celebrate Virginia, VA, 1080 Hospitality Lane  Fredericksburg, VA  22401  540-786-5530
AMDM II, LLC, Fredericksburg-South, VA, 4800 Market Street  Fredericksburg, VA  22408  540-898-5000
JAI Herndon Hotel, LLC, Herndon/Reston, VA, 435 Herndon Pkwy  Herndon, VA  20170  703-230-1600
Leesburg Inn & Suites, LLC, Leesburg, VA, 117 Fort Evans Road NE  Leesburg, VA  20176  703-669-8640
HLA Hotel, Inc, Lynchburg, VA, 3600 Liberty Mountain Drive  Lynchburg, VA  24502  434-608-1224
BRE SSP Property Owner LLC, Mt. Vernon/Belvoir-Alexandria South Area, 8843 Richmond Highway  Alexandria, VA  22304  703-619-7026

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Norfolk Hotel II, LLC, Norfolk-Airport, VA, 1511 USAA Drive  Norfolk, VA  23502  757-605-9999
700 Main Master Tenant, LLC, Richmond-Downtown, VA, 700 East Main Street  Suite A  Richmond, VA  23219  804-643-5400
Sunstone Corporation, Richmond-Virginia Center, VA, 1101 Technology Park Dr  Glen Allen, VA  23059  804-261-2266
Nobility Investments, LLC, Richmond/Glenside, VA, 5406 Glenside Drive  Richmond, VA  23228  804-756-1777
DSA Roanoke, LLC, Roanoke Airport, VA, 5033 Valley View Blvd. North  Roanoke, VA  24012  540-366-6300
South Commonwealth Partners, LLC, Roanoke-Downtown, VA, 27 Church Avenue SE  Roanoke, VA  24011  540-400-6000
Smithfield Hotel, LLC, Smithfield, VA, 200 Vincents Crossing  Smithfield, VA  23430  757-365-4760
Crystal City Hospitality LLC, Washington Reagan National Arpt/Crystal, 200 Jefferson Davis Highway  Arlington, VA  22202  703-418-8181
Dulles Sterling Hospitality, LLC, Washington/Dulles Int’l Arpt, VA, 22700 Holiday Park Drive  Sterling, VA  20166  703-537-7800
Nick-Nick, Inc., Williamsburg-Central, VA, 718 Bypass Road  Williamsburg, VA  23185  757-229-7330
LH&H, LLC, Woodstock, VA, 1150 Motel Drive  Woodstock, VA  22664  540-459-7111

WASHINGTON
Palmetto Hospitality of Bellevue, LLC, Bellevue Downtown-Seattle, WA, 11405 Northeast 2nd Place  Bellevue, WA  98004  425-453-4100
Hotel Concepts of Kitsap, LLC, Bremerton, WA, 150 Washington Avenue  Bremerton, WA  98337  360-405-0200
BDM Properties, LLC, Burlington, WA, 1860 South Burlington Boulevard  Burlington, WA  98233  360-757-7100
Lexmar Hospitality, LLC, DuPont, WA, 800 Station Drive  DuPont, WA  98327  253-912-4444
Glen Black Descendant’s Trust, Olympia/Lacey, WA, 4301 Martin Way E  Olympia, WA  98516  360-459-5000
BHP LLC, Pasco/Tri-Cities, WA, 6826 Burden Boulevard  Pasco, WA  99301  509-7921660
Vancouver Hotel Investors LLC, Portland/Vancouver, WA, 315 SE Olympia Drive  Vancouver, WA  98684  360-891-3000
Lynnwood Inns, Inc., Seattle North/Lynnwood, WA, 19324 Alderwood Mall Parkway  Lynnwood, WA  98036  425-771-1888
Sky Hospitality, LLC, Seattle-Airport/28th Ave, 18850 28th Avenue South  SeaTac, WA  98188  206-244-5044
PCY Corporation, Inc., Seattle-Downtown, WA, 700 Fifth Avenue North  Seattle, WA  98109  206-282-7700
Royal Hospitality, LLC, Seattle/Federal Way, WA, 31720 Gateway Center Boulevard S.  Federal Way, WA  98003  253-946-7000
Tri States Development - Kent, LLC, Seattle/Kent, WA, 21109 66th Avenue South  Kent, WA  98032  253-872-8811
Northgate Lodging, LLLP and Alta Properties, LLC, Seattle/Northgate, WA, 9550 1st Ave NE  Seattle, WA  98115  206-522-6991
Woodinville Hotel Investors L.L.C., Seattle/Woodinville, WA, 19211 Woodinville Snohomish Rd. NE  Woodinville, WA  98072  425-788-9247
Spokane WV Hotel LLC, Spokane Valley, WA, 16418 E. Indiana Avenue  Spokane Valley, WA  99216  509-928-6900
Hosmer Street  Tacoma, WA  98408  253-539-2288
PVI, LLC, Tacoma/Puyallup, WA, 1515 South Meridian  Puyallup, WA  98371  253-770-8880
Capri Blue Mountain, LLC, Walla Walla, WA, 1531 Kelly Place  Walla Walla, WA  99369  509-525-1398

WEST VIRGINIA
Hotel Jefferson Crossing, LLC, Charles Town, WV, 157 Pimlico Drive  Charles Town, WV  25414  304-725-2200
Parkersburg, WV 912 LLC, Parkersburg Downtown, WV, 920 Emerson Avenue  Parkersburg, WV  26104  304-428-0555
RSV Wheeling, LLC, Wheeling - The Highlands, WV, 35 Bob Wise Drive  Triadelphia, WV  26059  304-547-4222

WISCONSIN
Lake Hallie Lodging LLC, Chippewa Falls, WI, 12707 30th Avenue  Chippewa Falls, WI  54729  715-726-3000
Grafton Hotel Associates, LLC, Grafton, WI, 2633 Washington Street  Grafton, WI  53024  262-474-1000
Hudson Hotel Associates LLC, Hudson, WI, 2610 Pearson Drive  Hudson, WI  54016  715-952-9959

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EXHIBIT A

125th Avenue Hotel, LLC, Kenosha, WI, 7300 125th Avenue Kenosha, WI 53142 262-358-9800
La Crosse Hotel Group LLC, La Crosse/Downtown, WI, 511 3rd Street N. La Crosse, WI 54601 608-791-4004
MSNW SPE Hotel II, LLC, Madison West, WI, 483 Commerce Drive Madison, WI 53719 608-271-0200
Bassett Johnson, LLC, Madison/Downtown, WI, 440 West Johnson Street Madison, WI 53703 608-255-0360
Milwaukee Hotel Equity LLC, Milwaukee Downtown, WI, 176 W. Wisconsin Avenue Milwaukee, WI 53203 414-271-4656
West Allis Hotel Ventures, LLC, Milwaukee West, WI, 8201 W. Greenfield Avenue West Allis, WI 53214 414-436-2300
FF&E, LLC, Milwaukee/Franklin, WI, 6901 S. 76th Street Franklin, WI 53132 414-427-4800
West Bend Hotel Associates, LLC, West Bend, WI, 1975 South 18th Avenue West Bend, WI 53095 262-438-1500

WYOMING
Timberline Hospitalitys, LLC, Buffalo, WY, 85 US Highway 16 East Buffalo, WY 82834 307-684-8899
JMJ Hospitality Inc., Casper, WY, 1100 N. Poplar Road Casper, WY 82601 307-235-6668
Wyoming Hotel Holdings, LLC, Green River, WY, 1055 Wild Horse Canyon Road Green River, WY 82935 307-875-5300
WHI - Pinedale, LLC, Pinedale, WY, 55 Bloomfield Avenue Pinedale, WY 82941 307-367-6700
Riverton Hotel Development L.L.C., Riverton, WY, 2500 North Federal Blvd Riverton, WY 82501 307-856-3500

PUERTO RICO
Caribbean Hotel Developers, S.E., San Juan, Puerto Rico, 6530 Isla Verde Avenue San Juan, Puerto Rico 00979 787-791-8777

SIGNED BUT NOT OPENED

ALABAMA
Pine Holdings L.L.C., Saraland Mobile, AL, NWQ of I-65 and State Hwy 158 Saraland, AL 36571

ARIZONA
Mountain View Hotel, LLC, Flagstaff East, AZ, 990 N. Country Club Dr. Flagstaff, AZ 86004
Zenith Asset Company, LLC, Phoenix Scottsdale Shea Blvd, AZ, 10101 North Scottsdale Road Scottsdale, AZ 85253
Kuber-Ramdas Investments, LLC, Tempe/Phoenix Airport, AZ, 1550 S. 52nd Street Tempe, AZ 85281 480-410-6400
6300 Marana, L.L.C., Tucson Marana, AZ, 6300 W Marana Center Blvd Tucson, AZ 85742

ARKANSAS
River Valley Lodging, LLC, Conway, AR, Sanders St at Fendley Dr Conway, AR 72032

CALIFORNIA
HI Anaheim, LLC, Anaheim, CA, 100 & 130 W. Katella Avenue Anaheim, CA 92802
Ocean Park Hotels-BLT, LLC, Buellton/Santa Ynez, CA, 600 McMurray Road Buellton, CA 93427 805-686-0988
A.B. Hospitality, Inc., Buena Park, CA, 7307 Artesia Blvd Buena Park, CA 90621
Smart Investments, Inc., Claremont, CA, 721 S Indian Hill Blvd Claremont, CA 91711
Fletcher Hotel LP, El Cajon, CA, 100 Fletcher Parkway El Cajon, CA 92020
Mayur N, LLC, El Cerrito, CA, NWQ of San Pablo Ave and Cutting Bl El Cerrito, CA 94530
Blue Diamond Hospitality, LLC, Gilroy, CA, 5975 Travel Park Circle Gilroy, CA 95070

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CSP Hospitality LLC, Indio, CA, Spectrum Street (South of Showcase Pkwy) Indio, CA 92003
Tides Hospitality LLC, Irvine/Orange County Airport, CA, 2182 & 2192 Dupont Drive Irvine, CA 92612
Aishan, LLC, Los Angeles County Hospital, CA, 1030 N. Soto St. Los Angeles, CA 90033
ESPY MANAGEMENT, LLC, Los Angeles/Hollywood, 1133 Vine Street Hollywood, CA 90038 323-656-5545
4110 West 3rd Street, LLC, Los Angeles/Korea town, CA, 301 S. Harvard Blvd/4110 W. 3rd Str Los Angeles, CA 90020
Palmetto Hospitality of Santa Monica II, LLC, Los Angeles/Santa Monica, CA, 501 Colorado Avenue Santa Monica, CA 90401 310-260-1100
Marina Hospitality LLC, Marina, CA, 120 Reservation Road Marina, CA 93933
Leo Hotelier Group, LLC, Mission Viejo, CA, 28682 Marguerite Pkwy Mission Viejo, CA 92692 949-429-5222
HINB, LLC, Murrieta, CA, 25140 Hancock Ave. Murrieta, CA 92562 951-6918820
KTM Hospitality Group, LLC, Ontario Rancho Cucamonga, CA, 11669 Foothill Blvd. Rancho Cucamonga, CA 91750
All Four One LLC, Placerville, CA, State Highway 50 and Jacquier Road Placerville, CA 95667
Ivar Eagle, LLC, Rosemead, CA, 3520 Ivar Ave Rosemead, CA 91770
Jackson IV, LLC, Sacramento at CSUS, CA, 1817 65th Street Sacramento, CA 95817
7th and Island, LLC, San Diego/Gaslamp, CA, 502-538 7th Avenue (corner of Island) San Diego, CA 92101
LSH 1, LLC, San Diego/Liberty Station, CA, NWQ of N. Harbor Dr. & Kincaid Rd. San Diego, CA 92101
KKS Hospitality Investment LLC, San Jose Airport, CA, 2116 North 1st St San Jose, CA 95131
Founder’s Investment Corporation, San Mateo, CA, 2940 S. Norfolk Street San Mateo, CA 94403
Ishwar Realty, LLC, Santa Maria, CA, NEQ of Preisker Lane & N. Broadway Santa Maria, CA 93454
Heritage Inn of Santa Rosa, LLC, Santa Rosa, CA, Lot 2, Parcel Map 735, Airway Dr. Santa Rosa, CA 95403
Sunnyvale Hospitality, LLC, Sunnyvale/Silicon Valley, CA, 861 East El Camino Sunnyvale, CA 94087
Devan LLC, Torrance, CA, 535 Maple Ave Torrance, CA 90503
699 Ygnacio LLC, Walnut Creek, CA, 699 Ygnacio Valley Walnut Creek, CA 94596
Elite Hospitality Group, LLC, Watsonville, CA, 1715 West Beach Street Watsonville, CA 95076

COLORADO
Shri Vinayak Inc., Aurora South, CO, 2525 S. Anaheim St. Aurora, CO 80014
Maruti Properties LLC, Lafayette Medical Center, CO, 317 Exempla Circle Lafayette, CO 80026
Oliver Companies, Inc., Lakewood, CO, 2535-76 S. Wadsworth Blvd. Lakewood, CO 80227

CONNECTICUT
BLD Hotel Owner, LLC, Bridgeport/Steelpointe Harbor, CT, 325 Stratford Avenue Bridgeport, CT 06608
Lotus Hospitality, Inc., Rocky Hill-Hartford South, CT, 685 Cromwell Rd Rocky Hill, CT 06067

FLORIDA
Aanya Hospitality, Inc., Jacksonville/Orange Park, FL, 141 Park Avenue Orange Park, FL 32073 904-502-6380
Macclesy Hospitality, LLC, Macclesy I-10, FL, NWQ of Hodges Road and 6th Street Macclesy, FL 32063
Peacock Hotel LLC, Mary Esther-Fort Walton Beach, FL, 301 Hollywood Boulevard Mary Esther, FL 32569 850-581-7000
Hotel Three LLC, Miami Kendall, FL, near Tamiami Airport in Kendall Miami, FL 33186
Midtown Lodging LLC, Miami Midtown, FL, 3450 Biscayne Boulevard Miami, FL 33137 786-581-0600
JL Orlando Hotel 4, LLC, Orlando/Flamingo Crossings, FL, Flamingo Crossing Pad H-3 Orlando, FL
Rida Associates Limited Partnership, Orlando/South I-4-Champions Gate, FL, Laura Lane Davenport, FL 33896
Southeastern Investment PC, LLC, Panama City Beach/Beachfront, FL, 15505 Front Beach Rd Panama City Beach, FL 32413 850-235-4650
Thomas Speno, Port Orange I-95, FL, 5811 Williamson Boulevard Port Orange, FL 32128

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EXHIBIT A

Rebco Ventures, LLC, Sarasota Downtown, FL, 209 Cokoanut Avenue  Sarasota, FL  34236
Inn at Tallahassee, LLC, Tallahassee Capital - University, FL, Railroad Ave. & w. Gaines Street  Tallahassee, FL  32304
Sarai Busch Garden LLC, Tampa Busch Gardens Area, FL, 3333 East Busch Boulevard  Tampa, FL  33612  813-344-5605
Wynne Building Corporation, West Melbourne-Palm Bay Road, FL, 4520 West Durham Drive  Melbourne, FL  32904

GEORGIA
Buckhead Place Hotel Company, LLC, Atlanta Buckhead Place, GA, NWQ of Peachtree Road NE and Piedmont Road NE  Atlanta, GA  30305
Vision Decatur, LLC, Atlanta Decatur/Emory, GA, 116 Clairemont Avenue  Decatur, GA  30030
NP 15th Street, LLC, Atlanta-Midtown, GA, 1231 West Peachtree Street  Atlanta, GA  30309
Welcome Group of Hospitality Inc., Atlanta/Marietta, GA, 2137 Kingston Court  Marietta, GA  30067
One Court, L.P., Johns Creek Duluth, GA, 6440 East Johns Crossing  Duluth, GA  30097

IDAHO
KTRI Two, LLC, Rexburg, ID, 1175 S Hwy 191  Rexburg, ID  83440

ILLINOIS
RRZ Real Estate, LLC, Chicago Burr Ridge, IL, North Frontage Rd & Estancia Center  Burr Ridge, IL  60527
Waukegan Star Real Estate LLC, Chicago/Waukegan, IL, SW Corner of Fountain Square Place & Belvidere Road  Waukegan, IL  60085
Marigold Lodging Inc., Pekin (Peoria Area), IL, NEQ of Route 9 & Van de Ver Ave. Outlot 5 of East Court Village  Pekin, IL  61554

INDIANA
PK Commerce Crossing, LLC, Indianapolis/Keystone, IN, River Crossing Blvd & Commerce Crossing  Keystone, IN  46240
Jali LLC, West Lafayette, IN, 160 Tapawingo Drive  West Lafayette, IN  47906  765-269-8000

IOWA
Altoona Hospitality, LLC, Altoona Des Moines, IA, 215 Adventureland Drive NW  Altoona, IA  50009  515-9675774
Huckleberry Hotel, LLC, Burlington, IA, 3001 Winegard Drive  Burlington, IA  52601
Midwest Hotel Management, Inc., Des Moines/Urbandale, IA, 8811 Plum Dr.  Urbandale, IA  50322  515-252-7000
Jeffrey G. Lamont, Fort Dodge, IA, 302 31st Street South  Fort Dodge, IA  50501

KANSAS
Kerry W. Boekelheide, Overland Park South, KS, SWQ of Hwy 69 and 135th St  Overland Park, KS  66223

MAINE
275 Route 1, LLC, Kittery, ME, 275 US Route 1  Kittery, ME  03904
Portland Hotels Inn, Inc., Portland West, ME, 1200 Brighton Ave  Portland, ME  04102

MARYLAND
MEGHA, Inc., Baltimore/Aberdeen, MD, 795 West Bel Air Avenue  Aberdeen, MD  21001  410-273-0202
Ocean II Group, LLC, Ocean City West, MD, 12708 Ocean Gateway Hwy  Ocean City, MD  21842
Lanham Lodging, LLC, Washington D.C./Lanham, MD, 2901 Campus Way North  Lanham, MD  20706

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EXHIBIT A

PVG FIVE HOSPITALITY INC, Boston/Stoughton, MA, 449 Page Street  Stoughton, MA  02072
KW WALTHAM LLC, Boston/Waltham, MA, 135 Second Avenue  Waltham, MA  02451
FM Hospitality, LLC, Foxborough - Mansfield, MA, 369 Central Street  Foxborough, MA  02035

MICHIGAN
Allstate Hotels LLC, Bay City, MI, 3901 Traxler Court  Bay City, MI  48706  989-778-2555
Big Rapids Inn & Suites, Inc., Big Rapids, MI, Waldron Way  Big Rapids, MI  49307
Midtown Hospitality, LLC, Detroit, MI, 4 E. Alexandrine St., Unit 2  Detroit, MI  48201
Allen Park Inn & Suites, Inc., Detroit/Allen Park, MI, Southfield Freeway & Enterprise Dr  Allen Park, MI  48101
Woodheaven Enterprises Inc., Detroit/Warren, MI, 32035 Van Dyke Ave  Warren, MI  48093
Wixom Inn & Suites, Inc., Detroit/Wixom, MI, 49025 Alpha Dr  Wixom, MI  48393  248-3480170
Grandville Inn & Suites, Inc., Grandville, MI, 4755 Wilson  Grandville, MI  49418
Howell Hospitality, Inc., Howell, MI, Intersection of Latson Road and Interstate 96  Howell, MI  48843
Sunrise Hospitality, Inc., Ypsilanti, MI, Intersection of I-94 & S. Huron St.  Ypsilanti, MI  48197

MINNESOTA
James P. Koehler, Duluth North/Mall Area, MN, 1002 Mall Drive  Duluth, MN  55811  218-4817707
Biren D. Patel, St. Paul/Oakdale, MN, NWQ of 4th Street N & Imperial Avenue N  Oakdale, MN  55128

MISSISSIPPI
DBH Coastal Hotels, LLC, D’Iberville I-10, MS, NWQ of I-10 at Exit 46 next to H2S  Diberville, MS  39540
Sonny Bhakta, Gulfport/Beach Boulevard, MS, 400 Beach Drive  Gulfport, MS  39501
Ridgeland Hotel Group, Inc., Jackson/Ridgeland, MS, NWQ of Steed Rd & South Lake Avenue  Ridgeland, MS  39157  601-605-9477

MISSOURI
AHG Hotels, LLC, Kansas City Downtown Crossroads, MO, 1521 Main Street Corner Main & 16th  Kansas City, MO  64108

MONTANA
Montana Keystone Ventures, LLC, Bozeman, MT, Baxter Ln & 11th Ave  Bozeman, MT  59715

NEVADA
Olympia Gaming (CRS) Sparks, LLC, Reno/Sparks, NV, 100 Legends Bay Drive  Sparks, NV  89434
Love’s Hospitality, LLC, Wells, NV, 1091 Cobre St  Wells, NV  89835

NEW JERSEY
FSG Bridgewater Hotel LLC, Bridgewater, NJ, 1277 Route 22 West  Bridgewater, NJ  08807  908-7229910
JP Land Holdings Inc., Deptford, NJ, 1251 Hurffville Road  Deptford, NJ  08096
Prince Hotels LLC, Mount Laurel/Moorrestown, NJ, 2020 Briggs Road  Mount Laurel, NJ  08054
Wayne Chu, Somerset, NJ, 600 Atrium Drive  Somerset, NJ  08873
Glenpointe Associates III, Teaneck/Glenpointe, NJ, Junction of Glenwood Avenue and Oak  Teaneck, NJ  07666
HB Weehawken Hotel, LLC, Weehawken Lincoln Harbor, NJ, 1300 Harbor Blvd.  Weehawken, NJ  07087

NEW YORK
EXHIBIT A

90-75 Sutphin Realty LLC, Jamaica AirTrain JFK, NY, 90-75 Sutphin Blvd. Jamaica, NY 11435
Martin J. Milano, Newburgh - Stewart Airport, NY, 1 Crossroads Court Newburgh, NY 12550 845-567-9100
Prima Terra Properties, LLC, Syracuse-North (Airport Area), NY, 1305 Buckley Road Syracuse, NY 13212

NORTH CAROLINA
South Asheville Hotel Associates, LLC, Asheville Biltmore Area, NC, 835 Brevard Road Asheville, NC 28806
Biltmore Farms Hotel Group III, LLC, Asheville Biltmore Village, NC, 117 Hendersonville Road Asheville, NC 28803 828-277-1800
ANJAN, L.L.C., Cary, NC, 1000 Winstead Drive Cary, NC 27513
Scaleybark Partners, LLC, Charlotte Scaleybark Station, NC, 3804 South Boulevard Charlotte, NC 28217
Naman Cascade, LLC, Charlotte Airport Lake Pointe, NC, 2300 Cascade Pointe Blvd Charlotte, NC 28208
Toringdon Hotel Partners, LLC, Charlotte Ballantyne, NC, 11935 North Community House Rd Charlotte, NC 28277 704-372-2226
Innkeeper Motor Lodge, Inc., Charlotte Northlake, NC, 7911 West W.T Harris BLVD Charlotte, NC 28216
Steele Creek Partnership, LLC, Charlotte Steele Creek Road, NC, NWQ of I-485 & Steele Creek Road (Outlet Center) Charlotte, NC 28273
Daly Holdings, Inc., Durham/North Campus/Medical Center, NC, 2630 Erwin Road & 700 LaSalle Stree Durham, NC 27705
Naman Wilmington II, LLC, Fayetteville, NC, 2065 Cedar Creek Road Fayetteville, NC 28312
Hotel One Incorporated, Forest City, NC, 197 Sparks Drive Forest City, NC 28043
Greensboro Downtown Hotel, Inc., Greensboro Downtown, NC, 332 South Greene Street Greensboro, NC 27401
Knightdale Ventures, LLC, Knightdale Raleigh, NC, Hinton Oaks Blvd E., N. of NEQ Hinton Oaks Blvd&Knightdale Blvd. Knightdale, NC 27545
Creekside Lodgings, LLC, Lenoir, NC, 312 Wilkesboro Blvd SE Lenoir, NC 28645
Prateek Chandak, Pittsboro, NC, 700 East Business Pittsboro, NC 27312
Baby Appa, LLC, Rockingham, NC, 740 East US Highway 74 Business Rockingham, NC 28379
Winston-Salem Hotel, Inc., Winston-Salem Downtown, NC, 235 North Cherry Street Winston-Salem, NC 27101

OHIO
Rama Tika Developers, LLC, Alliance, OH, 1831 West State Street Alliance, OH 44601 330-680-4052
Tara SPK Hospitality LLC, Ashland, OH, 2055 East Main Street Ashland, OH 44805 419-903-0900
Oakwood Hospitality LLC, Cleveland/Oakwood Village, OH, 23300 Oakwood Commons Drive Oakwood Village, OH 44146
Columbus Southeast Hotel Group, LLC, Columbus/Scioto Downs, OH, 5950 S. High Street Columbus, OH 43137 614-4913800
Tashi Hospitality, Inc., Xenia, OH, Northwest quadrant of Hospitality Drive and Progress Drive Xenia, OH 45385

OKLAHOMA
HILALVA, LLC, Alva, OK, Hwy 281 & Hwy 64 Alva, OK 73717
4H Hotels, LLC, Guymon, OK, 1206 NE 6th Street Guymon, OK 73942
Meera-Niam, LLC, Norman-Conference Center Area, OK, SEQ of Conf. Drive & 24th Ave NW Norman, OK 73069
HIL OKC, LLC, Oklahoma City/Quail Springs, OK, 5400 NW 135th St. Oklahoma City, OK 73142
Continental Overseas, LLC and Bhanumati, LLC, Pryor, OK, 419 Mid-America Drive Pryor, OK 74361
Stroud Hospitality, LLC, Stroud, OK, SEQ pf O-44 & Ada Webb Dr. Stroud, OK 74079
HIA Hospitality, LLC, Tulsa Airport, OK, 2203 N. 77th East Avenue Tulsa, OK 74115
One Place Hospitality, LLC, Tulsa Downtown, OK, 211 West 3rd Street Tulsa, OK 74103 918-949-6900

OREGON
Morgan Lodging LLC, Grants Pass, OR, 110 NE Morgan Lane Grants Pass, OR 97526
Hackett Hospitality Group, LLC, Oregon City, OR, 415 17th Street Oregon City, OR 97045

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EXHIBIT A

Pearl District Lodging Associates, LLC, Portland/Pearl District, OR, 354 NW 9th Ave. 354 NW 9th Ave. Portland, OR 97209 503-222-5200
Hanna Hospitality, VII, LLC, Roseburg, OR, NEQ of I-15 and Garden Valley Blvd Roseburg, OR 97470
DVKOCR, LLC, Tigard, OR, SE 69th Street and Clinton Street Tigard, OR 97223

PENNSYLVANIA
Donald B. Rodgers, Cranberry Township/Mars, PA, SE Corner of Cranberry Woods Drive and Long Cranberry Township, PA 16066
Scott's Bayfront Hotel, LLC, Erie/Bayfront, PA, Lot 5 Bayfront Parkway Erie, PA 16501
Stanton Hospitality, LLC, New Stanton, PA, Those parcels consisting of: tax ID New Stanton, PA 15672
Lester Enterprises, Inc., Philadelphia/Airport South-Essington, PA, 535 South Governor Printz Blvd. Lester, PA 19029
Pinnacle Holdings - II, LLC, Philadelphia/Media, PA, 415 S Providence Rd. Media, PA 19063
West Carson Associates, Inc., Pittsburgh/West Carson St., PA, 1217 West Carson Street Pittsburgh, PA 15219
SMG Warrington L.L.C., Warrington, PA, 201 Metro Drive Warrington, PA 18976

SOUTH CAROLINA
Spring Street Ventures, LLC, Charleston Spring Street, SC, 3246 Spring Street Charleston, SC 29403
International Boulevard Ventures III, LLC, Hampton Inn & Suites Charleston Airport, 3020 Montague Avenue North Charleston, SC 29418 843-990-5100
Hotel Systems, Inc., Richburg, SC, 3062 Lancaster HWY Richburg, SC 29729
Naman Walterboro II, LLC, Walterboro, SC, 61 Cane Branch Road Walterboro, SC 29488

TENNESSEE
Berry Farms Hotel Partners, LLC, Franklin Berry Farms, TN, 7101 Berry Farms Crossing Franklin, TN 37064 615-599-3700
Germantown Neshoba Hotel Partners, LLC, Memphis Germantown, TN, 1680 S Germantown Rd. Germantown, TN 38138 901-309-0555
Robert G. Schaedle, III, Nashville Downtown Capitol View, TN, 11th avenue and Jo Johnson Avenue Nashville, TN 37203
Skyline Hospitality, LLC, Nashville North - Skyline Center, TN, 3441 Dickerson Pike Nashville, TN 37207
Rakesh J. Govindji and Raman G. Dayal, Nashville/Goodlettsville, TN, 860 Conference Drive Goodlettsville, TN 37072

TEXAS
Vista Host, Inc, Austin-North, TX, NEQ of I-35 and Parmer Lane Austin, TX 78753
KM Hotels, LLC, Cedar Park North Austin, TX, NWQ of E Whitestone Blvd and Discovery Blvd Cedar Park, TX 78613
Packery Point Hotel, Ltd., Corpus Christi / N Padre Island, TX, NWQ of S Padre Island Drive and Marina Park Blvd Corpus Christi, TX 78418
Portland Hotel, LP, Corpus Christi / Portland, TX, 1801 Hwy 181 Portland, TX 78374 361-777-1500
Meadow Hospitality, LP, Dallas - Central Expy / North Park Area, 10370 North Central Expressway Dallas, TX 75231 214-361-0033
Richardson Lodging II, LLC, Dallas/Richardson, TX, 2250 N. Glenville Drive Richardson, TX 75082 972-231-9800
SWH Duncanville LLC, Duncanville Dallas, TX, SEQ of I-20 and N Main St Duncanville, TX 75116
Fort Worth Downtown Lodging, LLC, Fort Worth Downtown, TX, 210 East 9th Street Fort Worth, TX 76107
Eastchase Hospitality, LLC, Fort Worth Eastchase, TX, NEQ of I-30 and Eastchase Blvd Fort Worth, TX 76120
OM Hospitality Inc., Houston / Hwy 6, TX, 2205 Barker Oaks Drive Houston, TX 77077
Birju "BJ" Patel, Houston East Beltway 8, TX, SWQ of Beltway 8 and Karissa Ct Houston, TX 77049
Avalon Sugar Land Hospitality, LLC, Houston/Sugar Land, TX, SWQ of Hwy 6 and Hwy 90 Sugar Land, TX 77479
TIG Town Center Hotel LP, Keller, TX, NEQ of Bear Creek Pkwy and Rufe Sno w Dr Keller, TX 76248
Jagir Hospitality LLC, Lake Worth, TX, 6400 Shady Oaks Manor Drive Fort Worth, TX 76135
Plano Hotel Group, LLC, Plano Dallas, TX, NEQ of Central Expy and W Parker Rd Plano, TX 75074
Bishi LLC, San Antonio East, TX, 6059 IH-10 East San Antonio, TX 78219

(018316-002419 00255695.DOCX; 1)
EXHIBIT A

SAT LIVE OAK, LLC, San Antonio Loop 410 / Hwy 151, TX, 1719 Cable Ranch Road San Antonio, TX  78245
Resaca Investments Ltd., South Padre Island, TX, NEQ of State Park Rd 100 and Beach South Padre Island, TX  78597
Jacobson Hotels, Inc., The Woodlands Shenandoah, TX, SWQ of I-45 and Country Lane The Woodlands, TX  77384

UTAH
MMR Investments, LLC, North Logan, UT, 2240 N Main St North Logan, UT  84341
Sun River Hotel Group LC, St. George Sun River, UT, NWQ of Pioneer Rd & Sun River Pkwy St George, UT  84790

VERMONT
Manchester Hotel Associates II, LLC, Manchester, VT, 4495 Maine Street Manchester, VT  05255
Champlain School Apartments Partnership, South Burlington, VT, 1068 Williston Road South Burlington, VT  05403

VIRGINIA
Grant Investment Properties, LLC, Arlington Rosslyn, VA, 1501 Arlington Blvd. Arlington, VA  22209
H3YMB, LLC, Culpeper, VA, Lovers Lane & James Madison Pky. Culpeper, VA  22701
SP Hotel LLC, Richmond Short Pump, VA, 12341 West Broad Street Richmond, VA  23233
Sunil Mehta, Tappahannock, VA, Intersection of Tappahannock Blvd & Hobbs Hole Drive Tappahannock, VA  22560

WASHINGTON
Swiss Hotel Leavenworth, LLC, Leavenworth, WA, 11686 River Bend Rd Leavenworth, WA  98826
Royal Hospitality Washington, LLC, Seattle/Redmond, WA, 17770 NE 78th Place Redmond, WA  98052 425-553-1200
Legacy Renton, LLC, Seattle/Renton, WA, 1300 Lake Washington Blvd. North Renton, WA  98056
Chun Lai Hospitality, LLC, Snoqualmie, WA, Intersection of Snoqualmie Pkwy. & SE Center St. Snoqualmie, WA  98065
Spokane South Medical, LLC, Spokane Downtown-South, WA, Intersection of 7th Ave and McClellan St Spokane, WA  99201

WISCONSIN
Keystone Hills LLC, Menomonie, WI, 2017 Stout Street Menomonie, WI  54751
KSD, LLC, Wisconsin Dells Lake Delton, WI, Northeast Quadrant of I-90 and Route 12 Lake Delton, WI  53940

WYOMING
Ghazanfar Khan, Gillette, WY, 2312 West Over Rd Gillette, WY  82716

On January 4, 2017, nearly all company-owned hotels were divested through the spin-off of our former parent company, Park. As a result, the only Hampton Brand hotel that was company-owned on December 31, 2016 was divested on January 4, 2017, and was converted to a franchise:

TENNESSEE
HLT Memphis LLC, Memphis-Shady Grove, TN, 962 S. Shady Grove Road Memphis, TN  38120  901-762-0056
EXHIBIT B
Exhibit B

HAMPTON INN

ALABAMA
Winfield Winfield Hotel Group, LLC Flowood, MS 601-914-9914
Huntsville Madison Estate of Charles W. Anderson Madison, AL 256-464-8999
Huntsville Anderson Hotels, Inc. Huntsville, AL 256-830-0978
Mobile-North/Saraland, AL Gulf Coast Management Company, L.L.C. Brewton, AL 251-583-2618

ARIZONA
Phoenix/Scottsdale @ Shea, AZ Zenith Asset Company, LLC Walnut Creek, CA 925-933-4000

ARKANSAS
Texarkana Airport Hotels, LLC Little Rock, AR 501-562-6667

CALIFORNIA
Los Angeles Carson Torrance Carson Albertoni Hotel Co., Inc. Alhambra, CA 626-289-4088

COLORADO
Ft. Collins The Summit Group, Inc. Austin, TX 605-361-9566

CONNECTICUT
Norwich, CT CT Norwich, LLC Raleigh, NC 919-334-6917

FLORIDA
Tampa Veterans Expressway 5628 West Waters Avenue Holdings LLC Bethesda, MD 301-255-4700
Port Charlotte Charlotte Host, LLC Lexington, KY 859-771-6990
Orlando International Airport JHM Eagle Watch Hotel, Ltd. Greenville, SC 864-248-1556
Orlando South of Universal Studios JHM Orlando Hotel Associates Limited Partnership Greenville, SC 864-232-9944
Jacksonville Downtown I-95 1331 Prudential Operator, LLC Gainesville, GA 678-943-8711
Melbourne MSCI 2007-iq13 Dike Road, LLC Miami Beach, FL 305-695-5600

GEORGIA
Douglas Douglas Premier Lodging, L.L.C. Tifton, GA 912-382-0040
Adel Adel Premier Lodging, LLC Tifton, GA 678-842-0633
Atlanta Peachtree Corners Paramount Norcross, LLC Atlanta, GA 770-668-2470
Augusta-Washington Rd. @ I-20, GA Washington Road Hotel, LLC Greenville, SC
Cordele/Vienna, GA K-MAK Investments, Inc. Duluth, GA 770-872-0530
Dublin, GA Esquire Inn, Ltd. Douglasville, GA 478-275-1600

ILLINOIS
Freeport BW Freeport LLC Chicago, IL 312-239-0611
Rockford Rockford Lodging Investors III, LLC Middleton, WI 608-836-6060
Bradley/Kankakee, IL Harrow Hospitality, Corp. Yorba Linda, CA 626-497-9274

INDIANA
Shelbyville Jasbir Singh, Sushma Devi and SS Liquors, Inc. Shelbyville, IN 317-446-8940
Fremont, IN 75Fremont, LLC East Lansing, MI 517-337-8900

IOWA
Ames, IA Ames Hospitality LLC Irving, TX 214-441-0434

KANSAS
Wichita-West (Airport Area), KS Wichita Hotel Partners, LLC Saint Paul, MN 651-556-1401
Wichita Downtown, KS Seneca Property, LLC Wichita, KS 316-260-9088

KENTUCKY
Richmond GHG Hotels, LLC Richmond, KY 859-625-9889

LOUISIANA
Covington Interstate Hotel Group, LLC Baton Rouge, LA 225-753-6615

MAINE
Waterville The Vickery Company, LLC Middleburg Heights, OH 440-239-9848
Freeport Brunswick The Vickery Company, LLC Middleburg Heights, OH 440-239-9848

MARYLAND
Waldorf Waldorf Hotel Partners, LLC Lexington Park, MD 240-718-3450

MASSACHUSETTS
Boston Logan Airport Revere Hospitality, LLC Hanover, MA 781-826-8824

MICHIGAN
Detroit/Southgate A & G Hospitality, Inc. Center Line, MI 248-588-5078
Grand Rapids-South Carlton 54th L.L.C. Grandville, MI 616-457-2370  
Ann Arbor MHF Ann Arbor Operating IV LLC Warwick, RI 401-562-2205

MINNESOTA
Minneapolis/St. Paul-North, MN Forstrom and Torgerson, L.L.P. Willmar, MN 320-235-7207

MISSISSIPPI
Hattiesburg, MS W2005 New Century Hotel Portfolio, L.P. Irving, TX 972-368-2200

MISSOURI
Branson/Branson Hills BH Hotel, L.L.C. Branson, MO 417-332-3444

MONTANA
Bozeman Westmont Corporation Lexington, KY 859-273-3514

NEVADA
Las Vegas Tropicana 4955-75 South Industrial Road Holdings, LLC Bethesda, MD 202-715-9552

NEW HAMPSHIRE
Portsmouth Central MIC PNH, LLC Duluth, MN 218-720-3807

NEW MEXICO
Tucumcari, NM Ram-Kabir, Inc. Phoenix, AZ 602-795-4604  
Santa Fe, NM Nutwood Hospitality, LLC Brea, CA 714-990-8800

NEW YORK
Owego Owego Associates, Inc. Owego, NY 607-687-5381
Manhattan Times Square South Hersha Hospitality Management Philadelphia, PA 215-238-1046 x. 2439
Manhattan Chelsea Hersha Hospitality Management Philadelphia, PA 215-238-1046 x. 2439
Manhattan Madison Square Garden Area Hersha Hospitality Management Philadelphia, PA 215-238-1046 x. 2439
Fishkill Lordi, Inc. Fishkill, NY 845-298-1040
Olean, NY Olean Lodging Associates, LLC Corning, NY 607-962-9868
Dunkirk, NY Neil H. Patel East Syracuse, NY 607-351-2268
Oswego, NY Broadwell Development, LLC Oswego, NY 315-529-6204

NORTH CAROLINA
Mebane Gunatit Hospitality, Inc. Cary, NC 919-854-2797
Mount Airy Blackmon Ventures, LLC Mount Airy, NC 336-789-5999
Lumberton-I-95, NC Pramukh & Associates, LLC Raleigh, NC 919-358-3982

OHIO
Washington Courthouse Balaji Hospitality L.L.C. Galena, OH 614-855-3120
Cincinnati/Blue Ash, OH KUJ of Blue Ash, LLC Cincinnati, OH 513-769-7862

OKLAHOMA
Miami Long Investments, LLC Talala, OK 918-275-4292

OREGON
Eugene Kornbluth Enterprises, Inc. Eugene, OR 541-431-1225

PENNSYLVANIA
Philadelphia/Plymouth Meeting Moody National Hospitality Philly Plymouth III, LLC Houston, TX 713-273-6660
Chambersburg Falling Spring Corp. Greencastle, PA 717-597-9674
Hazelton M & B Inn Partners Montoursville, PA 570-546-3877

SOUTH CAROLINA
Summerville, SC KM-CARO-LYN, Inc. Summerville, SC 843-875-5902

TENNESSEE
Nashville Goodlettsville Heritage Hospitality, LLC Clarksville, TN 931-551-9605

TEXAS
Kilgore Aisha Hospitality, LLC Kilgore, TX 916-833-3448
Hillsboro Hillsboro Hotel Group LP Arcadia, CA 626-321-4800
Waco Royal Living, Inc. Irving, TX 214-491-8095
Dallas/Arlington-DFW (Six Flags) AMCO Partners, Ltd. Arlington, TX 214-564-6500
Dallas/Fort Worth Airport South, TX Irving Lodging LLC Irving, TX 469-222-6968
Tyler, TX VAJYA, L.L.C. Longview, TX 903-238-6526
Houston-Texas City, TX Heritage Inn Number XXVIII. Opco, L.L.C. Fargo, ND 701-639-5770
Jasper, TX Jasper Hospitality, LP Arlington, TX 213-842-9535

UTAH
Logan Saddleback Lodging, Inc. Logan, UT 435-752-4779

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VIRGINIA
Gloucester GH2, L.L.C. Urbanna, VA 804-758-4975
Springfield, VA LLI Enterprises, Inc. (VA) Fairfax Station, VA 703-323-4927
Chester Ebbitt Corporation Herndon, VA 240-882-3840

WASHINGTON

WEST VIRGINIA
Summersville J.C. Baker & Son, Inc. Gassaway, WV 800-296-5114

WISCONSIN
Elkhorn Elkhorn Hotel Group, LLC Johnston, IA 515-253-0943
HAMPTON INN & SUITES

ALABAMA
Birmingham 280 East Eagle Point Birmingham Hotels I, LLC Opelika, AL 334-705-0176

CALIFORNIA
Bakersfield North Airport PMB Investment, LLC Fresno, CA 559-283-6120
Chino Hills Orion Hospitality, LLC Los Angeles, CA 213-389-0909

COLORADO
Denver/South-Ridgegate CPX Lone Tree Hotel, LLLP Covington, KY 859-392-2242
Rifle CREF II Waramaug Rifle Lessee, LLC Boca Raton, FL 561-997-0334
Denver Downtown IA Urban Hotels Denver TRS, L.L.C. Orlando, FL 407-317-6950

FLORIDA
Tampa Wesley Chapel New Tampa Suites, LLC Tampa, FL 813-363-7719
Gainesville Downtown Ashford TRS Gainesville LLC Dallas, TX 972-490-9600
Orlando East UCF Area SI Orlando, LP Atlanta, GA 404-497-4115
Sarasota/Bradenton-Airport SRQ Innovation Green, LLC Sarasota, FL 941-917-0494
Ft Lauderdale Marina, FL Madison Fort Lauderdale, LLC Greenwood Village, CO 303-957-2014
MacClenny/I-10, FL MotManCo, Inc. Valdosta, GA 229-247-7889

GEORGIA
Atlanta Airport West Camp Creek Pkwy SI Camp Creek, LP Atlanta, GA 404-497-4115

MARYLAND
Annapolis High Annapolis Hotel, LLC Lancaster, PA 717-209-4077

MICHIGAN
Lansing West Ontario Hospitality, Inc. Jackson, MI 419-562-5664
Detroit Sterling 2000 Plus Hospitality, Inc. Southfield, MI 248-304-1900

MONTANA
Glendive, MT Glendive Hotel Group, LLC Jamestown, ND 701-952-7314
Sidney, MT Sidney Hotel Group, LLC Jamestown, ND 701-952-7314
NEVADA
Carson City Eagle Adventures, LLC Philadelphia, PA 215-279-3036

OHIO
Springboro Dayton Area South Springboro Hospitality Group, Inc. Springboro, OH 937-498-9645
Columbus Hilliard Lyman Hotel, LLC Richmond, VA 540-375-0840

PENNSYLVANNIA
Mount Joy Lancaster Weset Oaktree Development Group Lancaster, PA 864-676-9090 x. 7049
Ephrata Mountain Springs Oaktree Development Group Lancaster, PA 864-676-9090 x. 7049
Lansdale, PA SMG Lansdale L.L.C. Langhorne, PA 215-208-5476

SOUTH CAROLINA
Columbia Southeast Ft. Jackson Columbia Hotel, Inc. Greensboro, NC 336-855-0013
Clinton Clinton Hotel Group, LLC Myrtle Beach, SC 843-449-9652

TENNESSEE
Nashville Downtown MR Hotels, LLC Nashville, TN 615-385-4263

TEXAS
Selma-San Antonio-Randolph AFB SAT Live Oak, LLC Greenbelt, MD 301-345-8700
Boerne LLJ Hotel Ventures 4, LLC San Diego, CA 619-814-1400
Denison Denison Hotel Group, LLC Elk Grove, CA 916-601-8980
Houston Clear Lake NASA Area Calla Hospitality, L.L.C. Kemah, TX 281-334-4089
Austin Airport PI Riverside Drive Austin, LLC Manhattan Beach, CA 310-606-8424
Cuero, TX Avalon Texas Hotels, LLC Sugar Land, TX 281-201-2373

UTAH
Vernal, UT 2195 Vernal, LLC Salt Lake City, UT 801-484-3440

VIRGINIA
Smithfield Tejas Patel Newport News, VA 757-207-6455
Arlington, VA Pentagon Hospitality, LLC Greenbelt, MD 301-345-8700

WASHINGTON
Tacoma-Mall TTHI, LLC Bellevue, WA 425-451-3028
Pullman, WA Pullman Lodging, L.L.C. Monroe, LA 318-325-5561
Exhibit B

WISCONSIN
Milwaukee Downtown MHF DT Milwaukee Operating IV LLC Warwick, RI 401-562-2205
EXHIBIT C
Hilton Franchise Holding LLC
Consolidated Financial Statements
*For the years ended December 31, 2016, 2015 and 2014*
Table of Contents

Consolidated Financial Statements
Report of Independent Auditor 1
Consolidated Balance Sheets 2
Consolidated Statements of Operations and Member’s Capital 3
Consolidated Statements of Cash Flows 4
Notes to Consolidated Financial Statements 5
Report of Independent Auditor

To the Member of
Hilton Franchise Holding LLC

Report on the Financial Statements
We have audited the accompanying consolidated financial statements of Hilton Franchise Holding LLC, which comprise the consolidated balance sheets as of December 31, 2016 and 2015, and the related consolidated statements of operations and member's capital, and cash flows for the years ended December 31, 2016 and 2015, and the related notes to the consolidated financial statements.

