HAMPTON BY HILTON
FRANCHISE DISCLOSURE DOCUMENT
BRAZIL

HILTON WORLDWIDE MANAGE LIMITED
a Limited Company
Formed Under the Laws of England and Wales
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Dated: July 31, 2019

TABLE OF CONTENTS

PART I THE FRANCHISOR AND ITS RELATED COMPANIES 1

PART II FINANCIAL STATEMENTS 2

PART III LITIGATION 2

PART IV THE LICENSE 2

PART V THE IDEAL FRANCHISEE 3

PART VI OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 3

PART VII INITIAL FEES AND ESTIMATED INITIAL INVESTMENT 4

PART VIII PERIODIC AND OTHER FEES 11

PART IX FRANCHISEE INFORMATION 25

PART X TERRITORY 25

PART XI RESTRICTIONS ON SOURCES OF GOODS, SERVICES AND MATERIALS 26

PART XII FRANCHISOR'S SERVICES 29

PART XIII STATUS OF TRADEMARKS AND PATENTS BEFORE INPI 35

PART XIV CERTAIN OF FRANCHISEE'S RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRATION 36

PART XV FRANCHISE AGREEMENT AND OTHER AGREEMENTS 37

Table of Exhibits

Exhibit A	List of Franchisees as of December 31, 2018
Exhibit B	List of Franchisees Terminated, Canceled, Not Renewed or with Changes in Controlling Interest in 2018
Exhibit C	Financial Statements
Exhibit D	Franchise Agreement and Addendum
Exhibit D-1	Development Incentive Note
Exhibit E	Guaranty of Franchise Agreement
Exhibit F	Hotel Project Application
Exhibit G	Information Technology System Agreement (HITS Agreement)
Exhibit H	Receipts

PART I
THE FRANCHISOR AND ITS RELATED COMPANIES

To simplify the language in this Franchise Disclosure Document ("Disclosure Document"), "we" or "us" means Hilton Worldwide Manage Limited, the Franchisor. "You" means the person(s) who signs the Franchise Agreement, the Franchisee. If you are a corporation, partnership, limited liability company or other entity, "you" also includes both the business entity and its owners. Capitalized terms not defined in this Disclosure Document have the meaning set forth in the Franchise Agreement attached as Exhibit D. All dollar amounts stated in this Disclosure Document are US Dollars, unless stated otherwise.

We are a limited company formed on December 7, 2010, under the laws of England and Wales, with registered number 7462067. For the purpose of this offering, we do business under the name "Hampton." Our principal business and registered office address is Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire, UK WD24 4QQ, and our telephone number is +44 207 856 8000.

We became the franchisor of hotels which operate under the Hampton by Hilton, Hampton Inn, Hampton Inn by Hilton, Hampton Inn & Suites and Hampton Inn & Suites by Hilton brands (collectively, the "Hampton Brand" or "Brand") for all locations outside the United States of America, including the District of Columbia and its territories and possessions ("US") in January 2018, except in Canada, China, Russia and a limited number of other territories.

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.

We are also the franchisor outside of the US for all of the other brands affiliated with Hilton Worldwide.

Our immediate predecessor, Hilton Worldwide Franchising LP, a limited partnership formed under the laws of England and Wales with registered number LP015958 on March 12, 2014, was the franchisor of hotels which operate under the Hampton Brand for all locations outside the US