Management’s Responsibility for the Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (“GAAP”); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility
Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Hilton Franchise Holding LLC as of December 31, 2016 and 2015 and the consolidated results of its operations and its cash flows for the years ended December 31, 2016 and 2015, in conformity with GAAP.

Prior Period Financial Statements
The consolidated statement of operations and member’s capital for the year ended December 31, 2014 was audited by other auditors whose report dated March 25, 2015, expressed an unmodified opinion on those statements.

Tysons Corner, Virginia
March 14, 2017
Hilton Franchise Holding LLC  
Consolidated Balance Sheets  
(in thousands)  

<table>
<thead>
<tr>
<th>Assets</th>
<th>2016</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts receivable, net of allowance for doubtful accounts of $151 and $179</td>
<td>$52,540</td>
<td>$44,559</td>
</tr>
<tr>
<td>Due from Hilton affiliates related to franchise deposits</td>
<td>23,893</td>
<td>31,192</td>
</tr>
<tr>
<td>Deferred franchise fee receivable</td>
<td>18</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td><strong>76,451</strong></td>
<td><strong>75,751</strong></td>
</tr>
<tr>
<td>Franchise contracts, net</td>
<td>52,448</td>
<td>31,509</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$128,899</strong></td>
<td><strong>$107,260</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liabilities and Member’s Capital</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Franchise deposits</td>
<td>$23,893</td>
<td>$31,192</td>
</tr>
<tr>
<td>Other</td>
<td>74</td>
<td>1,087</td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
<td><strong>23,967</strong></td>
<td><strong>32,279</strong></td>
</tr>
<tr>
<td>Contract acquisition costs payable</td>
<td>2,000</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td><strong>25,967</strong></td>
<td><strong>32,279</strong></td>
</tr>
</tbody>
</table>

Commissions and contingencies - see Note 7

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contributed capital</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Retained earnings</td>
<td>2,507,596</td>
<td>1,823,784</td>
</tr>
<tr>
<td>Due from Hilton affiliates</td>
<td>(2,414,664)</td>
<td>(1,758,803)</td>
</tr>
<tr>
<td><strong>Total member’s capital</strong></td>
<td><strong>102,932</strong></td>
<td><strong>74,981</strong></td>
</tr>
<tr>
<td><strong>Total Liabilities and Member’s Capital</strong></td>
<td><strong>$128,899</strong></td>
<td><strong>$107,260</strong></td>
</tr>
</tbody>
</table>

See notes to consolidated financial statements.
Hilton Franchise Holding LLC  
Consolidated Statements of Operations and Member’s Capital  
(in thousands)

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2016</td>
<td>2015</td>
<td>2014</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise and license fees</td>
<td>$610,664</td>
<td>$494,285</td>
<td>$383,184</td>
</tr>
<tr>
<td>Franchise sales and change of ownership fees</td>
<td>74,340</td>
<td>97,534</td>
<td>57,845</td>
</tr>
<tr>
<td>Franchise termination fees</td>
<td>1,570</td>
<td>4,435</td>
<td>—</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>686,574</td>
<td>596,254</td>
<td>441,029</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating expenses</td>
<td>241</td>
<td>128</td>
<td>673</td>
</tr>
<tr>
<td>Provision for doubtful accounts, net of recoveries</td>
<td>(28)</td>
<td>26</td>
<td>(129)</td>
</tr>
<tr>
<td>Amortization expense</td>
<td>2,459</td>
<td>1,560</td>
<td>441</td>
</tr>
<tr>
<td><strong>Total expenses</strong></td>
<td>2,672</td>
<td>1,714</td>
<td>985</td>
</tr>
<tr>
<td><strong>Income before taxes</strong></td>
<td>683,902</td>
<td>594,540</td>
<td>440,044</td>
</tr>
<tr>
<td>Foreign withholding tax expense</td>
<td>(90)</td>
<td>(37)</td>
<td>(33)</td>
</tr>
<tr>
<td><strong>Net income</strong></td>
<td>$683,812</td>
<td>$594,503</td>
<td>$440,011</td>
</tr>
<tr>
<td><strong>Member’s capital, beginning of year</strong></td>
<td>$74,981</td>
<td>$62,596</td>
<td>$40,656</td>
</tr>
<tr>
<td>Net income</td>
<td>683,812</td>
<td>594,503</td>
<td>440,011</td>
</tr>
<tr>
<td>Increase in due from Hilton affiliates</td>
<td>(655,861)</td>
<td>(582,118)</td>
<td>(418,071)</td>
</tr>
<tr>
<td><strong>Member’s capital, end of year</strong></td>
<td>$102,932</td>
<td>$74,981</td>
<td>$62,596</td>
</tr>
</tbody>
</table>

See notes to consolidated financial statements.
Hilton Franchise Holding LLC  
Consolidated Statements of Cash Flows  
(in thousands) 

| Year Ended December 31, | | |
|------------------------|--------------------------|
|                        | 2016 | 2015 | 2014 |
| **Operating Activities:** | | | |
| Net income             | $683,812 | $594,503 | $440,011 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Provision for doubtful accounts, net of recoveries | (28) | 26 | (129) |
| Amortization expense   | 2,459 | 1,560 | 441 |
| Changes in operating assets and liabilities: | | | |
| Accounts receivable    | (7,953) | (12,354) | (8,422) |
| Other liabilities      | (2,011) | 84 | (62) |
| Accrued interest receivable | — | 9 | 35 |
| Change in contract acquisition costs payable | 2,000 | — | — |
| **Net cash provided by operating activities** | 678,279 | 583,828 | 431,874 |
| **Investing Activities:** | | | |
| Payments received on (issuance of) deferred franchise fee receivable | (18) | 162 | 647 |
| Contract acquisition costs | (22,400) | (11,872) | (14,450) |
| **Net cash used in investing activities** | (22,418) | (11,710) | (13,803) |
| **Financing Activity:** | | | |
| Increase in due from Hilton affiliates | (655,861) | (582,118) | (418,071) |
| **Net cash used in financing activity** | (655,861) | (582,118) | (418,071) |
| **Net change in cash and cash equivalents** | — | (10,000) | — |
| **Cash and cash equivalents, beginning of year** | — | 10,000 | 10,000 |
| **Cash and cash equivalents, end of year** | $— | $— | $10,000 |
| **Supplemental Disclosures:** | | | |
| Decrease (increase) in due from Hilton affiliates related to franchise deposits | $7,299 | $6,393 | $(17,746) |
| Increase (decrease) in franchise deposits | $(7,299) | $(6,393) | $17,746 |

See notes to consolidated financial statements.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1: Organization

Hilton Franchise Holding LLC ("we," "us," "our" or the "Company"), is a Delaware limited liability corporation that was formed on September 12, 2007 and began operations on October 11, 2007, to be a franchisor of the Hilton family of brands within the United States of America ("U.S.") and territories of the U.S., for franchise agreements executed or amended subsequent to October 24, 2007. We are a wholly owned subsidiary of Hilton Domestic Operating Company Inc., whose equity is indirectly held by Hilton Worldwide Holdings Inc. ("Hilton").

We license intellectual property from a wholly owned affiliate of Hilton on a royalty free basis and then license the use of the trademark to third-party hotel owners under long-term franchise agreements.

Note 2: Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation

Principles of Consolidation

Through March 31, 2015, the consolidated financial statements included the accounts of Hilton Franchise Holding LLC and its wholly owned subsidiaries:

- Conrad Franchise LLC
- Doubletree Franchise LLC
- Embassy Suites Franchise LLC
- Hampton Inns Franchise LLC
- Hilton Franchise LLC
- Hilton Garden Inns Franchise LLC
- HLT ESP Franchise LLC
- HLT Lifestyle Franchise LLC
- Homewood Suites Franchise LLC
- Waldorf Astoria Franchise LLC

All material intercompany transactions and balances were eliminated in consolidation. On April 1, 2015, we merged all ten of our wholly owned subsidiaries into Hilton Franchise Holding LLC. All liabilities and obligations under executed or amended franchise agreements entered into by them with third party hotel owners on or prior to March 31, 2015 were transferred to us. After the merger, we no longer have subsidiaries and are the only franchisor of the Hilton family of brands within the U.S. and territories of the U.S.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the amounts reported and, accordingly, ultimate results could differ from those estimates.

Summary of Significant Accounting Policies

Revenue Recognition

Revenues are primarily derived from the following sources and are generally recognized as services are rendered and when collectibility is reasonably assured:

- Franchise and license fees represent fees earned in connection with the licensing of one of our hotel brands, usually under long-term contracts with the hotel owner. We charge a monthly franchise royalty fee, generally based on a percentage of room revenue, and, for some brands, a percentage of food and beverage revenue. We recognize franchise and license fee revenue as the fees are earned, which is when all material services or conditions have been performed or satisfied.
• **Franchise sales and change of ownership fees** are fees earned in connection with the sale or change of ownership of a franchise, which includes application and initiation fees for new hotels entering the system and relicensing fees for existing hotels. We also recognize fees from hotel owners for product improvement plans to convert existing hotels to our brand name. Franchise sales and change of ownership fees are recognized as revenue when it is determined that the fees are non-refundable, all material services required to earn the fee have been performed and we have no remaining contractual obligations.

• **Franchise termination fees** are fees earned in connection with the termination of a franchise agreement by the hotel owner. We recognize termination fees in the period in which the payment is received if there is no further service to be provided due to the uncertainty of collection associated with the termination of the relationship with the hotel owner.

**Accounts Receivable and Allowance for Doubtful Accounts**

Accounts receivable represents amounts due from franchisees and is presented net of an allowance for doubtful accounts. We record an allowance for doubtful accounts when we specifically identify a receivable balance that we anticipate will not be collected based on management's review of payment and collection activity and the financial condition of the franchisee. In addition to specifically identified receivables, we record an allowance on the general population of accounts receivable when losses are probable based on historical collection activity and current business conditions.

**Franchise Contracts**

Our franchise contracts, net represent franchise contract acquisition costs incurred to obtain new franchise agreements which have been capitalized as intangible assets and are presented net of accumulated amortization. The franchise contract acquisition costs are amortized using the straight-line method over their respective estimated useful lives. We review our franchise contracts, net for impairment when circumstances indicate that the carrying amount may not be recoverable. If the carrying value is not recoverable and exceeds the fair value of the franchise contract, we recognize an impairment loss in our consolidated statements of operations and member's capital.

**Franchise Deposits**

Franchise deposits represent franchise application fees that are collected at the time a hotel owner applies for a franchise license. These amounts are recorded as a liability until the fees are non-refundable, all initial services required to earn the fee have been performed and no other material obligations related to substantial performance exist. As such, the deposits are recognized as revenue when the franchise agreement has been executed or the criteria required for refund has not been met. If the franchise application is not approved, the application fee is refunded to the applicant, less processing fees. Deposits that are to be refunded that have not been paid as of the balance sheet dates are classified as other liabilities.

**Fair Value Measurements - Valuation Hierarchy**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date (an exit price). We use the three-level valuation hierarchy for classification of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. Inputs refer broadly to the assumptions that market participants would use in pricing an asset or liability. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability developed based on market data obtained from independent sources. Unobservable inputs are inputs that reflect our own assumptions about the data market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The three-tier hierarchy of inputs is summarized below:

• Level 1 - Valuation is based upon quoted prices (unadjusted) for identical assets or liabilities in active markets.

• Level 2 - Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the instrument.

• Level 3 - Valuation is based upon other unobservable inputs that are significant to the fair value measurement.
The classification of assets and liabilities within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement in its entirety. Proper classification of fair value measurements within the valuation hierarchy is considered each reporting period. The use of different market assumptions or estimation methods may have a material effect on the estimated fair value amounts.

**Note 3: Recently Issued Accounting Pronouncements**

*Accounting Standards Not Yet Adopted*

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09 ("ASU 2014-09"), Revenue from Contracts with Customers (Topic 606). This ASU supersedes the revenue recognition requirements in Revenue Recognition (Topic 605) and requires entities to recognize revenue when a customer obtains control of promised goods or services and is recognized in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. Subsequent to ASU 2014-09, the FASB has issued several related ASUs. The provisions of ASU 2014-09 and the related ASUs will be effective for us beginning January 1, 2018, and adoption as of the original effective date of January 1, 2017 is permitted. We will not early adopt the new standard. This ASU permits two transition approaches: retrospective or modified retrospective. We are still evaluating our transition approach and expect to reach a decision in early 2017.

We anticipate that ASU 2014-09 will have a material effect on our consolidated financial statements. However, we expect revenue recognition related to our accounting for ongoing royalty fee revenues from our franchise agreements to remain substantially unchanged.

While we are continuing to assess all other potential effects of the standard, we currently believe the provisions of ASU 2014-09 will affect revenue recognition as follows: (i) application and initiation fees for new hotels entering the system will be recognized over the term of the franchise agreement; and (ii) certain contract acquisition costs related to our franchise agreements will be recognized over the term of the agreements as a reduction to revenue. We do not expect the changes in revenue recognition for certain contract acquisition costs to affect the Company’s net income for any full year period. We continue to update our assessment of the effect that ASU 2014-09 and related ASUs will have on our consolidated financial statements, and we will disclose further material effects, if any, when known.

**Note 4: Franchise Contracts**

Franchise contracts, net was as follows:

<table>
<thead>
<tr>
<th></th>
<th>December 31, 2016 (in thousands)</th>
<th>December 31, 2015 (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franchise contract acquisition costs</td>
<td>$56,944</td>
<td>$33,546</td>
</tr>
<tr>
<td>Accumulated amortization(1)(2)</td>
<td>(4,496)</td>
<td>(2,037)</td>
</tr>
<tr>
<td></td>
<td>$52,448</td>
<td>$31,509</td>
</tr>
</tbody>
</table>

(1) The weighted-average amortization period related to contract acquisition costs incurred during the years ended December 31, 2016 and 2015 was 20.8 years and 17.5 years, respectively.

(2) Does not include amortization of franchise contract acquisition costs incurred on certain unopened properties. Amortization begins on the opening date of the property to which the franchise agreement relates.

We estimate our future amortization expense for our franchise contract acquisition costs to be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>(in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$3,119</td>
</tr>
<tr>
<td>2018</td>
<td>$3,352</td>
</tr>
<tr>
<td>2019</td>
<td>$3,377</td>
</tr>
<tr>
<td>2020</td>
<td>$3,377</td>
</tr>
<tr>
<td>2021</td>
<td>$3,311</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$35,912</td>
</tr>
<tr>
<td></td>
<td>$52,448</td>
</tr>
</tbody>
</table>
Note 5: Fair Value Measurements

We believe the carrying amounts of our financial assets and liabilities approximated their fair value as of December 31, 2016 and 2015.

Note 6: Income Taxes

We franchise hotels in the U.S. and territories of the U.S. Certain U.S. territories require the taxation of payments made for franchise licensing and certain other fees to foreign domiciled entities, which includes those in the U.S. The taxation rates for these payments vary by jurisdiction and in some cases may be exempt from any withholding of taxes based on cross-jurisdictional tax relief agreements. In circumstances where we are subject to a tax on payments made for franchise licensing and certain other fees, the franchisee is responsible for the withholding and remittance of these foreign taxes to the local taxing authority. Taxes related to franchise licensing and certain other fees, if any, are presented as foreign withholding tax expense in the consolidated statements of operations and member’s capital.

No provision is made in our accounts for income taxes because, for U.S. income tax purposes, we are treated as a disregarded entity and all items of taxable income and expense are included in the computation of taxable income of Hilton. The results of operations reflected in the accompanying consolidated statements of operations may differ from amounts reported in Hilton's federal income tax returns because of differences in accounting policies adopted for financial and tax reporting purposes.

If there is uncertainty in income taxes recognized in Hilton's financial statements, they use a prescribed more-likely-than-not recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in the tax return. We had no uncertain tax positions as of December 31, 2016 or 2015 that met the recognition or measurement criteria under U.S. GAAP.

Note 7: Commitments and Contingencies

Certain of Hilton's debt obligations, which mature from 2020 to 2024, are unconditionally and irrevocably guaranteed by certain Hilton direct or indirect wholly owned material domestic subsidiaries, including us. All of our assets and franchise contracts have been pledged as collateral for the term of the agreements. We did not record a guarantee liability related to this guarantee as of December 31, 2016 and 2015, due to the nature of the parent and subsidiary relationship between us and Hilton.

We are involved in litigation arising from the normal course of business. Accruals are recorded when the outcome is probable and can be reasonably estimated in accordance with applicable accounting requirements regarding accounting for contingencies. While the ultimate results of claims and litigation cannot be predicted with certainty, we expect that the ultimate resolution of all pending or threatened claims and litigation as of December 31, 2016 will not have a material effect on our consolidated results of operations, financial position or cash flows.

Note 8: Related Party Transactions

We maintain intercompany balances with Hilton affiliates, which are the result of Hilton's centralized cash management system. One of these balances relates to franchise deposits, which are collected on our behalf by Hilton affiliates and deposited into a lockbox account to which we have no access. Amounts due from Hilton affiliates related to franchise deposits, if any, are reflected as an asset and are payable to us upon demand. The remaining balances due from Hilton affiliates represent amounts that are not expected to be repaid and are reflected as a component of member's capital as of December 31, 2016 and 2015.

In July 2014, we entered into an amended operator agreement with a Hilton affiliate. The amended operator agreement entitles the Hilton affiliate to receive a reasonable fee as compensation to be established from time to time. For the years ended December 31, 2016, 2015 and 2014, no compensation was made to the Hilton affiliate.

As of December 31, 2016, affiliates of The Blackstone Group L.P. ("Blackstone") beneficially owned approximately 40.3 percent of Hilton's common stock. Blackstone owns hotels franchised by us and we receive fees in connection with their respective franchise agreements. We recorded franchise fees, which includes license, sales, change of ownership and termination fees, related to these hotels of $23,208 thousand, $22,469 thousand and $16,807 thousand for the years ended December 31, 2016, 2015 and 2014, respectively. As of December 31, 2016 and 2015, we had accounts receivable due from these hotels of $1,489 thousand and $1,513 thousand, respectively. Additionally, we incurred contract acquisition costs to acquire franchise contracts with hotels owned by Blackstone of $6,750 thousand for the year ended December 31, 2014. There
were no contract acquisition costs incurred to acquire franchise contracts with hotels owned by Blackstone during the years ended December 31, 2016 and 2015.

**Note 9: Subsequent Events**

We have evaluated all subsequent events through March 14, 2017, the date that the consolidated financial statements were available to be issued.
EXHIBIT D
FRANCHISE AGREEMENT

ENTER HOTEL NAME AND CITY/STATE HERE
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ADDENDUM TO FRANCHISE AGREEMENT
FRANCHISE AGREEMENT

This Franchise Agreement between Hilton Franchise Holding LLC ("we," “us,” “our” or “Franchisor”) and the Franchisee set forth in the Addendum (“you,” “your” or “Franchisee”), is dated as of the Effective Date. We and you may collectively be referred to as the “Parties.”

INTRODUCTION

We are an Affiliate of Hilton Worldwide. Hilton Worldwide and its Affiliates own, license, lease, operate, manage and provide various services for the Network. We are authorized to grant licenses for selected, first-class, independently owned or leased hotel properties, to operate under the Brand. You have expressed a desire to enter into this Agreement with us to obtain a license to use the Brand in the operation of a hotel at the address or location described in the Addendum.

NOW, THEREFORE, in consideration of the premises and the undertakings and commitments of each Party to the other Party in this Agreement, the Parties agree as follows:

1.0 DEFINITIONS

The following capitalized terms will have the meanings set forth after each term:

“Affiliate” means any natural person or firm, corporation, partnership, limited liability company, association, trust or other entity which, directly or indirectly, controls, is controlled by, or is under common Control with, the subject entity.

“Agreement” means this Franchise Agreement, including any exhibits, attachments and addenda.


“Brand” means the brand name set forth in the Addendum.

“Change of Ownership Application” means the application that is submitted to us by you or the Transferee for a new franchise agreement in connection with a Change of Ownership Transfer.

“Change of Ownership Transfer” means any proposed Transfer that results in a change of Control of Franchisee, the Hotel, or the Hotel Site and is not otherwise permitted by this Agreement, all as set out in Subsection 13.2.3.

“Competing Brand” means a hotel brand or trade name that, in our sole business judgment, competes with the System, or any System Hotel or Network Hotel.

“Competitor” means any individual or entity that, at any time during the Term, whether directly or through an Affiliate, owns in whole or in part, or is the licensor or franchisor of a Competing Brand, irrespective of the number of hotels owned, licensed or franchised under such Competing Brand name. A Competitor does not include an individual or entity that: (i) is a franchisee of a Competing Brand; (ii) manages a Competing Brand hotel, so long as the individual or entity is not the exclusive manager of the Competing Brand; or (iii) owns a minority interest in a Competing Brand, so long as neither that individual or entity nor any of its Affiliates is an officer, director, or employee of the Competing Brand, provides services (including as a consultant) to the Competing Brand, or exercises, or has the right to exercise, Control over the business decisions of the Competing Brand.

“Construction Commencement Date” means the date set out in the Addendum, if applicable, by which you must commence construction of the Hotel. For the Hotel to be considered under construction, you
must have begun to pour concrete foundations for the Hotel or otherwise satisfied any site-specific criteria for "under construction" set out in the Addendum.

“Construction Work” means all necessary action for the development, construction, renovation, furnishing, equipping and implementation of the Plans and Designs for the Hotel.

“Construction Work Completion Date” means the date set out in the Addendum, if applicable, by which you must complete construction of the Hotel.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, or of the power to veto major policy decisions of an entity, whether through the ownership of voting securities, by contract, or otherwise.

“Controlling Affiliate” means an Affiliate that directly or indirectly Controls the Hotel and/or Controls the entity that Controls the Hotel.

“Designs” means your plans, layouts, specifications, drawings and designs for the proposed furnishings, fixtures, equipment, signs and décor of the Hotel that use and incorporate the Standards.

“Effective Date” means the date set out in the Addendum on which this Agreement becomes effective.

“Equity Interest” means any direct or indirect legal or beneficial interest in the Franchisee, the Hotel and/or the Hotel Site.

“Equity Owner” means the direct or indirect owner of an Equity Interest.

“Expiration Date” has the meaning set forth in Section 3.

“Force Majeure” means an event causing a delay in our or your performance that is not the fault of or within the reasonable control of the Party claiming Force Majeure. Force Majeure includes fire, floods, natural disasters, Acts of God, war, civil commotion, terrorist acts, any governmental act or regulation beyond such Party’s reasonable control. Force Majeure does not include the Franchisee’s financial inability to perform, inability to obtain financing, inability to obtain permits, licenses or zoning variances or any other similar events unique to the Franchisee or the Hotel or to general economic downturn or conditions.

“General Manager” has the meaning set forth in Subsection 7.1.

“Government or Government Entity” means: (i) any agency, instrumentality, subdivision or other body of any national, regional, local or other government; (ii) any commercial or similar entities owned or controlled by such government, including any state-owned and state-operated companies; (iii) any political party; and (iv) any public international organization.

“Government Official” means the following: (i) officers and employees of any national, regional, local or other Government; (ii) officers and employees of companies in which a Government owns an interest; (iii) any private person acting in an official capacity for or on behalf of any Government or Government Entity (such as a consultant retained by a government agency); (iv) candidates for political office at any level; (v) political parties and their officials; (vi) officers, employees, or official representatives of public (quasi-governmental) international organizations (such as the United Nations, World Bank, or International Monetary Fund).

“Gross Food and Beverage Revenue” means all revenues (including credit transactions whether or not collected) derived from food and beverage-related operations of the Hotel and associated facilities, and all banquet, reception and meeting room rentals, including all restaurants (unless leased from third-party operators), dining, bar, lounge and retail food and beverage
services, at the actual rates charged, less allowances for any rebates and overcharges, and excluding any sales, hotel, entertainment or similar taxes collected from patrons or guests.

“Gross Receipts Tax” means any gross receipts, sales, use, excise, value added or any similar tax.

“Gross Rooms Revenue” means all revenues derived from the sale or rental of Guest Rooms (both transient and permanent) of the Hotel, including revenue derived from the redemption of points or rewards under the loyalty programs in which the Hotel participates, amounts attributable to breakfast (where the guest room rate includes breakfast), resort fees, urban fees and similar fees, late cancellation fees, and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any Guest Room rebates and overcharges, and will not include taxes collected directly from patrons or guests. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included in, and not deducted from, the calculation of Gross Rooms Revenue.

“Guarantor” means the person or entity that guaranties your obligations under this Agreement or any of Your Agreements.

“Guest Rooms” means each rentable unit in the Hotel generally used for overnight guest accommodations, the entrance to which is controlled by the same key, provided that adjacent rooms with connecting doors that can be locked and rented as separate units are considered separate Guest Rooms. The initial number of approved Guest Rooms is set forth in the Addendum.


“Hotel” means the property you will operate under this Agreement and includes all structures, facilities, appurtenances, furniture, fixtures, equipment, and entry, exit, parking and other areas located on the Hotel Site we have approved for your business or located on any land we approve in the future for additions, signs, parking or other facilities.

“Hotel Site” means the real property on which the Hotel is located or to be located, as approved by us.

“Hotel Work” means Construction Work and/or Renovation Work, as the case may be, and the context requires.

“Hotel’s Average Monthly Royalty Fees” means: (a) if the Hotel has been operating for at least 24 months, the quotient of all Monthly Royalty Fees due under this Agreement for the twenty-four (24) month period immediately preceding the month of termination divided by twenty-four (24); and (b) if the Hotel has not been operating for at least twenty-four (24) months, the quotient of all Monthly Royalty Fees due under this Agreement for the period between the Opening Date and the termination date divided by the number of months between the Opening Date and the termination date. Any percentage fee discounts (including fee ramps) are excluded from the calculation of Hotel’s Average Monthly Royalty Fees.

“Improper Payment” means: (a) any payment, offer, gift or promise to pay or authorization of the payment or transfer of other things of value, including without limitation any portion of the compensation, fees or reimbursements received hereunder or the provision of any service, gift or entertainment, directly or indirectly to (i) a Government Official; (ii) any director, officer, employee or commercial partner of a Party or its Affiliates; or, (iii) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, for purposes of obtaining or influencing official actions or decisions or securing any improper advantage in order to obtain, retain or direct business; (b) payments made and expenses incurred in connection with performance of obligations under this Agreement that are not made and recorded with sufficient accuracy, detail, and control to meet the standards in applicable Anti-Corruption Laws; or, (c) any other transaction in violation of applicable Anti-Corruption Laws.
“Indemnified Parties” means us and our Affiliates and our and their respective predecessors, successors and assigns, and the members, officers, directors, employees, managers, and agents.

“Information” means all information we obtain from you or about the Hotel or its guests or prospective guests under this Agreement or under any agreement ancillary to this Agreement, including agreements relating to the computerized reservation, revenue management, property management, and other systems we provide or require, or otherwise related to the Hotel. Information includes, but is not limited to, Operational Information, Proprietary Information, and Personal Information.

“Interim Remedy” has the meaning set forth in Subsection 14.3.

“Laws” means all public laws, statutes, ordinances, orders, rules, regulations, permits, licenses, certificates, authorizations, directions and requirements of all Governments and Government Entities having jurisdiction over the Hotel, Hotel Site or over Franchisee to operate the Hotel, which, now or hereafter, may apply to the construction, renovation, completion, equipping, opening and operation of the Hotel, including Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and 28 C.F.R. Part 36.

“License” has the meaning set forth in Subsection 2.1.

“Liquidated Damages” has the meaning set forth in Subsections 6.4.4 and 14.4.

“Management Company” has the meaning set forth in Subsection 7.1.

“Manual” means all written compilations of the Standards. The Manual may take the form of one or more of the following: one or more looseleaf or bound volumes; bulletins; notices; videos; CD-ROMS and/or other electronic media; online postings; e-mail and/or electronic communications; facsimiles; or any other medium capable of conveying the Manual’s contents.

“Marks” means the Brand and all other business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, service marks, symbols, trademarks, trade dress and trade names (whether registered or unregistered) used in the System.

“Monthly Fees” means, collectively, [INSERT FOR HFS, CI, WA: the Monthly Food and Beverage Fee] the Monthly Program Fee and the Monthly Royalty Fee.

[INSERT FOR HFS, CI, WA] “Monthly Food and Beverage Fee” means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

“Monthly Program Fee” means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

“Monthly Royalty Fee” means the fee we require from you in Subsection 8.1, which is set forth in the Addendum.

“Network” means the hotels, inns, conference centers, timeshare properties and other operations that Hilton Worldwide and its subsidiaries own, license, lease, operate or manage now or in the future.

“Network Hotel” means any hotel, inn, conference center, timeshare property or other similar facility within the Network.

“Opening Date” means the day on which we first authorize the opening of the facilities, Guest Rooms or services of the Hotel to the general public under the Brand.
“**Operational Information**” means all information concerning the Monthly Fees, other revenues generated at the Hotel, room occupancy rates, reservation data and other financial and non-financial information we require.

“**Other Business(es)**” means any business activity we or our Affiliates engage in, other than the licensing of the Hotel.

“**Other Hotels**” means any hotel, inn, lodging facility, conference center or other similar business, other than a System Hotel or a Network Hotel.

[**INSERT FOR RU**] “**Package**” means any specific grouping or selection of furniture, furnishings, fixtures, equipment, amenities, services and/or other supplies that we designate, which must be acquired together as one package, installed and used at the Hotel.

“**Permitted Transfer**” means any Transfer by you or your Equity Owners as specified in Section 13.2 of this Agreement.

“**Person(s)**” means a natural person or entity.

“**Personal Information**” means any information that: (i) can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual; or (ii) pertains in any way to an identified or identifiable individual. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files.

“**PIP**” means product improvement plan.

“**PIP Fee**” means the fee we charge for creating a PIP.

“**Plans**” means your plans, layouts, specifications, and drawings for the Hotel that use and incorporate the Standards.

“**Principal Mark**” is the Mark identified as the Principal Mark in the Addendum.

“**Privacy Laws**” means any international, national, federal, provincial, state, or local law, code, rule or regulation that regulates the processing of Personal Information in any way, including data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules.

“**Proprietary Information**” means all information or materials concerning the methods, techniques, plans, specifications, procedures, data, systems and knowledge of and experience in the development, operation, marketing and licensing of the System, including the Standards and the Manuals, whether developed by us, you, or a third party.

“**Publicly Traded Equity Interest**” means any Equity Interest that is traded on any securities exchange or is quoted in any publication or electronic reporting service maintained by the National Association of Securities Dealers, Inc., or any of its successors.

“**Quality Assurance Re-Evaluation Fee**” has the meaning set forth in Subsection 4.5.

“**Renovation Commencement Date**” means the date set out in the Addendum, if applicable, by which you must commence Renovation Work.

“**Renovation Work**” means the renovation and/or construction work, as the context requires, including purchasing and/or leasing and installation of all [**INSERT FOR RU**] Packages, fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items that would be required of a new System Hotel under the Manual, and any other [**INSERT FOR RU**] Packages.
equipment, furnishings and supplies that we may require for you to operate the Hotel as set out in any PIP applicable to the Hotel.

“Renovation Work Completion Date” means any date set out in the Addendum by which you must complete Renovation Work.

“Reports” mean daily, monthly, quarterly and annual operating statements, profit and loss statements, balance sheets, and other financial and non-financial reports we require.

“Reservation Service” means the reservation service we designate in the Standards for use by System Hotels.

[INSERT ONLY IF RESTRICTED AREA PROVISION GRANTED] “Restricted Area Provision” has the meaning set forth in the Addendum.

“Room Addition Fee” means a sum equal to the then-current Room Addition Fee charged for new System Hotels multiplied by the number of Additional Guest Rooms you wish to add to the Hotel in accordance with Subsection 6.6.3.

“Sanctioned Person” means any person or entity, including those owned (other than with respect to Publicly Traded Equity Interests), controlled by, or acting on behalf of such persons or entities: (a) who is, or is owned or controlled by, or acting on behalf of the Government of any country subject to comprehensive U.S. sanctions in force and which currently include the Government of Cuba, Iran, North Korea, Sudan, and Syria (“Sanctioned Countries”); (b) located in, organized under the laws of or ordinarily resident in Sanctioned Countries; (c) identified by any government or legal authority under applicable Trade Restrictions as a person with whom dealings and transactions by Franchisee and/or its Affiliates are prohibited or restricted, including but not limited to persons designated under United Nations Security Council Resolutions, the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) List of Specially Designated Nationals and Other Blocked Persons; the U.S. Department of State’s lists of persons subject to non-proliferation sanctions; the European Union Financial Sanctions List; persons and entities subject to Special Measures regulations under Section 311 of the USA PATRIOT Act and the Bank Secrecy Act.

“Securities” means any public offering, private placement or other sale of securities in the Franchisee, the Hotel or the Hotel Site.

“Site” means domain names, the World Wide Web, the Internet, computer network/distribution systems, or other electronic communications sites, including mobile applications.

“Standards” means all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the Hotel, and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication. The Standards do not include any personnel policies or procedures that we may, at our option, make available to you in the Manual or other written communication. You may, in your sole judgment, determine to what extent, if any, any such personnel policies or procedures might apply to the Hotel or Hotel Site.

“System” means the elements, including know-how, that we designate to distinguish hotels operating worldwide under the Brand (as may in certain jurisdictions be preceded or followed by a supplementary identifier such as “by Hilton”) that provide to the consuming public a similar, distinctive, high-quality hotel service. The System currently includes: the Brand, the Marks, the Trade Name, and the Standards; access to a reservation service; advertising, publicity and other marketing programs and materials; training programs and materials; and programs for our inspection of the Hotel and consulting with you.
“System Hotels” means hotels operating under the System using the Brand name.

[DELETE FOR CY, RU] “System’s Average Monthly Royalty Fees” means the average Monthly Royalty Fees per Guest Room owed to us by all System Hotels in operation in the United States over the twelve (12) full calendar month period immediately preceding the month of termination, multiplied by the number of approved Guest Rooms at the Hotel. Any percentage fee discounts (including fee ramps) are excluded from the calculation of System’s Average Monthly Royalty Fees. For the avoidance of doubt, any System Hotel that has not been in operation for at least twelve (12) full calendar months immediately preceding the month of termination is not included in determining the System’s Average Monthly Royalty Fees.

“Term” has the meaning set forth in Section 3.0.

“Trade Name” means the name of the Hotel set forth in the Addendum.

“Trade Restrictions” means trade, economic or investment sanctions, export controls, anti-terrorism, non-proliferation, anti-money laundering and similar restrictions in force pursuant to laws, rules and regulations imposed under Laws to which the Parties are subject.

“Transfer” means in all its forms, any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest.

“Transferee” means the proposed new franchisee resulting from a Transfer.

“Your Agreements” means any other agreement between you and us or any of our Affiliates related to this Agreement, the Hotel and/or the Hotel Site.

2.0 GRANT OF LICENSE

2.1 Non-Exclusive License. We grant to you and you accept a limited, non-exclusive License to use the Marks and the System during the Term at, and in connection with, the operation of the Hotel in accordance with the terms of this Agreement.

2.2 Reserved Rights.

2.2.1 This Agreement does not limit our right, or the right of our Affiliates, to own, license or operate any Other Business of any nature, whether in the lodging or hospitality industry or not, and whether under the Brand, a Competing Brand, or otherwise. We and our Affiliates have the right to engage in any Other Businesses, even if they compete with the Hotel, the System, or the Brand, and whether we or our Affiliates start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such Other Businesses.

2.2.2 We may also:

2.2.2.1 add, alter, delete or otherwise modify elements of the System;

2.2.2.2 use or license to others all or part of the System;

2.2.2.3 use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and

2.2.2.4 use the System, the Brand and the Marks in the Other Businesses.

2.2.3 You acknowledge and agree that you have no rights to, and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including
liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty.

[INCLUDE ONLY IF RESTRICTED AREA PROVIDED:]

2.3 Restricted Area Provision. The Restricted Area Provision is set forth in the Addendum.

3.0 TERM

The Term shall begin on the Effective Date and will end, without further notice, on the Expiration Date set forth in the Addendum, unless terminated earlier under the terms of this Agreement. You acknowledge and agree that this Agreement is non-renewable and that this Agreement confers on you absolutely no rights of license renewal or extension whatsoever following the Expiration Date.

4.0 OUR RESPONSIBILITIES

We have the following responsibilities to you under this Agreement. We reserve the right to fulfill some or all of these responsibilities through one of our Affiliates or through unrelated third parties, in our sole business judgment. We may require you to make payment for any resulting services or products directly to the provider.

4.1 Training. We may specify certain required and optional training programs and provide these programs at various locations. We may charge you for required training services and materials and for optional training services and materials we provide to you. You are responsible for all travel, lodging and other expenses you or your employees incur in attending these programs.

4.2 Reservation Service. We will furnish you with the Reservation Service. The Reservation Service will be furnished to you on the same basis as it is furnished to other System Hotels, subject to the provisions of Subsection 14.3 below.

4.3 Consultation. We may offer consultation services and advice in areas such as operations, facilities, and marketing. We may establish fees in advance, or on a project-by-project basis, for any consultation service or advice you request.

4.4 Marketing.

4.4.1 We will publish (either in hard copy or electronic form) and make available to the traveling public a directory that includes System Hotels. We will include the Hotel in advertising of System Hotels and in international, national and regional marketing programs in accordance with our general practice for System Hotels.

4.4.2 We will use your Monthly Program Fee to pay for various programs to benefit the System, including:

4.4.2.1 advertising, promotion, publicity, public relations, market research, and other marketing programs;

4.4.2.2 developing and maintaining directories of and Internet sites for System Hotels;

4.4.2.3 developing and maintaining the Reservation Service systems and support; and

4.4.2.4 administrative costs and overhead related to the administration or direction of these projects and programs.
4.4.3 We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising, and the selection of promotional programs.

4.4.4 We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, and/or other services with any other entity, including any of our Affiliates or third parties.

4.4.5 You acknowledge that Monthly Program Fees are intended for the benefit of the System and will not simply be used to promote or benefit any one System Hotel or market. We will have no obligation in administering any activities paid for with the Monthly Program Fee to make expenditures for you that are equivalent or proportionate to your payments or to ensure that the Hotel benefits directly or proportionately from such expenditures.

4.4.6 We may create any programs and allocate monies derived from Monthly Program Fees to any regions or localities, as we consider appropriate in our sole business judgment. The aggregate of Monthly Program Fees paid to us by System Hotels does not constitute a trust or “advertising fund” and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other System Hotels.

4.4.7 We are not obligated to expend funds in excess of the amounts received from System Hotels. If any interest is earned on unused Monthly Program Fees, we will use the interest before using the principal. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions offered by us in which you voluntarily choose to participate. These Monthly Program Fees do not cover the cost of operating the Hotel in accordance with the Standards.

4.4.8 **Inspections/Compliance Assistance.** We will administer a quality assurance program for the System that may include conducting pre-opening and periodic inspections of the Hotel and guest satisfaction surveys and audits to ensure compliance with the Standards. You will permit us to inspect the Hotel without prior notice to you to determine if the Hotel is in compliance with the Standards. You will cooperate with our representatives during these inspections. You will then take all steps necessary to correct any deficiencies within the times we establish. You may be charged a Quality Assurance Re-Evaluation Fee as set forth in the Standards. You will provide complimentary accommodations for the quality assurance auditor each time we conduct a regular inspection or a special on-site quality assurance re-evaluation after the Hotel has failed a regular quality assurance evaluation or to verify that deficiencies noted in a quality assurance evaluation report or PIP have been corrected or completed by the required dates.

4.4.9 **Manual.** We will issue to you or make available in electronic form the Manual and any revisions and updates we may make to the Manual during the Term. You agree to ensure that your copy of the Manual is, at all times, current and up to date. If there is any dispute as to your compliance with the provisions of the Manual, the master copy of the Manual maintained at our principal office will control.

4.4.10 **Equipment and Supplies.** We will make available to you for use in the Hotel various purchase, lease, or other arrangements for exterior signs, operating equipment, operating supplies, [INSERT FOR RU] Packages and furnishings, which we make available to other System Hotels.

5.0 YOUR RESPONSIBILITIES

5.1 Operational and Other Requirements. You must:

5.1.1 operate the Hotel twenty-four (24) hours a day after the Opening Date;

5.1.2 operate the Hotel using the System, in compliance with this Agreement and the Standards, and in such a manner to provide courteous, uniform, respectable and high quality lodging and other services and conveniences to the public. You acknowledge that, although we provide the
Standards, you have exclusive day-to-day control of the business and operation of the Hotel and we do not in any way possess or exercise such control;

5.1.3 comply with the Standards, including our specifications for all supplies, products and services. We may require you to purchase a particular brand of product or service to maintain the common identity and reputation of the Brand, and you will comply with such requirements. Unless we specify otherwise, you may purchase products from any authorized source of distribution; however, we reserve the right, in our business judgment, to enter into exclusive purchasing arrangements for particular products or services and to require that you purchase products or services from approved suppliers or distributors;

5.1.4 install, display, and maintain signage displaying or containing the Brand name and other distinguishing characteristics in accordance with Standards we establish for System Hotels;

5.1.5 comply with Standards for the training of persons involved in the operation of the Hotel, including completion by the General Manager and other key personnel of the Hotel of a training program for operation of the Hotel under the System, at a site we designate. You will pay us all fees and charges, if any, we require for your personnel to attend these training programs. You are responsible for all travel, lodging and other expenses you or your employees incur in attending these programs;

5.1.6 purchase and maintain property management, revenue management, in-room entertainment, telecommunications, high-speed internet access, and other computer and technology systems that we designate for the System or any portion of the System based on our assessment of the long-term best interests of System Hotels, considering the interest of the System as a whole;

5.1.7 advertise and promote the Hotel and related facilities and services on a local and regional basis in a first-class, dignified manner, using our identity and graphics Standards for all System Hotels, at your cost and expense. You must submit to us for our approval samples of all advertising and promotional materials that we have not previously approved (including any materials in digital, electronic or computerized form or in any form of media that exists now or is developed in the future) before you produce or distribute them. You will not begin using the materials until we approve them. You must immediately discontinue your use of any advertising or promotional material we disapprove, even if we previously approved the materials;

5.1.8 participate in and pay all charges in connection with all required System guest complaint resolution programs, which programs may include chargebacks to the Hotel for guest refunds or credits and all required System quality assurance programs, such as guest comment cards, customer surveys and mystery shopper programs. You must maintain minimum performance Standards and scores for quality assurance programs we establish;

5.1.9 honor all nationally recognized credit cards and credit vouchers issued for general credit purposes that we require and enter into all necessary credit card and voucher agreements with the issuers of such cards or vouchers;

5.1.10 participate in and use the Reservation Service, including any additions, enhancements, supplements or variants we develop or adopt, and honor and give first priority on available rooms to all confirmed reservations referred to the Hotel through the Reservation Service. The only reservation service or system you may use for outgoing reservations referred by or from the Hotel to other Network Hotels will be the Reservation Service or other reservation services we designate;

5.1.11 comply with Laws and, on request, give evidence to us of compliance;

5.1.12 participate in, and promptly pay all fees, commissions and charges associated with, all travel agent commission programs and third-party reservation and distribution services (such as airline reservation systems), all as required by the Standards and in accordance with the terms of these programs, all of which may be modified;
5.1.13 not engage, directly or indirectly, in any cross-marketing or cross-promotion of the Hotel with any Other Hotel or related business, without our prior written consent. You agree to refer guests and customers, wherever reasonably possible, only to System Hotels or Network Hotels. We may require you to participate in programs designed to refer prospective customers to Other Hotels. You must display all material, including brochures and promotional material we provide for System Hotels and Network Hotels, and allow advertising and promotion only of System Hotels and Network Hotels on the Hotel Site, unless we specifically direct you to include advertising or promotion of Other Hotels;

5.1.14 treat as confidential the Standards, the Manual and all other Proprietary Information. You acknowledge and agree that you do not acquire any interest in the Proprietary Information other than the right to utilize the same in the development and operation of the Hotel under the terms of this Agreement. You agree that you will not use the Proprietary Information in any business or for any purpose other than in the development and operation of the Hotel under the System and will maintain the absolute confidentiality of the Proprietary Information during and after the Term. You will not make unauthorized copies of any portion of the Proprietary Information; and will adopt and implement all procedures we may periodically establish in our business judgment to prevent unauthorized use or disclosure of the Proprietary Information, including restrictions on disclosure to employees and the use of non-disclosure and non-competition clauses in agreements with employees, agents and independent contractors who have access to the Proprietary Information;

5.1.15 not become a Competitor, or permit your Affiliate to become a Competitor, in the luxury upper upscale upper midscale hotel market segment, or any substantially equivalent market segment, as determined by Smith Travel Research ("STR") (or, if STR is no longer in existence, STR's successor or other such industry resource that is as equally as reputable as STR);

5.1.16 own fee simple title (or long-term ground leasehold interest for a term equal to the Term) to the real property and improvements that comprise the Hotel and the Hotel Site, or alternatively, at our request, cause the fee simple owner, or other third party acceptable to us, to provide its guaranty covering all of your obligations under this Agreement in form and substance acceptable to us;

5.1.17 maintain legal possession and control of the Hotel and Hotel Site for the Term and promptly deliver to us a copy of any notice of default you receive from any mortgagee, trustee under any deed of trust, or ground lessor for the Hotel, and on our request, provide any additional information we may request related to any alleged default;

5.1.18 not directly or indirectly conduct, or permit by lease, concession arrangement or otherwise, gaming or casino operations in or connected to the Hotel or on the Hotel Site, or otherwise engage in any activity which, in our business judgment, is likely to adversely reflect upon or affect in any manner, any gaming licenses or permits held by us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of us or any of our Affiliates;

5.1.19 not directly or indirectly conduct or permit the marketing or sale of timeshares, vacation ownership, fractional ownership, condominiums or like schemes at, or adjacent to, the Hotel. This restriction will not prohibit you from directly or indirectly conducting timeshare, vacation ownership, fractional ownership, or condominium sales or marketing at and for any property located adjacent to the Hotel that is owned or leased by you so long as you do not use any of the Marks in such sales or marketing efforts and you do not use the Hotel or its facilities in such sales and marketing efforts or in the business operations of the adjacent property;

5.1.20 participate in and pay all charges related to our marketing programs (in addition to programs covered by the Monthly Program Fee), all guest frequency programs we require, and any optional programs that you opt into;
5.1.21 honor the terms of any discount or promotional programs (including any frequent guest program) that we offer to the public on your behalf, any room rate quoted to any guest at the time the guest makes an advance reservation, and any award certificates issued to Hotel guests participating in these programs;

5.1.22 after the Effective Date, maintain, at your expense, insurance of the types and in the minimum amounts we specify in the Standards. All such insurance must be with insurers having the minimum ratings we specify, name as additional insureds the parties we specify in the Standards, and carry the endorsements and notice requirements we specify in the Standards. If you fail or neglect to obtain or maintain the insurance or policy limits required by this Agreement or the Standards, we have the option, but not the obligation, to obtain and maintain such insurance without notice to you, and you will immediately on our demand pay us the premiums and cost we incur in obtaining this insurance;

5.1.23 not share the business operations and Hotel facilities with any Other Hotel or other business;

5.1.24 provide to us information we reasonably request about any proposed lease or sublease of commercial space, or other concession arrangements, in the Hotel in the ordinary course of business, so that we may review and approve the nature of the proposed business, including the proposed brand and concept, in compliance with our then-current Standards for System Hotels;

5.1.25 not engage in any tenant-in-common syndication or Transfer of any tenant-in-common interest in the Hotel or the Hotel Site; and

5.1.26 promptly provide to us all information we reasonably request about you and your Affiliates (including your respective beneficial owners, officers, directors, shareholders, partners or members) and/or the Hotel, title to the property on which the Hotel is constructed and any other property used by the Hotel.

6.0 HOTEL WORK

6.1 Necessary Consents.

6.1.1 You must obtain our prior written consent before retaining or engaging any architect, interior designer, general contractor and major subcontractors for the Hotel. We will not unreasonably withhold such consent.

6.1.2 Plans and Designs must be submitted to us in accordance with the schedule specified in the Addendum or any PIP. Before we approve your Plans, your architect or other certified professional must certify to us that the Plans comply with all Laws related to accessibility/accommodations/facilities for those with disabilities.

6.1.3 You shall not commence any Hotel Work unless and until we have issued our written consent in respect of the Plans and Designs, which consent will not be unreasonably withheld.

6.1.4 Once we have provided our consent to the Plans and Designs, no change may be made to the Plans or Designs without our prior written consent. By consenting to the Plans and Designs or any changes or modifications to the Plans and Designs, we do not warrant the depth of our analysis or assume any responsibility or liability for the suitability of the Plans and Designs or the resulting Hotel Work.

6.1.5 You are solely responsible for ensuring that the Plans and Designs (including Plans and Designs for Hotel Work) comply with our then-current Standards, the Manual, [INSERT FOR RU] our Package requirements, and all Laws.
6.2 Initial Hotel Work. You will perform or cause the Hotel Work to be performed in accordance with this Agreement, the approved Plans and Designs, [INSERT FOR RU] the approved Package, the Manual and, for Renovation Work, the PIP. You will bear the entire cost of the Hotel Work, including the cost of the Plans and Designs, professional fees, licenses, permits, [INSERT FOR RU] Packages, equipment, furniture, furnishings and supplies. You are solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Hotel Work.

6.3 Commencement and Completion of the Hotel Work.

6.3.1 You will commence the Hotel Work on or before the Construction Commencement Date or Renovation Commencement Date specified in the Addendum. You may request an extension by submitting a written request for our approval before the applicable deadline, describing the status of the project and the reason for the requested extension, and paying our then-current extension fee. We may condition our approval on an update to the Plans and Designs. Once commenced, the Hotel Work will continue uninterrupted except to the extent continuation is prevented by events of Force Majeure. You must give written notice to us specifying the nature and duration of any event of Force Majeure promptly after becoming aware of the event, and specifying that you have used, and continue to use, reasonable endeavours to mitigate the effects of such event until such event ceases to exist. On verification of the event of Force Majeure, we will approve an extension of the applicable commencement or completion date for up to eighteen (18) months. You must promptly provide to us evidence that the Construction Work or Renovation Work has commenced if we request it.

6.3.2 The Hotel Work must be completed and the Hotel must be furnished, equipped, and otherwise made ready to open in accordance with the terms of this Agreement no later than the Construction Work Completion Date or Renovation Work Completion Date specified in the Addendum. You may request an extension by submitting a written request for our approval before the applicable deadline, describing the status of the project and the reason for the requested extension, and paying our then-current extension fee.

6.3.3 On completion of the Hotel Work and, as a condition to our authorization to open the Hotel, your architect, general contractor or other certified professional must provide us with a certificate stating that the as-built premises comply with all Laws relating to accessibility/accommodations/facilities for those with disabilities.

6.4 Opening the Hotel.

6.4.1 If the Hotel is not open under the Brand on the Effective Date, you will open the Hotel on the Opening Date. You will not open the Hotel unless and until you receive our written consent to do so pursuant to Subsection 6.4.2 or 6.4.3.

6.4.2 You will give us at least fifteen (15) days advance notice that you have complied with all the terms and conditions of this Agreement and the Hotel is ready to open. We will use reasonable efforts within fifteen (15) days after we receive your notice to visit the Hotel and to conduct other investigations as we deem necessary to determine whether to authorize the opening of the Hotel, but we will not be liable for delays or loss occasioned by our inability to complete our investigation and to make this determination within the fifteen (15) day period. If you fail to pass our initial opening site visit, we may, in our sole business judgment, charge you reasonable fees associated with any additional visits.

6.4.3 We shall be entitled to withhold our consent to the opening of the Hotel until:

6.4.3.1 you have complied with all the terms and conditions in this Agreement;

6.4.3.2 your staff has received adequate training and instruction in the manner we require;
6.4.3.3 you have received authorization to open the Hotel from the relevant
governmental authority for the jurisdiction in which the Hotel is located, if applicable; and

6.4.3.4 all fees and charges you owe to us or our Affiliates have been paid.

6.4.4 Opening the Hotel before the Opening Date is a material breach of this Agreement.

6.4.4.1 You will pay us Liquidated Damages in the amount of Five Thousand Dollars ($5,000) per day if you open the Hotel before the Opening Date to compensate us for the damage caused by such breach. You must also reimburse us for all of our costs and expenses, including legal fees, incurred in enforcing our rights under this Agreement.

6.4.4.2 These Liquidated Damages for damage to our Marks shall not limit or exclude any other remedies we may have at law or in equity. You acknowledge and agree that the Liquidated Damages payable under this Subsection represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of the opening of the Hotel before the Opening Date in material breach of this Agreement.

6.5 Performance of Agreement. You must satisfy all of the terms and conditions of this Agreement, and equip, supply, staff and otherwise make the Hotel ready to open under our Standards. As a result of your efforts to comply with the terms and conditions of this Agreement, you will incur significant expense and expend substantial time and effort. You acknowledge and agree that we will have no liability or obligation to you for any losses, obligations, liabilities or expenses you incur if we do not authorize the Hotel to open or if we terminate this Agreement because you have not complied with the terms and conditions of this Agreement.

6.6 Hotel Refurbishment and Room Addition.

6.6.1 We may periodically require you to modernize, rehabilitate and/or upgrade the Hotel's [INSERT FOR RU] Package, fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then-current Standards. You will make these changes at your sole cost and expense and in the time frame we require.

6.6.2 You may not make any significant changes (including major changes in structure, design or décor) in the Hotel. [INSERT FOR RU] As long as they do not change or affect Package requirements, [m/M]inor redecoration and minor structural changes that comply with our Standards will not be considered significant.

6.6.3 You may not make any change in the number of approved Guest Rooms in the Addendum. If you wish to add additional Guest Rooms to the Hotel after the Opening Date, you must submit an application to obtain our consent. Our consent to the addition of Guest Rooms at the Hotel will be conditioned upon the payment of our then-current Room Addition Fee and execution of an amendment to this Agreement in the form required by us. Further, as a condition to our granting approval of your application, we may require you to modernize, rehabilitate or upgrade the Hotel in accordance with Subsection 6.6.1 of this Agreement, and to pay us our then-current PIP Fee to prepare a PIP to determine the renovation requirements for the Hotel. We may also require you to execute an amendment to this Agreement covering the terms and conditions of our consent to the addition of Guest Rooms.

7.0 STAFF AND MANAGEMENT OF THE HOTEL

7.1 You are solely responsible for the management of the Hotel's business. You will provide qualified and experienced management (a “Management Company”) [IF APPLICABLE] at least six (6) months before the Opening Date. Your management company must be approved by us in writing. We have the right to communicate directly with the Management Company and managers at the Hotel. We may rely on the communications of such managers or Management Company as being on your behalf.
Any Management Company and its employees must have the authority to perform all of your obligations under this Agreement. The engagement of a Management Company does not reduce your obligations under this Agreement. In the case of any conflict between this Agreement and any agreement with the Management Company, this Agreement prevails.

7.2 You represent and agree that you have not, and will not, enter into any lease, management agreement or other similar arrangement for the operation of the Hotel or any part of the Hotel without our prior written consent. To be approved by us as the operator of the Hotel, you and any proposed Management Company must be qualified to manage the Hotel. We may refuse to approve you or any proposed Management Company that is a Competitor or which, in our business judgment, is inexperienced or unqualified in managerial skills or operating capability or is unable or unwilling to adhere fully to your obligations under this Agreement.

7.3 If the Management Company becomes a Competitor or the Management Company is terminated by you or otherwise becomes unsuitable in our sole business judgment to manage the Hotel during the Term, you will have ninety (90) days to retain a qualified substitute Management Company that is acceptable to us.

8.0 PAYMENT OF FEES

8.1 Monthly Fees. Beginning on the Opening Date, you will pay to us for each month (or part of a month, including the final month you operate under this Agreement) the Monthly Fees, each of which is set forth in the Addendum.

8.2 Calculation and Payment of Fees.

8.2.1 The Monthly Fees will be calculated in accordance with the accounting methods of the then-current Uniform System of Accounts for the Lodging Industry, or such other accounting methods specified by us in the Manual.

8.2.2 The Monthly Fees will be paid to us at the place and in the manner we designate on or before the fifteenth (15th) day of each month and will be accompanied by our standard schedule setting forth in reasonable detail the computation of the Monthly Fees for such month.

8.2.3 We may require you to transmit the Monthly Fees and all other payments required under this Agreement by wire transfer or other form of electronic funds transfer and to provide the standard schedule in electronic form. You must bear all costs of wire transfer or other form of electronic funds transfer or other electronic payment and reporting.

8.2.4 In the event of fire or other insured casualty that results in a reduction of Gross Rooms Revenue [INSERT ONLY FOR HFS, CI, WA: and Gross Food and Beverage Revenue], you will determine and pay us, from the proceeds of any business interruption or other insurance applicable to loss of revenues, an amount equal to the forecasted Monthly Fees, based on the Gross Rooms Revenue [INSERT ONLY FOR HFS, CI, WA: and Gross Food and Beverage Revenue] amounts agreed on between you and your insurance company that would have been paid to us in the absence of such casualty.

8.2.5 [INSERT ONLY FOR HFS, CI, WA] If Hotel accommodations are bundled with food and beverage arrangements or other services when charged to the customer, you will make a good faith reasonable allocation of the resulting revenue between Gross Rooms Revenue and Gross Food and Beverage Revenue, consistent with the Uniform System of Accounts for the Lodging Industry.

8.3 Other Fees. You will timely pay all amounts due us or any of our Affiliates for any invoices or for goods or services purchased by or provided to you or paid by us or any of our Affiliates on your behalf.
8.4 Taxes. If a Gross Receipts Tax is imposed on us or any of our Affiliates based on payments made by you related to this Agreement, then you must reimburse us or the affected Affiliates for such Gross Receipts Tax to ensure that the amount we or our Affiliates retain, after paying the Gross Receipts Tax, equals the net amount of the payments you are required to pay us or our Affiliates had such Gross Receipts Tax not been imposed. You are not required to pay income taxes payable by us or any of our Affiliates as a result of our net income relating to fees collected under this Agreement.

8.5 Application of Fees. We may apply any amounts received from you to any amounts due under this Agreement.

9.0 PROPRIETARY RIGHTS

9.1 Our Proprietary Rights.

9.1.1 You will not contest, either directly or indirectly during or after the Term:

9.1.1.1 our (and/or any of our Affiliates') ownership of, rights to and interest in the System, Brand, Marks and any of their elements or components, including present and future distinguishing characteristics and agree that neither you nor any design or construction professional engaged by you may use our Standards, our Manual or your approved Plans and Designs for any hotel or lodging project other than the Hotel;

9.1.1.2 our sole right to grant licenses to use all or any elements or components of the System;

9.1.1.3 that we (and/or our Affiliates) are the owner of (or the licensee of, with the right to sub-license) all right, title and interest in and to the Brand and the Marks used in any form and in any design, alone or in any combination, together with the goodwill they symbolize; or

9.1.1.4 the validity or ownership of the Marks.

9.1.2 You acknowledge that these Marks have acquired a secondary meaning or distinctiveness which indicates that the Hotel, Brand and System are operated by or with our approval. All improvements and additions to, or associated with, the System, all Marks, and all goodwill arising from your use of the System and the Marks, will inure to our benefit and become our property (or that of our applicable Affiliates), even if you develop them.

9.1.3 You agree not to directly or indirectly dilute the value of the goodwill attached to the Marks, the Brand or the System. You will not apply for or obtain any trademark or service mark registration of any of the Marks or any confusingly similar marks in your name or on behalf of or for the benefit of anyone else. You acknowledge that you are not entitled to receive any payment or other value from us or from any of our Affiliates for any goodwill associated with your use of the System or the Marks, or any elements or components of the System.

9.2 Trade Name, Use of the Marks.

9.2.1 Trade Name.

9.2.1.1 The Hotel will be initially known by the Trade Name set forth in the Addendum. We may change the Trade Name, the Brand name and/or any of the Marks (but not the Principal Mark), or the way in which any of them (including the Principal Mark) are depicted, at any time at our sole option and at your expense. You may not change the Trade Name without our specific prior written consent.

9.2.1.2 You acknowledge and agree that you are not acquiring the right to use any business names, copyrights, designs, distinguishing characteristics, domain names, emblems,
insignia, logos, slogans, service marks, symbols, trademarks, trade dress, trade names or any other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.

9.3 Use of Trade Name and Marks. You will operate under the Marks, using the Trade Name, at the Hotel. You will not adopt any other names or marks in operating the Hotel without our approval. You will not, without our prior written consent, use any of the Marks, or the word “Hilton,” or other Network trademarks, trade names or service marks, or any similar words or acronyms, in:

9.3.1 your corporate, partnership, business or trade name;

9.3.2 any Internet-related name (including a domain name);

9.3.3 or any business operated separately from the Hotel, including the name or identity of developments adjacent to or associated with the Hotel.

9.4 Trademark Disputes.

9.4.1 You will immediately notify us of any infringement or dilution of or challenge to your use of any of the Marks and will not, absent a court order or our prior written consent, communicate with any other person regarding any such infringement, dilution, challenge or claim. We will take the action we deem appropriate with respect to such challenges and claims and have the sole right to handle disputes concerning use of all or any part of the Marks or the System. You will fully cooperate with us and our applicable Affiliate in these matters. We will reimburse you for expenses incurred by you as the direct result of activities undertaken by you at our prior written request and specifically relating to the trademark dispute at issue. We will not reimburse you for any other expenses incurred by you for cooperating with us or our Affiliates.

9.4.2 You appoint us as your exclusive, true and lawful attorney-in-fact, to prosecute, defend and/or settle all disputes of this type at our sole option. You will sign any documents we or our applicable Affiliate believe are necessary to prosecute, defend or settle any dispute or obtain protection for the Marks and the System and will assign to us any claims you may have related to these matters. Our decisions as to the prosecution, defense or settlement of the dispute will be final. All recoveries made as a result of disputes regarding use of all or part of the System or the Marks will be for our account.

9.5 Web Sites.

9.5.1 You may not register, own, maintain or use any Sites that relate to the Network or the Hotel or that include the Marks. The only domain names, Sites, or Site contractors that you may use relating to the Hotel or this Agreement are those we assign or otherwise approve in writing. You acknowledge that you may not, without a legal license or other legal right, post on your Sites any material in which any third party has any direct or indirect ownership interest. You must incorporate on your Sites any information we require in the manner we deem necessary to protect our Marks.

9.5.2 Any use of the Marks on any Site must conform to our requirements, including the identity and graphics Standards for all System hotels. Given the changing nature of this technology, we have the right to withhold our approval, and to withdraw any prior approval, and to modify our requirements.

9.6 Covenant.

9.6.1 You agree, as a direct covenant with us and our Affiliates, that you will comply with all of the provisions of this Agreement related to the manner, terms and conditions of the use of the Marks and the termination of any right on your part to use any of the Marks. Any non-compliance by you with this covenant or the terms of this Agreement related to the Marks, or any unauthorized or improper
use of the System or the Marks, will cause irreparable damage to us and/or our Affiliates and is a material breach of this Agreement.

9.6.2 If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of our applicable Affiliates, along with the successors and assigns of each, will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we or our Affiliates may have at law. You consent to the entry of such temporary and permanent injunctions. You must pay all costs and expenses, including reasonable attorneys’ fees, expert fees, costs and other expenses of litigation that we and/or our Affiliates may incur in connection with your non-compliance with this covenant.

10.0 REPORTS, RECORDS, AUDITS, AND PRIVACY

10.1 Reports.

10.1.1 At our request, you will prepare and deliver to us the Reports containing the Operational Information (and any other information we reasonably require) in the form, manner and time frame we require. At a minimum, by the fifteenth (15th) day of each month, you will submit to us the Operational Information for the previous month and reflecting the computation of the amounts then due under Section 8, in the form, manner and time frame we require.

10.1.2 The Reports will be certified as accurate in the manner we require. You will permit us to inspect your books and records at all reasonable times.

10.2 Maintenance of Records. You will prepare, on a current basis, (and preserve for no less than the greater of four (4) years or the time period we stated in our record retention requirements), complete and accurate records concerning Gross Rooms Revenue and all financial, operating, marketing and other aspects of the Hotel. You will maintain an accounting system that fully and accurately reflects all financial aspects of the Hotel and its business. These records will include books of account, tax returns, governmental reports, register tapes, daily reports, and complete quarterly and annual financial statements (including profit and loss statements, balance sheets and cash flow statements) and will be prepared in the form, manner and time frame we require.

10.3 Audit.

10.3.1 We may require you to have the Gross Rooms Revenue, fees or other monies due to us computed and certified as accurate by a certified public accountant. During the Term and for two (2) years thereafter, we and our authorized agents have the right to verify Operational Information required under this Agreement by requesting, receiving, inspecting and auditing, at all reasonable times, any and all records referred to above wherever they may be located (or elsewhere if we request).

10.3.2 If any inspection or audit reveals that you understated or underpaid any payment due to us, you will promptly pay to us the deficiency plus interest from the date each payment was due until paid at the interest rate set forth in Section 17.15 of this Agreement.

10.3.3 If the audit or inspection reveals that the underpayment is willful, or is for five percent (5%) or more of the total amount owed for the period being inspected, you will also reimburse us for all inspection and audit costs, including reasonable travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel. Our acceptance of your payment of any deficiency will not waive any rights we may have as a result of your breach, including our right to terminate this Agreement. If the audit discloses an overpayment, we will credit this overpayment against your future payments due under this Agreement, without interest, or, if no future payments are due under this Agreement, we will promptly pay you the amount of the overpayment without interest.
10.4 Ownership of Information. All Information we obtain from you and all revenues we derive from such Information will be our property and Proprietary Information that we may use for any reason, including making a financial performance representation in our franchise disclosure documents. At your sole risk and responsibility, you may use Information that you acquire from third parties in connection with operating the Hotel, such as Personal Information, at any time during or after the Term, to the extent that your use is permitted by Law.

10.5 Privacy and Data Protection. You will:

10.5.1 comply with all applicable Privacy Laws;

10.5.2 comply with all Standards that relate to Privacy Laws and the privacy and security of Personal Information;

10.5.3 refrain from any action or inaction that could cause us or our Affiliates to breach any Privacy Laws;

10.5.4 do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us and our Affiliates in compliance with the Privacy Laws; and

10.5.5 immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers).

11.0 CONDEMNATION AND CASUALTY

11.1 Condemnation. You must immediately inform us of any proposed taking of any portion of the Hotel by eminent domain. If, in our business judgment, the taking is significant enough to render the continued operation of the Hotel in accordance with the Standards and guest expectations impractical, then we may terminate this Agreement on written notice to you and you will not pay us Liquidated Damages. If such taking, in our business judgment, does not require the termination of this Agreement, then you will make all necessary modifications to make the Hotel conform to its condition, character and appearance immediately before such taking, according to Plans and Designs approved by us. You will take all measures to ensure that the resumption of normal operations at the Hotel is not unreasonably delayed.

11.2 Casualty.

11.2.1 You must immediately inform us if the Hotel is damaged by fire or other casualty. If the damage or repair requires closing the Hotel, you may choose to repair or rebuild the Hotel according to the Standards, provided you: begin reconstruction within six (6) months after closing and reopen the Hotel for continuous business operations as soon as practicable (but in any event no later than eighteen (18) months after the closing of the Hotel) and give us at least thirty (30) days’ notice of the projected date of reopening. Once the Hotel is closed, you will not promote the Hotel as a System Hotel or otherwise identify the Hotel using any of the Marks without our prior written consent.

11.2.2 You and we each have the right to terminate this Agreement if you elect not to repair or rebuild the Hotel as set forth above in Subsection 11.2.1, provided the terminating Party gives the other Party sixty (60) days written notice. We will not require you to pay Liquidated Damages unless you or one of your Affiliates own and/or operate a hotel at the Hotel Site under a lease, license or franchise from a Competitor within three (3) years of the termination date.

11.3 No Extensions of Term. Nothing in this Section 11 will extend the Term.
12.0 RIGHT OF FIRST OFFER

12.1 Except in the case of a Transfer governed by Subsection 13.2.1 or 13.2.2 of this Agreement, if you or a Controlling Affiliate wants to Transfer any Equity Interest, or you or a Controlling Affiliate receive an unsolicited bona fide offer from a third party to purchase or lease the Hotel or Hotel Site or an interest in it (the “Marketed Interest”), you or the Controlling Affiliate shall notify us in writing of such offer (the “ROFO Notice”). The ROFO Notice shall describe the Marketed Interest and state the intended sales or lease price and all terms and conditions of the proposed sale or lease. Your or the Controlling Affiliate will provide us with all information and documentation relating to the Marketed Interest that we request.

12.2 We or our designee(s) shall have the right, exercisable within thirty (30) days after receipt of all requested documentation and information from you (the “Option Period”), to either make an offer to purchase or lease the Marketed Interest (“Our Offer”) or waive our right to make an offer. During the Option Period, you may not change any of the terms and conditions in the ROFO Notice, and must deal exclusively with us or our designee(s).

12.3 You will have twenty (20) days after receiving Our Offer to accept or reject Our Offer in writing. If Our Offer is for a price equal to or greater than stated in the notice and is on substantially similar terms and conditions as (or is more favorable than) those stated in the ROFO Notice, then you must accept Our Offer. If you do not accept Our Offer within twenty (20) days, it is deemed rejected.

12.4 If you accept Our Offer, we or our designee and you will enter into an agreement and complete the transaction for the purchase or lease of the Marketed Interest at the price and on the terms and conditions of Our Offer within sixty (60) days of your written acceptance (the “60-day Period”). You will not offer the Hotel or Hotel Site to any third party during the 60-day Period. If the parties are unable to reach agreement despite good faith negotiations in the 60-day Period, you will be deemed to have rejected Our Offer.

12.5 If you do not accept Our Offer, or it is deemed rejected, or we waive our right to make an offer, for two hundred seventy (270) days (the “270-day Period”), you or a Controlling Affiliate may Transfer the Marketed Interest to a third party for a price greater than and/or on more favorable terms than the price and terms stated in Our Offer, but you or a Controlling Affiliate must comply with the Transfer provisions in Section 13.2.3 of this Agreement. If you or a Controlling Affiliate proposes to Transfer the Marketed Interest at a lesser price or on less favorable terms during the 270-day Period, then you must again give us notice of the proposed sale or lease and comply with the provisions of this Section 12.

13.0 TRANSFERS

13.1 Our Transfer.

13.1.1 We may assign or Transfer this Agreement or any of our rights, duties, or assets under this Agreement, by operation of law or otherwise, to any person or legal entity without your consent, provided that any such person or legal entity shall be required to assume all of our obligations to
permit you to operate the Hotel under the Brand after such assignment. Any of our Affiliates may transfer, sell, dispose of, or otherwise convey, their ownership rights in us or any other Affiliates, by operation of law or otherwise, including by public offering, to any person or legal entity without your consent.

13.1.2 If we assign this Agreement to a third party who expressly assumes our obligations under this Agreement, we will no longer have any performance or other obligations to you under this Agreement and your right to use any programs, rights or services provided to you by us or our Affiliates under this Agreement will terminate.

13.2 Your Transfer. You understand and acknowledge that the rights and duties in this Agreement are personal to you and that we are entering into this Agreement in reliance on your business skill, financial capacity, and the personal character of you, your officers, directors, partners, members, shareholders or trustees. A Transfer by you (or by any Equity Owner as of the Effective Date, or by any transferee Equity Owner we later approve) of any Equity Interest, or this Agreement, or any rights or obligations under this Agreement, is prohibited other than as expressly permitted in this Agreement. In any Transfer by you or any Equity Owner, the proposed Transferee may not be a Sanctioned Person or a Competitor.

13.2.1 Permitted Transfers. Permitted Transfers are Transfers that will not result in a change of Control of you, the Hotel or the Hotel Site. We will permit you or any Equity Owner to engage in the Permitted Transfers set forth in this Subsection 13.2.1 as long as the Permitted Transfer meets the listed requirements. If a Permitted Transfer under Subsection 13.2.1.2 (requiring notice and consent) otherwise qualifies as a Permitted Transfer under Subsection 13.2.1.1 (not requiring notice and consent), the less restrictive provisions of Subsection 13.2.1.1 will control.

13.2.1.1 Permitted Transfers That Do Not Require Notice or Our Consent. The following Permitted Transfers are permitted without giving notice or obtaining our consent if the Permitted Transfer meets the listed requirements.

13.2.1.1.1 Publicly Traded Equity Interests. A Publicly Traded Equity Interest may be Transferred.

13.2.1.1.2 Privately Held Equity Interests: Less than 25% Change. An Equity Interest that is not publicly traded may be Transferred if the transferee Equity Owner will own less than twenty-five percent (25%) of the Equity Interest, in total, immediately after the transaction.

13.2.1.1.3 Institutional Investment Funds. [IF APPLICABLE] You may Transfer Equity Interests within [Insert Fund Entities] (collectively, the “Fund Entities”) and Equity Interests in you to new fund entities or new managed accounts (collectively, “Future Funds”) if [Insert Name of Asset Manager] (“Asset Manager”) directly or indirectly, controls the Fund Entities or Future Funds.

13.2.1.2 Permitted Transfers That Require Notice and Our Consent. The following Permitted Transfers are permitted if you: (a) give us at least sixty (60) days’ advance written notice of the proposed Permitted Transfer (including the identity and contact information for any proposed transferee); (b) pay to us on request a nonrefundable processing fee of Five Thousand Dollars ($5,000); (c) follow our then-current procedure for processing Permitted Transfers, including providing any information we may require in order to review the proposed Transfer and completing our then-current compliance process; and (d) execute our then-current standard documents required for processing Permitted Transfers.

13.2.1.2.1 Affiliate Transfer. You or any Equity Owner may Transfer an Equity Interest or this Agreement to an Affiliate.
13.2.1.2.2 Transfers to a Family Member or Trust. If you or any
Equity Owner as of the Effective Date are a natural person, you and such Equity Owner may Transfer an
Equity Interest or this Agreement to an immediate family member (i.e., spouse, children, parents, siblings)
or to a trust for your benefit or the benefit of the Equity Owner or the Equity Owner's immediate family
members.

13.2.1.2.3 Transfer on Death. On the death of Franchisee or an
Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity
Owner may Transfer in accordance with such person's will or, if such person dies intestate, in accordance
with laws of intestacy governing the distribution of such person's estate, provided that: (i) the transfer on
death is to an immediate family member or to a legal entity formed by such family member(s); and (ii)
within one (1) year after the death, such family member(s) or entity meet all of our then-current
requirements for an approved Transferee.

13.2.1.2.4 Privately Held Equity Interests: 25% or Greater
Change. You or any Equity Owner may Transfer your Equity Interests even though, after the completion
of such Transfer, twenty-five percent (25%) or more of the Equity Interests will have changed hands since
the Effective Date of this Agreement.

13.2.2 Change of Ownership Transfer. Any proposed Transfer that is not
described in
Subsection 13.2.1 is a Change of Ownership Transfer. We will have sixty (60) days from our receipt of the
completed and signed franchise application to consent or withhold our consent to any proposed Change
of Ownership Transfer. Our consent will not be unreasonably withheld. You consent to our
communication with any third party we deem necessary about the Hotel in order for us to evaluate the
proposed Change of Ownership Transfer. Our consent to the Change of Ownership Transfer is subject to
the following conditions, all of which must be satisfied at or before the date of closing the Change of
Ownership Transfer (“Closing”):

13.2.2.1 the Transferee submits a Change of Ownership Application, pays our
then current franchise application fee and any PIP Fee, executes our then-current form of new franchise
agreement and all ancillary forms, including a guaranty from a third party acceptable to us, if required;

13.2.2.2 you are not in default of this Agreement or any other agreements with
us or our Affiliates;

13.2.2.3 you or the Transferee pay to us, on or before the date of Closing, all
amounts due to us and our Affiliates through the date of the Closing; if we agree to execute any
documents pursuant to Standard Operating Procedure 50 10.5(l) (or any equivalent or successor) of the
United States Small Business Administration, we will estimate the Monthly Fees and Other Fees due to
us through the date of Closing, which you and the Transferee may agree to escrow, to be disbursed to us
at Closing to fulfill this obligation. If our estimate of the amounts due to us exceeds the amount actually
owed, we will refund the difference to you, generally within thirty (30) days after the date of Closing. If all
conditions to our consent are fulfilled, the date of closing the Change of Ownership Transfer will be the
termination date of this Agreement, and the effective date of the Transferee’s franchise agreement;

13.2.2.4 you conclude to our satisfaction, or provide adequate security for, any
suit, action, or proceeding pending or threatened against you, us or any of our Affiliates with respect to
the Hotel, which may result in liability on the part of us or any of our Affiliates;

13.2.2.5 you, the Transferee and/or transferee Equity Owner(s) submit to us all
information related to the Transfer that we require, including applications; and

13.2.2.6 the Transferee meets our then-current business requirements for new
franchisees.
13.3 Public Offering or Private Placement.

13.3.1 Any offering by you of Securities requires our review if you use the Marks, or refer to us or this Agreement in your offering. All materials required by any Law for the offer or sale of those Securities must be submitted to us for review at least sixty (60) days before the date you distribute those materials or file them with any governmental agency, including any materials to be used in any offering exempt from registration under any securities laws.

13.3.2 You must submit to us a non-refundable Five Thousand Dollar ($5,000) processing fee with the offering documents and pay any additional costs we may incur in reviewing your documents, including reasonable attorneys’ fees. Except as legally required to describe the Hotel in the offering materials, you may not use any of the Marks or otherwise imply our participation or that of Hilton Worldwide or any other of our Affiliates in or endorsement of any Securities or any Securities offering.

13.3.3 We have the right to approve any description of this Agreement or of your relationship with us, or any use of the Marks, contained in any prospectus, offering memorandum or other communications or materials you use in the sale or offer of any Securities. Our review of these documents will not in any way be considered our agreement with any statements contained in those documents, including any projections, or our acknowledgment or agreement that the documents comply with any Laws.

13.3.4 You may not sell any Securities unless you clearly disclose to all purchasers and offerees that: (i) neither we, nor any of our Affiliates, nor any of our or their respective officers, directors, agents or employees, will in any way be deemed an issuer or underwriter of the Securities, as those terms are defined in applicable securities laws; and (ii) we, our Affiliates, and our respective officers, directors, agents and employees have not assumed and will not have any liability or responsibility for any financial statements, prospectuses or other financial information contained in any prospectus or similar written or oral communication.

13.3.5 You must indemnify, defend and hold the Indemnified Parties free and harmless of and from any and all liabilities, costs, damages, claims or expenses arising out of or related to the sale or offer of any of your Securities to the same extent as provided in Subsection 15.1 of this Agreement.

13.4 Mortgages and Pledges to Lending Institutions.

13.4.1 You or an Equity Owner may mortgage or pledge the Hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the Hotel, without notifying us or obtaining our consent, provided that you or the applicable Equity Owner are the sole borrower; and the loan is not secured by any other hotels or other collateral.

13.4.2 You may request a “lender comfort letter” and we may require a loan related guaranty, each in a form satisfactory to us. We may charge a fee for the processing of a lender comfort letter.

14.0 TERMINATION

14.1 Termination with Opportunity to Cure. We may terminate this Agreement by written notice to you and opportunity to cure at any time before its expiration on any of the following grounds:

14.1.1 You fail to pay us any sums due and owing to us or our Affiliates under this Agreement within the cure period set forth in the notice, which shall not be less than ten (10) days;

14.1.2 You fail to begin or complete the Hotel Work by the relevant dates set forth in the Addendum or fail to open the Hotel on the Opening Date, and do not cure that default within the cure period set forth in the notice, which shall not be less than ten (10) days;
14.1.3 You do not purchase or maintain insurance required by this Agreement or do not reimburse us for our purchase of insurance on your behalf within the cure period set forth in the notice, which shall not be less than ten (10) days; or

14.1.4 You fail to comply with any other provision of this Agreement, the Manual or any Standard and do not cure that default within the cure period set forth in the notice, which shall not be less than thirty (30) days.

14.2 Immediate Termination by Us. We may immediately terminate this Agreement on notice to you and without any opportunity to cure the default if:

14.2.1 after curing any material breach of this Agreement or the Standards, you engage in the same non-compliance within any consecutive twenty-four (24) month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;

14.2.2 you receive three (3) notices of material default in any twelve (12) month period, even if the defaults have been cured;

14.2.3 you fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;

14.2.4 you have an order entered against you appointing a receiver for the Hotel or a substantial part of your or the Hotel’s assets or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the Hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the Hotel under any law;

14.2.5 you or your Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site for any reason other than those described in Section 11;

14.2.6 you fail to operate the Hotel for five (5) consecutive days, unless the failure to operate is due to an event of Force Majeure or similar causes beyond your control, provided that you have taken reasonable steps to minimize the impact of such events;

14.2.7 you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;

14.2.8 you or any Equity Owner with a controlling Equity Interest are or have been convicted of a felony or any other offense or conduct, if we determine in our business judgment it is likely to adversely reflect on or affect the Hotel, the Brand, the Marks, the System, us and/or any of our Affiliates;

14.2.9 you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;

14.2.10 you, your Affiliate or a Guarantor become a Competitor except as otherwise permitted by Subsection 5.1.15;

14.2.11 any attempted Transfer is not in compliance with Section 13 and its subparts;

14.2.12 you, your Affiliate or a Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or fail to comply with the provisions of Subsection 17.13;
14.2.13 information is disclosed involving you or your Affiliates, which, in our business judgment, is likely to adversely reflect on or affect in any manner, any gaming licenses or permits held by us or our Affiliates or the then-current stature of us or any of our Affiliates with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of us or any of our Affiliates;

14.2.14 any Guarantor breaches its guaranty to us; or

14.2.15 a threat or danger to public health or safety results from the construction, maintenance, or operation of the Hotel.

14.3 Suspension Interim Remedies. If you are in default of this Agreement, we may elect to impose an Interim Remedy, including the suspension of our obligations under this Agreement and/or our or our Affiliates' obligations under any other of Your Agreements.

14.3.1 We may suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us. We may remove the listing of the Hotel from any directories or advertising we publish. If we suspend the Hotel from the Reservation Service, we may divert reservations previously made for the Hotel to other System Hotels or Network Hotels.

14.3.2 We may disable all or any part of the software provided to you under Your Agreements and/or may suspend any one or more of the information technology and/or network services that we provide or support under Your Agreements.

14.3.3 We may charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees as set forth in the Standards.

14.3.4 You agree that our exercise of the right to elect Interim Remedies will not result in actual or constructive termination or abandonment of this Agreement and that our decision to elect Interim Remedies is in addition to, and apart from, any other right or remedy we may have in this Agreement. If we exercise the right to elect Interim Remedies, the exercise will not be a waiver of any breach by you of any term, covenant or condition of this Agreement. You will not be entitled to any compensation, including repayment, reimbursement, refund or offsets, for any fees, charges, expenses or losses you may directly or indirectly incur by reason of our exercise and/or withdrawal of any Interim Remedy.

14.4 Liquidated Damages on Termination.

14.4.1 Calculation of Liquidated Damages. You acknowledge and agree that the premature termination of this Agreement will cause substantial damage to us. You agree that Liquidated Damages are not a penalty, but represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of your failure to operate the Hotel for the Term. If this Agreement terminates before the Expiration Date, you will pay us Liquidated Damages as follows:

14.4.1.1 If termination occurs before you begin the Hotel Work and you or any Guarantor (or your or any Guarantor's Affiliates) directly or indirectly, enter into a franchise, license, management, lease and/or other similar agreement for or begin construction or commence operation of a hotel, motel, inn, or similar facility at the Hotel Site within one (1) year after termination, then you will pay us Liquidated Damages in an amount equal to [SELECT FOR CI DT ES H2 HAM HFS HGI HW WC] the System's Average Monthly Royalty Fees multiplied by sixty (60), [SELECT FOR CY] $11,200 multiplied by the number of approved Guest Rooms at the Hotel. [SELECT FOR RU] $10,000 multiplied by the number of approved Guest Rooms at the Hotel.
14.4.1.2 If termination occurs after you begin the Hotel Work but before the Opening Date, unless your failure to complete the Hotel Work was the result of Force Majeure you will pay us Liquidated Damages in an amount equal to the System’s Average Monthly Royalty Fees multiplied by sixty (60). [SELECT FOR CY] $11,200 multiplied by the number of approved Guest Rooms at the Hotel. [SELECT FOR RU] $10,000 multiplied by the number of approved Guest Rooms at the Hotel.

14.4.1.3 If termination occurs after the Opening Date but before the second anniversary of the Opening Date, you will pay us Liquidated Damages in an amount equal to the greater of: (a) the Hotel’s Average Monthly Royalty Fees multiplied by sixty (60); or (b) the System’s Average Monthly Royalty Fees multiplied by sixty (60). [SELECT FOR CY] the greater of: (a) the Hotel’s Average Monthly Royalty Fees multiplied by sixty (60); or (b) $11,200 multiplied by the number of approved Guest Rooms at the Hotel. [SELECT FOR RU] the greater of: (a) the Hotel’s Average Monthly Royalty Fees multiplied by sixty (60); or (b) $10,000 multiplied by the number of approved Guest Rooms at the Hotel.

14.4.1.4 If termination occurs after the second anniversary of the Opening Date but before the final sixty (60) calendar months of the Term, you will pay us Liquidated Damages in an amount equal to the Hotel’s Average Monthly Royalty Fees multiplied by sixty (60).

14.4.1.5 If there are fewer than sixty (60) months remaining in the Term on the date of termination, you will pay us Liquidated Damages in an amount equal to the Hotel’s Average Monthly Royalty Fees multiplied by the number of months remaining in the Term.

14.4.2 Payment of Liquidated Damages. Payment of Liquidated Damages is due thirty (30) days following termination of this Agreement or on demand.

14.5 Actual Damages Under Special Circumstances. You acknowledge that the Liquidated Damages described in Subsection 14.4 may be inadequate to compensate us for additional harm we may suffer, by reason of greater difficulty in re-entering the market, competitive damage to the System or the Network, damage to goodwill of the Marks, and other similar harm, as we reserve the right to seek actual damages in lieu of Liquidated Damages under the following circumstances:

14.5.1 within twelve (12) months of each other, [SELECT FOR CY, DT, ES, H2, HAM, HFS, CI, WA] two (2) [SELECT FOR HGI, H2, HOM] five (5) [SELECT FOR HAM, RU] seven (7) or more franchise agreements for the Brand between yourself (or any of your Affiliates) and us (or any of our Affiliates) terminate before their expiration date as a result of a breach by you or your Affiliate; or

14.5.2 this Agreement terminates due to an unapproved Transfer: (i) to a Competitor, or (ii) to a buyer that converts the Hotel to a Competing Brand within two (2) years from the date this Agreement terminates.

14.6 Your Obligations on Termination or Expiration. On termination or expiration of this Agreement, you will immediately:

14.6.1 pay all sums due and owing to us or any of our Affiliates, including any expenses incurred by us in obtaining injunctive relief for the enforcement of this Agreement;

14.6.2 cease operating the Hotel as a System Hotel and cease using the System;

14.6.3 cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods. You will deliver all goods and materials containing the Marks to us and we will have the sole and exclusive use of any items containing the Marks. You will immediately make any specified changes to the location as we may
reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials;

14.6.4 cease representing yourself as then or formerly a System Hotel or affiliated with the Brand or the Network;

14.6.5 return all copies of the Manual and any other Proprietary Information to us;

14.6.6 cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the Hotel, and authorize their transfer to us; and

14.6.7 irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify. You will also delete all references to our Marks, System, Network or Brand from any Sites you own, maintain or operate beyond the expiration or termination of this Agreement.

15.0 INDEMNITY

15.1 Beginning on the Effective Date, you must indemnify the Indemnified Parties against, and hold them harmless from, all losses, costs, liabilities, damages, claims, and expenses, including reasonable attorneys’ fees, expert fees, costs and other expenses of litigation arising out of or resulting from:

15.1.1 any breach by you of this Agreement, the Manual or the Standards;

15.1.2 any act or omission of you or your officers, employees, Affiliates, associates or agents in any way arising out of or relating to this Agreement;

15.1.3 any claimed occurrence at the Hotel including personal injury, death or property damage;

15.1.4 your alleged or actual infringement or violation of any copyright, industrial design, patent, service mark, trademark or other proprietary right owned or controlled by third parties;

15.1.5 your alleged or actual violation or breach of any contract (including any group sales agreement for the System), any Law, or any industry standard;

15.1.6 any business conducted by you or a third party in, on or about the Hotel or Hotel Site and

15.1.7 your failure to comply with Subsection 17.13, including a breach of the representations set forth therein.

15.2 You do not have to indemnify an Indemnified Party to the extent damages otherwise covered under this Section 15 are adjudged by a final, non-appealable judgment of a court of competent jurisdiction to have been solely the result of the gross negligence or willful misconduct of that Indemnified Party, and not any of the acts, errors, omissions, negligence or misconduct of you or anyone related to you or the Hotel. You may not rely on this exception to your indemnity obligation if the claims were
asserted against us or any other Indemnified Party on the basis of theories of imputed or secondary liability, such as vicarious liability, agency, or apparent agency, or our failure to compel you to comply with the provisions of this Agreement, including compliance with Standards, Laws or other requirements.

15.3 You will give us written notice of any action, suit, proceeding, claim, demand, inquiry or investigation involving an Indemnified Party within five (5) days of your knowledge of it. At our election, you will defend us and/or the Indemnified Parties against the same. If you fail to defend us and/or the Indemnified Parties, we may elect to assume (but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation at your expense and risk.

15.4 If we think our respective interests conflict, we may obtain separate counsel of our choice. This will not diminish your obligation to indemnify the Indemnified Parties and to hold them harmless. You will reimburse the Indemnified Parties on demand for all expenses, including reasonable attorneys’ fees, expert fees, costs and other expenses of litigation, the Indemnified Parties incur to protect themselves or to remedy your defaults. The Indemnified Parties will not be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you, and their failure to do so will not reduce the amounts recoverable from you by the Indemnified Parties.

15.5 Your obligations under this Section 15 will survive expiration or termination of this Agreement.

16.0 RELATIONSHIP OF THE PARTIES

16.1 No Agency Relationship. You are an independent contractor. Neither Party is the legal representative or agent of the other Party. Neither Party has the power to obligate the other Party for any purpose. You acknowledge that: (a) we do not direct, supervise, manage, dictate, control, or have the right to control labor or employment matters for you or your employees; (b) we do not set or have the right to set any terms or conditions of employment for your employees; (c) the training we require is for the purpose of enabling you to ensure that your Hotel operates in compliance with our Standards; and (d) you have exclusive control over your daily affairs. You expressly acknowledge that the Parties have a business relationship based entirely on, and defined by, the express provisions of this Agreement and that no partnership, joint venture, agency, fiduciary, employment, or joint-employment relationship is intended or created by reason of this Agreement.

16.2 Notices Concerning Your Independent Status. All contracts for the Hotel's operations and services at the Hotel will be in your name or in the name of your Management Company. You will not enter into or sign any contracts in our name or any of our Affiliates’ names or use the Marks or any acronyms or variations of the Marks. You will disclose in all dealings with the public and your employees, agents, contractors, suppliers and other third parties that: (a) you are the Hotel's owner; (b) you are an independent entity; (c) you are the employer, principal, or contracting party (as applicable); and (d) we are not responsible for your liabilities or debts in any manner whatsoever.

17.0 MISCELLANEOUS

17.1 Severability and Interpretation.

17.1.1 If any provision of this Agreement is held to be unenforceable, void or voidable, that provision will be ineffective only to the extent of the prohibition, without in any way invalidating or affecting the remaining provisions of this Agreement, and all remaining provisions will continue in effect, unless the unenforceability of the provision frustrates the underlying purpose of this Agreement. If any provision of this Agreement is held to be unenforceable due to its scope, but may be made enforceable by limiting its scope, the provision will be considered amended to the minimum extent necessary to make it enforceable.
17.1.2 This Agreement will be interpreted without interpreting any provision in favor of or against either Party by reason of the drafting of the provision, or either of our positions relative to the other.

17.1.3 Any covenant, term or provision of this Agreement that provides for continuing obligations after the expiration or termination of this Agreement will survive any expiration or termination.

17.2 Governing Law, Jurisdiction and Venue.

17.2.1 The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, “implied covenant,” unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Subsection 17.2.1.

17.2.2 The Parties agree that any action brought pursuant to this Agreement or the relationship between them must be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia, or if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county and state where the Hotel is located. You consent to personal jurisdiction and venue in each of these jurisdictions and waive, and agree not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

17.3 Exclusive Benefit. This Agreement is exclusively for our and your benefit, and none of the obligations of you or us in this Agreement will run to, or be enforceable by, any other party (except for any rights we assign or delegate to one of our Affiliates or covenants in favor of our Affiliates, which rights and covenants will run to and be enforceable by our Affiliates or their successors and assigns) or give rise to liability to a third party, except as otherwise specifically set forth in this Agreement.

17.4 Entire Agreement. This Agreement and all of its attachments, documents, schedules, exhibits, and any other information specifically incorporated into this Agreement by reference (including any representations in any franchise disclosure document that we provided to you for the Brand in connection with the offer of this License) will be construed together as the entire agreement between you and us with respect to the Hotel and any other aspect of our relationship and will supersede and cancel any prior and/or contemporaneous discussions or writings between you and us.

17.5 Amendment and Waiver.

17.5.1 No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind us unless it is in writing, specifically designated as an amendment or waiver, and signed by one of our officers. We may condition our agreement to any amendment or waiver on receiving from you, in a form satisfactory to us, an estoppel and general release of claims that you may have against us, our Affiliates, and related parties.

17.5.2 No failure by us or by any of our Affiliates to exercise any power given us under this Agreement or to insist on strict compliance by you with any of your obligations, and no custom or practice at variance with the terms of this Agreement, will be considered a waiver of our or any of our Affiliates’ right to demand exact compliance with the terms of this Agreement.

17.6 Consent; Business Judgment.

17.6.1 Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval at our option, in our business judgment, taking into consideration our assessment of the long-term interests of the System overall. We may withhold any and all consents or approvals required by this Agreement if you are in
default or breach of this Agreement. Our approvals and consents will not be effective unless given in writing and signed by one of our duly authorized representatives.

17.6.2 You agree not to make a claim for money damages based on any allegation that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You also may not claim damages by way of set-off, counterclaim or defense for our withholding of consent. Your sole remedy for the claim will be an action or proceeding to enforce the provisions of this Agreement by specific performance or by declaratory judgment.

17.7 Notices. Notices under this Agreement must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid overnight mail, registered or certified, with return-receipt requested. Notices to us must be sent to 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102, ATTN: General Counsel. We will send notices to your address set forth in the Addendum. If you want to change the name or address for notice to you, you must do so in writing, signed by you or your duly authorized representative, designating a single address for notice, which may not be a P.O. Box, in compliance with this Subsection. Notice will be deemed effective on the earlier of: 1) receipt or first refusal of delivery; 2) one (1) day after posting if sent via overnight commercial delivery service or overnight United States Mail; or 3) three (3) days after placement in the United States mail if overnight delivery is not available to the notice address.

17.8 General Release. With the exception of claims related to representations contained in the franchise disclosure document for the Brand, you, on your own behalf and on behalf of, as applicable, your officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby discharge us and our Affiliates and our and their respective officers, directors, employees, managers, agents, representatives and their respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter, cause or thing whatsoever that has happened, developed or occurred relating to this Agreement or the relationship between you and us before the Effective Date of this Agreement. This release will survive the termination of this Agreement.

17.9 Remedies Cumulative. The remedies provided in this Agreement are cumulative. These remedies are not exclusive of any other remedies that you or we may be entitled to in case of any breach or threatened breach of the terms and provisions of this Agreement.

17.10 Economic Conditions Not a Defense. Neither general economic downturn or conditions nor your own financial inability to perform the terms of this Agreement will be a defense to an action by us or one of our Affiliates for your breach of this Agreement.

17.11 Representations and Warranties. You warrant, represent and agree that all statements in your franchise application in anticipation of the execution of this Agreement, and all other documents and information submitted to us by you or on your behalf are true, correct and complete as of the date of this Agreement. You further represent and warrant to us that:

17.11.1 you have independently investigated the risks of operating the Hotel under the Brand, including current and potential market conditions and competitive factors and risks, and have made an independent evaluation of all such matters and reviewed our franchise disclosure document, if applicable;

17.11.2 neither we nor our representatives have made any promises, representations or agreements other than those provided in the Agreement or in our franchise disclosure document provided to you in connection with the offer of this Agreement, if applicable, and you acknowledge that you are not relying on any promises, representations or agreements about us or the franchise not expressly contained in this Agreement in making your decision to sign this Agreement;
17.11.3 you have the full legal power authority and legal right to enter into this Agreement;

17.11.4 this Agreement constitutes a legal, valid and binding obligation and your entry into, performance and observation of this Agreement will not constitute a breach or default of any agreement to which you are a party or of any Law;

17.11.5 if you are a corporation, limited liability company, or other entity, you are, and throughout the Term will be, duly formed and validly existing, in good standing in the state in which you are organized, and are and will be authorized to do business in the state in which the Hotel is located;

17.11.6 no Equity Interest has been issued, converted to, or is held as, bearer shares or any other form of ownership, for which there is no traceable record of the identity of the legal and beneficial owner of such Equity Interest; and

17.11.7 you hereby indemnify and hold us harmless from any breach of these representations and warranties, which will survive the termination of this Agreement.

17.12 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original.

17.13 Sanctioned Persons and Anti-bribery Representations and Warranties.

17.13.1 You represent, warrant and covenant to us and our Affiliates, on a continuing basis, that:

17.13.1.1 you (including your directors and officers, senior management and shareholders (or other Persons) having a controlling interest in you), and any Controlling Affiliate of the Hotel or the Hotel Site are not, and are not owned or controlled by, or acting on behalf of, a Sanctioned Person or, to your actual knowledge, otherwise the target of Trade Restrictions;

17.13.1.2 you have not and will not obtain, receive, transfer or provide any funds, property, debt, equity, or other financing related to this Agreement and the Hotel or Hotel Site to/from a Person that qualifies as a Sanctioned Person or, to your actual or constructive knowledge, is otherwise the target of any applicable Trade Restrictions;

17.13.1.3 neither you nor anyone having an Equity Interest has been convicted of, pleaded guilty to, or otherwise been adjudged liable for any violation of laws, ordinances, rules or regulations that pertain to bribery or corruption, money laundering, competition, securities or financial fraud, trade sanctions or export controls, human trafficking, sex trade, or forced labor;

17.13.1.4 you are familiar with the provisions of applicable Anti-Corruption Laws and shall comply with applicable Anti-Corruption Laws in performance of your respective obligations under or in connection with this Agreement;

17.13.1.5 any funds received or paid in connection with entry into or performance of this Agreement have not been and will not be derived from or commingled with the proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that you are not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable Anti-Corruption Laws;

17.13.1.6 in preparation for and in entering into this Agreement, you have not made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Agreement or the performance of your obligations under this Agreement, you will not directly or indirectly make, offer to make, or authorize any
Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws;

17.13.1.7 You will assure that you or any of your officers, employees, representatives, agents, direct or indirect legal or beneficial owners who at any time during this Agreement may be considered a Government Entity or Government Official do not improperly use their status or position to influence official actions or decisions or to secure any improper advantages to or for the benefit of the Hotel or us and do not directly or indirectly make, offer to make, or authorize any Improper Payment or engage in acts or transactions otherwise in violation of any applicable Anti-Corruption Laws;

17.13.1.8 any statements, oral, written, electronic or otherwise, that you submit to us or to any third party in connection with the representations, warranties, and covenants described in this Subsection 17.13 are truthful and accurate and do not contain any materially false or inaccurate statements; and

17.13.1.9 you will assure that your respective appointed agents (including any Management Company) in relation to this Agreement comply in all material respects with the representations, warranties, and covenants described in this Subsection 17.13.

17.13.2 You will notify us in writing immediately on the occurrence of any event which would render the foregoing representations and warranties of this Subsection 17.13 incorrect.

17.13.3 If we believe that you may not be in compliance with any of the covenants, representations and warranties set forth in this Subsection 17.13, we will advise you of our belief, and you must (i) cooperate with any and all reasonable information and documentation requests and inquiries, including requests for execution of certificates of compliance, and (ii) permit, on reasonable prior notice, at all reasonable times, inspection of the books and records pertaining to the development, ownership, management, and use of the Hotel.

17.14 Attorneys’ Fees and Costs. If either Party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement or defend any claim by the other, then the prevailing Party in any resulting dispute will be entitled to recover from the non-prevailing Party the amount of all reasonable fees of attorneys and experts, court costs, and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

17.15 Interest. Any sum owed to us or our Affiliates by you or paid by us, or our Affiliates on your behalf, will bear interest from the date due until paid by you at the rate of eighteen percent (18%) per annum or, if lower, the maximum lawful rate.

17.16 Successors and Assigns. The terms and provisions of this Agreement will inure to the benefit of and be binding on the permitted successors and assigns of the Parties.

17.17 Our Delegation of Rights and Responsibility. In addition to the rights granted to us in Section 4 and Subsection 13.1 of this Agreement, we reserve the right to delegate to one or more of our Affiliates at any time, any and all of our rights, obligations or requirements under this Agreement, and to require that you submit any relevant materials and documents otherwise requiring approval by us under this Agreement to such Affiliates, in which case approval by such Affiliates will be conclusively deemed to be approval by us. During the period of such delegation or designation, any act or direction by such Affiliates with respect to this Agreement will be deemed the act or direction of us. We may revoke any such delegation or designation at any time. You acknowledge and agree that such delegation may result in one or more of our Affiliates which operate, license, or otherwise support brands other than the Brand, exercising or performing on our behalf any or all rights, obligations or requirements under this Agreement or performing shared services on our behalf.
18.0 WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES

18.1 IF EITHER PARTY INITIATES LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THE PARTIES (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.

18.2 IN ANY DISPUTE BETWEEN THE PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY BREACH OF THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ALL PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO PUNITIVE OR EXEMPLARY DAMAGES FROM THE OTHER. NOTHING IN THIS SECTION LIMITS OUR RIGHT OR THE RIGHT OF AN INDEMNIFIED PARTY TO BE INDEMNIFIED AGAINST THE PAYMENT OF PUNITIVE OR EXEMPLARY DAMAGES TO A THIRD PARTY. THE PARTIES ACKNOWLEDGE THAT LIQUIDATED DAMAGES PAYABLE BY YOU UNDER THIS AGREEMENT (WHETHER PRE-OPENING LIQUIDATED DAMAGES OR LIQUIDATED DAMAGES FOR EARLY TERMINATION) ARE NOT PUNITIVE OR EXEMPLARY DAMAGES.

19.0 ACKNOWLEDGEMENT OF EXEMPTION

You represent and acknowledge that:

19.1 The franchise sale is for more than One Million One Hundred Forty-Three Thousand One Hundred Dollars ($1,143,100) - excluding the cost of unimproved land and any financing received from Franchisor or an Affiliate - and thus is exempted from the Federal Trade Commission’s Franchise Rule disclosure requirements, pursuant to 16 C.F.R. 436.8(a)(5)(i); and at least one person has invested One Million One Hundred Forty-Three Thousand One Hundred Dollars ($1,143,100) in the Hotel or the Hotel Site; or

19.2 You and/or your Affiliates have been in business for at least five (5) years and have a net worth of at least Five Million Seven Hundred Fifteen Thousand Five Hundred Dollars ($5,715,500) and this franchise sale is thus exempt from disclosure requirements within the meaning of 16 C.F.R. 436.8(a)(5)(ii); and

19.3 As a result, this franchise sale is exempt under federal and state franchise law.
ADDENDUM TO FRANCHISE AGREEMENT

Effective Date:

Facility Number:

Franchisor Name: HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

Brand:

Initial Approved Hotel Name (Trade Name):

Principal Mark in Brand:

Franchisee Name and Address (Attn: Principal Legal Correspondent):

Address of Hotel:

Initial Number of Approved Guest Rooms:

Plans Submission Dates:
   Preliminary Plans:
      Design Development (50%)
      Plans and Specifications:
      Final (100%) Plans and Specifications:

Construction Commencement Date:

Construction Work Completion Date:

Renovation Commencement Date:

Renovation Work Completion Date:

Expiration Date:

Monthly Fees:
   Monthly Program Fee:
   Monthly Royalty Fee:
   Monthly Food and Beverage Fee:

Additional Requirements/Special Provisions [Section #]:

ADD ONLY IF APPLICABLE:
Restricted Area Provision

Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the _____ anniversary of the [Effective Date, i.e., __________, 20__] [Opening Date, but in no event later than __________ 20__ (the “Restrictive Period”), neither we nor any of our Affiliates will open, or allow to open, a hotel or motel under the Brand, as such Brand name may be periodically changed by us, within the Restricted Area described below. This restriction does not apply to any hotel
or motel that is currently open or under construction or has been approved for development or opening as a Brand hotel as of the Effective Date ("Existing Hotel"). The term Existing Hotel also includes any hotel located or to be located within the Restricted Area that replaces such Existing Hotel under the Brand.

The restrictions also do not apply to: (1) any hotel(s) or motel(s) under brands other than the Brand; (2) any hotel(s) or motel(s) that will not begin operating under the Brand until after the expiration of the Restrictive Period; (3) any gaming-oriented hotels or facilities using the Brand; (4) any shared ownership properties (commonly known as "vacation ownership" or “time share ownership” or similar real estate properties) under the Brand; and (5) any hotel(s), motel(s), or inn(s) that are part of a chain or group of four (4) or more hotels, motels, or inns that we or our Affiliates, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Brand name or any other name.

Restricted Area as used in this provision means the area located within [SELECT] a _-mile radius of the front door of the Hotel. [SELECT] the following boundaries: [DESCRIBE]

FOR CONVERSION ONLY:
Existing Third-Party Agreement. You acknowledge and agree that (i) your right to operate the Hotel under the Brand will not become effective until after the existing third-party franchise (or similar) agreement for this Hotel, if any, has terminated or expired and (ii) you are solely responsible for ensuring that any such agreement has terminated or expired on or before the Opening Date.

FOR RE-LICENSING ONLY:
Amendment and Restatement. This Agreement hereby replaces that certain franchise agreement dated as of [DATE], as amended (collectively, the “Original License Agreement”) by and between us (or our Affiliate) and you (or your Affiliate) with respect to the Hotel. On execution of this Agreement by the Parties, the Original License Agreement will be superseded and have no further force or effect as of the Effective Date of this Agreement except for those provisions expressly intended to survive its termination or expiration. To the extent that there are outstanding obligations to us or our Affiliates under the Original License Agreement, you acknowledge and agree that you are directly responsible, jointly and severally, for all such obligations under the Original License Agreement existing at or accruing after the execution of this Agreement.

FOR CHANGE OF OWNERSHIP TRANSACTIONS ONLY:
Obligations of Former Franchisee. You acknowledge and agree that you are directly responsible for, and will pay on demand, all fees and charges due and owing us and our Affiliates related to the former franchise agreement for the Hotel if any such fees and charges remain outstanding as of or accruing after the Effective Date of this Agreement.

Your Ownership Structure:

See Attached Schedule 1

ADD IF FRANCHISEE’S AFFILIATE IS THE FEE TITLE OWNER, LESSOR OR SUBLESSOR OF THE HOTEL OR THE HOTEL SITE:
Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:

See Attached Schedule 2
IN WITNESS WHEREOF, the Parties have executed this Agreement, which has been entered into and is effective as of the Effective Date set forth above.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]

By: ________________________________
Name: ______________________________
Title: ______________________________
Executed on: ________________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

By: ________________________________
Name: ______________________________
Title: Authorized Signatory
Executed on: ________________________
## SCHEDULE 1

**Your Ownership Structure:**

<table>
<thead>
<tr>
<th>Name (Shareholder, Partner, Member and Manager)</th>
<th>Nature of Ownership Interest</th>
<th>% Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SCHEDULE 2**

Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:

<table>
<thead>
<tr>
<th>Name (Shareholder, Partner, Member and Manager)</th>
<th>Nature of Ownership Interest</th>
<th>% Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXHIBIT _ - STATE ADDENDA**

**EXHIBIT _ – PRODUCT IMPROVEMENT PLAN**

**EXHIBIT _ – RESTRICTED AREA MAP [INCLUDE ONLY IF NOT A RADIUS]**
EXHIBIT D-1
1. The first sentence of Subsection 17.2.1 of the Franchise Agreement is amended to read as follows:

“The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York, except as otherwise required by the Illinois Franchise Disclosure Act, without recourse to New York choice of law or conflicts of law principles.”

2. Subsection 17.2.2 of the Franchise Agreement concerning jurisdiction and venue shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.

3. Subsection 18.1 of the Franchise Agreement, containing a waiver of jury trial, shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.

4. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois franchisees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ________________________________
Name: ______________________________
Title: ______________________________
Executed on: ________________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ________________________________
Name: ______________________________
Title: ______________________________

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

1. The general release language contained in Subsection 17.8 of the Franchise Agreement shall not relieve the Franchisor or any other person, directly or indirectly, from liability under the Maryland Franchise Registration and Disclosure Law.

2. The laws of the State of Maryland may supersede the Franchise Agreement, including Section 14, concerning termination and Section 3, concerning renewal of the License.

3. Subsection 17.2.2 is amended to provided that a franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the License.

4. The following sentence is added at the end of Section 17.5.1 of the Franchise Agreement (Amendment and Waiver):

   “This waiver is not intended to act nor will it act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]

By: ____________________________
Name: __________________________
Title: ____________________________
Executed on: _____________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

By: ____________________________
Name: __________________________
Title: ____________________________
MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. Section 3 and Section 14 are amended to provide that Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

2. Under Minnesota law, Franchisor must indemnify Franchisee against liability to third parties resulting from claims by third parties that Franchisee’s use of Franchisor’s trademarks infringes trademark rights of the third party. Under Subsection 9.4, Franchisor does not indemnify Franchisee against the consequences of Franchisee’s use of Franchisor’s trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor within ten (10) days after the claim is asserted. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. In compliance with Minnesota Rule 2860.4400J, Subsection 9.6.2 of the Franchise Agreement is amended as follows:

The first sentence is amended to read: “If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of the applicable Entities, along with the successors and assigns of each, will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we or the Entities may have at law.” The second sentence is deleted in its entirety.

4. The first sentence of Subsection 17.2.1 of the Franchise Agreement is amended to read as follows:

“The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles, provided, however, that this Section shall not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.”

5. The following language will appear at the end of Subsection 17.2.2 of the Franchise Agreement:

“Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.”

6. Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. Subsection 14.4 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

“Damages Upon Termination By Us. If we terminate the Agreement under Subsection 14.1 or 14.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 14.6, 9.6, 10.3 and Section 15 and other damages suffered by us arising out of your breach or default.”
7. The following language will appear at the end of Subsection 17.8 of the Franchise Agreement:

“Minnesota Rule 2860.4400D prohibits Franchisor from requiring a Franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota franchise law. This Subsection 17.8 does not require you to assent to any release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 08C.01 to 80C.22, as amended, which also provides that the voluntary settlement of disputes is not barred.”

8. Minn. Rule 2860-4400J prohibits waiver of a jury trial. Subsection 18.1 of the Franchise Agreement is deleted in its entirety.

**FRANCHISEE:**

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ________________________________
Name: ________________________________
Title: ________________________________
Executed on: _________________________

**FRANCHISOR:**

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________
NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. Subsection 9.6 of the Franchise Agreement requiring you to consent to the entry of an injunction is amended to provide that you consent to the seeking of such an injunction.

2. Subsection 17.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of New York concerning franchising.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ____________________________
Name: __________________________
Title: __________________________
Executed on: ____________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ____________________________
Name: __________________________
Title: __________________________

(018316-002419 00257278.DOC; 1)
NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Subsection 17.2.1 is amended to provide that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.

2. Subsection 17.2.2 is amended to provide that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.

3. Subsection 14.4 of the Franchise Agreement is hereby deleted in its entirety, and replaced by the following:

   Damages Upon Termination By Us. If we terminate the Agreement under Subsection 14.1 or 14.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 9.6, 10.3, 14.6, and Section 15 and other damages suffered by us arising out of your breach or default.

4. Subsection 18.1, which requires you to waive your right to a trial by jury, is deleted in its entirety.

5. Subsection 18.2, which requires you to waive your right to exemplary and punitive damages is deleted in its entirety.

6. Subsection 17.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota concerning franchising.

FRANCHISEE:
[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ____________________________
Name: __________________________
Title: __________________________
Executed on: ____________________

FRANCHISOR:
HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ____________________________
Name: __________________________
Title: __________________________
RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all Franchise Agreements offered and sold in the State of Rhode Island:

1. Subsection 17.2.1 is amended to provide that any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted.

2. Subsection 17.2.2 is amended to provide that Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ________________________________
Name: ______________________________
Title: ______________________________
Executed on: ________________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ________________________________
Name: ______________________________
Title: ______________________________
WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

1. Sections 3 and 14 are amended to provide that if any of the provisions in the Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the “Act”) (including areas of termination and renewal of your franchise), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document or Franchise Agreement with regard to any franchise sold in Washington.

2. Section 13 is amended to provide that transfer fees are collectable to the extent that they reflect Franchisor’s reasonable estimated or actual costs in effecting a transfer.

3. Subsection 17.2.1 is amended to provide that in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. Subsection 17.8 is amended to provide that a release or waiver of rights executed by a Franchisee will not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel.

5. Subsection 18.1 is amended to provide that provisions which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]

By: __________________________
Name: _________________________
Title: __________________________
Executed on: ____________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

By: __________________________
Name: _________________________
Title: __________________________
EXHIBIT D-2
DEVELOPMENT INCENTIVE NOTE

$______________ McLean, Virginia>Date:______________

FOR VALUE RECEIVED, [INSERT NAME] (“Maker”) promises to pay to the order of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company (“Holder”), the principal sum of [INSERT AMOUNT] ($______________) which amount shall bear no interest unless Maker defaults or this Note is accelerated.

This Note is issued pursuant to the Franchise Agreement between Holder and Maker for the operation of a [INSERT BRAND] hotel to be located at [INSERT ADDRESS] (“Hotel”). All capitalized terms not defined in this Note shall have the same meaning as in the Franchise Agreement.

The principal amount of this Note will be disbursed by Holder to Maker, and Maker will become subject to the obligation to repay or discharge this Note, when and if Maker opens the Hotel in accordance with the Franchise Agreement. If the Franchise Agreement terminates before the Hotel opens and Holder does not disburse the principal amount of this Note to Maker, then this Note will be deemed discharged and neither party will have any further obligation to the other under this instrument. On each anniversary of the Hotel's Opening Date, one-twentieth (1/20th) of the original principal amount will be forgiven without payment. Maker’s obligation to repay the principal of this Note will cease and this Note will be canceled and discharged when and if the principal is completely forgiven.

The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 7930 Jones Branch Dr., Suite 1100, Mclean, VA 22102, Attention: General Counsel, or at such other place as Holder may periodically direct by written notice to Maker, if: (1) a Termination of the Franchise Agreement occurs for any reason; or (2) a Transfer occurs and the transferee does not assume Maker’s obligation under this Note in a writing acceptable to Holder before the closing of the Transfer. If a Termination or Transfer occurs, the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand or presentment. If this Note is accelerated and is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate allowed by applicable law from its due date until paid. Any payments shall be first applied to any accrued interest and then to principal. Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note. Maker’s obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney’s fees and all costs of collection, which shall be added to the amount due and payable to Holder under this Note. This Note is issued in and shall be governed and construed according to the laws of the State of New York (without the application of conflict of laws principles). Each maker, endorser, guarantor or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of protest, notice of dishonesty and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, renewals, releases, discharges, compositions and compromises with any party liable on this Note, with or without notice to or the consent of, and without discharging or affecting the obligations of any other party liable under this instrument. The terms “Holder” and “Maker” shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. All references to “Maker” shall mean and include the named Maker and all co-makers, guarantors, sureties and accommodation parties signing or endorsing this Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective on the date indicated above.

Maker

Witness

Co-Maker

Witness

2017 US FA All Brands
EXHIBIT E
GUARANTY OF FRANCHISE AGREEMENT

[Insert Hotel Name]

THIS GUARANTY OF FRANCHISE AGREEMENT ("Guaranty") is executed as of [Date] ("Effective Date") by __________________________, a ________________________ ("Guarantor"), in favor of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company ("Franchisor"), as consideration of and as an inducement to Franchisor to execute the franchise agreement with an Effective Date of [Date] (referred to in this Guaranty collectively, along with all applicable amendments, addenda, riders, supplemental agreements and assignments, as the "Franchise Agreement") between Franchisor and ______________________________, a ____________________________ ("Franchisee"). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as in the Franchise Agreement. Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally and irrevocably guaranties to Franchisor: (a) the full and prompt payment of all sums owed by Franchisee to Franchisor and to Franchisor's Affiliates under the Franchise Agreement and otherwise relating to the Hotel, including, but not limited to, all fees and charges, interest, default interest, and other costs and fees (including, without limitation, attorneys' fees in connection with enforcement of the Franchise Agreement; and (b) the performance of all other obligations of Franchisee arising under the Franchise Agreement (collectively, the "Obligations"). On default by Franchisee and notice from Franchisor to Guarantor, Guarantor will immediately make payment in full of all past due amounts owing to Franchisor or Franchisor's Affiliates, and perform each Obligation of Franchisee.

2. Possible Termination of Guaranty. Franchisor will offer Guarantor its then-current standard form termination of guaranty agreement releasing Guarantor from future Obligations under this Guaranty if the following conditions are met: (a) Franchisor receives a copy of the deed evidencing that Franchisee owns fee simple title to the real property on which the Hotel is or will be sited or a copy of a ground lease to which Franchisee is a party with an unrelated third-party ground lessor for a term at least equal to the term of the Franchise Agreement; (b) Guarantor sends a written request to Franchisor to terminate the Guaranty; and (c) at the time of Guarantor's request, Franchisee is in good standing under the Franchise Agreement and has not been in default under the Franchise Agreement at any time during the twenty-four (24) month period before Guarantor's request.

3. Waivers of Certain Rights and Defenses. Each Guarantor waives: (a) any right Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of Guarantor's liability under this Guaranty; (b) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of Guarantor's execution of and performance under this Guaranty; (c) any law or statute which requires that Franchisor make demand on, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others before making any demand on, collecting from or taking any action against Guarantor under or with respect to this Guaranty; and (d) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

4. Information Requests. Guarantor must deliver to Franchisor: (a) complete and current financial information about Guarantor as Franchisor may reasonably request; and (b) any other information about Guarantor that Franchisor reasonably requests.


(a) Each Guarantor jointly and severally holds harmless, and agrees to defend, protect, and indemnify Franchisor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys' fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantors and any other persons or entities.
(b) Franchisor may assign this Guaranty without in any way affecting Guarantor’s liability. This Guaranty will inure to the benefit of Franchisor and its successors and assigns and will bind Guarantor and Guarantor’s heirs, executors, administrators, successors, and assigns.

(c) Notices must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid United States Mail, overnight, registered or certified, with return-receipt requested, to the following addresses:

If to Franchisor:  
Hilton Worldwide  
Attention: General Counsel  
7930 Jones Branch Drive, Suite 1100  
McLean, VA 22102

If to Guarantor:  
INSERT Name and Address

If Guarantor wants to change the notice address set forth above, Guarantor shall notify Franchisor in writing in accordance with the delivery procedure set forth in this Subsection 5(c). A Notice will be deemed effective on the earlier of: (i) receipt or first refusal of delivery; (ii) one (1) day after posting if sent by overnight commercial delivery service or overnight United States Mail; or (iii) three (3) days after placement in the United States Mail if overnight delivery is not available to the Notice address.

(d) Guarantor represents, warrants and covenants to Franchisor that Guarantor, including its directors, officers, senior management, shareholders and other persons having a controlling interest in Guarantor: (i) is not, and, to your actual or constructive knowledge, is not owned or controlled by, or acting on behalf of, Sanctioned Persons or, to Guarantor’s actual knowledge, otherwise the target of Trade Restrictions; (ii) have not and will not obtain, receive, transfer or provide any funds, property, debt, equity or other financing related to the Franchise Agreement and the Hotel or Hotel Site to/from any entity that qualifies as a Sanctioned Person or, to your actual or constructive knowledge, is otherwise the target of any applicable Trade Restrictions’; (iii) Guarantor is familiar with the provisions of applicable Anti-Corruption Laws and shall comply with applicable Anti-Corruption Laws in performance of its obligations under or in connection with this Guaranty or the Franchise Agreement; (iv) any funds received or paid in connection with entry into or performance of this Guaranty have not been and will not be derived from or commingled with the proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that Guarantor is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable Anti-Corruption Laws; (v) in preparation for and in entering into this Guaranty, Guarantor has not made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Guaranty or the performance of Guarantor’s obligations under this Guaranty, you will not directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws; (vi) except as otherwise disclosed in writing to Franchisor, neither Guarantor, nor, to your actual or constructive knowledge, any of its direct or indirect shareholders (including legal or beneficial shareholders), officers, directors, employees, agents or other persons designated by you to act on your own behalf or receive any benefit under this Guaranty, is a Government Official; (vii) any statements, oral, written, electronic or otherwise, that Guarantor submits to Franchisor or to any third party in connection with the representations, warranties, and covenants described in this Subsection 5(d) are truthful and accurate and do not contain any materially false or inaccurate statements; (viii) Guarantor will make reasonable efforts to assure that its respective appointed agents in relation to this Guaranty comply in all material respects with the representations, warranties, and covenants described in this Subsection 5(d); and (ix) will notify Franchisor in writing immediately on it actual or constructive knowledge, the occurrence of any event which would render the foregoing representations and warranties of this Subsection 5(d) incorrect.

(e) Each Guarantor warrants and represents to Franchisor that Guarantor has the requisite power to execute, deliver and perform the terms and provision of this Guaranty, and that this Guaranty is a valid, binding and legally enforceable obligation of each Guarantor in accordance with its terms.
(f) If there is more than one Guarantor named in this Guaranty, any reference to Guarantor will mean any one or all Guarantors. Each Guarantor agrees that all obligations of each Guarantor are joint and several.

(g) No failure or delay on Franchisor’s part in exercising any power or privilege under this Guaranty will impair any such power, right or privilege or be construed as a waiver of its rights under this Guaranty.

(h) If any provision of this Guaranty is determined by a court of competent jurisdiction to be unenforceable, all of the other provisions will remain effective.

(i) This Guaranty embodies the entire agreement between Franchisor and Guarantor with respect to the matters set forth in this Guaranty and supersedes all prior agreements with respect to the matters set forth in this Guaranty.

6. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, this Guaranty and any and all disputes relating to this Guaranty will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles; provided, however, that nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, “implied covenant,” unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Section 6.

7. Jurisdiction and Venue. The parties agree that any action related to this Guaranty shall be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or, if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county or state where the Hotel is located. Guarantor consents to personal jurisdiction and venue in each of these jurisdictions and waives and agrees not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

8. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTY.

GUARANTOR ACKNOWLEDGES THAT GUARANTOR WAS AFFORDED THE OPPORTUNITY TO READ THIS GUARANTY AND TO REVIEW IT WITH AN ATTORNEY OF GUARANTOR’S CHOICE BEFORE SIGNING.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the Effective Date.

GUARANTOR:

By: 
Name: 
Title: 

3
EXHIBIT F
Franchise Application

This application is to be completed online via the Hilton Application Tracker (HAT) internet portal. The online version may appear in a somewhat different format. We may provide a paper application in lieu of this form. A sample of the paper application follows this form. We may update or modify the Franchise Application at any time.

TAB 1 - Instructions

There are two parts of this application: Applicant Information and Hotel Information. If you submit additional applications in the future, you will not have to re-enter all of your information. Rather, you may simply update the relevant sections for each application you submit.

1. Complete all information in English.

2. The applicant must be a natural person or an existing legal entity. If the applicant plans to form a legal entity that does not yet exist, that information is to be provided within the application.

3. Submit the required Fee as set forth in the application. Do not submit any payment to Hilton before the time specified or it will be returned to you.

4. If you have any questions please contact your Hilton Developer. Thank you.

TAB 2 - Applicant

Your First Name: ____________________________
Your Last Name: ____________________________
Your Email: _______________________________
Name of Applicant: _________________________
Country in which Applicant principal business is located or if Applicant is an individual then list permanent residence: ________________________________
State/Province in which Applicant principal business is located or if Applicant is an individual then list permanent residence: ________________________________
Type of Entity: Individual _____ Limited Liability Company _____
Corporation _____ Limited Liability Partnership _____
General Partnership _____ Limited Partnership _____
Other _____
Birth or Formation Date: ________________________________
Country of formation: ________________________________
State/Province of formation: ________________________________
U.S. Social Security Number (last 4 digits only)/EIN/ Canada SIN/Government Identification Number: ________________________________

Principal Correspondent for Legal Notices
Note: This is your official contact information for our records. Do not include your attorney or advisors here. Your address may not be the Hotel or a P.O. Box.

Name: ________________________________
Address: ________________________________
City: ________________________________
Country: ________________________________
State/Province: ________________________________
Zip/Postal Code: ________________________________
Phone: ________________________________
Email: ________________________________
TAB 3 - Hotels Owned and Operated

Hotel List
Please upload a document with information about each hotel you and/or your equity owners currently own, operate, or manage. For each hotel the information should include:

1. Owner/Operator Name
2. Brand/Property Name
3. Address
4. Description of Interest
5. Percentage of Equity Ownership/Interests

Click here to upload _____

TAB 4 - Applicant Ownership Structure

Organizational Chart
Please attach a full organizational chart for the Applicant (and any related entity that will lease or sublease the Hotel or the Hotel Site to Applicant, if applicable) showing all direct and indirect equity owners up to the ultimate individual owners (but excluding public shareholders or passive investors in an institutional investment fund).

For each equity owner, please describe the type of interest held in the entity (e.g., shareholder, general partner, limited partner, manager, member, trustee, etc.) and show the percentage of ownership of each equity owner. If Applicant's owners are individuals, include a breakdown of their underlying ownership by providing the name and description/percentage of ownership interest of all individuals who own and/or control these entities.

TAB 5 - Type of Application

Approval of this Application does not mean that your proposed management company is approved. You must obtain our written approval of the proposed management company for the Hotel after this Application is approved.

Brand: ________________

Type of Agreement:
Management ______
Franchise ______
Both ______

Type of Project:
New Development ______
Conversion (from existing hotel) ______
Adaptive Reuse (from existing building that is not a hotel) ______
Renewal/Relicensing ______
Change of Ownership ______

The proposed hotel will be managed by:

The Applicant ______
A Management Company under a management agreement with the Applicant ______

Management Company Name: ____________________
Management Company Contact: ____________________
Management Company Address: ____________________
Management Company Phone: ____________________
Management Company Email: ____________________
TAB 6 - Hotel Site

Location of Hotel/Hotel Site

Address/Coordinates: _____________________________
City: _____________________________
Country: _____________________________
State/Province: _____________________________
Zip/Postal Code: _____________________________

Has there ever been a franchise branded management affiliation or similar agreement pertaining to the proposed hotel or site?: Yes____ No____ If Yes please describe: _____________________________

Is the hotel currently under contract with another hotel chain? Yes____ No____

If Yes please specify hotel chain: _____________________________

Total size of site: _____________________________ Square feet______ Acres______
Max height allowed by zoning (sq ft): _____________________________
Max height allowed by zoning (stories): _____________________________
Site/Development Restrictions: Yes____ No____

If Yes provide Site/Development Restrictions Description: _____________________________________

Zoned for hotel development Yes____ No____

Site Plan Document 1 (upload). Attach site plan aerial and location map with site identified. Consult with your Developer to confirm the site plan requirements.

Site Plan Document 2 (upload). Attach site plan aerial and location map with site identified. Consult with your Developer to confirm the site plan requirements.

Please describe Applicant's current form of site control for the Hotel or Hotel Site:

Site Control Type: _____________________________
Site Control Document (upload): _____________________________
Site Control Date, i.e., Expiration, Exercise or Closing: _____________________________

If Hotel or Hotel Site is currently owned by someone other than Applicant please indicate:

Hotel/Hotel Site owner name: _____________________________
Address: _____________________________
City: _____________________________
Country: _____________________________
State/Province: _____________________________
Zip/Postal Code: _____________________________
Phone: _____________________________
Fax: _____________________________
Email: _____________________________
Relation to Applicant? If yes please describe: _____________________________

If Hotel or Hotel site will upon close of purchase be owned by someone else than Applicant please indicate:

Fee owner/Lessor name: _____________________________
Address: _____________________________
City: _____________________________
Country: _____________________________
State/Province: _____________________________
Zip/Postal Code: _____________________________
Phone: _____________________________
Fax: _____________________________
Email: _____________________________
Relation to Applicant? If yes please describe: _____________________________
## TAB 7 - Project Details

<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Guest Rooms:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Number of Standard Rooms:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Number of Suites:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Number of Stories:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Year Built:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Contains Meeting Space:</td>
<td>Yes___  No___</td>
</tr>
<tr>
<td>Number of Meeting Rooms:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Contains Ballroom:</td>
<td>Yes___  No___</td>
</tr>
<tr>
<td>Ballroom Description/square footage:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Health Club:</td>
<td>Yes___  No___</td>
</tr>
<tr>
<td>Health Club Description:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Spa:</td>
<td>Yes___  No___</td>
</tr>
<tr>
<td>Spa Description:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Swimming Pool:</td>
<td>Indoor___ Outdoor___ None___</td>
</tr>
<tr>
<td>Food &amp; Beverage Facilities (outlets, capacity, meals served, operated or leased, and current or planned brand names):</td>
<td>____________________________</td>
</tr>
<tr>
<td>Other Retail Outlets (type, operated or leased, current/planned brand names):</td>
<td>____________________________</td>
</tr>
<tr>
<td>Other Amenities (specify):</td>
<td>____________________________</td>
</tr>
<tr>
<td>Shared Facilities:</td>
<td>Yes___ No___</td>
</tr>
<tr>
<td>Shared Facilities Description:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Condo Residences:</td>
<td>Yes___ No___</td>
</tr>
<tr>
<td>Number of Condo Residences:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Hotel Rental Program:</td>
<td>Yes___ No___</td>
</tr>
<tr>
<td>Hotel Rental Program Description:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>
## Estimated Project Costs - New Development Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Overall USD($)</td>
<td></td>
</tr>
<tr>
<td>Land Per Key USD($)</td>
<td></td>
</tr>
<tr>
<td>Construction Overall USD($)</td>
<td></td>
</tr>
<tr>
<td>Construction Per Key USD($)</td>
<td></td>
</tr>
<tr>
<td>FFE Overall USD($)</td>
<td></td>
</tr>
<tr>
<td>FFE Per Key USD($)</td>
<td></td>
</tr>
<tr>
<td>Other Overall USD($)</td>
<td></td>
</tr>
<tr>
<td>Other Per Key USD($)</td>
<td></td>
</tr>
<tr>
<td>Total Project Costs Overall USD($)</td>
<td></td>
</tr>
<tr>
<td>Total Project Costs Per Key USD($)</td>
<td></td>
</tr>
</tbody>
</table>

## Estimated Project Costs – Conversion or Change of Ownership

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price/Current Market Value Aggregate USD($)</td>
<td></td>
</tr>
<tr>
<td>Purchase Price/Current Market Value Per Key USD($)</td>
<td></td>
</tr>
<tr>
<td>Renovations/Upgrades Aggregate USD($)</td>
<td></td>
</tr>
<tr>
<td>Renovations/Upgrades Per Key USD($)</td>
<td></td>
</tr>
<tr>
<td>Other Aggregate USD($)</td>
<td></td>
</tr>
<tr>
<td>Other Per Key USD($)</td>
<td></td>
</tr>
<tr>
<td>Total Project Costs Aggregate USD($)</td>
<td></td>
</tr>
<tr>
<td>Total Project Costs Per Key USD($)</td>
<td></td>
</tr>
</tbody>
</table>

## Estimated Project Timeline

- Forecasted Construction Renovation Start Date:  
- Forecasted Construction Renovation Completion Date:  

## Operating Projections

- Percentage Occupancy Years 1 - 5:  
- AVG Daily Rate (USD) Years 1 – 5:  

## Financing/Refinancing Information

- Do you have a loan or loan commitment for this project:  
- Name of Lender(s):  
- Loan Amount($):  
- Percentage Equity(%):  
- Description:  
- Loan Status: New Existing  

- Is the loan (or will the loan be) cross-collateralized by other hotels/real estate assets or cross-defaulted to any other loan(s):  
- If Yes please describe:  

## Deadlines associated with Project or Application

- Are there any critical deadlines we should know about in processing your application such as purchase closings or financing commitment deadlines:  
- If Yes please describe:  

---

{(018316-002419 00254885.DOCX; 1)
TAB 9 - Application Fee

**AMOUNT** of your application fee: Please confirm the correct amount with your Developer.

**WHEN** to submit your application fee:

<table>
<thead>
<tr>
<th>FRANCHISE APPLICATIONS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>We will not review a proposed project until the application is complete and the fee is received in accordance with the applicable waiting period below.</td>
<td></td>
</tr>
<tr>
<td><strong>For a Hotel in the U.S. or Canada:</strong></td>
<td></td>
</tr>
<tr>
<td>The Franchise Application Fee must be paid after the 14th full calendar day after the date you receive the Franchise Disclosure Document (FDD) and return a signed FDD Receipt to us.</td>
<td></td>
</tr>
<tr>
<td><strong>For a Hotel in Mexico:</strong></td>
<td></td>
</tr>
<tr>
<td>The Franchise Application Fee must be paid after the 30th full business day after the date you receive the Franchise Disclosure Document (FDD) and return a signed FDD Receipt to us. Business days are calculated based on the official calendar published by the Mexican Institute of Industrial Property (IMPI).</td>
<td></td>
</tr>
<tr>
<td><strong>For a Hotel in Brazil:</strong></td>
<td></td>
</tr>
<tr>
<td>The Franchise Application Fee must be paid after the 10th full calendar day after the date you receive the Franchise Disclosure Document (FDD) and return a signed FDD Receipt to us.</td>
<td></td>
</tr>
<tr>
<td><strong>For a Hotel in the U.S. Caribbean:</strong></td>
<td></td>
</tr>
<tr>
<td>If you are applying for a Hotel in a U.S. territory in the Caribbean, the U.S. waiting period applies.</td>
<td></td>
</tr>
<tr>
<td><strong>For a Hotel in any other country in the Caribbean, Central America, or South America that is not listed above:</strong></td>
<td></td>
</tr>
<tr>
<td>The Franchise Application Fee must be paid when the application is submitted.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MANAGEMENT AGREEMENT APPLICATIONS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For a Hotel in the U.S. or Canada:</strong></td>
<td></td>
</tr>
<tr>
<td>The Management Application Fee must be paid when the application is submitted.</td>
<td></td>
</tr>
<tr>
<td><strong>For a Hotel in the Caribbean, Central America or South America:</strong></td>
<td></td>
</tr>
<tr>
<td>The first installment of the Development Services Fee must be paid when the application is submitted.</td>
<td></td>
</tr>
</tbody>
</table>
HOW to submit your application fee: Remit payment by electronic funds transfer (wire) per below.

APPLICATION FEE FOR A HOTEL IN THE U.S.

For Franchise or Management Agreement

Send to:
Bank Name: Northern Trust
ABA #: 071000152
SWIFT Code: CNORUS44 [include this only if payment is from outside the U.S.]
Account #: 35099604
Acct Name: Hilton Domestic Operating Company Inc.
Reference: Attention: (Developer's Name)
Application Fee for: (Applicant's Name)
Application Date: (Signature Date)

Bank Contact Information:
The Northern Trust Company
50 South LaSalle Street
Chicago, IL, USA 60603
(312) 660-5124
(312) 630-6000

You must include the reference information or the processing of your application may be delayed. Please inform your Developer when the wire has been sent.
### APPLICATION FEE FOR A HOTEL OUTSIDE THE U.S.
(Canada, Central and South America, and the non-U.S. Caribbean)

#### For Franchise Agreement

Send to:
Hilton Worldwide Franchising LP USD
JPMorgan Bank
GBR
A/c No: 41363157
ABA No: 609242
SWIFT Code: CHASGB2L
IBAN: GB66 CHAS 6092 4241 3631 57
Reference: Attention: (Developer's Name)
Application Fee for: (Applicant's Name)
Application Date: (Signature Date)

Bank Contact Information:
Royal Bank of Scotland
Premier Place
Devonshire Square
London
EC2M 4XB
United Kingdom

#### For Management Agreement

Send to:
Hilton Worldwide Manage Ltd USD
JPMorgan Bank
GBR
A/c No: 41361947
ABA No: 609242
SWIFT Code: CHASGB2L
IBAN: GB47 CHAS 6092 4241 3619 47
Reference: Attention: (Developer's Name)
Application Fee for: (Applicant's Name)
Application Date: (Signature Date)

Bank Contact Information:
Royal Bank of Scotland
Premier Place
Devonshire Square
London
EC2M 4XB
United Kingdom

You must include the reference information or the processing of your application may be delayed. Please inform your Developer when the wire has been sent.

**OR**

Make checks payable to:
Hilton Domestic Operating Company Inc.
Attention: (Developer’s Name)
755 Crossover Lane
Memphis, TN 38117

If you have any questions, please contact your Developer. Thank you.
<table>
<thead>
<tr>
<th>ACKNOWLEDGEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant submits this application to request that Hilton consider entering into a franchise agreement or management agreement to operate a Hotel under the specified Brand at the specified Location. Applicant acknowledges that Hilton is relying on the information provided in this application and all documents submitted by Applicant and its co-owners and their agents, advisers, and representatives in connection with this application. Applicant represents, warrants, and undertakes to Hilton that:</td>
</tr>
<tr>
<td>1. All information contained in the Application is true, accurate, complete, and not misleading as of the date of this Application. Applicant will inform Hilton promptly of any change in any of the information provided in this Application and provide any additional information requested by Hilton. Hilton may rely on the information in this Application and any additional information provided by Applicant pertaining to this Application, the Hotel, the Location, and the proposed franchise or management agreement without needing to independently verify the accuracy of the information.</td>
</tr>
<tr>
<td>2. Applicant will pay the Application Fee, which is deemed to be fully earned upon receipt by Hilton and is not refundable except as provided in this section. If the Application is not approved or is withdrawn before it is approved, the Franchise Application Fee will be refunded, without interest, less $7,500. If the Application is approved, the Franchise Application Fee will not be refunded (even if the approval is conditioned on Applicant providing additional information); provided, however, that if a Change of Ownership Application is approved and the approved change of ownership does not occur, the Franchise Application Fee will be refunded, without interest, less $7,500. Hilton reserves the right to approve or disapprove an Application for any reason or no reason. If an Application is approved, Applicant must provide any additional information requested, meet any additional requirements, and sign the required agreements within the time period Hilton specifies, failing which Hilton may terminate the proposed hotel project and retain the Application Fee.</td>
</tr>
<tr>
<td>3. Applicant authorizes credit agencies/bureaus, financial institutions, companies and individuals to disclose to Hilton any and all information requested by Hilton for the purpose of completing any necessary credit and/or background investigations in connection with this Application and the execution of any Franchise or Management Agreement.</td>
</tr>
<tr>
<td>4. Applicant (jointly and severally if applicable) agrees to indemnify, hold harmless, and defend each Indemnitee from and against any and all Claims and Losses arising out of or in connection with this Application, the Hotel, the Location, and the franchise or management Agreement. As used in this section: (a) “Indemnitee” means Hilton, its affiliates, and each of their respective officers, directors, employees, agents, representatives, and assignees; (b) “Claims” means all claims, demands, actions, suits, proceedings, and investigations; and (c) “Losses” means all direct and indirect losses, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with a Claim. Each Indemnitee has the right to approve the selection of its defense counsel and to assume exclusive control over the defense of any Claim and any settlement or other disposition of any Claim at any time, and at Applicant’s expense.</td>
</tr>
</tbody>
</table>

**O** Applicant Acknowledges and Agrees
HILTON FRANCHISE APPLICATION

This franchise application ("Application") includes the following:

- Instructions for Submitting an Application
- Part 1 - Application Checklist
- Part 2 - Application Letter
- Part 3 - Application Form

Instructions for Submitting an Application:

1. Have a required signer for the Applicant access the current Franchise Disclosure Document ("Disclosure Document") for the applicable brand through the E-Disclosure procedure and complete the procedure by clicking "Submit" on the Electronic Receipt page. If Applicant received a paper version of the Disclosure Document, have a required signer for the Applicant sign and date the “Receipt” page at the end of the Disclosure Document and return it immediately by mail to your development representative.

2. All information must be legible and in English. Please type or print the information. For your convenience, the Application may be filled out electronically, saved and printed.

3. Attach supporting documents/information indicated in the Application Checklist. If the Application is not completed and/or supporting documentation is not attached, you must include an explanation of why the Application is not completed or the supporting documentation is not attached.

4. Applicant must be a natural person or an existing legal entity. You must provide a complete organizational chart up to the ultimate owning entity/entities and the ultimate individual owners of the Applicant.

5. Applicant must pay the franchise application fee ("Franchise Application Fee") by check or wire transfer when the Application is submitted or promptly after expiration of the waiting period specified below. The amount of the Franchise Application Fee is:

<table>
<thead>
<tr>
<th>Brand</th>
<th>New Build/Conversion</th>
<th>Relicensing</th>
<th>Change of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canopy® by Hilton</td>
<td>$75,000 plus $400 for each room over 250</td>
<td>$75,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>Conrad®</td>
<td>$75,000 plus $400 for each room over 250</td>
<td>$75,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>Curio™ a Collection by Hilton</td>
<td>$75,000 plus $400 for each room over 250</td>
<td>$75,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>Doubletree® by Hilton</td>
<td>$75,000 plus $400 for each room over 250</td>
<td>$75,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>Doubletree Suites® by Hilton</td>
<td>$75,000 plus $400 for each room over 250</td>
<td>$75,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>Embassy Suites®</td>
<td>$75,000 plus $400 for each room over 250</td>
<td>$75,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Hampton Inn by Hilton</td>
<td>$75,000 plus $400 for each room over 150</td>
<td>$75,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Hampton Inn &amp; Suites by Hilton™</td>
<td>$75,000 plus $400 for each room over 150</td>
<td>$75,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Hilton®</td>
<td>$75,000 plus $400 for each room over 250</td>
<td>$85,000</td>
<td>$125,000</td>
</tr>
<tr>
<td>Hilton Garden Inn®</td>
<td>$75,000 plus $400 for each room over 150</td>
<td>$75,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Homewood Suites by Hilton®</td>
<td>$75,000 plus $400 for each room over 150</td>
<td>$75,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Home2 Suites by Hilton®</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$175,000</td>
</tr>
<tr>
<td>Tapestry Collection by Hilton™</td>
<td>$50,000 plus $400 for each room over 250</td>
<td>$50,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Tru™ by Hilton</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Waldorf Astoria®</td>
<td>$75,000</td>
<td>$75,000</td>
<td>$125,000</td>
</tr>
</tbody>
</table>

NOTE: APPLICANT SHOULD NOT SUBMIT PAYMENT OF THE FRANCHISE APPLICATION FEE UNTIL AT LEAST THE DAY AFTER THE 14TH FULL CALENDAR DAY FOLLOWING
THE DATE APPLICANT RECEIVED THE DISCLOSURE DOCUMENT IN PAPER FORM OR THROUGH THE E-DISCLOSURE PROCEDURE.

NOTE: Applicant must also pay a Property Improvement Plan ("PIP") fee if the Application is for a Conversion, Relicensing or Change of Ownership.

Required Signatures:

The Application Letter must be signed and dated by the Applicant, or on behalf of the Applicant, by a person or persons with the capacity and authority to do so. The signatures required for valid execution of the Application Letter may vary depending on the laws under which the Applicant is established or resident. These laws must be complied with. Our minimum requirements for signatures are as follows:

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Signers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual(s)</td>
<td>Each Individual</td>
</tr>
<tr>
<td>Corporate Entity</td>
<td>President, Vice President or other authorized officer</td>
</tr>
<tr>
<td>General Partnership</td>
<td>Each General Partner</td>
</tr>
<tr>
<td>Limited Partnership</td>
<td>Any General Partner</td>
</tr>
<tr>
<td>Limited Liability Company</td>
<td>Managing Member(s) or other authorized Member(s)</td>
</tr>
<tr>
<td>Trust</td>
<td>Trustee(s)</td>
</tr>
<tr>
<td>Estate</td>
<td>Executor or Administrator</td>
</tr>
</tbody>
</table>
Part 1: Application Checklist

The following items must be included for the Application to be complete. We reserve the right to request additional information as we consider appropriate:

☐ Disclosure Document Receipt **signed and dated** or **submitted electronically** by Applicant (see page 1), if applicable.

☐ Application Letter **signed and dated** by Applicant, with completed Application pages.

☐ Franchise Application Fee dated and/or received no earlier than the day after the **14th full calendar day** after the date the Applicant received the Disclosure Document. Example: If you receive the Disclosure Document on January 1st, then the **earliest** you may pay the Franchise Application Fee will be 15 days after that date, on January 16th.

☐ A certification of formation or similar document evidencing the Applicant Entity’s status in the jurisdiction of formation.

☐ Complete Ownership Structure Form for Applicant and its underlying ownership entities.

☐ Complete Ownership Structure Form for fee title holder or lessor/sublessor of Hotel/Hotel Site if related to Applicant.

☐ Market or feasibility study, if available, or on request.

☐ Site Control Document and all amendments (e.g., recorded deed, recorded ground lease, recorded purchase option, binding letter of intent, binding purchase agreement) in the name of Applicant or its affiliate.

☐ Site Plan, Aerial and Location Map with site identified (consult your Developer for site plan requirements).

☐ List of hotels owned or managed by Applicant.

**CONVERSION PROJECTS** In addition to the above, include the following items:

☐ Conversion Indemnity Letter (if applicable)

☐ 3 Years’ Hotel Operating Statistics (Summary Statement)
Part 2: Application Letter

Name of Applicant: ("Applicant")
Location: ("Location")

BRAND (check one):
[ ] Canopy® by Hilton
[ ] Conrad®
[ ] Curio™ a Collection by Hilton
[ ] Doubletree® by Hilton
[ ] Doubletree® Suites by Hilton
[ ] Embassy Suites®
[ ] Hampton Inn by Hilton™
[ ] Hampton Inn & Suites by Hilton™
[ ] Hilton®
[ ] Hilton Garden Inn®
[ ] Home2 Suites by Hilton®
[ ] Homewood Suites by Hilton®
[ ] Tapestry Collection by Hilton™
[ ] Tru™ by Hilton
[ ] Waldorf Astoria®

This franchise application letter ("Application Letter") is provided to Hilton Franchise Holding LLC ("Franchisor"), a subsidiary of Hilton Worldwide Holdings Inc. ("Hilton Worldwide"), authorized to consider and process an application for a franchise to operate a hotel under the Brand at the Location in the United States ("Hotel"). The present or future subsidiaries and affiliates and direct or indirect owners of Hilton Worldwide are collectively referred to as “entities” ("Entities"). Applicant understands that Franchisor is relying on the information provided in this application and all documents submitted by Applicant and co-owners and their agents, advisers and representatives in connection with or in support of the application, including, but not limited to, this Application Letter (together, the "Application"). Applicant agrees to supply such additional information, statements or data as may be requested by Franchisor. Applicant represents, warrants, and undertakes to Franchisor and the Entities, that:

1. All information contained in the Application is true, correct and complete as of the date of this Application Letter. Applicant will promptly inform Franchisor of any change in any of the information provided in the Application.

2. Both Applicant and the undersigned have the authority to make the Application and to enter into a franchise agreement ("Franchise Agreement") for the proposed Hotel at the Location. Neither the making of this Application nor the execution of a Franchise Agreement will conflict with nor put Applicant in breach of the terms of any agreements to which Applicant, its affiliates or the undersigned are a party or by which Applicant or its affiliates are bound. Neither Applicant nor its affiliates have been induced by Hilton Worldwide to terminate or breach any agreement with respect to the Location.

3. Certain information concerning Franchisor’s system for the Brand, including the Disclosure Document (if required under applicable law), the manual and the Franchise Agreement (together, the “Franchise Information”), has been made available to Applicant. Applicant is generally familiar with the Franchise Information and its requirements and is applying for the form of Franchise Agreement provided. Applicant undertakes to treat the manual which it may receive from Franchisor as confidential. Applicant acknowledges and agrees that the Franchise Information is the property of Hilton Worldwide and/or the Entities, and that Applicant obtains no right, title or interest in or to any of the Franchise Information. Applicant agrees not to use the Franchise Information unless and until a Franchise Agreement is entered into and then in accordance with the terms and conditions of the Franchise Agreement.

4. Applicant acknowledges that Hilton Worldwide and the Entities do not enter into oral agreements or understandings with respect to the Franchise Agreement, and as that of the date of this Application Letter there are no oral agreements or understandings between Applicant and Hilton Worldwide or the Entities with respect to the proposed Franchise Agreement.

5. Applicant acknowledges that the Franchise Application Fee must be enclosed with the Application if the mandatory waiting period specified in Paragraph 5 of the Instructions has expired, or must be paid promptly after expiration of the mandatory waiting period. If the Application is not approved or if Applicant withdraws the Application before it is approved, the Franchise Application Fee
will be fully refunded, without interest, less $7,500 for time and expenses incurred by Franchisor in processing the Application. If the Application is approved, the Franchise Application Fee will not be returned or refunded under any circumstances (even if approval is conditioned on Applicant providing additional information). For a Change of Ownership Application, if Franchisor approves the Application, and the approved change of ownership does not occur, then Franchisor will refund the Franchise Application Fee without interest, less $7,500. Franchisor reserves the sole right to approve or disapprove the Application for any reason. If the Application is approved, Applicant must provide any additional information requested, meet any additional requirements and sign the Franchise Agreement within the time period Franchisor specifies, and all other ancillary documents within the time period designated by Franchisor, failing which Franchisor may terminate the proposed hotel project and retain the Franchise Application Fee. The Franchise Application Fee may be invested, combined with other funds or otherwise used as Hilton Worldwide deems appropriate.

6. Applicant authorizes credit agencies/bureaus, financial institutions, companies and individuals to disclose to Hilton Worldwide any and all information for the purpose of Hilton Worldwide and the Entities completing any necessary credit and/or background investigations in connection with this Application and execution of any Franchise Agreement.

7. Applicant, jointly and severally if applicable, agrees to indemnify and defend Hilton Worldwide and the Entities and their respective officers, directors, employees, agents, representatives, and assignees (collectively, the “Hilton Worldwide Indemnitees”) against, and to hold them harmless from, all losses in connection with the Application and the Location, including breach of any representations, warranties or undertakings contained herein and all claims, demands, suits, causes of action, liabilities, losses or otherwise, directly or indirectly incurred (including legal and accounting fees and expenses), and including claims as a result of Franchisor processing the Application and/or approving a Franchise Agreement. Each Hilton Worldwide Indemnitee shall have the right independently to take any action it may deem necessary in its sole discretion to protect and defend itself against any threatened action subject to Applicant’s indemnification, without regard to the expense, forum or other parties that may be involved. Each Hilton Worldwide Indemnitee shall have sole and exclusive control over the defense of any such action (including the right to be represented by counsel of its choosing) and over the settlement, compromise or other disposition thereof. Hilton Worldwide may rely on any information, statement or notice from the Applicant pertaining to the Location or Franchise Agreement without having to investigate or ascertain the accuracy of any fact or allegation in the information, statement or notice.

8. This Application Letter may be executed in counterparts, each of which shall be deemed an original. This Application Letter must be signed by an authorized signatory for the Applicant (see Guidelines for Submitting a Franchise Application for required signatories).

9. This Application shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its choice of law principles.

Signature: _______________________________ Date: ________________
Individual’s Name: __________________________________________
Entity Name, if any: __________________________________________
Position: ________________________________
Part 3: Application Form

HILTON WORLDWIDE FRANCHISE APPLICATION

APPLICANT

NAME OF APPLICANT (entity name may not include any of our marks or any variations/initials):

State in which Applicant’s principal business address (or if Applicant is an individual, permanent residence) is located:

Type: [ ] Corporation [ ] Limited Partnership [ ] General Partnership [ ] Limited Liability Company

[ ] Individual [ ] Trust [ ] Other (specify) [ ] Limited Liability Partnership

Birth or Formation Information:

Date: ___________________________ State/Province, Country: ___________________________

U.S. Social Security Number (last 4 digits only)/EIN/Canada SIN/Government Identification Number:

______________________________

PRINCIPAL CORRESPONDENT

FOR LEGAL NOTICES

Name:

Street Address:

City, State/Province Zip/Postal Code

Telephone #:

Fax #:

Email:

FOR DAY-TO-DAY COMMUNICATIONS

Name:

Street Address:

City, State/Province Zip/Postal Code

Telephone #:

Fax #:

Email:

MANAGEMENT INFORMATION

THE PROPOSED HOTEL WILL BE MANAGED BY:

[ ] A General Manager who will be employed by the Applicant

The General Manager will be:

[ ] A Management Group under a Management Agreement with the Applicant

Company Name and Contact:

Address:

Telephone: _______ Fax: _______ Email: _______

Approval of this Application does not mean that your proposed management is approved.

You must obtain Franchisor’s separate written approval of the proposed management of the Hotel.

LIST ALL HOTELS OWNED AND/OR OPERATED BY APPLICANT AND ITS EQUITY OWNERS

(attach additional pages if necessary)

<table>
<thead>
<tr>
<th>Owner/Operator Name</th>
<th>Brand/Property Name, City/State</th>
<th>Description of Interest</th>
<th>% Equity</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
OWNERSHIP STRUCTURE OF APPLICANT ENTITY

INSTRUCTIONS: Please provide a complete breakdown of the owners of the Applicant Entity and any related entity that holds/will hold fee title to the Hotel. For complex structures, please attach a detailed organizational chart (see next page). If these owners are other legal entities, please include a breakdown of their underlying ownership. That means you should provide the name and description/percentage of ownership interest of all individuals who own and/or control these entities. Copy this form as needed to provide multiple structures.

Example:

<table>
<thead>
<tr>
<th>Entity/Person’s Name</th>
<th>SSN (last 4 digits), EIN, Canada SIN or Gov’t ID#</th>
<th>Description of Interest</th>
<th>% Interest</th>
<th>Business Address &amp; Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>XYZ Corp.</td>
<td>12-3456789</td>
<td>General</td>
<td>1%</td>
<td>XYZ Corp. Address/Phone</td>
</tr>
<tr>
<td>- John Doe, President</td>
<td>1234</td>
<td>Partner</td>
<td></td>
<td>John Doe Address/Phone</td>
</tr>
<tr>
<td>- Jane Doe, Shareholder</td>
<td>5678</td>
<td></td>
<td></td>
<td>Jane Doe Address/Phone</td>
</tr>
<tr>
<td>ABC, L.L.C.</td>
<td>23-4567891</td>
<td>Limited</td>
<td>99%</td>
<td>ABC, L.L.C. Address/Phone</td>
</tr>
<tr>
<td>- BDC, Inc., its managing member</td>
<td>34-5678912</td>
<td>Partner</td>
<td>100%</td>
<td>BDC, Inc. Address/Phone</td>
</tr>
<tr>
<td>- Bill Davis, President</td>
<td>9012</td>
<td></td>
<td></td>
<td>Bill Davis Address/Phone</td>
</tr>
<tr>
<td>- Bill Davis Family Trust, member</td>
<td>45-6789123</td>
<td>Trust Contact</td>
<td>25%</td>
<td>Address/Phone</td>
</tr>
<tr>
<td>- Bill Davis, Trustee</td>
<td>2345</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Bill Davis, Jr., Beneficiary</td>
<td>6789</td>
<td>same as above</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

ENTITY NAME: ____________________________________________________________

OWNERSHIP STRUCTURE

(Provide additional pages if necessary)

<table>
<thead>
<tr>
<th>Entity/Person’s Name</th>
<th>SSN (last 4 digits), EIN, Canada SIN or Gov’t ID#</th>
<th>Description of Interest</th>
<th>% Interest</th>
<th>Business Address &amp; Telephone</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>
Organizational Chart

Please attach a full organizational chart for the Applicant entity (and Applicant’s affiliate that will lease or sublease the Hotel or the Hotel Site to Applicant, if applicable) showing all direct and indirect equity owners up to the ultimate individual owners (but excluding public shareholders or passive investors in an institutional investment fund). For each equity owner, please describe the type of interest held in the entity (e.g., shareholder, general partner, limited partner, manager, member, trustee, etc.) and show the percentage of ownership of each equity owner.

For example:

```
Ultimate Owner A
(x% ownership interest)

Entity A
(x% shareholder)

Applicant
```

```
Ultimate Owner B
(x% ownership interest)

Entity B
(x% shareholder)
```

```
Ultimate Owner C
(x% ownership interest)

Entity C
(x% shareholder)
```
HOTEL/SITE/SITE CONTROL INFORMATION

Location of Hotel/Hotel site:

<table>
<thead>
<tr>
<th>Street Address/Coordinates:</th>
<th>City, State/Province:</th>
<th>Zip/Postal Code:</th>
<th>Country:</th>
</tr>
</thead>
</table>

Brand:

<table>
<thead>
<tr>
<th>Canopy® by Hilton</th>
<th>Embassy Suites®</th>
<th>Home2 Suites by Hilton®</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conrad®</td>
<td>Hampton Inn by Hilton™</td>
<td>Homewood Suites by Hilton®</td>
</tr>
<tr>
<td>Curio™ a Collection by Hilton</td>
<td>Hampton Inn &amp; Suites by HiltonTM</td>
<td>Tapestry Collection by HiltonTM</td>
</tr>
<tr>
<td>Doubletree® by Hilton</td>
<td>Hilton®</td>
<td>Tru™ by Hilton</td>
</tr>
<tr>
<td>Doubletree® Suites by Hilton</td>
<td>Hilton Garden Inn®</td>
<td>Waldorf Astoria®</td>
</tr>
</tbody>
</table>

Development Type:

- New Development*
- Conversion
- Change of Ownership
- Relicensing

(*new build/adaptive reuse)

Hotel Affiliation (for New Development/Conversion applications only):

Has there ever been a franchise, branded management, affiliation or similar agreement pertaining to the proposed hotel or site?

- No
- Yes/Describe:

Is the hotel currently under contract with another hotel chain?

- No
- Yes/Specify hotel chain:

Hotel Facilities (existing and/or proposed):

<table>
<thead>
<tr>
<th>Total Guest Units:</th>
<th># of Standard Rooms:</th>
<th># of Suites:</th>
<th># of Stories:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year Built (open hotel)</td>
<td>Meeting Space?</td>
<td>No</td>
<td>Yes: ______ sq. ft</td>
</tr>
</tbody>
</table>

- Ballroom? Yes/Description/square footage:
- Health Club? Yes/Description:
- Spa? Yes/Description:
- Swimming Pool? Indoor Outdoor None

Food & Beverage Facilities (outlets, capacity, meals served, operated/leased, current/planned brand names):

Other Retail Outlets (type, operated/ leased, current/planned brand names):

Other Amenities (specify):

- Shared Facilities? No Yes/Description:
- Condo Residences? No Yes/ (#):
- Hotel Rental Program? No Yes/Description:
Hotel Site /Building Information:

<table>
<thead>
<tr>
<th>Total sq footage of site:</th>
<th>Zoned for hotel development?</th>
<th>No</th>
<th>Yes</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Max height allowed by zoning:</th>
<th>Sq. Ft</th>
<th>Stories</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Site/Development Restrictions?</th>
<th>No</th>
<th>Yes/Describe:</th>
</tr>
</thead>
</table>

Please describe Applicant’s current form of site control for the Hotel or Hotel Site:

- Owned by Applicant (attach copy of recorded deed)
- Ground lease (attach copy of recorded ground lease)  Expiration Date:  
- Binding option agreement (attach copy of recorded agreement)  Exercise Deadline:  
- Binding purchase agreement (attach copy of executed agreement)  Closing Deadline:  
- Other/Describe:  

If Hotel or Hotel Site is currently owned by someone else other than Applicant, please indicate:

<table>
<thead>
<tr>
<th>Hotel/Hotel Site owner name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>State/Province:</td>
</tr>
<tr>
<td>Zip/Postal Code:</td>
</tr>
<tr>
<td>Country:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>
| Related to Applicant?         | No | Yes/Describe:  

If Hotel or Hotel Site will, upon close of purchase, be owned by someone other than Applicant, please indicate:

<table>
<thead>
<tr>
<th>Fee owner/Lessor name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City, State/Province:</td>
</tr>
<tr>
<td>Zip/Postal Code:</td>
</tr>
<tr>
<td>Country:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Related to Applicant?</td>
</tr>
</tbody>
</table>
## FINANCIAL INFORMATION/PROJECT TIMELINE

### Estimated Project Costs - New Development Project:

<table>
<thead>
<tr>
<th>Costs</th>
<th>Overall</th>
<th>Per Key</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land:</td>
<td>US$</td>
<td>US$</td>
</tr>
<tr>
<td>Construction:</td>
<td>US$</td>
<td>US$</td>
</tr>
<tr>
<td>FF&amp;E:</td>
<td>US$</td>
<td>US$</td>
</tr>
<tr>
<td>Other:</td>
<td>US$</td>
<td>US$</td>
</tr>
<tr>
<td><strong>Total Project Costs:</strong></td>
<td><strong>US$</strong></td>
<td><strong>US$</strong></td>
</tr>
</tbody>
</table>

### Estimated Project Costs – Conversion or Change of Ownership (existing hotel):

<table>
<thead>
<tr>
<th>Costs</th>
<th>Aggregate</th>
<th>Per Key</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price/Current Market Value:</td>
<td>US$</td>
<td>US$</td>
</tr>
<tr>
<td>Renovations/Upgrades:</td>
<td>US$</td>
<td>US$</td>
</tr>
<tr>
<td>Other:</td>
<td>US$</td>
<td>US$</td>
</tr>
<tr>
<td><strong>Total Project Costs:</strong></td>
<td><strong>US$</strong></td>
<td><strong>US$</strong></td>
</tr>
</tbody>
</table>

### Estimated Project Timeline:

- Forecasted Construction/Renovation Start Date: 
- Forecasted Construction/Renovation Completion Date: 

### Operating Projections:

<table>
<thead>
<tr>
<th>Assumptions</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Occupancy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avg Daily Rate (US$)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Financing/Refinancing Information:

- Do you have a loan or loan commitment for this project? [ ] No [ ] Yes (continue)
- Name of Lender(s): 
- Loan Amount: 
- Percentage Equity: 
- Description: 
- New? [ ] Yes/Describe: 
- Existing? [ ] Yes/Describe: 

### Deadlines associated with Project or Application:

- Are there any critical deadlines we should know about in processing your application, such as purchase closings or financing commitment deadlines? [ ] No [ ] Yes/ Describe: 

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(000011-002419 00257274.DOCX; 1) Page 11 of 11
EXHIBIT G
HILTON SYSTEMS SOLUTIONS, LLC
HILTON INFORMATION TECHNOLOGY SYSTEM AGREEMENT

Address For Notices to Customer
Customer Name: %LegalEntity%
Attention: %PrimaryContactName%
Address: %PrimaryContactAddress1%
%PrimaryContactAddress2%
%PrimaryContactCity%
%PrimaryContactState%
%PrimaryContactZip%

Address Of Customer's Site
Site Name: %PropertyName%
Attention: %GMName%
Address: %PropertyAddress1%
%PropertyAddress2%
%PropertyCity%
%PropertyState%
%PropertyZip%

Address For Notices to Hilton Systems Solutions, LLC
Division: %BrandCodeDesc%
Attention: Dir. OnQ® Deployment Planning – Randy Kanaya
Address 755 Crossover Lane
Memphis, TN 38117

On the terms and conditions set forth herein, Hilton Systems Solutions, LLC, a Delaware limited liability company (“HSS”) and %LegalEntity% (the “Customer”) as either the owner of a property managed by an affiliate of HSS or as a licensed franchisee of an affiliate of HSS, hereby enter into this Hilton Information Technology System Agreement (the “Agreement” or the “HITS Agreement”) wherein HSS agrees to license or sublicense to Customer certain Proprietary Software and Certified Third Party Software, as such terms are defined herein, and may provide certain equipment (“Authorized Equipment”) as described herein that is leased, licensed or purchased by Customer for the operation of HSS’s OnQ® technology. Such software and equipment needed for the operation of HSS’s OnQ® technology are collectively referred to herein as the “Information System”. The Customer agrees that such licenses or sublicenses of software and any equipment provided herein are subject to the terms and conditions of the Agreement and the additional terms, conditions, and additional programs contained in the schedules (the “Schedules”) attached hereto:

Schedule A: Information System Software Licensed / Services Provided
Schedule B: System Cost and Payment Terms
Schedule C: Software Maintenance / Cost and Payment Terms
Schedule D: Authorized Equipment Description / Purchase Terms and Conditions
Schedule E: Authorized Equipment Maintenance / Cost and Payment Terms
Schedule F: Microsoft Participation Agreement
Schedule G: Certified Third Party Software / Additional Terms and Conditions
Schedule H: Subsequent Purchase of Additional Equipment, Software and Services
Schedule I: Joinder by Preferred Retailer
Schedule J: Joinder by Preferred Lessor
Schedule K: Joinder by Preferred Services Provider
Schedule L: Total Solution Program Agreement
Schedule M: Hilton Brand Fee Based Pricing Program Agreement – .75%
Schedule N: Hilton Brand Fee Based Pricing Program Agreement – 1%
Schedule O: Hilton Brand Fee Based Pricing Program Agreement – REIT Hotel
Schedule P: Doubletree Authorized Equipment Refresh
Schedule Q: Hilton Garden Inn Refresh Program Agreement
Schedule R: Curio or Canopy or Tapestry Authorized Equipment Refresh
Schedule S: TRU by Hilton Authorized Equipment Refresh
Schedule T: Independent Brand Fee Based Pricing Program Agreement – .75%
Schedule U: Intentionally Omitted
Schedule V: Conrad or Waldorf Astoria Hotel Fee Based Pricing Program Agreement – .75%
Schedule W: Conrad or Waldorf Astoria Hotel Fee Based Pricing Program Agreement – .45%
For the purposes of this Agreement, the Authorized Equipment shall mean any equipment listed on Schedule D. Effective Date: The effective date ("Effective Date") shall be the date signed by HSS.

CUSTOMER: %LegalEntity%

By: %HotelApproverSignature% Authorized Signature
Print Name: %HotelApproverName%
Title: %HotelApproverTitle%
Date: %HotelApprovedDate%

HILTON SYSTEMS SOLUTIONS, LLC

By: %HiltonApproverSignature% Authorized Signature
Print Name: Randy Kanaya
Title: Director – OnQ® Deployment Planning
Date: %HiltonApprovedDate%
TERMS AND CONDITIONS

1. **System Cost.** The System Cost (the “System Cost”) includes license fees for HSS’s proprietary software licensed from HSS (the “Proprietary Software”) and for the license or sublicense (“license”) of certain third party software tested to work on the Information System with Authorized Equipment and installed by HSS’s Preferred Services Provider (the “Certified Third Party Software”), any related fees for equipment and software installation and any training services to be provided. The System Cost and the payment schedule and terms are set forth in Schedule “B”. In addition to the System Cost specified in Schedule “B” for all software provided by HSS hereunder, all transportation, handling, rigging and insurance charges from the shipping point to destination shall be borne by Customer. Customer acknowledges that HSS or its affiliates and subsidiaries may derive revenues and/or other material consideration on all or a portion of the System Cost or for the license of software, the sale or lease of equipment or the provision of services relating to this Agreement.

2. **Master Agreements.** HSS or its designee may, from time to time, without warranty or representation of any kind, negotiate with an outside vendor, a master computer equipment purchase agreement or a master software license agreement (the “Master Agreements”) and provide certain purchase opportunities for Customer to purchase Authorized Equipment from a preferred retailer (the “Preferred Retailer”), to lease Authorized Equipment from a preferred lessor (the “Preferred Lessor”) or to engage providers of computer software and systems services, such as site survey, implementation, installation and maintenance support (the “Preferred Services Provider” or “PSP”) or to license software pursuant to the terms of the Master Agreements, Customer may be required to execute a joinder to these Master Agreements (Schedules I, J, K and U) and in such event Customer shall have direct privity of contract with such vendor and shall be bound by the terms thereof as they apply to Customer and its purchases, leases or licenses thereunder and Customer shall be directly and solely responsible for such purchases, leases and licenses.

HSS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES IN REGARD TO THE PREFERRED RETAILERS, THE PREFERRED LESSORS OR THE PREFERRED SERVICES PROVIDERS, THEIR AGREEMENTS, PRODUCTS AND/OR SERVICES AND SHALL HAVE NO LIABILITY WHATSOEVER FOR THE TERMS AND CONDITIONS THEREOF, PERFORMANCE OF ANY OBLIGATIONS OR OTHER AGREEMENTS THEREUNDER, ANY EQUIPMENT PURCHASED, LEASED, OR INSTALLED, ANY SERVICES PERFORMED, ANY USE OF ANY SOFTWARE, OR ANY SOFTWARE LICENSED OR SUBLICENSED PURSUANT THERETO.

3. **Customer Cooperation.** Customer shall provide HSS and its affiliates, subsidiaries and third party vendors with such cooperation relating to HSS’s performance of its obligations under this Agreement as HSS may reasonably request from time to time. Customer agrees to comply with the Information System’s regulations, rules and policies as HSS may determine from time to time.

4. **Notices.** Except as otherwise specified herein, all notices, requests, demands or communications required hereunder shall be in writing, delivered personally or sent by first class U.S. mail or by a nationally reputable overnight courier service, postage and other fees prepaid, to Customer and HSS at the addresses first set forth above (or at such other addresses as shall be given in writing by either of the parties to the other in accordance with this Section). All notices, requests, demands or communications shall be deemed effective upon delivery or three (3) days following deposit in the U.S. mail or effective one (1) business day following delivery to a nationally reputable overnight courier service in accordance with this Section. Additional notices may be required by the Schedules attached hereto.

5. **Termination of Agreement.**

(a) HSS shall have the right, without limiting any of its other rights or remedies, to terminate this Agreement upon ten (10) days prior written notice to Customer in the event of a Customer default (as defined in Section 5(b) below) or in the event Customer ceases to be a licensed franchisee of Hilton Domestic Operating Company Inc. (“HDOC”) or its affiliate or subsidiary through Customer’s license agreement (“License Agreement”) or otherwise entitled to operate a hotel, timeshare, steamboat or cruise line using the name “Hilton” or any other registered trademark or tradename of HDOC or its affiliate or subsidiary pursuant to the terms of a written management agreement (the “Management Agreement”) between Customer and HDOC or any of HDOC’s affiliates or subsidiaries. The License Agreement and the Management Agreement are collectively referred to herein as the “Brand Agreements.” The Master Agreements and the Brand Agreements
are collectively referred to herein as the “Other Agreements.” For purposes of this Agreement, an affiliate hotel operating pursuant to an affiliation agreement shall be included in the term “licensed franchisee” during conversion and rebranding.

(b) For purposes hereof, a default by Customer shall be deemed to occur if Customer shall fail to pay all or any portion of any amounts due and payable hereunder or shall breach any other material provision of this Agreement or the Schedules attached hereto and such breach shall continue uncured for a period of ten (10) days after receipt of written notice thereof from HSS.

(c) Upon any termination of this Agreement, Customer shall immediately cease all use of the Information System and promptly return any and all copies of Proprietary Software, Certified Third Party Software and any related documentation to HSS. Within five (5) business days following such termination, an officer of Customer shall certify in writing to HSS that all such copies and documentation have been returned to HSS. In the event of a termination before the expiration of twelve (12) full calendar months, Customer shall pay HSS’s then current termination fee. HSS shall have no obligation to provide any maintenance or other services to Customer following any termination of this Agreement.

(d) All representations, promises, warranties and obligations of Customer shall survive the termination of this Agreement.

(e) In the event of a Customer default, as defined in Section 5(b), above, instead of immediately and completely terminating this Agreement pursuant to Section 5(a), above, HSS shall have the right to postpone complete termination for such period of time as HSS, in its sole discretion, may determine and HSS and/or its affiliates and subsidiaries shall have the right during such period of time to exercise one or more of the following interim remedies (each an “Interim Remedy”):

(i) Disable all or any part of the Information System available to Customer and/or suspend any one or more of the services provided or supported under this Agreement, or any Schedule hereto.

(ii) Charge Customer for the cost relating to any equipment, equipment maintenance, software, software maintenance, information technology, network and/or other services which were previously provided under this Agreement to Customer at no additional charge other than the fees Customer paid under this Agreement, or any Schedule hereto; charge Customer for all costs related to such suspending, disabling, and, if defaults are cured as required, re-enabling, together with the intervention or administration fees set forth in the Standards Manuals; and charge Customer for any equipment, equipment maintenance, software, software maintenance, information technology, network and/or other services HSS and/or its affiliates and subsidiaries, in their sole discretion, determine to provide Customer after complete termination and/or the imposition of any Interim Remedy (each, an “Information Technology Recapture Charge”). An Information Technology Recapture Charge may, at HSS’s and/or its affiliate’s or subsidiary’s sole option, take the form of one or more specific dollar amounts and/or of a percentage increase to any of the fees which are based on a percentage of any of Customer’s revenues under this Agreement, or any Schedule hereto (a “Percentage Fee”). If an Information Technology Recapture Charge consists of one or more specific dollar amounts, then Customer must pay each such amount immediately upon demand or as may be otherwise specified. If an Information Technology Recapture Charge consists of an increase to a Percentage Fee, Customer must pay the increased Percentage Fee when and as provided for the underlying applicable fee in each such agreement. Customer understands and agrees that such increases may be levied in any Percentage Fee notwithstanding any other provision of any such agreement.

(iii) Suspend and withhold performance of any one or more of its other obligations under this Agreement, or any Schedule hereto.

Customer shall not be entitled to any compensation, refund or reduction in charges by reason of the exercise of any Interim Remedy by HSS and/or its affiliates and subsidiaries.
Customer acknowledges and agrees that postponement of complete termination and/or the exercise of any Interim Remedy shall not constitute or result in actual or constructive termination or abandonment of this Agreement, or any Schedule hereto, or a waiver or release of any right to terminate in accordance with Section 5(a) above. Any one or more of the Interim Remedies may be exercised at any time and from time to time, in such order and for such periods as HSS and/or its affiliates and subsidiaries may determine.

If, after any Interim Remedy is imposed but before HSS exercises its reserved right to terminate this Agreement (as provided above), Customer completely cures to HSS’s satisfaction the subject default, then HSS may either elect to terminate this Agreement despite Customer’s untimely cure, or, at HSS’s sole option, elect not to terminate this Agreement; if the latter, HSS will withdraw the Interim Remedy on a going-forward basis.

(f) The remedies provided in this Section 5 are cumulative and in addition to all other rights and remedies available to HSS and/or its affiliates and subsidiaries by contract, at law or in equity, and no liability whatsoever shall accrue to any of them by reason of exercise of any such rights or remedies or the consequences thereof.

6. **Price Change, Delivery Expense, Taxes and Payment in U.S. Dollars.**

(a) All Authorized Equipment and Certified Third Party Software to be purchased, leased, or sublicensed is contingent upon availability, and the price is subject to change by the manufacturer, the licensor or the Preferred Retailer.

(b) Unless specified otherwise herein, Customer hereby assumes the expense of delivery and in-transit insurance for the Authorized Equipment.

(c) Unless otherwise provided in the Agreement, all fees, costs, charges and any other amounts payable by Customer to HSS or to any Preferred Retailer, Preferred Lessor or Preferred Services Provider pursuant to the terms of this Agreement shall be exclusive of any and all withholding, sales, use, property, excise, gross receipts, consumption, VAT and other similar country, federal, state, municipal or local taxes or duties, levies, fees and assessments of whatsoever nature (collectively, “Taxes”). Customer shall pay all Taxes resulting from this Agreement, including but not limited to, the provision of Authorized Equipment, the license or sublicense of Proprietary Software or Certified Third Party Software, or the provision of services. If Customer is required by any applicable law to make any deduction or withholding on account of Taxes or otherwise from any payment payable to HSS or any Preferred Retailer, Preferred Lessor or Preferred Services Provider under this Agreement, Customer shall, together with such payment, pay such additional amount as will ensure that HSS or any of such other entities receives a net amount (free from any deduction or withholding in respect of such additional amount itself) free and clear of any such Taxes or other deductions or withholdings and equal to the full amount which HSS or any such other entities would otherwise have received if no such Taxes or other deductions or withholdings had been required. HSS or the appropriate Preferred Retailer, Preferred Lessor or Preferred Services Provider may, where appropriate, provide an invoice to Customer for Taxes, deductions or withholdings that were deducted or withheld from any payment made to HSS or any other entities under this Agreement, which invoice Customer must promptly pay. Promptly after payment of Taxes, Customer shall forward the following to HSS: (1) copies of official receipts or other evidence reasonably satisfactory to HSS showing the full amount of Taxes and/or any other deduction or withholding that has been paid to the relevant tax authority; and (2) a statement in English (in a form HSS requires) listing the full amount of Taxes and/or any other deduction or withholding that has been paid in local currency and U.S. Dollars. Such tax receipts and statements should be sent to: Withholding Tax Coordinator, Corporate Tax Department, Hilton Domestic Operating Company Inc., 755 Crossover Lane, Memphis, TN 38117, or at such other address that HSS may designate to Customer.

(d) Unless otherwise specified by HSS in writing, Customer shall make all payments in United States dollars to HSS or any other entity designated by HSS.

7. **Precedence.** The terms and conditions of Customer’s use of the Information System shall be governed exclusively by this Agreement, notwithstanding the terms of any product order that may be submitted by Customer to HSS. In the event of any inconsistency between this Agreement and any product order or similar document submitted

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by or on behalf of Customer to HSS, or in the event of any additional terms contained in any such product order or
similar document submitted by or on behalf of Customer to HSS, the terms of this Agreement shall control, and any
additional or inconsistent terms contained in any such order or other document shall be deemed stricken from such
order unless specifically and expressly agreed to in writing by an authorized officer of HSS. To the extent of any
inconsistent terms and conditions between the Schedules attached hereto and these terms and conditions, the terms
and conditions of the attached Schedules shall control. In the event of any conflict between the terms of this
Agreement and the terms of the Brand Agreements (including the Standards and/or Operating Manual(s) (the
“Standards Manuals”), the terms of the Brand Agreements shall govern.

8. Software. HSS shall provide Customer with copies of certain Proprietary Software listed on Schedule A attached
hereto and, in HSS’s sole discretion, license or sublicense certain Certified Third Party Software described in this
Agreement (collectively, the “Software”) and install the Software on the Authorized Equipment on Schedule D.
Installation shall be deemed complete upon certification by the installer that the Software has been properly installed.
With respect to the Certified Third Party Software licensed or sublicensed hereunder, Customer’s rights shall be
governed by any terms and conditions attached to or specified on Schedule G and by any such third party software
vendor’s standard license agreement. Customer may be required to execute a separate license agreement directly
with one or more of such third party software vendors. With respect to the Microsoft software, Customer’s license shall
also be governed by the Microsoft Participation Agreement attached hereto as Schedule F. With respect to the
Proprietary Software licensed hereunder to Customer and with respect to any Certified Third Party Software licensed
or sublicensed hereunder, for which there is no standard or separate third party vendor software license agreement
attached to or specified herein, the terms of Customer’s software license (the “Software License”) shall be as follows:

(a) The Software License shall be personal, non-exclusive and non-transferable.

(b) The Proprietary Software and the Certified Third Party Software may be used by Customer solely on the
Authorized Equipment and solely for Customer’s own internal hotel operations relating to the management of
its hotel and/or resort and for its guest and ancillary services at Customer’s Site listed on page 1 hereof. Except for a
single program copy of Certified Third Party Software which may be maintained by Customer
solely for archival back-up purposes, Customer shall not reproduce the Proprietary Software, the Certified
Third Party Software or any related documentation. Customer shall not reverse assemble, reverse compile or
otherwise attempt to reverse engineer any of the Proprietary Software or any of the Certified Third Party
Software.

(c) Customer shall not permit any of the Proprietary Software or Certified Third Party Software to be accessed
by or used on any equipment other than the Authorized Equipment.

(d) Recognizing the confidential and proprietary nature of the Proprietary Software and the Certified Third
Party Software, Customer agrees to maintain such software in confidence and not to disclose any of such
software or related documentation to any third party nor permit such software and related documentation to be
used or accessed by anyone other than Customer’s employees. Customer shall not be provided machine
readable object code or source code.

(e) No legal or equitable title to or ownership of any of the Proprietary Software or any of the Certified Third
Party Software or any proprietary rights therein are transferred to Customer hereunder other than the limited
Software License specified herein.

(f) Unless otherwise specified in this Agreement, the initial term of the Software License granted to Customer
with respect to any of the Proprietary Software or the Certified Third Party Software shall be three (3) years
from the Effective Date of this Agreement. Thereafter, this Software License shall be automatically extended
by HSS for additional three (3) year terms, unless HSS notifies Customer to the contrary.

9. No Warranties/Limited Warranties.

(a) HSS MAKES NO WARRANTIES AS TO ANY CERTIFIED THIRD PARTY SOFTWARE, ANY
AUTHORIZED EQUIPMENT OR TO ANY SERVICES PROVIDED BY THE PREFERRED SERVICES
PROVIDERS. THE SOLE WARRANTIES PROVIDED TO CUSTOMER, IF ANY, WITH RESPECT TO THE CERTIFIED THIRD PARTY SOFTWARE, AUTHORIZED EQUIPMENT OR SERVICES PROVIDED BY THE PREFERRED SERVICES PROVIDERS ARE PROVIDED BY THE APPLICABLE THIRD PARTY VENDOR PURSUANT TO A WRITTEN WARRANTY, IF ANY, PROVIDED TO CUSTOMER BY SUCH THIRD PARTY VENDOR. IN THE EVENT CUSTOMER NOTIFIES HSS OF ANY CONDITION WHICH CUSTOMER BELIEVES CONSTITUTES A BREACH OF ANY WARRANTY PROVIDED BY A THIRD PARTY VENDOR, HSS SHALL, UPON CUSTOMER'S REQUEST, PROVIDE REASONABLE COOPERATION AND ASSISTANCE IN NOTIFYING SUCH THIRD PARTY VENDOR OF SUCH CONDITION AND IN URGING SUCH THIRD PARTY VENDOR TO CORRECT SUCH CONDITION.

(b) PROVIDED THAT CUSTOMER NEITHER ATTACHES NOR USES THIRD PARTY EQUIPMENT AND/OR INTERFACES WITH THE AUTHORIZED EQUIPMENT WHICH HAVE NOT BEEN CERTIFIED BY HSS AS MEETING HSS’s SPECIFICATIONS NOR INSTALLS OTHER THIRD PARTY SOFTWARE OR NON-HSS PROPRIETARY SOFTWARE ON THE EQUIPMENT, HSS REPRESENTS AND WARRANTS THAT THE AUTHORIZED EQUIPMENT LISTED ON SCHEDULE D WILL RUN THE PROPRIETARY SOFTWARE PURSUANT TO THE TERMS HEREOF. HSS’s OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY ERRORS, DEFECTS OR PROBLEMS CAUSED IN WHOLE OR IN PART BY (i) ANY MODIFICATIONS OR ENHANCEMENTS MADE TO ANY OF THE PROPRIETARY SOFTWARE OR THE CERTIFIED THIRD PARTY SOFTWARE BY CUSTOMER OR ANY THIRD PERSON OR ENTITY OTHER THAN HSS; (ii) ANY SOFTWARE PROGRAM, EQUIPMENT, Firmware, PERIPHERAL OR COMMUNICATION DEVICE USED IN CONNECTION WITH THE AUTHORIZED EQUIPMENT OR THE PROPRIETARY SOFTWARE WHICH WAS NOT APPROVED IN ADVANCE IN WRITING BY HSS; (iii) THE FAILURE OF CUSTOMER TO FOLLOW THE MOST CURRENT INSTRUCTIONS PROMULGATED BY HSS OR ANY THIRD PARTY VENDOR FROM TIME TO TIME WITH RESPECT TO THE PROPER USE OF THE INFORMATION SYSTEM; (iv) ANY DEFECT OR FAILURE TO OPERATE IN ACCORDANCE WITH MANUFACTURER’S, DISTRIBUTOR’S OR PUBLISHER’S SPECIFICATIONS THEREOF OF ANY AUTHORIZED EQUIPMENT OR CERTIFIED THIRD PARTY SOFTWARE; (v) THE FAILURE OF CUSTOMER TO SCHEDULE REGULAR PREVENTIVE MAINTENANCE IN ACCORDANCE WITH STANDARD HSS PROCEDURES; (vi) FORCES OR SUPPLIES EXTERNAL TO THE INFORMATION SYSTEM, INCLUDING WITHOUT LIMITATION THOSE REASONS SET FORTH IN THE FORCE MAJEURE SECTION BELOW; (vii) THE NEGLIGENCE OF CUSTOMER OR ANY OTHER THIRD PERSON OR ENTITY. ANY CORRECTIONS PERFORMED BY HSS FOR ANY SUCH ERRORS, DIFFICULTIES, OR DEFECTS SHALL BE FIXED, IN HSS’s SOLE DISCRETION, AT HSS’s THEN CURRENT TIME AND MATERIAL CHARGES. HSS SHALL BE UNDER NO OBLIGATION, HOWEVER, TO FIX ANY SUCH CUSTOMER OR EXTERNALLY CAUSED ERRORS, DEFECTS OR PROBLEMS.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 9, HSS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFICIENCY, SUITABILITY, CAPACITY, COMPLETEENSS, AVAILABILITY, COMPATIBILITY, OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. HSS DOES NOT WARRANT THAT THE INFORMATION SYSTEM OR THE SERVICES PROVIDED HEREUNDER WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE INFORMATION SYSTEM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WILL BE ACCURATE OR COMPLETE. HSS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF, THE INFORMATION SYSTEM IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY OF HSS AND THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER FOR ANY BREACH OF ANY WARRANTY FOR THE INFORMATION SYSTEM OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

10. Proprietary Rights Notices. Customer shall not remove or obscure any copyright, trademark or confidentiality notices or marks affixed to any Software.
11. **Infringement Claims.**

(a) HSS shall not be liable in connection with any claim of infringement of intellectual property rights, including, but not limited to, copyright, patent, trade secret, trademark, service marks, trade names, trade dress, logos, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws (collectively, “Intellectual Property Rights”) if Customer has modified any of the Proprietary Software or the Certified Third Party Software, combined any such software or related material with or into any other programs, data, devices, components or applications and such infringement would not have occurred without such modification or combination. Further, HSS shall have no liability hereunder if such liability arose or was incurred in whole or in part because of any access, use, copying, distribution, modification or other exploitation of the Information System beyond the scope permitted under this Agreement.

(b) Pursuant to Title 17, United States Code, Section 512(c)(2), if Customer receives notice of a claimed copyright infringement (or other Intellectual Property Right infringement), Customer shall promptly submit a notification (in accordance with Title 17, United States Code, Section 512(c)(3)) to the following Designated Agent (or any other individual hereinafter designated by HSS):

Service Provider(s): Hilton Domestic Operating Company Inc.
Name of Agent Designated to Receive Notification of Claimed Infringement: Scott Greenberg
Full Address of Designated Agent to Which Notification Should be Sent: Hilton Domestic Operating Company Inc., Legal Department, 755 Crossover Lane, Memphis, Tennessee 38117
Telephone Number of Designated Agent: (901) 374-5099
Email Address of Designated Agent: Scott.Greenberg@hilton.com with a carbon copy email to mrobertson@larkinhoffman.com.

If Customer has not received a notice of an Intellectual Property Right infringement but believes that Customer’s data or other files accessed, used, saved, stored or backed-up on the Information System infringes any Intellectual Property Rights, Customer shall promptly notify the Designated Agent listed above.

12. **Additional Services.** Any services provided by HSS to Customer at Customer’s request in addition to the services which HSS is obligated to perform pursuant to the express terms of Schedule A (the “Additional Services”) shall be billed to Customer by HSS at its standard rates then in effect or as otherwise agreed in writing by HSS and Customer and shall be due and payable by Customer within fifteen (15) days from the date of invoice.

13. **Limitations of Liability and Exclusions of Damages.**

(a) THE REMEDIES EXPRESSLY PROVIDED IN THIS AGREEMENT CONSTITUTE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL HSS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF DATA OR INFORMATION OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT HSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL HSS’S LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO HSS UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THAT THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY FIRST ACCRUES.

(b) CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE INFORMATION SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE USE, SAVING, STORING OR BACKUP OF CUSTOMER’S DATA AND OTHER FILES RELATING TO CUSTOMER’S OPERATION, AND/OR CERTAIN OTHER CUSTOMER DATA AND FILES AS MAY BE UTILIZED ON THE INFORMATION SYSTEM IS NOT WITHOUT RISK AS TO LIMITATIONS, FAILURE AND/OR INTERRUPTION. FOR INSTANCE, THERE COULD BE A FAILURE OR INTERRUPTION OF CUSTOMER’S ACCESS TO OR ANY USE OF THE INFORMATION SYSTEM FOR AN INDETERMINATE PERIOD OF TIME DEPENDING UPON THE NATURE AND SEVERITY OF THE EVENT
CAUSING THE FAILURE OR INTERRUPTION. HSS IS NOT RESPONSIBLE FOR INCORRECT OR
INACCURATE ENTRY INFORMATION, OR DESTROYED, IMPAIRED OR LOST DATA, WHETHER
CAUSED BY CUSTOMER OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR
UTILIZED IN THE INFORMATION SYSTEM OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY
OCCUR IN THE PROCESSING OF ANY INFORMATION RELATED TO THE INFORMATION SYSTEM.
CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER HSS NOR ANY SUCH THIRD
PARTY PROVIDER SHALL BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY DELAYS,
FAILURES, OR INTERRUPTIONS IN THE ACCESS TO OR ANY USE OF THE INFORMATION SYSTEM
DUE TO, BUT NOT LIMITED TO, THE REASONS SET FORTH IN THE FORCE MAJEURE SECTION
BELOW.

(c) HSS RESERVES THE RIGHT FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, CUSTOMER’S
FAILURE TO COMPLY WITH THE INFORMATION SYSTEM’S USE REGULATIONS, RULES AND
POLICIES, TO TEMPORARILY BAR ACCESS OF CUSTOMER TO THE INFORMATION SYSTEM AND/OR
TO TEMPORARILY OR PERMANENTLY REMOVE ANY OR ALL DATA OR OTHER FILES. IF HSS OR THE
THIRD PARTY PROVIDER HEREUNDER DETERMINES or receives notice THAT CUSTOMER’S NETWORK
CONNECTION, SOFTWARE, EQUIPMENT OR FILES MAY INFECT THE INFORMATION SYSTEM WITH A
VIRUS, THAT INTERNET ACCESS BY THE CUSTOMER OR CUSTOMER’S ACCESS TO OR USE OF THE
INFORMATION SYSTEM IS IN VIOLATION OF THE APPLICABLE ACCEPTABLE USE POLICY
GOVERNING USE OF the INTERNET SERVICE PROVIDER’S SERVICES (“aUP”), THE DIGITAL
MILLENNIUM COPYRIGHT ACT (THE “dmca”) OR OTHER GOVERNMENTAL LAW OR REGULATION OR
THAT CUSTOMER’S NETWORK CONNECTION, SOFTWARE, EQUIPMENT OR FILES MAY CAUSE HARM
TO or disrupt the INFORMATION SYSTEM. HSS AND THE THIRD PARTY PROVIDER SHALL NOT BE
LIABLE FOR ANY INCONVENIENCE OR DISRUPTION TO THE CUSTOMER CAUSED BY SUCH
MEASURES.

(d) ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. §§ 2701–2711): HSS MAKES NO
GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY DATA OR OTHER FILES TRANSMITTED ON
OR THROUGH THE INFORMATION SYSTEM. HSS WILL NOT BE LIABLE FOR THE PRIVACY OF ANY
DATA OR OTHER FILES TRANSMITTED ON OR THROUGH THE INFORMATION SYSTEM.

(e) HSS MAY INFORM GOVERNMENTAL AUTHORITIES OR INTERESTED THIRD PARTIES IF HSS
SUSPECTS, BELIEVES OR RECEIVES NOTICE THAT CUSTOMER’S DATA OR OTHER FILES CONTAIN
LEGALLY PROHIBITED INFORMATION OR ARE BEING USED FOR ILLEGAL PURPOSES. CUSTOMER
ACKNOWLEDGES THAT HSS OR THE THIRD PARTY PROVIDER MAY MONITOR AND REVIEW STORED
DATA AND OTHER FILES WITHOUT RESTRICTION AND CUSTOMER HEREBY ACKNOWLEDGES AND
CONSENTS TO SUCH MONITORING. CUSTOMER ALSO ACKNOWLEDGES THAT HSS OR THE THIRD
PARTY PROVIDER MAY NEED TO RELEASE CUSTOMER’S DATA OR OTHER FILES WHEN HSS OR
THE THIRD PARTY PROVIDER BELIEVES IT MUST DO SO IN ORDER TO COMPLY WITH A LAW,
SUBPOENA, WARRANT, ORDER OR REGULATION ARISING FROM LITIGANTS, LAW ENFORCEMENT,
COURTS AND OTHER GOVERNMENTAL AGENCIES. NEITHER HSS NOR THE THIRD PARTY
PROVIDER SHALL BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY SUCH ACTIONS TAKEN BY
HSS OR THE THIRD PARTY PROVIDER.

14. Limitations on Actions. No action, regardless of form, arising out of the transactions under this Agreement, other
than an action for nonpayment, or for billing errors may be brought by either party hereto more than one (1) year after
the cause of action has occurred.

15. Third Party Claims. The Released Parties, as defined in Section 16, shall have no liability to third parties for
any claims, losses or damages of any type whatsoever arising out of or in any way related to the access to or any use
of the Information System, or, without limitation, any of the other products or services provided under this Agreement
or the Schedules attached hereto. Customer shall be responsible for, and Customer agrees to indemnify the Released
Parties and hold them harmless from and with respect to, any loss or damage (including without limitation attorneys’
fees, costs and expenses) which arise out of Customer’s access to or any use of the Information System or any of the

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other products or services provided under this Agreement or the Schedules attached hereto, including, but not limited to, infringement of any Intellectual Property Rights.

16. **Estoppel and Release.** Customer hereby (i) certifies to HSS and its subsidiaries and affiliates that this Agreement, the Master Agreements and all other agreements relating to Customer’s Site listed on page 1, (collectively, the “Agreements”) are each in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver or estoppel (collectively, a “Claim”), or condition that could with the passage of time, giving of notice or otherwise become a Claim, currently exists or has existed against HSS or its subsidiaries or affiliates under the Agreements; (ii) fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless HSS and its subsidiaries and affiliates and each of their respective former and present owners, and each of such entities’ officers, employees, directors, shareholders, alter egos, affiliates, partners, representatives, agents, attorneys, successors and assigns (collectively, the “Released Parties”), from any and all Claims, demands, liens, actions, suits, causes of action, obligations, controversies, debts, costs, attorneys’ fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events, or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain, or relate in any way to the Agreements (the “Released Claims”). Customer acknowledges that there is a possibility that subsequent to the execution of this Agreement, Customer will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Customer at that time may have materially affected Customer’s decision to execute this Agreement. Customer hereby acknowledges and agrees that by reason of this Agreement and the release contained in this Agreement, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Customer has been advised of the existence of Section 1542 of the California Civil Code (“Section 1542”), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provision, this release shall constitute a full release in accordance with its terms. Customer knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law, or rule of similar effect (or in any state having similar statutes governing releases). In connection with such waiver and relinquishment, Customer hereby acknowledges it is aware that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true with respect to the matters released herein. Nevertheless, it is the intention of Customer, through this Agreement, and with the advice of its counsel, to fully and finally settle and release all such matters, and all claims relative thereto, which do now exist or have existed between and among the parties hereto. Customer hereby acknowledges that it has been advised of the existence of Section 1542 of the California Civil Code (“Section 1542”), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

17. **Entire Agreement/Prior Agreements.** This Agreement and the Schedules attached hereto constitute the entire understanding and agreement between Customer and HSS with respect to the transactions contemplated herein and, except for the Brand Agreements as noted in Section 7, supersede any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter hereunder. There being no expectations to the contrary between the parties hereto, no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner any express terms of this Agreement or the Schedules attached hereto. Neither this Agreement nor the Schedules attached hereto shall be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of HSS and by an authorized representative of Customer. Without limiting the generality of the foregoing, this Agreement supersedes and terminates any prior or existing HMS, HPMS1, HPMS2, System 21® and Hilton Information Technology System Agreements. Nothing in this Section 17 disclaims any representation made in the Franchise Disclosure Document provided to the Customer. The Customer and the person signing this Agreement on behalf of the Customer have the full legal power, authority and legal right to enter into, perform and observe this Agreement. This Agreement constitutes a legal, valid and binding obligation of Customer.
18. **Cumulative Remedies.** No remedy available to HSS hereunder or relating hereto shall be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No waiver of any provision of this Agreement or any Schedule attached hereto or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

19. **Force Majeure.** Neither HSS, the Preferred Retailer, the Preferred Lessor nor the Preferred Services Provider shall be responsible for delays or failures in performance hereunder resulting from any act of God, fire, flood, lightning strikes, tornadoes, earthquakes or other disasters, riots, civil commotion, terrorism, acts of war, labor disputes, strikes, lockouts, epidemics, governmental regulations imposed after the fact, network failure, communication line, power, air conditioning or humidity control failures, or any other occurrence beyond their reasonable control.

20. **Severability.** If any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement and the Schedules attached hereto which provide for a limitation of liability, disclaimer of warranties, or exclusion or limitation of damages or other remedies is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages or other remedies set forth herein shall remain in effect.

21. **No Joint Venture.** Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between HSS and Customer. Neither party is, by virtue of this Agreement, authorized as an agent or legal representative of the other.

22. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns permitted hereunder. Customer understands and acknowledges that HSS anticipates that it may arrange for one or more third parties to provide certain services which HSS is obligated to provide to Customer hereunder. Customer further expressly agrees that HSS may assign or transfer this Agreement and/or any of its rights and duties hereunder to any parent, subsidiary or affiliated entity or any entity which acquires all or substantially all of HSS's operating assets, or into which HSS is merged or reorganized pursuant to any plan of merger or reorganization. Customer shall not have the right or power to assign or transfer this Agreement or any interest herein without HSS's prior written consent, which consent may be withheld in the sole and absolute exercise of HSS's discretion.

23. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall constitute one and the same instrument.

24. **Applicable Law, Consent to Jurisdiction, Equitable Relief and Waiver of Jury Trial.** This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the State of New York, except for Section 16 which shall be governed by California Law. This Agreement will be enforced in accordance with the following:

The parties to this Agreement agree that any claim, suit, action or proceeding, brought by either party, arising out of or relating to this Agreement or the relationships created hereby, any breach of this Agreement, and any and all disputes between HSS and Customer, whether sounding in contract, tort or otherwise, shall be submitted for adjudication exclusively in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes Fairfax County, Virginia. Each party: (i) waives any objection which it may have that such court is not a convenient forum for any such adjudication; (ii) agrees and consents to the personal jurisdiction of such court; and (iii) agrees that process issued out of such court or in accordance with the rules of practice of such court shall be properly served if served personally or served by certified mail or other form of substituted service as provided under the rules of practice of such court.
The parties hereto acknowledge and agree that any party’s remedy at law for any breach or threatened breach of this Agreement which relates to requiring that the breaching party take any action or refrain from taking any action would be inadequate and such breach or threatened breach shall be per se deemed as causing irreparable harm to such party. Therefore, in the event of such breach or threatened breach, the parties hereto agree that in addition to any available remedy at law, including but not limited to monetary damages, an aggrieved party shall be entitled to obtain equitable relief in the form of specific enforcement, temporary restraining order, temporary or permanent injunction, or any other equitable remedy that may then be available to the aggrieved party.

Should venue be rejected by the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or a court of competent jurisdiction in Fairfax County, Virginia, then any litigation arising out of or related to this Agreement or the relationships created hereby, any breach of this Agreement, and any and all disputes between HSS and Customer, whether sounding in contract, tort, or otherwise, will instead be submitted to and resolved exclusively by a court of competent jurisdiction located in the City and State of New York, New York. Customer agrees and consents to such personal jurisdiction and venue in this substitute jurisdiction and waives and agrees never to assert, move or otherwise claim that this substitute venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including asserting any claim under the judicial doctrine of forum non conveniens).

TO THE EXTENT EITHER PARTY INITIATES LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THEM (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY. THIS WAIVER WILL APPLY TO ALL CAUSES OF ACTION THAT ARE OR MIGHT BE INCLUDED IN SUCH ACTION, INCLUDING CLAIMS RELATED TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR SIMILAR CAUSES OF ACTION, AND IN CONNECTION WITH ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES BETWEEN OR AMONG HSS AND CUSTOMER OR BETWEEN OR AMONG ANY OF THEIR OWNERS, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS.

25. **Attorneys’ Fees.** In the event of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, the prevailing party thereunder shall be entitled to recover reasonable attorneys’ and paralegals’ fees (for negotiations, trials, appeals and collection efforts) and court costs incurred in connection therewith in addition to any other relief to which such party may be entitled. The prevailing party shall be the party that prevails on its claim whether or not an award or judgment is entered in its favor.

26. **No Reproduction.** Customer acknowledges that the Proprietary Software (excluding any third party software used in operating the Information System) comprising the Information System is subject to certain Intellectual Property Rights owned or held by HSS and/or its affiliates or subsidiaries and that the information contained therein is proprietary to HSS and/or its affiliates or subsidiaries. Customer agrees not to reproduce, nor duplicate, nor reuse, in whole or in part, any Software, documentation or materials comprising the Information System in any manner (whether directly or in creating a new use or otherwise) without the prior written consent of HSS. This prohibition against reproduction also applies to the duplication and/or transmission of any related materials supplied by HSS.

27. **Confidentiality.**

(a) Customer shall maintain the confidential nature of the information contained in the materials which are provided for its use at the Customer’s Site (the “Site”) also referred to herein as Customer’s Hotel (the “Hotel”) under this Agreement and the Schedules attached hereto. Customer agrees not to provide or otherwise make available the Software or documentation comprising the Information System to any person or entity other than Customer’s employees at the Site without prior written consent of HSS. Customer further agrees to take all reasonable steps and precautions necessary to protect the Information System or any of the software or information contained therein from unauthorized use or disclosure by its agents, employees, or other third parties.
(b) Customer hereby represents and warrants that it will not share with nor enter into any agreement or understanding with any competitors including any other Hilton hotel (other than a Hilton hotel owned by the same owner) to share or exchange information concerning prices, bids, or terms or conditions of sale.

(c) Customer further agrees that it shall maintain the confidential nature of the information contained in the Proprietary Software and the Certified Third Party Software and related materials together with all of the information HSS and/or its affiliates and subsidiaries may obtain from Customer or about Customer or about the Customer’s Site or its guests under this Agreement, or under any agreement ancillary to this Agreement, or otherwise related to this Agreement and agrees that such information is HSS’s and/or its affiliates’ and subsidiaries’ proprietary and confidential information. All revenues related thereto will be HSS’s and/or its affiliates’ and subsidiaries’ property. However, Customer may at any time during or after the term of this Agreement use to the extent lawful and at its sole risk and responsibility any information that Customer acquires from third parties in operating Customer’s Site, such as guest data. The information will become HSS’s and/or its affiliates’ and subsidiaries’ confidential and proprietary information which HSS and/or its affiliates and subsidiaries may use for any reason as it deems necessary or appropriate, in its sole discretion. Customer agrees not to provide or otherwise make available any of the information to any person or entity other than Customer’s employees at Customer’s Site.

28. Surviving Obligations. All representations, promises, warranties, and obligations of Customer shall survive the termination of this Agreement. In the event that Customer makes improper use of the rights granted herein, the parties agree that HSS and/or its affiliates and subsidiaries would suffer irreparable damage and HSS shall have the right to obtain an injunction to prevent such misuses and to protect its rights in the Information System, including, but not limited to, the Software and the documentation or information contained therein or any use thereof. Such right to injunctive relief shall be cumulative and in addition to any other right or remedy at law to which HSS may be entitled. In the event HSS shall employ legal counsel to enforce its rights hereunder, HSS shall be entitled, in addition to any other damages, to recover reasonable attorneys’ fees and costs.
Software Item:
Proprietary Software

OnQ® Interface Software: %Sys21InterfaceSW%
Call Accounting %CallAccounting%
PBX %PBX%
Voice Messaging %VoiceMail%
Point Of Sale %POS%
Movie Only Billing %MovieSystem%
TV Services (Express Checkout, Movies, etc.) %VideoCheckOut%
Mini-Bar Posting %MiniBarPosting%
Credit Card Authorization & Settlement %CreditCard%
Guest Internet Access %INetCallAccounting%
PPIC %PPIC%
Electronic Key %ElectronicKey%
Energy Management %EnergyMgmt%
Parking Interface %Parking%

“X” – Denotes requested interfaces

Documentation Item:

Implementation
Site Survey Recap
OnQ® Proposal
OnQ® Implementation Guide
OnQ® Installation Guide

Training Manuals
Pre-Conversion Training Material
Proprietary Software CBT
Proprietary Software On-line Coach

Training Item:

As described below, Customer’s personnel must demonstrate an acceptable level of proficiency in the operation of the Information System before Customer will be permitted to implement or use the Information System. These are summaries of some current requirements; however, more exact requirements may be set forth in the applicable Brand and/or Standards Manual(s) and subject to change by HSS from time to time as set forth in the License Agreement and such Manuals.

Information System Planning Workshop

In order to assist Customer with acquiring necessary planning information regarding implementation of the Information System, HSS periodically conducts implementation training either by telephone or during sessions conducted in Memphis. This implementation training is designed to equip the Hotel’s personnel with the skills necessary to operate, train employees and plan for implementation of the Information System. Customer’s general manager (or HSS approved designee) is required to participate in this training along with other management staff (designated by HSS) to begin execution of the plan for implementation of the Information System.

Hotel Employee Training
The Information System currently contains a complete self-paced computer based training (“CBT”) function which each employee of the Hotel will use to become proficient in the Information System’s functionality. The management of the Hotel is responsible for ensuring that all employees who have responsibilities related to the front desk will be certified in the appropriate CBT modules prior to the implementation of the Information System, or within ten (10) days of employment, as the case may be.

Proficiency to be Demonstrated

Customer’s General Manager (“GM”) shall be certified in the Information System’s operations procedures, or a new GM shall become certified within sixty (60) days of assuming the general manager’s position, as the case may be. All Hotel staff must successfully complete certification training as a prerequisite to receiving permission from HSS’s installation team to complete the implementation of the Information System. A minimum passing score for the General Manager or General Manager designee (for hotels over 300 rooms) is eighty percent (80%) with eighty percent (80%) for the combined average of the management team and eighty percent (80%) for the combined average of the team members who are principal users of the Information System.

Installation Services Item:

HSS May Use Third Party Designee to Provide Services Hereunder

From time to time during the term of the Agreement, HSS may elect to enter into a business relationship with one or more third party vendors to provide some or all of the goods and services to be delivered to Customer under the provisions of the Agreement. Such services may include, but not be limited to, the procurement and configuration of the Authorized Equipment and Certified Third Party Software, the installation of same at the Hotel, and the maintenance of the Authorized Equipment and Certified Third Party Software at the Hotel on an ongoing basis following installation. Customer agrees to pay invoices rendered by the third party vendors in accordance with the terms thereof as if they were rendered directly by HSS, and if Customer fails to do so, it shall be considered a default hereunder. At the present time, HSS has entered into an agreement in such capacity to use the Preferred Retailer, Preferred Lessor and/or the Preferred Services Provider whose joinder(s) is (are) attached to the Agreement and made a part hereof.

Implementation:

As set forth in this Schedule A below, HSS (or its designee) will provide certain services for Customer’s Authorized Equipment listed on Schedule D and related Certified Third Party Software. These are summaries of some current requirements; however, more exact requirements may be set forth in the applicable Brand and/or Standards Manual(s) and are subject to change by HSS or HWI or their affiliate or subsidiary from time to time as set forth in the License Agreement and such Manuals.

HSS will provide the services (the “On-Site Services”) of Systems Implementation consultants. The number of consultants is to be determined by HSS based upon size and type of the Hotel. The number of consultants on-site at the Hotel and the person-days on-site for these consultants are listed on Schedule B – Cost of the Installation Services. The number of days will be determined by HSS in its sole discretion. These consultants will:

(i) work with the Hotel, which is responsible for the cost of building the Hotel’s database, including the verification of the proper functioning of the Software, installation, conversion, implementation, data conversion or recovery;
(ii) provide procedural support for the property management system to the Hotel’s management;
(iii) work with the Hotel’s management to adapt their use of the Information System to meet the Hotel’s requirements;
(iv) support the Hotel’s staff in their use of the Information System through the Hotel’s management;
(v) work with the Hotel’s management to assure that the Hotel has all necessary tools for the implementation of the Information System (i.e., Authorized Equipment, Certified Third Party Software, documentation, etc.);
(vi) install or approve the installation of equipment to meet the requirements of the Hotel, HSS and the manufacturer of the Authorized Equipment;
(vii) work with third party vendors to meet the technical criteria for interface communications; i.e., central reservations, call accounting, energy management, pay movies, guest internet access, etc.;
(viii) administer a trial run of the Information System to verify that the front desk staff and audit staff have been trained properly (the minimum passing score for the General Manager or General Manager designee (if applicable) is 80%, and 80% for the combined average of the management group and primary employee user group);
(ix) verify that all front desk staff and Hotel’s management have successfully completed the Information System Guided Tour & Training;
(x) identify and address operational problems that involve the Information System; and
(xi) formulate and present recommendations that maximize efficient use of the Information System.

Installation

Whether Customer elects to purchase the Authorized Equipment listed on Schedule D from the Preferred Retailer or lease such Authorized Equipment from the Preferred Lessor, HSS (or its designee as the case may be) will coordinate the installation of such Authorized Equipment at the Hotel.

(i) Customer or HSS, in HSS’s discretion, will obtain and maintain throughout the term hereof, at Customer’s cost, the necessary communication vehicles (e.g., two dedicated telephone lines, one for direct communication between HSS and the Hotel for the purpose of dialing up Customer’s Authorized Equipment to diagnose Information System problems and the other to diagnose wide area network trouble), together with such other equipment as is reasonably necessary for the operation of the Authorized Equipment, including without limitation, network access including wide area network connections to the Central Reservation System and Internet via frame relay and/or dial-up connections, routers, and CSU/DSU equipment. Customer shall maintain for the term of this Agreement, all necessary communication links, including a modem and dial-up telephone line and a facsimile machine or other electronic communications capability mutually acceptable to Customer and HSS.

(ii) Customer shall make available, at its own expense, prior to the agreed upon installation date a location that, in HSS’s opinion, is suitable for installation of such Authorized Equipment. Customer shall furnish any electrical connections and dedicated phone lines which may be required by HSS and shall perform and pay for all work, including alterations, which in the sole discretion of HSS is necessary to prepare the Hotel for the installation and proper operation of the Authorized Equipment.

(iii) Any delay in shipment and installation of such Authorized Equipment or Certified Third Party Software, including delays by communications vendors, Preferred Retailers, Preferred Lessors, Preferred Services Providers or any other retailers or lessors, will, for the duration of such delay, excuse any failure of HSS to install the Authorized Equipment on or before the agreed upon installation date. However, HSS shall use commercially reasonable efforts to require such approved vendors to comply with their service level agreements as to installation and shipment timing for Customer’s installation, in accordance with such approved vendor agreements.

(iv) If Customer elects to purchase such Authorized Equipment from another retailer or lessor, it shall be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS’s (or its designee’s) determination that it conforms to HSS’s specifications and testing procedures and can be configured with the Software.

Software Installation

If Customer purchases the Authorized Equipment listed on Schedule D from HSS or the Preferred Retailer, the Preferred Retailer or HSS will install the Software and any related software as described in this Agreement on the Authorized Equipment and HSS (or its designees) will complete the installation at the Hotel, as applicable, on the agreed upon installation date. If Customer does not purchase such Authorized Equipment from the Preferred Retailer, HSS or its designee will install the Software and any related software at such time as HSS designates in writing to Customer. The Software may be installed in phases such that one or more Software Modules may be installed and/or operational prior to other Software Modules. The Software Modules to be installed shall be as set out above and in this Agreement, and Customer hereby agrees to permit the Preferred Retailer or HSS (or their designees) to install any and all other Software Modules on the Authorized Equipment in or at the Hotel, as provided for herein.

If Customer purchases such Authorized Equipment from a retailer other than the Preferred Retailer, Customer shall pay for configuring the Authorized Equipment purchased from such retailer, with the Software. The additional cost for such configuration shall be as shown on Schedule B. Customer shall also be responsible for shipping and shipping related costs to and from HSS or its designee for such configuration.
Cost of On-Site Services/Travel Expenses

The cost of all On-Site Services (including the cost of the Systems Implementation Consultants) are shown on Schedule B. In addition to paying the cost of all On-Site Services, Customer shall reimburse HSS for any travel expenses incurred by HSS (or its designee), including without limitation, those shown on Schedule B.

Third Party Interface Testing and Connectivity

If Customer requires the implementation of any OnQ® Interface software for connectivity to third party systems, Customer shall be responsible for any fees assessed by the third party vendors to test and implement the necessary connectivity. In addition, Customer will be required to make arrangements with any such third party vendor to provide the necessary assistance required to test and to implement the interface connectivity. This assistance requires the vendor to be on-site at the time of testing and implementation, unless the third party vendor can perform all necessary tasks (as defined by HSS) through a remote connection to the Customer’s third party system.
**SCHEDULE B**  
**SYSTEM COST AND PAYMENT TERMS**

**Cost of the Software License Fees**

Customer shall pay HSS, Preferred Retailer, Preferred Services Provider or another retailer approved by HSS, a fee for the license of each copy of the Proprietary Software and the Certified Third Party Software, licensed or sublicensed to Customer by third parties or installed on the Authorized Equipment listed on Schedule D at the Hotel (the “License Fee”). The License Fee may be prorated to reflect the installation of some, but not all of the Proprietary Software Modules; however, Customer agrees to pay for the License Fees according to the schedule set forth below.

<table>
<thead>
<tr>
<th>Proprietary OnQ® Software License</th>
<th>$%System21SWFee%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proprietary OnQ® Interface Software Licenses</td>
<td>$%System21LicenseFee%</td>
</tr>
<tr>
<td>OnQ® Virus and CAL Licenses</td>
<td>$%System21VirusSW%</td>
</tr>
</tbody>
</table>

If additional Hotel guest rooms (or suites) are added or constructed by Customer for Customer's Hotel at any time after the Effective Date of the Agreement, Customer will pay the cost of additional License Fees based upon the increase in such rooms. Currently, the cost of the License Fees per additional room is $120.00.

**Cost of the Authorized Equipment, Certified Third Party Software and Other Fees**

The cost of the Authorized Equipment, Certified Third Party Software and other fees are shown below. The costs will be invoiced to Customer by HSS or by the Preferred Retailer.

<table>
<thead>
<tr>
<th>Authorized Equipment (as described in Schedule D) and Certified Third Party Software (as listed in Schedule D and described in Schedule G, as applicable)</th>
<th>$%System21HWFee%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Upgrade Fee</td>
<td>$%StandardUpgradeFee%</td>
</tr>
<tr>
<td>Standard Plus Software License Fees</td>
<td>$%StandardPlusSoftwareFee%</td>
</tr>
</tbody>
</table>

*Note: The cost to configure equipment obtained by Customer from a non-preferred retailer, to be included here, when applicable.

**Cost of Training and Training Manual**

The cost of the Training is shown below. This cost will be invoiced to Customer by HSS or the Preferred Services Provider at the same time as it renders its invoice to Customer for the License Fees. Additional costs for training replacement general managers or other hotel personnel will be invoiced to Customer prior to such training dates.

Customer will be responsible for charges incurred for use of Virtual Private Network (“VPN”) to access the OnQ® training hotel. These costs include fees from HSS’s current VPN access provider, for up to 5,000 minutes of network access as well as HSS internal costs for configuration services. VPN access will be terminated for each property at the time of hotel opening or live utilization of the Information System.

<table>
<thead>
<tr>
<th>Training System Access Fee</th>
<th>$%TrainSysAccessFee%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information System Planning Workshop</td>
<td>$%System21PlanningWS%</td>
</tr>
<tr>
<td>Sales Skills Training: For the Hampton and Homewood brands (N/A for other brands), attendance is required by general manager, assistant general manager, or full-time sales manager within ninety (90) days of employment. $%SalesTrainingFee%</td>
<td></td>
</tr>
</tbody>
</table>
General Manager Leadership Program: For ES/HH/HIS/HW/DT/DC (N/A for other brands): $\%GMTrainingFee\%$

Pre-Opening Materials For ES/HH/HIS/HW/DT/DC (N/A for other brands): $\%PreOpeningFee\%$

Cost of the Installation Services

The cost of the Services (including the cost of the Systems Implementation Specialists but excluding the cost of any services described in any other schedules) is shown below. This cost will be invoiced to Customer by HSS or the Preferred Services Provider at the same time as it renders its invoice to Customer for the Proprietary Software.

Preferred Service Provider Fee: (Training Room Network Installation, as applicable) $\%ServicesPreferred\%$

( Includes travel expenses)

Project Management, Contracting and Sales fee (“PMCS Fee”) $\%ServicesPMCS\%$

Site Survey (includes travel expenses) $\%HHCSiteSurvey\%$

Installation Support Fee $\%InstallSupport\%$

Implementation on-site services: (inclusive of travel for US and PR - Travel expenses to be billed at actual per guidelines below for others) $\%ImplementationFee\%$

Delphi Project Management Fee $\%DELPHIPM\%$

Delphi Implementation Fee $\%DELPHIIMP\%$

Executive Briefing and Change Management $\%DevRecovery\%$

Email Setup Fee: $\%Email\%$

Hi Tech Fee: $\%HiTechFee1\%$

Firewall Equipment and Configuration and/or Converged Network Install $\%Firewall\%$

IT Opening Project Manager $\%INTLITOPENPM\%$

Digital Floor Plan Billing Management $\%DigitalFloorSetup\%$

Salesforce Community License $\%SALESFORCE\%$

Cost of Travel Expenses/Per Diem/Rescheduling

Customer shall pay for or promptly reimburse any out-of-pocket travel expenses actually incurred by HSS or any vendor hereunder (or their designees), including without limitation:

  - round-trip airfare (due to frequent scheduling changes, HSS is often unable to book airline tickets more than one week in advance of travel);
  - single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized);
  - meals;
  - ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during HSS’s representatives’ stay at the Hotel);
  - tips;
taxes; and

miscellaneous expenses (including phone, internet, laundry, etc.).

Promptly following HSS’s providing of the Services, an invoice will be submitted to Customer for HSS’s representatives’ out-of-pocket expenses, any additional per diem charges for its representatives (as described in the Notes below), any re-scheduling fee, and any additional travel expenses as set forth above, which invoice shall be payable within fifteen days of Customer’s receipt of same.

TOTAL PRICE $\%TotalPrice\%

*TOTAL PRICE EXCLUDES TAXES, SHIPPING & ANY MONTHLY FEE ITEMS NOTED HEREIN

Notes: HSS requires that its representatives be on-site for the Hotel’s implementation of the Information System. Once HSS’s representatives are on-site, any delays in the Hotel’s implementation will result in additional expense to Customer. If HSS’s representatives stay at the Hotel beyond the number of person-days to be provided as set forth above, whether on account of a delayed opening caused by Hotel or at Customer’s request, Customer will be required to pay HSS (or its designee) currently $700 per representative per day for each such additional day, plus such representatives’ additional travel expenses. If a delay in implementation of the Information System caused solely by the Hotel necessitates the departure and re-scheduling of HSS’s representatives, in addition to the fee set forth above, Customer will be required to pay a re-scheduling fee, currently $2000.00, plus such representatives’ additional travel expenses. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of HSS’s representatives.

If Customer attaches or uses third party equipment and/or interfaces with the Authorized Equipment listed on Schedule D which have not been certified or approved by HSS as meeting HSS’s specifications or installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS’s specifications on the equipment, the Information System may need to be reconfigured, and the entire cost of the reconfiguration shall be borne by Customer.

Promptly following HSS’s providing of the Services, if applicable, due to implementation delays or requested incremental days on-site, an invoice will be submitted to Customer for HSS’s representatives’ out-of-pocket expenses, any additional per diem charges for its representatives, any re-scheduling fee, and any additional travel expenses as set forth above, which invoice shall be payable within fifteen days of Customer’s receipt of same.

Notes: All fees indicated are exclusive of applicable taxes (see Agreement section entitled “Taxes”). Unless otherwise specified by HSS in writing, Customer shall make all payments in United States dollars to HSS or any other party designated by HSS in its sole discretion.

Customer shall pay according to the terms of any invoice(s) submitted to Customer, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment.

Customer shall purchase and replace, from any source, paper, ribbons and such other operating supplies as shall be required for the operation of the Authorized Equipment.
1. **General.** HSS shall provide Customer with maintenance and support for a term of one (1) year (with annual renewals at the option of HSS) commencing upon execution hereof, for the Proprietary Software, specifically excluding any maintenance and support of any Certified Third Party Software (as described in the Agreement section designated “Software”).

2. **Certified Third Party Software Only.** Customer understands that the use of any software other than that provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department (collectively “Certified Software”), is not warranted for use on the Authorized Equipment, as set forth in Schedule D. In the event Customer uses or installs any third party software other than Certified Software on the Authorized Equipment or uses equipment that is not Authorized Equipment, HSS shall have no further obligations to provide any software maintenance services to Customer hereunder.

3. **Software Maintenance.**
   
   (a) Customer acknowledges and understands that HSS is unable to modify the Certified Third Party Software. With respect to the Certified Third Party Software, HSS does not provide support. In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a third party vendor or a defect in Certified Third Party Software, HSS shall, upon Customer’s request, provide reasonable cooperation and assistance in notifying such third party vendor of such condition and in urging such third party vendor to correct such condition.
   
   (b) With respect to the Proprietary Software, provided Customer has paid all software maintenance and other fees and satisfied all other obligations under this Agreement and under the License Agreement with HDOC or its affiliate or subsidiary, HSS shall supply Customer with access to any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS as options or new releases. Such enhancements, improvements, updates, additions, and/or modifications which are supplied by HSS to Customer, and all Intellectual Property Rights therein, shall be HSS’s sole and exclusive property and shall be deemed part of the Proprietary Software hereunder and shall be subject to all of the terms and conditions of the Agreement. Customer acknowledges and agrees that Customer may be required to purchase some enhancements, improvements, updates, and/or modifications to the Proprietary Software which Customer will be charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

4. **Cooperation.** Customer shall provide HSS with all information, data and other required materials necessary for HSS to reproduce any problem identified by Customer. Customer shall maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate HSS’s ability to perform its maintenance services remotely.

5. **Expenses.** If service personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing the maintenance services hereunder, Customer shall pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses. Customer shall also pay for all telephone toll charges incurred in providing maintenance and support hereunder.

6. **Exclusions.** HSS’s obligations hereunder shall not apply to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software or Certified Third Party Software by Customer or any third person or entity other than HSS; (ii) any software program, hardware, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) forces or supplies external to the Authorized Equipment, including, without limitation, the reasons set forth in the Force Majeure section of the Agreement.
HITS Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects shall be fixed, in HSS’s sole discretion, at HSS’s then current time and material charges. HSS shall be under no obligation, however, to fix any such Customer or externally caused errors, defects or problems.

7. Proprietary Rights. Any changes, improvements, additions, and/or modifications to any of the Proprietary Software which are licensed by HSS to Customer, and all proprietary rights therein, including without limitation, all Intellectual Property Rights, shall be HSS’s sole and exclusive property, and all such software shall be subject to the terms and conditions of the Agreement.

8. Hotline. HSS will provide, in accordance with its customary business practices and procedures, telephone customer service support as reflected in this Schedule, for the purposes of receiving reports from Customer regarding software malfunctions subject to maintenance hereunder. HSS may attempt, to the extent practical, to resolve any reported problems by telephone or by accessing Customer’s equipment remotely.

9. On-Site Services. In the event HSS is unable to resolve any reported problem by telephone or modem, HSS will dispatch service personnel to Customer’s Site for the purpose of providing maintenance services hereunder at HSS’s standard rates and charges.

10. Customer Responsibilities. Customer shall maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation. HSS shall have no liability for any damages resulting from Customer’s failure to maintain such duplicate or back-up copies nor for any costs or expenses of reconstructing any such data or information that may be destroyed, impaired or lost. HSS has no obligation to maintain or repair any software other than the Proprietary Software, nor to repair or replace any expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes.

11. Cost and Payment Terms. Annual Cost of Software Maintenance $%AnnualSWMaint%. Payments will be calculated from the Start Date (“Start Date”), which shall be the shipment date of the Authorized Equipment listed on Schedule D to Customer’s Hotel. Payable in monthly installments of $%MonthlySWMaint%. The monthly payment amount will be due in advance and will be billed by HSS or its designee. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such cost internally and from the Preferred Retailers of such services and to reflect the addition or construction of additional guest rooms (or suites) by Customer for Customer’s Hotel.
SCHEDULE D

AUTHORIZED EQUIPMENT DESCRIPTION / PURCHASE TERMS AND CONDITIONS

The term Authorized Equipment includes (i) the equipment needed by Customer at Customer’s hotel, as determined solely by HSS, for the Customer’s use of the Proprietary Software (the “Network Authorized Equipment”) (ii) and any additional equipment authorized by HSS for use at Customer’s hotel, over and above the Network Authorized Equipment (the “Standard Plus Equipment”). All Authorized Equipment is listed on this Schedule D.

Authorized Equipment Purchase

Except as provided otherwise in this Schedule D, Customer may purchase the Authorized Equipment listed on this Schedule D from the Preferred Retailer who may provide a joinder agreement with Customer or from another retailer; however, if such Authorized Equipment is obtained from another retailer, it must conform to HSS’s specifications. Furthermore, if Customer elects to purchase such Authorized Equipment from a third party other than the Preferred Retailer, the file server and work stations must be shipped to HSS or its designee for certification that these components comply with HSS’s specifications and testing procedures. The additional cost for such certification will be shown on Schedule B. Customer shall also be responsible for the shipping and shipping related costs to and from HSS or its designee for such certifications, including without limitation those shown on Schedule B.

Authorized Equipment As Personal Property/Insurance Requirements

In addition to any other specific purchase terms required by the Preferred Retailer, the following purchase terms and conditions shall apply to any Authorized Equipment obtained from a Preferred Retailer or HSS. The Authorized Equipment will be at all times, personal property which shall not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Retailer the total sum for the Authorized Equipment as required hereunder, the Authorized Equipment shall remain the property of the Preferred Retailer, and title shall remain with the Preferred Retailer, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer shall maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Authorized Equipment in an amount not less than the purchase price of the Authorized Equipment. Said insurance shall name HSS as an additional insured. For so long as this obligation remains in effect, Customer shall furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Authorized Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Retailer’s liens, claims and encumbrances and the Authorized Equipment will become the sole property of Customer. Customer assumes the expense of delivery and in-transit insurance for the Authorized Equipment.

AUTHORIZED EQUIPMENT

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT:

%NetAuthEquip1%

STANDARD PLUS (HOTEL FUNDED) EQUIPMENT:

%StdPlusEquip1%

PURCHASE TERMS AND CONDITIONS

For Purchase Terms and Conditions, see Schedule I, Preferred Retailer Joinder Agreement, and any attachments to Schedule I, all of which are incorporated herein by reference.
SCHEDULE E
AUTHORIZED EQUIPMENT MAINTENANCE / COST AND PAYMENT TERMS

1. Maintenance for the Authorized Equipment. Customer must take all steps necessary to provide all necessary maintenance services for the Authorized Equipment listed on Schedule D so that it will receive such maintenance services for all such Authorized Equipment throughout the term of this Agreement. Customer may elect to use the maintenance company (the Preferred Services Provider or the PSP) with whom HSS has arranged to provide maintenance services (“Equipment Maintenance”) for the Authorized Equipment listed on Schedule D provided that such Authorized Equipment, if not purchased from the Preferred Retailer, is first certified as being suitable for Equipment Maintenance, at the expense of Customer, by either HSS (or its designee) or the PSP. For such services, the Customer shall pay as set forth in this Schedule E (the “Maintenance Fees”) and according to the terms of any invoice(s) submitted to Customer therefor, including any provision for late charges. If Customer elects to use the PSP and Equipment Maintenance is necessary, Customer will notify HSS, which in turn will notify the PSP to dispatch a PSP representative. Notwithstanding the foregoing, Customer may elect, subject to HSS’s approval in advance in writing, not to provide maintenance services through this Agreement for certain pieces of such Authorized Equipment allowed to be used in conjunction with the Information System (“Non-maintained Equipment”). Neither HSS nor the Preferred Services Provider shall be responsible for any maintenance or support of Non-maintained Equipment.

The following Authorized Equipment shall be designated Non-maintained Equipment:

%OptOutMaint%

2. Maintenance Fees. The Maintenance Fees are subject to increase or decrease by HSS, in its sole discretion, on January 1 of each year during the term of this Agreement or any extension thereof; however, HSS shall not charge Customer any Maintenance Fees that are greater than the Maintenance Fees charged to any similarly situated Customer (based upon factors determined by HSS in its sole judgment) utilizing equipment substantially similar to the Authorized Equipment and pursuant to an agreement which has terms and conditions substantially similar to this Agreement. No maintenance fees shall be charged to Customer for any Non-maintained Equipment as described in Section 1 above.

3. Refresh of Authorized Equipment. Under HSS’s Refreshment Program (the “Refreshment Program”), Customer will be responsible for and will pay for all fees and costs for the replacement or refreshment of the Authorized Equipment listed on Schedule D in HSS’s sole discretion (“Refresh”) on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of such Authorized Equipment and for the provision of maintenance services by the PSP on such refreshed equipment. The terms and conditions of the Authorized Equipment maintenance services for such equipment (included in such initial Refresh and included in any additional Refresh or Refreshes of Customer’s Authorized Equipment) shall be the same as the terms and conditions of this Schedule E, including, but not limited to, the imposition of termination fees as described hereinafter. Customer’s Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS’s timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, any rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

4. Termination. If this Agreement is terminated (or if Customer’s use of the PSP is terminated) prior to the third anniversary of the Start Date, which shall be the shipment date of the Authorized Equipment listed on Schedule D to Customer’s Hotel, Customer shall pay to HSS a termination fee which is designed to reimburse the PSP and/or HSS in part for any one or more of the following: reconfiguration costs, the unamortized fees and costs in the start up and provision of maintenance services by the PSP under this Agreement. If such termination occurs during the first year following the Start Date, the termination fee shall be in the amount of $3600.00. If such termination occurs during subsequent years following such Start Date, the termination fee shall be as follows:

<table>
<thead>
<tr>
<th>During second year</th>
<th>$2,600</th>
</tr>
</thead>
<tbody>
<tr>
<td>During third year</td>
<td>$1,300</td>
</tr>
</tbody>
</table>

846453-5
Thereafter - $1,200

Provided, however, if this Agreement is terminated, or if the Customer’s use of the PSP is terminated after a Customer Refresh of Authorized Equipment listed on Schedule D, the termination fee shall depend upon the period elapsed after the Start Date applicable to shipment of such Authorized Equipment for each successive Customer Refresh as follows:

- During first year - $3,800
- During second year - $2,800
- During third year - $1,400
- Thereafter - $1,200

5. Use of Certified Software Only. Customer understands that use of any software other than the Proprietary Software and Certified Third Party Software provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Third Party Software or such approved software on the Authorized Equipment, HSS shall have no further obligations to provide any equipment maintenance services to Customer hereunder.

6. Equipment Maintenance will be provided for Customer’s Hotel located at %PropertyAddress1%, %PropertyAddress2%, %PropertyCity%, %PropertyState%, %PropertyZip%.

7. Cost and Payment Terms. Annual Cost of Equipment Maintenance for Authorized Equipment listed on Schedule D $%AnnualHWMaint%. Payable in monthly installments of $%MonthlyHWMaint% per month. Payments will be calculated from the Start Date. The monthly payment amount will be due in advance and will be billed by HSS or its designee. The first invoice will be issued upon the Start Date. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Equipment Maintenance cost on an annual basis as provided in Section 2 above. When certain Authorized Equipment or parts for certain Authorized Equipment are no longer being manufactured or reasonably obtainable, HSS or the PSP shall notify Customer of such circumstance and maintenance on such Authorized Equipment will no longer be available. After such notice, Customer will no longer be charged for maintenance on such Authorized Equipment.

8. Customer Responsibilities as to Equipment Maintenance. Customer shall maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation and Certified Third Party Software. Neither HSS nor PSP shall have any liability for any damages resulting from Customer’s failure to maintain such copies nor for any costs or expenses of reconstructing any data or information that may be destroyed, impaired or lost. Neither HSS nor PSP has any obligation to maintain or repair any equipment other than the Authorized Equipment listed on Schedule D, nor to repair or replace any cables, cords, expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes, whether or not defined as Authorized Equipment. Customer shall not move or perform maintenance services on any of such Authorized Equipment without HSS’s or PSP’s prior written consent.

9. Cooperation. Customer shall provide HSS or PSP with all information, data and other required materials necessary to reproduce any problem identified by Customer. Customer shall maintain for the term of this Agreement a
modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate the ability to perform the Equipment Maintenance services remotely.

In some instances, Equipment Maintenance will be provided using a depot program, where Customer ships failed Authorized Equipment listed on Schedule D to the depot when Customer receives replacement of such Authorized Equipment. If Customer does not ship such failed equipment, Customer will be responsible for any unreturned equipment charges billed by HSS, the PSP or the depot program provider.

10. **Expenses.** If Equipment Maintenance personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing the services hereunder, Customer shall pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses. Customer shall also pay for all telephone toll charges incurred in providing maintenance and support hereunder. Typical travel expenses include, without limitation, the following:

- round-trip airfare (due to frequent scheduling changes HSS may not be able to purchase airfare more than one week in advance of travel);
- single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized);
- meals;
- ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during PSP’s representatives’ stay at the Hotel);
- tips;
- taxes; and
- miscellaneous expenses (including phone, laundry, etc.).

11. **Exclusions.** The obligation of HSS or the PSP to provide Equipment Maintenance hereunder shall not apply to any Non-maintained Equipment nor to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software or Certified Third Party Software by Customer or any third person or entity other than HSS or its designee; (ii) any software program, hardware, cables, cords, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper access to or any use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) any such Authorized Equipment that is non-repairable, taken out of service or for which any such Authorized Equipment or parts for same are no longer manufactured or reasonably available; (vi) forces or supplies external to such Authorized Equipment, including, without limitation, the reasons set forth in the Force Majeure section of the HITS Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects shall be fixed, in HSS’s or PSP’s discretion, at the then applicable current time and material charges. Neither HSS nor the PSP shall be under any obligation, however, to fix any such Customer or externally caused errors, defects or problems.
SCHEDULE F
PARTICIPATION AGREEMENT

This Participation Agreement is entered into by the party signing below ("you") for the benefit of the Microsoft affiliate ("Microsoft") and shall be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and %LegalEntity% ("customer") have entered into Microsoft Enterprise Enrollment, No. 68436885 (the "agreement"), under which you desire to sublicense certain Microsoft products. As used in this Participation Agreement, the term to "run" a product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run a copy of any version of any product sublicensed under the agreement is governed by the applicable product use rights for the product and version licensed as of the date you first run that copy. Such product use rights will be made available to you by the customer, or by publication at a designated site on the World Wide Web, or by some other means. Microsoft does not transfer any ownership rights in any licensed product and it reserves all rights not expressly granted.

1. Acknowledgment and Agreement. You hereby acknowledge that you have obtained a copy of the product use rights located at http://microsoft.com/licensing/resources/ applicable to the products acquired under the above-referenced agreement; you have read and understood the terms and conditions as they relate to your obligations; and you agree to be bound by such terms and conditions, as well as to the following provisions:

a. Restrictions on use. You may not:

   (i) Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;

   (ii) Rent, lease, lend or host products, except where Microsoft agrees by separate agreement;

   (iii) Reverse engineer, de-compile or disassemble products or fixes, except to the extent expressly permitted by applicable law despite this limitation;

Products, fixes and service deliverables licensed under this agreement (including any license or services agreement incorporating these terms) are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-user, and end-use for additional information, see http://www.microsoft.com/exporting/.

b. Limited product warranty. Microsoft warrants that each version of a commercial product will perform substantially in accordance with its user documentation. This warranty is valid for a period of one year from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same extent and the same one year period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify Microsoft within the warranty period that a product does not meet this warranty, then Microsoft will, at its option, either (1) return the price paid for the product or (2) repair or replace the product. To the maximum extent permitted by law, this is your exclusive remedy for any failure of any commercial product to function as described in this paragraph.

c. Free and beta products. To the maximum extent permitted by law, free and beta products, if any, are provided "as-is," without any warranties. You acknowledge that the provisions of this paragraph with regard to pre-release and beta products are reasonable having regard to, among other things, the fact that they are provided prior to commercial release so as to give you the opportunity (earlier than you would otherwise have) to assess their suitability for your business, and without full and complete testing by Microsoft.

d. NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS. MICROSOFT WILL NOT BE LIABLE FOR ANY PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR
CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY MICROSOFT UNLESS SUCH THIRD PARTY PRODUCTS ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND MICROSOFT, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

e. Defense of infringement and misappropriation claims. We will defend you against any claims, made by an unaffiliated third party, that any commercial product, fix or service deliverable infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent):

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms “misappropriation” and “trade secret” are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising under any license agreement governed by the laws of any jurisdiction outside the United States, in which case “misappropriation” will mean intentionally unlawful use and “trade secret” will mean “undisclosed information” as specified in Article 39.2 of the TRIPs agreement.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a commercial product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a commercial product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section e provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

f. Limitation of liability. There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft’s liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product giving rise to the claim. In the case of free product, or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s total liability to you will not exceed US$5000, or its equivalent in local currency. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of the agreement:

(i) our obligations to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and

No liability for certain damages. To the maximum extent permitted by applicable law, neither you, your affiliates or suppliers, nor Microsoft, its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product, or fix, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This
exclusion of liability does not apply to either party’s liability to the other for violation of the other party’s intellectual property rights.

h. **Application.** The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

i. **Verifying compliance.** You must keep records relating to the products you run. Microsoft has the right to verify compliance with these terms and any applicable product use rights, at its expense, during the term of the enrollment and for a period of one year thereafter. To do so, Microsoft will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the products you use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If Microsoft undertakes such verification and does not find material unlicensed use of products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the product use rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the product use rights, or to protect its intellectual property by any other means permitted by law.

j. **Dispute Resolution; Applicable Law.** This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license entered into with Microsoft or its affiliates under this agreement.

Your violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

Dated as of the %DayName% day of %MonthName%, %YearName%.

CUSTOMER AFFILIATE:

%LegalEntity%

By: %HotelApproverSignature%

Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%
SCHEDULE G
CERTIFIED THIRD PARTY SOFTWARE / ADDITIONAL TERMS AND CONDITIONS

Attached to this Schedule, when applicable, are License or Sublicense Agreements from providers of certain Certified Third Party Software. The terms and conditions of those agreements are incorporated herein by reference. Some of these agreements are required to be signed by Customer.

Separate License or Sublicense Agreements for Certified Third Party Software (attached)*:

___________________________________________________________________
___________________________________________________________________
___________________________________________________________________

* Those to be signed by Customer are marked (“Please Sign”).
This Letter Agreement ("Letter Agreement") confirms your request to purchase, lease, use license or sublicense additional equipment, software and/or services in order to add options, features and/or systems ("Additions") to the Information System, and shall constitute an amendment to the existing Hilton Information Technology System Agreement previously entered into between ("Customer") and Hilton Systems Solutions, LLC ("HSS") dated, , (the "Agreement").

It is agreed that you will purchase and/or lease the Additions and that you will be billed by the applicable vendor for the Additions as listed below. The effective date of billing on the new items shall be the date the new equipment is shipped, the date upon which you obtain use of the software, and/or the date upon which you request additional services, whichever is earliest.

Total:
Total Maintenance:

The prices shown above exclude taxes, travel expenses, per diem fees, related costs, insurance and shipping.

Travel Expenses/Per Diem Fees/Rescheduling

If the Additions require travel by HSS and/or the applicable vendor, you will pay for or promptly reimburse any travel expenses, per diem fees and related costs of HDOC, HSS, any vendor hereunder or their designees, including without limitation: round-trip airfare (due to frequent scheduling changes, HSS is often unable to book airline tickets more than one week in advance of travel); single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized); meals; ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during HSS’ representatives’ stay at the Hotel); tips; taxes; and miscellaneous expenses (including phone, internet, laundry, etc.)

Promptly following HSS’s providing of the services described in this schedule where not previously paid for or reimbursed by hotel, an invoice will be submitted to Customer for HSS’s representatives’ out-of-pocket expenses, any additional per diem charges for its representatives, any re-scheduling fee, and any additional travel expenses as described herein, which invoice shall be payable within fifteen days of Customer’s receipt of same.

Notes:

If Customer attaches or uses third party equipment and/or interfaces with the Authorized Equipment which have not been certified or approved by HSS as meeting HSS’s specifications and/or does not conform to the standards provided by the supplier of the Third Party PMS or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS’s specifications on the equipment or that does not conform to the standards provided by the supplier of the Third Party PMS, the software may need to be reconfigured and the entire cost of the reconfiguration shall be borne by Customer.

All fees indicated are exclusive of applicable taxes (see Agreement sections on taxes). Unless otherwise specified by HSS in writing, Customer shall make all payments in United States dollars to HSS or any other party designated by HSS in its sole discretion.

Customer shall pay according to the terms of any invoice(s) submitted to Customer therefore, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment.
Customer shall purchase and replace, from any source, paper, ribbons, printer maintenance kits, toner and such other operating supplies as shall be required for the operation of the Authorized Equipment, but Customer shall utilize only such brands as are approved by HSS or the Authorized Equipment manufacturer.

Upon HSS’s receipt of a copy of this Letter Agreement signed by a duly authorized representative of Customer, the Agreement shall be deemed to have been automatically amended to incorporate the items of this Letter Agreement. Customer agrees that Customer’s delivery to HSS by facsimile transmission of this Letter Agreement shall be deemed to be as effective for all purposes as hand delivery of the manually executed Letter Agreement and that the terms of this Letter Agreement shall be binding upon Customer without the necessity of any further action by HSS. This Letter Agreement shall be effective as of the date inserted by Customer below.

Licensee may be required to sign additional license agreements with the vendors or Licensors of Certified Third Party Software.

Certain Other Equipment (for orders of $5,000 or greater) may be leased by Customer. Any such leases shall be entered into between Customer and the applicable lessor. Neither HSS nor Hilton shall be a party to such leases.

In addition to any other specific purchase terms required by a retailer of the Additions, the following purchase terms and conditions shall apply to any Other Equipment obtained from a Preferred Retailer (as that term is defined in the Agreement). The Other Equipment will be at all times, personal property which shall not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Retailer the total sum for the Other Equipment as required hereunder, the Other Equipment shall remain the property of the Preferred Retailer, and title shall remain with the Preferred Retailer, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer shall maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Other Equipment. Said insurance shall name HSS as an additional insured. For so long as this obligation remains in effect, Customer shall furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Other Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Retailer’s liens, claims and encumbrances and the Other Equipment will become the sole property of Customer.

NEITHER THE AUTHORIZED EQUIPMENT NOR THE PROPRIETARY SOFTWARE OR CERTIFIED THIRD PARTY SOFTWARE WILL BE SHIPPED, NOR WILL CUSTOMER HAVE USE OF THE PROPRIETARY SOFTWARE MODULE OR ANY EQUIPMENT LISTED IN THIS LETTER AGREEMENT UNTIL HSS RECEIVES A COPY OF THIS LETTER AGREEMENT SIGNED BY CUSTOMER.

To indicate Customer’s acceptance of this Letter Agreement, please have it signed by an authorized representative of Customer and return it to me. Upon HSS’s receipt of the executed Letter Agreement, you will be advised of the shipment and installation dates.

If you have any questions, please contact me at.

Sincerely,

Hilton Systems Solutions, LLC

Accepted and Agreed:

Customer Name::

By: ______________________________
Authorized Signature

By: ______________________________
Signature

Print Name: Randy Kanaya

Print Name and Title: ______________________________

Effective Date: ______________________________
SCHEDULE I
JOINDER TO PREFERRED RETAILER

The undersigned HSS Customer is acting as an Eligible Recipient (as defined in the Agreement) to acquire Products (as defined in the Agreement) under the terms of the Master Professional Products and Services Agreement, including any Supplements entered into thereunder (the “Agreement”) between HDOC and Insight Direct USA, Inc. (“Preferred Service Provider”). As such Eligible Recipient, the undersigned joins in the Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the terms of the Agreement to the extent of the rights, duties and responsibilities of an Eligible Recipient provided therein. The Eligible Recipient acknowledges and agrees that any dispute arising out of or relating to the Agreement and any Products provided by Preferred Service Provider to the Eligible Recipient shall be resolved in accordance with Article 19 of the Agreement. HDOC shall have the right to enforce the Agreement on behalf of the Eligible Recipient, subject to the limitations of liability applicable under the Agreement, and Eligible Recipient shall bring no claim directly against HWI or Preferred Service Provider in connection with the Agreement, except for Eligible Recipient’s right to seek indemnity against Preferred Service Provider under the express provisions of Sections 17.1 and 17.3 of the Agreement. HDOC shall be a third party beneficiary of this Joinder and the Hilton Information Technology System Agreement. For the avoidance of doubt, except as set forth in the preceding sentence, this Joinder and the Hilton Information Technology System Agreement are for the sole benefit of the Eligible Recipient and Hilton Systems Solutions, LLC, and will not be deemed to create any third party beneficiary rights for any person other than the Eligible Recipient and Hilton Systems Solutions, LLC.

IN WITNESS WHEREOF, the Eligible Recipient, acting through its duly authorized officer or representative, has executed this Joinder, this %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear%.

ELIGIBLE RECIPIENT:

%LegalEntity%

By: %HotelApproverName%

Its: %HotelApproverTitle%

Address for Notices to Eligible Recipient under the Agreement

%PropertyAddress1%, %PropertyAddress2%, %PropertyCity%, %PropertyState% %PropertyZip%
SCHEDULE J

JOINDER TO PREFERRED LESSOR

The terms of the Agreement to the extent of the rights, duties and responsibilities of the HSS Affiliate as provided undersigned HSS Customer is acting as an HSS Affiliate (“HSS Affiliate”) to lease products under the terms of the HSS OnQ® Technology Deployment Program Statement of Work, including the Master Products and Services Agreement (the “Agreement”) between HDOC and HPFS (Hewlett Packard Financial Services) (the “Preferred Lessor”). As such HSS Affiliate, the undersigned joins in the Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the therein.

IN WITNESS WHEREOF, the HSS Affiliate, acting through its duly authorized officer or representative, has executed his Joinder, this %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear%.

HSS AFFILIATE:
%LegalEntity%

By: %HotelApproverName%

Its: %HotelApproverTitle%

Address for Notices to HSS Affiliate under the Agreement:

%PropertyAddress1%
%PropertyAddress2%
%PropertyCity%, %PropertyState% %PropertyZip%
The undersigned HSS Customer is acting as an Eligible Recipient (as defined in the Agreement) to acquire Services (as defined in the Agreement) under the terms of the the Master Professional Products and Services Agreement, including any Supplements entered into thereunder (the “Agreement”) between HDOC and Insight Direct USA, Inc. (the “Preferred Services Provider”). As such Eligible Recipient, the undersigned joins in the Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the terms of the Agreement to the extent of the rights, duties and responsibilities of the Eligible Recipient as provided therein. The Eligible Recipient acknowledges and agrees that any dispute arising out of or relating to the Agreement and any Services provided by the Preferred Services Provider to the Eligible Recipient shall be resolved in accordance with Article 19 of the Agreement. HDOC shall have the right to enforce the Agreement on behalf of the Eligible Recipient, subject to the limitations of liability applicable under the Agreement, and Eligible Recipient shall bring no claim directly against HDOC or the Preferred Service Provider in connection with the Agreement, except for Eligible Recipient’s right to seek indemnity against Preferred Service Provider under the express provisions of Sections 17.1 and 17.3 of the Agreement. HDOC shall be a third party beneficiary of this Joinder and the Hilton Information Technology System Agreement. For the avoidance of doubt, except as set forth in the preceding sentence, this Joinder and the Hilton Information Technology System Agreement are for the sole benefit of the Eligible Recipient and Hilton Systems Solutions, LLC, and will not be deemed to create any third party beneficiary rights for any person other than the Eligible Recipient and Hilton Systems Solutions, LLC.

IN WITNESS WHEREOF, the Eligible Recipient, acting through its duly authorized officer or representative, has executed this Joinder, this %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear%.

ELIGIBLE RECIPIENT:

%LegalEntity%

By: %HotelApproverName%__________________________

Its: %HotelApproverTitle%__________________________

Address for Notices to Eligible Recipient under the Agreement:

%PropertyAddress1%
%PropertyAddress2%
%PropertyCity%, %PropertyState%  %PropertyZip%
This Total Solution Program Agreement (this “TSP Agreement”) is entered into as of the %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear% between Hilton Systems Solutions, LLC a Delaware limited liability company (“HSS”) and %LegalEntity% (the “Customer”) for Customer’s Hotel (the “Hotel”) known as %HotelName% (%InnCode%) and located at %PropertyAddress1%, %PropertyAddress2%, %PropertyCity%, %PropertyState%.

In connection with the new Hilton Information Technology Systems Agreement (the “HITS Agreement”) entered into between HSS and Customer (and if applicable, in anticipation of the Hotel’s conversion and rebranding as a Hilton Brand division hotel), HSS is willing to make certain benefits available to Customer for the above Hotel under HSS’s Total Solution Program (“TSP”) on the terms, conditions and limitations hereinafter set forth.

For good, valuable and sufficient consideration, Customer hereby enters into this TSP Agreement, and HSS and Customer agree as follows:


   (a) Equipment License. HSS shall provide for use by Customer at Customer’s Hotel that portion of the Authorized Equipment (as described in Schedule D of the HITS Agreement) needed, as determined solely by HSS, for the network operation of the Proprietary Software, such equipment more specifically described on Attachment (1) attached to and forming part of this TSP Agreement being hereinafter called the “Network Authorized Equipment,” together with shipping and transportation costs on such equipment. HSS hereby licenses to Customer the use of such Network Authorized Equipment (the “Equipment License”), subject to the terms, conditions and limitations set forth in this TSP Agreement. The Equipment License and any installation fees (for which HSS is responsible under 1(b)) are provided in consideration of Customer’s performance of the HITS Agreement and the other obligations of the Customer pursuant to this TSP Agreement, without additional fees except as may be provided herein.

   (b) Equipment Installation. Customer will be responsible for the fees and costs for installation services relative to Network Authorized Equipment as well as any Standard Plus Equipment (as described in Schedule D of the HITS Agreement). Under the terms and conditions of the Total Solution Program’s Refreshment Program (the “Refreshment Program”) of Network Authorized Equipment, HSS anticipates that Network Authorized Equipment will be replaced or refreshed in HSS’s sole discretion (the “Refresh”), on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of Network Authorized Equipment. HSS will be responsible for the fees and costs for installation services of Network Authorized Equipment on the date that such equipment is refreshed under the Refreshment Program. Customer’s Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS’s timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

2. Customer’s Obligations. Customer shall:

   (a) Perform all of its obligations under the HITS Agreement, including, but not limited to, the maintenance of the Network Authorized Equipment using the designated Preferred Services Provider for HSS’s TSP.

   (b) Obtain and keep current insurance on the Network Authorized Equipment against all risks for the approximate value of the Network Authorized Equipment.

   (c) Pay any and all state or local sales, use, gross receipts, excise or similar taxes incident to the payments under this TSP Agreement. Customer agrees to pay all personal property taxes associated with software licensed and equipment provided under the TSP Agreement.
(d) Prevent any liens from attaching to the Network Authorized Equipment.

(e) Pay for any and all transportation and disposal costs of any Network Authorized Equipment currently being used by Customer’s Hotel on its Network at the time of installation by HSS or HSS’s designee of the Network Authorized Equipment under the Refreshment program. HSS or HSS’s designee, at HSS’s expense, will provide for de-installation of any such Network Authorized Equipment then being used by Customer’s Hotel at the time of the installation of Network Authorized Equipment under the Refreshment Program, but it is Customer’s responsibility to handle the return to Customer’s lessor of all such de-installed equipment in accordance with Customer’s current lease terms. Customer shall be solely responsible for any missing, bad or damaged equipment.

(f) Preserve and protect the Network Authorized Equipment from loss, damage or theft.

(g) Not use any unauthorized backup unit tape cartridge in connection with the Information System.

(h) Make no unapproved repairs nor perform any unauthorized service to the Network Authorized Equipment.

(i) Not allow any other equipment or software to be added to the Information System without prior specific written permission of HSS.

3. Customer’s Conditions. All benefits provided Customer herein and all obligations of HSS under this TSP Agreement are expressly subject to and conditioned upon the following:

(a) Customer is not, and continues not to be, in default of any agreement with HDOC, HSS or any of their affiliates and subsidiaries, or any Brand division, including but not limited to this TSP Agreement, the HITS Agreement and Customer’s License Agreement with HDOC or its affiliate or subsidiary.

(b) Customer continues to make all other payments to HSS’s Preferred Lessors, Preferred Retailers or Preferred Services Providers under any applicable agreements and does not become in default under such agreements.

(c) Customer’s Hotel remains (after conversion and rebranding if applicable) one of the following Hilton Brand divisions: Hampton Inn, Hampton Inn & Suites, Embassy Suites and Homewood Suites by Hilton.

(d) Customer executes the HITS Agreement contemporaneously with this TSP Agreement.

(e) Customer’s participation and continued cooperation with HSS in HSS’s Total Solution Program, including, but not limited to, the refreshment of Network Authorized Equipment.

(f) Customer allows the removal and future replacement or refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

(g) If applicable, Customer must complete the Hotel’s conversion and rebranding as a Hilton Brand division hotel.

4. Termination. HSS may terminate the above Equipment License on the Network Authorized Equipment and all other obligations of HSS under this TSP Agreement at HSS’s option: (a) Immediately without notice in event of breach of Customer’s obligations or conditions set forth in Sections 2 and 3 above, or (b) at any time, with or without cause, upon not less than ninety (90) days advance written notice to Customer. Any default by Customer under this TSP Agreement shall constitute a default by Customer under the HITS Agreement, and, in such event, HSS may exercise any of its rights provided under Section 5 of the HITS Agreement. Any default by Customer under the HITS Agreement shall constitute a default and breach of condition by Customer under this TSP Agreement. Termination of the HITS Agreement will result in termination of this TSP Agreement. HSS may terminate this TSP Agreement without terminating the HITS Agreement, whereupon the HITS Agreement shall be construed and enforced as if this TSP Agreement had never been entered into (subject to accrued rights and obligations).
Upon termination of this TSP Agreement, Customer will be required to assume any remaining lease payments of HSS as to the Network Authorized Equipment that is provided Customer pursuant to this TSP Agreement or to purchase such equipment from HSS’s lessor. The costs (which will vary depending upon the equipment involved and the timing of the termination) and the various options available will be sent to Customer at the time of the notification of the upcoming termination. Upon termination of this TSP Agreement, HSS shall pass on to Customer, and Customer shall be responsible for, all subsequent fees and costs of Equipment Maintenance and Software Maintenance. If a termination occurs before the expiration of three (3) years since HSS incurred installation and/or service fees and costs in performing a refreshment of Network Authorized Equipment (“Refresh Costs”), then Customer shall also reimburse HSS for the unamortized value (on a monthly basis over a thirty-six (36) month period) of such Refresh costs.

If this TSP Agreement is terminated (or if Customer’s use of the Preferred Services Provider is terminated), Customer shall pay to HSS a termination fee which is designed to reimburse the Preferred Services Provider and/or HSS in part for unamortized costs in the start up and provision of maintenance services by the Preferred Services Provider under the HITS Agreement. If such termination occurs during the first year following the shipment date of the Network Authorized Equipment to Customer’s Hotel (“Start Date”), the termination fee shall be in the amount of $3,600.00. If such termination occurs during subsequent years following such Start Date, the termination fee shall be as follows:

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<th>Year</th>
<th>Fee</th>
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<tr>
<td>During second year</td>
<td>$2,600</td>
</tr>
<tr>
<td>During third year</td>
<td>$1,300</td>
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<tr>
<td>Thereafter</td>
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</table>

Provided, however, if this TSP Agreement is terminated, or if the Customer’s use of the Preferred Services Provider is terminated after a Customer Refresh of Network Authorized Equipment, the termination fee shall depend upon the period elapsed after the Start Date applicable to shipment of the Network Authorized Equipment for each successive Customer Refresh as follows:

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<tr>
<td>Thereafter</td>
<td>$1,200</td>
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5. Property of HSS. The Network Authorized Equipment shall be and remain the property of HSS, subject only to the conditional Equipment License granted to Customer in this TSP Agreement.

6. Additional Equipment/Software. Any and all additional Authorized Equipment (“Standard Plus Equipment”) may be purchased by Customer from a Preferred Retailer or leased from a Preferred Lessor under the Standard Plus Leasing Program Lease (the “Standard Plus Lease”). Any and all additional Certified Third Party Software authorized by HSS but not included in the Brand standard applicable to Customer (“Standard Plus Software”) may be licensed or sublicensed from HSS or a Preferred Services Provider.

7. Defined Terms. All capitalized terms used in this TSP Agreement which are not specially defined in this TSP Agreement shall have the meaning ascribed to such terms in the HITS Agreement.

8. Other Important Provisions. The parties mutually acknowledge and agree that the Network Authorized Equipment is part of the Authorized Equipment referred to in the HITS Agreement, that this TSP Agreement is a schedule to the HITS Agreement and that this TSP Agreement and its performance by the parties are a part of the transactions contemplated by the HITS Agreement. Upon HSS’s Refresh of Network Authorized Equipment, the terms and conditions applicable to any equipment, software or services provided for or pursuant to the Refresh shall be the same as the terms and conditions of this TSP Agreement; and, except for such termination fees (if any, as specified
above), all terms and provisions hereof (including those incorporated by reference below) shall apply as if this TSP Agreement was executed on the Start Date for each such Refresh. In the event of conflict between the provisions of this TSP Agreement and the provisions of the HITS Agreement, the provisions of this TSP Agreement shall prevail. Except as modified herein, all provisions of the HITS Agreement applicable to the Authorized Equipment, Proprietary Software or Certified Third Party Software shall be applicable to the Network Authorized Equipment, and services described herein or provided hereunder, including, but not limited to, Sections 8 (Software), 9 (No Warranties/Limited Warranties), 10 (Proprietary Rights Notices), 11 (Infringement Claims) and 15 (Third Party Claims) and (except as herein modified) the Schedules pertaining to the Authorized Equipment, the Software and the Services. Where HSS is providing equipment instead of such items being provided by a Preferred Retailer, Preferred Lessor, Preferred Services Provider, or other third party vendor, HSS shall be entitled to all of the protections and the limitations of warranties, liabilities and damages as if HSS were such Preferred Retailer, Preferred Lessor, Preferred Services Provider or other third party vendor. The following additional Sections of the HITS Agreement are hereby made applicable to this TSP Agreement and incorporated herein by reference, as fully as if repeated herein verbatim: Sections 13 (Limitations of Liability and Exclusions of Damages); 14 (Limitations on Actions); 16 (Estoppel and Release); 17 (Entire Agreement/Prior Agreements); 18 (Cumulative Remedies); 19 (Force Majeure); 20 (Severability); 21 (No Joint Venture); 22 (Assignment); 23 (Counterparts); 24 (Applicable Law, Consent to Jurisdiction and Equitable Relief); 25 (Attorneys’ Fees); 26 (No Reproduction); 27 (Confidentiality); and 28 (Surviving Obligations). Except as the context may otherwise require, all references in these incorporated provisions to “this Agreement” shall, for purposes of this TSP Agreement, be construed to include this TSP Agreement, and where applicable, such provisions are hereby reasserted, re-applied and re-acknowledged as of the effective date hereof.

9. Notices. The provisions of Section 4 of the HITS Agreement shall apply to all notices, requests, demands and other communications under this TSP Agreement.

10. Counterparts. This TSP Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

Effective Date: The effective date (“Effective Date”) shall be the date signed by HSS.
ATTACHMENT L (1)

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT

%NetAuthEquip1%
EXHIBIT H
Hampton by Hilton Brand Standards - Global

13 January 2017
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EXHIBIT I
## STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

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<thead>
<tr>
<th>State</th>
<th>State Franchise Administrator</th>
<th>Agent for Service of Process</th>
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</thead>
<tbody>
<tr>
<td>California</td>
<td>Commissioner</td>
<td>Commissioner</td>
</tr>
<tr>
<td></td>
<td>Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677</td>
<td>Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677</td>
</tr>
<tr>
<td></td>
<td>71 Stevenson Street, Suite 2100 San Francisco, CA 94105 415-972-8577</td>
<td>1515 K. Street, Suite 200 Sacramento, CA 95814 866-275-2677</td>
</tr>
<tr>
<td>Hawaii</td>
<td>Commissioner of Securities</td>
<td>Commissioner of Securities</td>
</tr>
<tr>
<td></td>
<td>Dept. of Commerce &amp; Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722</td>
<td>Dept. of Commerce &amp; Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722</td>
</tr>
<tr>
<td>Illinois</td>
<td>Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 217-782-4465</td>
<td>Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465</td>
</tr>
<tr>
<td>Indiana</td>
<td>Secretary of State Securities Division, Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681</td>
<td>Secretary of State Securities Division, Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681</td>
</tr>
<tr>
<td>Michigan</td>
<td>Michigan Office of Attorney General Consumer Protection Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48933 517-373-7117</td>
<td>Michigan Office of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48933 517-373-7117</td>
</tr>
<tr>
<td>Minnesota</td>
<td>Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 651-539-1500</td>
<td>Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 651-539-1500</td>
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### STATE FRANCHISE ADMINISTRATORS  
**AND AGENTS FOR SERVICE OF PROCESS**

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<th>State</th>
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<th>Agent for Service of Process</th>
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</thead>
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<tr>
<td>New York</td>
<td>Bureau of Investor Protection and Securities</td>
<td>Secretary of State</td>
</tr>
<tr>
<td></td>
<td>New York State Department of Law</td>
<td>Department of State</td>
</tr>
<tr>
<td></td>
<td>120 Broadway, 23rd Floor</td>
<td>Division of Corporations</td>
</tr>
<tr>
<td></td>
<td>New York, NY 10271</td>
<td>One Commerce Plaza, 6th Floor</td>
</tr>
<tr>
<td></td>
<td>212-416-8211</td>
<td>99 Washington Avenue</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Albany, NY 12231</td>
</tr>
<tr>
<td></td>
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<td>518-473-2492</td>
</tr>
<tr>
<td>North Dakota</td>
<td>North Dakota Securities Department 600 East Boulevard Avenue, State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712</td>
<td>North Dakota Securities Commissioner 600 Boulevard Avenue, State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>Department of Business Regulation Securities Division Bldg. 69, 1st Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-462-9527</td>
<td>Director of Dept. of Business Regulation Securities Division Bldg. 69, 1st Floor, John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920 401-462-9527</td>
</tr>
<tr>
<td>South Dakota</td>
<td>Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 605-773-4823</td>
<td>Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre, SD 57501 605-773-4823</td>
</tr>
<tr>
<td>Virginia</td>
<td>State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051</td>
<td>Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 804-371-9733</td>
</tr>
<tr>
<td>Washington</td>
<td>Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760</td>
<td>Director of Dept. of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760</td>
</tr>
<tr>
<td>Wisconsin</td>
<td>Office of the Commissioner of Securities 201 West Washington Avenue, Suite 300 Madison, WI 53703 608-261-9555</td>
<td>Commissioner of Securities 201 West Washington Avenue, Suite 300 Madison, WI 53703 608-261-9555</td>
</tr>
</tbody>
</table>

If a state is not listed, we are not required to appoint an agent for service of process in that state in order to comply with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.
EXHIBIT J
Addendum to Disclosure Document
Pursuant to the California Franchise Investment Law

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT http://www.dbo.ca.gov

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

1. Item 3 is amended to state that no person named in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. Items 17 (b), (c), (d), (e), (f), (g), (h), (i) and (w) are amended to state that California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

3. Item 17 (h) is amended to state that the Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

4. Item 17 (w) is amended to state that the Franchise Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.

5. Item 17 (v) is amended to state that the Franchise Agreement requires venue to be limited to Fairfax County, Virginia unless we sue you where your Hotel is located. This provision may not be enforceable under California law.

6. Items 17 (c) and (m) are amended to state that you must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

7. Item 17 (s) is amended to state that California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

Addendum to Disclosure Document
Pursuant to the Hawaii Franchise Investment Law

THE GENERAL RELEASE LANGUAGE CONTAINED IN THE FRANCHISE AGREEMENT SHALL NOT RELIEVE US OR OUR AFFILIATES FROM LIABILITY IMPOSED BY THE LAWS CONCERNING FRANCHISING OF THE STATE OF HAWAII.

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.
THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER "OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Addendum to Disclosure Document
Pursuant to the Illinois Franchise Disclosure Act

Item 13 is amended to provide that while we do not own the Marks, our affiliate owns the Marks and has licensed us to use the Marks and to sublicense the Marks to you.

1. Notice Required by Law:

THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.

2. Items 17 (v) and (w) are amended to state that the provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction, venue, choice of law and waiver of jury trials will not constitute a waiver of any right conferred upon you by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void".

Addendum to Disclosure Document
Pursuant to the Maryland Franchise Registration and Disclosure Law

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that the laws of the State of Maryland may supersede the Franchise Agreement, in the areas of termination and renewal of the Franchise.

2. Item 17 (h) is amended to state that the provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Item 17 (v) is amended to state that you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise.
4. Item 17 (w) is amended to state that the general release language contained in Section 17.8 of
the Franchise Agreement shall not relieve us or our affiliates from liability under the Maryland
Franchise Registration and Disclosure Law.

**MICHIGAN ADDENDUM TO DISCLOSURE DOCUMENT**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN
FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE
DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel
which deprives a franchisee of rights and protections provided in this act. This shall not preclude
a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term
except for good cause. Good cause shall include the failure of the franchisee to comply with any
lawful provision of the Franchise Agreement and to cure such failure after being given written
notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to
cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating
the franchisee by repurchase or other means for the fair market value at the time of expiration of
the franchisee’s inventory, supplies, equipment, fixtures and furnishings. Personalized materials
which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings
not reasonably required in the conduct of the franchise business are not subject to compensation.
This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the
franchisee is prohibited by the franchise or other agreement from continuing to conduct
substantially the same business under another trademark, service mark, trade name, logotype,
advertising of other commercial symbol in the same area subsequent to the expiration of the
franchise or the franchisee does not receive at least 6 months advance notice of Franchisor’s
intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available
to other franchisees of the same class or type under similar circumstances. This section does not
require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This
shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to
conduct arbitration at a location outside the state of Michigan.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise,
except for good cause. This subdivision does not prevent a franchisor from exercising a right of
first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor’s then-current reasonable
qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful
obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the
franchisor or to cure any default in the Franchise Agreement existing at the time of the
proposed transfer.
(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION, FRANCHISE SECTION
525 W. OTTAWA ST.
G. MENNEN WILLIAMS BUILDING, FIRST FLOOR
LANSONG, MICHIGAN 48933
517-373-7117

Addendum to Disclosure Document
Pursuant to the Minnesota Franchise Investment Law

1. Minnesota law provide that we must indemnify you against liability to third parties resulting from claims by third parties that your use of our trademarks infringes trademark rights of the third party. We do not indemnify you against the consequences of your use of our trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, you must provide notice to us of any such claim and tender the defense of the claim to us within 10 days after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

3. Items 17 (a) and (m) are amended to state that the general release language contained in the Franchise Agreement shall not relieve us or our affiliates, from liability imposed by the Minnesota Franchise Investment Law.

4. Item 17 (i) is amended to state that Minnesota Rule 2860.4400J prohibits requiring you to consent to liquidated damages.

5. Items 17 (i), (v) and (w) are amended to state that Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. nothing in the Franchise Disclosure Document or
agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

Addendum to Disclosure Document
Pursuant to the New York Franchise Sales Act

1. Item 3 is amended to add the following:

Neither we nor any individual listed in Item 2, have pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging: a felony; a violation of a franchise, antitrust or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Neither we nor any individual listed in Item 2, have been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud; embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

Neither we nor any individual listed in Item 2, are subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or are subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or are subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 is amended to add the following:

During the 10-year period immediately preceding the date of this disclosure document, neither we nor any person identified in Item 2 above, has filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; obtained a discharge of its debts under the bankruptcy code; or was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

Addendum to Disclosure Document
Pursuant to the North Dakota Franchise Disclosure Act

1. Item 17 (i) is amended to state that liquidated damages are prohibited by the laws of the State of North Dakota.

2. Item 17 (w) is amended to state that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.

3. Item 17 (v) is amended to state that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Licensee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.
4. Item 17 (w) is amended to state that any provision in the Franchise Agreement which requires you to waive your right to a trial by jury is deleted.

5. Items 17 (c) and (m) are amended to state that no release language set forth in the Franchise Agreement shall relieve us or our affiliates from liability imposed by the North Dakota Franchise Disclosure Act.

Addendum to Disclosure Document
Additional Information Required by the State of Rhode Island

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 et seq. (the “Act”), the Franchise Disclosure Document for use in the State of Rhode Island is amended as follows:

Item 17 (h) is amended to state that termination of a franchise agreement as a result of insolvency or bankruptcy may not be enforceable under federal bankruptcy law.

Items 17 (c) and (m) are amended to state that any release signed as a condition of transfer or renewal will not apply to any claims you may have under the Rhode Island Franchise Investment Act.

Items 17 (u), (v) and (w) are amended to state that any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Addendum to Disclosure Document
Pursuant to the Virginia Retail Franchise Act

Item 17.h is amended to state that, pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Addendum to Disclosure Document
Pursuant to the Washington Franchise Investment Protection Act

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with us, including areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise.

2. A release or waiver of rights you sign will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.
Exhibit K
Insert Expected Closing Date

Lender
Attention:
Address

Re: [Name of Hotel (City, State) – Facility No. ______]

Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company OR SELECT HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company OR SELECT FOR CANADA: HILTON WORLDWIDE FRANCHISING LP, an English limited partnership ] (“Franchisor”) and ______________________, a ____________ (“Franchisee”) are parties to a franchise agreement dated ________________, including all amendments, riders, supplemental agreements and assignments (collectively, “Franchise Agreement”). Franchisee operates [will operate] the [INSERT] brand hotel [to be] located at ______________________ (“Hotel”) under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mortgage loan in the amount of $________________ dated _________________, as such mortgage loan may be periodically amended, modified, supplemented, extended or restated (“Loan”), from IF LENDER IS NOT A BANK, a [State] [Type of Entity] (“Lender”) to Franchisee IF NOT FRANCHISEE: ______________________, a [State] [Type of Entity] (“Borrower”) to be used IF MULTIPLE PROPERTIES: in part, for the direct benefit of the Hotel.

1. **Cure Period.**

   (a) **Notice of Franchisee Default.** Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

   (b) **Lender’s Cure Periods.** Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee (“Lender’s Cure Period”). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession and/or ownership of the Hotel (each, an “Acquisition”), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender’s Cure Period, for Lender to complete its Acquisition, through foreclosure or other appropriate proceedings (“Additional Period”); provided that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession and/or ownership of the Hotel. On request by Lender, the Additional Period may be further extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender’s action has been stayed or enjoined. If Franchisor has not issued a default notice to Franchisee or Lender has cured Franchisee’s default during
Lender's Cure Period and Lender commences a foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender's notice to Franchisor will be deemed to begin Lender's Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) Franchisor's Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee's default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, "Hilton"); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements, satisfactory to Franchisor in its sole discretion, having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. Acquisition and Assumption.

(a) [DELETE THIS SUBPARAGRAPH 2(a) IF THE HOTEL IS HILTON-MANAGED WITH A FRANCHISE OR FOR PORTFOLIO LOANS IF THE NUMBER OF HOTELS OPERATING UNDER THE SAME BRAND EXCEEDS THE THRESHOLD] Lender's Election to Waive Assumption of Franchise Agreement. Lender may give written notice to Franchisor of Lender's election to waive Lender's right to assume the Franchise Agreement at any time (i) during Lender's Cure Period, or the Additional Period, as the Additional Period may be extended in accordance with Subparagraph 1(b) of this letter agreement, or (ii) within twenty (20) calendar days after the Acquisition. If given, the notice will be effective twenty (20) calendar days after Franchisor's receipt of the notice, and Franchisor may rely on the notice to exercise its remedies against Franchisee under the Franchise Agreement, including termination of the Franchise Agreement. Lender shall not be liable for any termination fees or liquidated damages arising from the early termination of the Franchise Agreement; provided, however, if Lender or its designee is or comes into possession of the Hotel before the notice is effective, then Lender shall be responsible for post-termination de-identification obligations at the Hotel, and for payment of any fees owed to Franchisor pursuant to the Franchise Agreement that accrued while Lender was in possession of the Hotel before the notice is effective, but excluding termination fees or liquidated damages.

(b) Assumption of Franchise Agreement. [DELETE FIRST SENTENCE ONLY IF ¶ 2(a) IS DELETED] If Lender does not give written notice to Franchisor under Subparagraph 2(a), the Franchise Agreement will continue in full force and effect. Lender will be deemed to have assumed the Franchise Agreement as of the date of the Acquisition. Lender will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the Acquisition date, including the payment of fees owed to Franchisor ("Assumption"). Any conditions in the transfer provisions of the Franchise Agreement that Franchisor deems relevant shall apply with respect to the Assumption, including but not limited to the obligation for Lender to submit its ownership structure, organizational documents and evidence of insurance. Lender must, within ten (10) business days after
receipt of a request from Franchisor, provide to Franchisor all information necessary for Franchisor to
determine that Lender is not a Sanctioned Person, as well as the other information reasonably requested.
If Franchisor confirms that Lender is not a Sanctioned Person, Franchisor will promptly prepare
Franchisor’s then-current form assumption agreement (“Assumption Agreement”) to document the
Assumption, and deliver the Assumption Agreement to Lender. Lender must execute and return the
Assumption Agreement to Franchisor within ten (10) business days after receipt from Franchisor.
Lender’s failure to timely execute and deliver the Assumption Agreement may be deemed a default under
the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation
requirements imposed by Franchisor in connection with the Assumption will not exceed those which
Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement.
In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor
a processing fee of Five Thousand Dollars ($5,000). In connection with the Assumption, Lender must
diligently cure all defaults which it could not cure before the Acquisition under the terms of Subparagraph
1(b), within the time period determined by Franchisor based on the nature of the default and/or the
condition of the Hotel at the time of Lender’s Acquisition except for personal and non-curable defaults.
“Personal and non-curable defaults” means that the default (i) occurred before the date of Lender’s
Acquisition; (ii) is a non-curable default; (iii) is purely personal to Franchisee (e.g., failure to provide
adequate notice or past failure to maintain Franchisee’s company status); and (iv) is unrelated to the
operation of the Hotel.

(c) Lender’s Sale to Third Party After Assumption. The transfer provisions of the
Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the
transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change
of ownership application, approval of the third party, and payment of an application fee.

3. Notice to Franchisor. Lender agrees to notify Franchisor (a) contemporaneously with
commencement of any action that may result in an Acquisition, (b) contemporaneously with the filing of a
petition for appointment of a receiver or any other action initiated by Lender that materially impacts
possession of the Hotel, (c) promptly after an Acquisition of the date the Acquisition occurred, or
(d) promptly after Lender no longer has a security interest in the Hotel or the Loan is paid in full, but
Lender’s failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of
this letter agreement under Paragraph 13 [NO ESTOPPEL] 14 [ESTOPPEL]. Lender further agrees to
promptly provide to Franchisor a copy of any order appointing a receiver, or any other judicial or
administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All
notices to Franchisor should be sent to the following address or such other address periodically
designated by Franchisor in writing:

Hilton Worldwide Holdings Inc.
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102

4. Confidentiality and Non-Disclosure. The provisions of this letter agreement shall not
be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees,
directors, officers, agents, regulators, or legal and financial representatives of each of Franchisee, Lender
and Lender’s servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law;
(c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale,
participation or securitization of the Loan by Lender, or a sale of the Hotel after an Acquisition; (e) any
investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates
securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy,
reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or
business, the provisions of this letter agreement.
5. **Franchisee Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

(a) Franchisee hereby certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, a “Claim”), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement.

(b) Franchisee hereby agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

(c) Franchisee hereby agrees that this letter agreement was provided to Lender at Franchisee’s request.

(d) Franchisee hereby fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the “Released Parties”), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist (“Released Claims”), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

(a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. “Sanctioned Person” means any person or entity: (a) who is, or is owned (other than with respect to publicly traded shares) or controlled by, or acting on behalf of the Government of any country subject to comprehensive U.S. sanctions in force and which currently include the Government of Cuba, Iran, North Korea, Sudan, and Syria (“Sanctioned Countries”); (b) located in, organized under the laws of or ordinarily resident in Sanctioned Countries; or (c) identified by any government or legal authority under applicable Trade Restrictions as a person with whom dealings and transactions are prohibited or restricted, including but not limited to persons designated under United Nations Security Council Resolutions, the U.S. Department of the Treasury's Office of Foreign Assets Control (“OFAC”) List of Specially Designated Nationals and Other Blocked Persons; the U.S. Department of State's lists of persons subject to non-proliferation sanctions; the European Union Financial Sanctions List; persons and entities subject to Special Measures regulations under Section 311 of the USA PATRIOT Act and the Bank Secrecy Act.

(b) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated, without the need for further action by Lender or Franchisor.
(c) **IF FOR A LOAN ORIGINATED AT AN EARLIER DATE:** Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession and/or ownership of the Hotel.

(d) **IF LENDER IS NOT A BANK:** Lender hereby represents and warrants in favor of Franchisor that Lender (i) is not a Competitor of Franchisor, (ii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners, and (iii) is solely controlled by [INSERT ENTITY PRIMARILY ENGAGED IN THE BUSINESS OF MAKING LOANS] as of the Effective Date of this letter agreement. Franchisor has entered into this letter agreement based on these representations. Lender acknowledges that any change of control of Lender will be deemed to be an assignment of this letter agreement that is subject to Paragraph 7 [NO ESTOPPEL 8 [ESTOPPEL]. If Franchisor’s consent is required, Franchisor may require that assignor and assignee enter into an Assignment in accordance with Subparagraph 7 [NO ESTOPPEL 8 [ESTOPPEL] (c).

(e) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement.

7. **IF REQUESTED: Franchisor Estoppel.** Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor’s knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no default currently exists under the Franchise Agreement. "Franchisor’s knowledge" means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. "Default" means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. **[IF NEEDED:]** Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default.

8. **Assignment.** This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor’s consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization if Lender (i) directly transfers the Loan to the trustee and (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new “Lender” and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as “Lender” under this letter agreement; but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) **IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT:** any successor administrative agent with respect to the Loan if the successor is a national bank, a state-chartered bank, a commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as “Lender” under this letter agreement gives notice to Franchisor, identifying the new “Lender” and the new address for notice, within thirty (30) days of the transfer, but
Franchisor may, in its discretion, reject any notice that is not sent by Lender, or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan ("Assignee") if (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, a state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans, or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement ("Assignment") and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the management company for the Hotel ("Management") made by Lender or a receiver before an Assumption is subject to Franchisor’s prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

11. **Subordination.** Franchisor acknowledges and agrees that the Franchise Agreement, to the extent that it creates any interest in the Hotel, is and shall be subordinate to the mortgage or deed of trust of Lender placed or to be placed on the Hotel in accordance with the terms of the Loan.

12. **Collateral Assignment.** If the Franchise Agreement is being pledged by Franchisee to Lender as security for Franchisee’s obligations to Lender under the Loan, issuance of this letter agreement evidences Franchisor’s consent to the collateral assignment. Lender’s rights in connection with the Franchise Agreement are governed by the terms and conditions in this letter agreement.

13. **Execution.** Franchisee and Lender must sign three (3) duplicate originals of this letter agreement and return them to Franchisor to the attention of Shelley Weatherbie, Legal Department, 755 Crossover Lane, Memphis, TN 38117. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled, and will provide fully-executed originals for Lender and Franchisee. This letter agreement may be signed in counterparts, each of which will be considered an original.

14. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor's
Lender
Re: Hotel Name – Facility No. ______
Page 7

authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor’s offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in the Hotel, or the Loan is paid in full, (b) Lender transfers the Loan to another entity, unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement, and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with the terms of this letter agreement.

15. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor’s part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement.

Sincerely,

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

Signature Blocks on Following Page
LENDER:

[NAME]

By: ____________________________
Name: __________________________
Title: __________________________
Accepted and agreed to ________________
DATE

FRANCHISEE:

[NAME]

By: ____________________________
Name: __________________________
Title: __________________________
Accepted and agreed to ________________
DATE

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

By: ____________________________
Name: _______Michaele Weatherbie______
Title: _______Authorized Signatory_______
Effective Date: _____________________
FRANCHISOR IF HOTEL IS IN CANADA

HILTON WORLDWIDE FRANCHISING LP,
an English limited partnership

By: HILTON WORLDWIDE MANAGE LIMITED,
   Its General Partner

By: ______________________________

Name: ___________________________

Title: ____________________________

Effective Date: ___________________
Insert: Expected Closing Date

Lender
Attention:
Address
Address

Re:   [Name of Hotel (City, State) – Facility No. ______]

Mezzanine Lender Comfort Letter

Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company OR SELECT HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company OR SELECT FOR CANADA: HILTON WORLDWIDE FRANCHISING LP, an English limited partnership ] ("Franchisor") and ________________, a ____________ ("Franchisee") are parties to a franchise agreement dated ________________, including all amendments, riders, supplemental agreements and assignments (collectively, "Franchise Agreement"). Franchisee operates [ will operate ] the [INSERT brand ] hotel [ to be ] located at _____________________ ("Hotel") under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mezzanine loan in the amount of $_______________, dated _________, as such mezzanine loan may be periodically amended, modified, supplemented, extended or restated ("Loan") from _______ _____ [IF LENDER IS NOT A BANK: , a [State] [Type of Entity] ("Lender") to Franchisee [IF NOT FRANCHISEE: ____________], a [State] [Type of Entity] ("Mezzanine Borrower") [IF MULTIPLE PROPERTIES, in part, ] to be used [IF MULTIPLE PROPERTIES, in part, ] for the direct benefit of the Hotel.

Reference is also made to the mortgage loan from Lender [IF NOT SAME: ________________ ("Mortgage Lender") ] in regard to the Hotel. [IF APPLICABLE: Mortgage] Lender, Franchisor and Franchisee [SELECT: entered into a letter agreement dated ________________ OR are contemporaneously entering into a letter agreement ] containing substantially the same terms as this letter agreement with respect to the mortgage loan ("Mortgage Letter Agreement"). Lender agrees that any and all rights under this letter agreement are subordinate to any and all rights of [IF APPLICABLE: Mortgage] Lender under the Mortgage Letter Agreement as long as the Mortgage Letter Agreement is effective. If, when a notice of default is issued, the notice address for "Lender" under more than one letter agreement is the same, Franchisor's obligation to provide notice to Lender at the address designated in more than one letter shall be satisfied by sending one notice, and multiple notices shall not be required. [IF APPLICABLE: Franchisor shall be entitled to presume conclusively that any and all actions by either Lender or Mortgage Lender are binding on the other.

1.  **Cure Period.**

   (a)  **Notice of Franchisee Default.** Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

   (b)  **Lender’s Cure Periods.** Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee ("Lender’s Cure Period"). If the default is for failure to comply with physical standards or
other non-monetary default which could only be cured by Lender acquiring possession of the Hotel and/or ownership of Franchisee (each, an "Acquisition"), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender's Cure Period, to complete its Acquisition, through UCC sale, foreclosure or other appropriate proceedings ("Additional Period"); provided, that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion within the Additional Period; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession of the Hotel and/or ownership of Franchisee. On request by Lender, the Additional Period may be extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender’s action has been stayed or enjoined. If Franchisor has not issued a default notice to Franchisee, and Lender commences a UCC sale, foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender's notice to Franchisor will be deemed to begin Lender's Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement.

(c) Franchisor’s Rights to Terminate Franchise Agreement. Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee’s default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, “Hilton”); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements satisfactory to Franchisor in its sole discretion having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor's then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. Acquisition and Assumption.

(a) Lender’s Election to Waive Assumption of Franchise Agreement. Lender may give written notice to Franchisor of Lender’s election to waive Lender’s right to assume the Franchise Agreement at any time (i) during Lender’s Cure Period, or the Additional Period, as the Additional Period may be extended in accordance with Subparagraph 1(b) of this letter agreement, or (ii) within twenty (20) calendar days after the Acquisition. If given, the notice will be effective twenty (20) calendar days after Franchisor’s receipt of the notice, and Franchisor may rely on the notice to exercise its remedies against Franchisee under the Franchise Agreement, including termination of the Franchise Agreement. Lender shall not be liable for any termination fees or liquidated damages arising from the
early termination of the Franchise Agreement; provided, however, if Lender or its designee is or comes into possession of the Hotel before the notice is effective, then Lender shall be responsible for post-termination de-identification obligations at the Hotel, and for payment of any fees owed to Franchisor pursuant to the Franchise Agreement that accrued while Lender was in possession of the Hotel before the notice is effective, but excluding termination fees or liquidated damages.

(b) Assumption and Amendment. [DELETE FIRST SENTENCE ONLY IF ¶ 2(a) IS DELETED: If Lender does not waive its right to assume the Franchise Agreement, the Franchise Agreement will continue in full force and effect.] Lender will be deemed to have assumed the rights and obligations of Franchisee under the Franchise Agreement as of the date of the Acquisition, and will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the date of the Acquisition, including the payment of fees owed to Franchisor ("Assumption"). Lender must, within ten (10) business days after Franchisor’s request, provide Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), and deliver any other documents regarding Lender’s ownership structure that Franchisor reasonably requests. If Franchisor confirms that Lender is not a Sanctioned Person, Franchisor will promptly prepare an amendment to the Franchise Agreement ("Amendment") to document the Assumption, and deliver the Amendment to Lender. Lender must execute and return the Amendment to Franchisor within ten (10) business days after receipt from Franchisor. Lender’s failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor a processing fee equal to the permitted transfer fee in the Franchise Agreement. If the Franchise Agreement does not reference a permitted transfer fee, then the processing fee will be Five Thousand Dollars ($5,000). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender’s Acquisition, except for personal and non-curable defaults. “Personal and non-curable defaults” means such default (i) occurred before the date of Lender’s Acquisition; (ii) is a non-curable default; (iii) is purely personal to Franchisee; and (iv) is unrelated to the operation of the Hotel.

(c) Lender’s Sale to Third-Party After Assumption. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party and payment of an application fee.

3. Notice to Franchisor. Lender agrees to notify Franchisor (a) contemporaneously with the commencement of any action that may result in an Acquisition; (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel; (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the equity ownership of Franchisee or the Loan is paid in full, but Lender’s failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 11 [NO ESTOPPEL] 12 [ESTOPPEL]. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Hilton Worldwide Holdings Inc.
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102

{000011-002419 00255458.DOC; 1}
4. **Confidentiality and Non-Disclosure.** The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender’s servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, participation or securitization of the Loan by Lender, or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business the provisions of this letter agreement.

5. **Franchisee Estoppel and Release.** As consideration for this letter agreement relating to the Loan, Franchisee hereby:
   (a) certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, “Claim”), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement.
   (b) agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.
   (c) agrees that this letter agreement was provided to Lender at Franchisee’s request.
   (d) fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the “Released Parties”), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney's fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist (“Released Claims”), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release.** As consideration for this letter agreement relating to the Loan:
   (a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. “Sanctioned Person” means any person or entity: (a) who is, or is owned (other than with respect to publicly traded shares) or controlled by, or acting on behalf of the Government of any country subject to comprehensive U.S. sanctions in force and which currently include the Government of Cuba, Iran, North Korea, Sudan, and Syria (“Sanctioned Countries”); (b) located in, organized under the laws of or ordinarily resident in Sanctioned Countries; or (c) identified by any government or legal authority under applicable Trade Restrictions as a person or entity with whom dealings and transactions are prohibited or restricted, including but not limited to persons or entities designated under United Nations Security
Council Resolutions, the U.S. Department of the Treasury’s Office of Foreign Assets Control ("OFAC") List of Specially Designated Nationals and Other Blocked Persons; the U.S. Department of State’s lists of persons subject to non-proliferation sanctions; the European Union Financial Sanctions List; persons and entities subject to Special Measures regulations under Section 311 of the USA PATRIOT Act and the Bank Secrecy Act.

(b) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated without the need for further action by Lender or Franchisor.

(c) [IF FOR A LOAN ORIGINATED AT AN EARLIER DATE: Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession of the Hotel and/or ownership of Franchisee.

(d) [IF LENDER IS NOT A BANK: Lender hereby represents and warrants in favor of Franchisor that (i) is not a Competitor of Franchisor, (ii) does not own any equity interest in Franchisee or its constituent owners, and (iii) is controlled by [INSERT ENTITY OWNING LENDER] as of the Effective Date of this letter agreement. Franchisor has entered into this letter agreement based on these representations. Lender acknowledges that any change of control of Lender will be deemed to be an assignment of this letter agreement that is subject to Paragraph 7 [NO ESTOPPEL] 8 [ESTOPPEL]. If Franchisor’s consent is required, Franchisor may require that assignor and assignee enter into an Assignment in accordance with Subparagraph 7 [NO ESTOPPEL] 8 [ESTOPPEL] (c).

(e) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement.

7. [IF REQUESTED: Franchisor Estoppel. Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor’s knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no default currently exists under the Franchise Agreement. “Franchisor’s knowledge” means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. "Default" means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. [IF QUALIFIER NEEDED] Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default].

8. Assignment. This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor’s consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization if Lender (i) directly transfers the Loan to the trustee and (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new “Lender” and the new address for notice. If Lender fully complies with the provisions of this
Subparagraph, Franchisor will recognize the trustee as “Lender” under this letter agreement but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) **[IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT:]** any successor administrative agent with respect to the Loan if the successor is a national bank, state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S. and the administrative agent identified as “Lender” under this letter agreement gives notice to Franchisor, identifying the new “Lender” and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan (“Assignee”) if (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans, or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement (“Assignment”) and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the management company for the Hotel (“Management”) made by Lender or a receiver before an Assumption is subject to Franchisor’s prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

11. **Execution.** Franchisee and Lender must sign three (3) duplicate originals of this letter agreement and return them to Franchisor to the attention of Shelley Weatherbie, Legal Department, 755 Crossover Lane, Memphis, TN 38117. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled, and will provide fully-executed originals for Lender and Franchisee. This letter agreement may be signed in counterparts, each of which will be considered an original.

12. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor’s
authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor’s offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in Franchisee or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with this letter agreement.

13. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor’s part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement.

Sincerely,

HILTON FRANCHISE HOLDING LLC  
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

Signature Blocks on Following Page
LENDER:

[NAME]

By: ________________________________
Name: ______________________________
Title: ______________________________
Accepted and agreed to ______________________________

DATE

FRANCHISEE:

[NAME]

By: ________________________________
Name: ______________________________
Title: ______________________________
Accepted and agreed to ______________________________

DATE

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC

By: ________________________________
Name: Michaele Weatherbie
Title: Authorized Signatory
Effective Date: ______________________________
FRANCHISOR IF HOTEL IS IN CANADA

HILTON WORLDWIDE FRANCHISING LP, 
an English limited partnership

By:  HILTON WORLDWIDE MANAGE LIMITED, 
    Its General Partner

By:  
Name:  
Title:  ___ Authorized Signatory___
Effective Date:  

(000011-002419 00255458.DOC; 1)
EXHIBIT L
RECEIPT

Hilton Franchise Holding LLC
HAMPTON

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hilton Franchise Holding LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Rhode Island requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Hilton Franchise Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit I.

The franchisor is Hilton Franchise Holding LLC, located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Its telephone number is 703-883-1000.

Issuance date: March 30, 2017

The franchise seller for this offering is [name] ______________________, [title] ______________________, [address], __________________________________, [telephone number] ________________________.

Hilton Franchise Holding LLC authorizes the respective state agencies identified on Exhibit I to receive service of process for it in the particular state.

I received a disclosure document dated March 30, 2017 that included the following Exhibits:

Exhibit A  List of Franchised Hotels as of December 31, 2016
Exhibit B  List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest during 2016
Exhibit C  Financial Statements
Exhibit D  Franchise Agreement and Addendum
Exhibit D-1  State Addenda to Franchise Agreement
Exhibit D-2  Development Incentive Promissory Note
Exhibit E  Guaranty of Franchise Agreement
Exhibit F  Franchise Application
Exhibit G  Hilton Information Technology System (HITS) Agreement
Exhibit H  Manual Table of Contents – Brand Standards
Exhibit I  State Administrators and Agents for Service of Process
Exhibit J  State Addenda to Disclosure Document
Exhibit K  Lender Comfort Letter Forms
Exhibit L  Receipt
PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

____________________________________
(Name of Entity)

By: ____________________________________
(Signature)

Printed Name: __________________________
Title: _________________________________
Date: _________________________________

If an individual:

____________________________________
(Signature)

____________________________________
(Printed Name)

Date: _________________________________

CITY/STATE OF PROPOSED HOTEL(S):

____________________________________

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO:
RECEIPT
Hilton Franchise Holding LLC
HAMPTON

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hilton Franchise Holding LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Hilton Franchise Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit I.

The franchisor is Hilton Franchise Holding LLC, located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Its telephone number is 703-883-1000.

Issuance date: March 30, 2017

The franchise seller for this offering is [name] ______________________, [title] ______________________, [address], ______________________, [telephone number] ______________________.

Hilton Franchise Holding LLC authorizes the respective state agencies identified on Exhibit J to receive service of process for it in the particular state.

I received a disclosure document dated March 30, 2017 that included the following Exhibits:

Exhibit A List of Franchised Hotels as of December 31, 2016
Exhibit B List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest during 2016
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Exhibit H Manual Table of Contents – Brand Standards
Exhibit I State Administrators and Agents for Service of Process
Exhibit J State Addenda to Disclosure Document
Exhibit K Lender Comfort Letter Forms
Exhibit L Receipt
PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

____________________________________
(Name of Entity)

By: __________________________________
(Signature)

Printed Name: _________________________
Title: _________________________________
Date: ________________________________

If an individual:

____________________________________
(Signature)

____________________________________
(Printed Name)

Date: ________________________________

CITY/STATE OF PROPOSED HOTEL(S):

________________________________________________

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO: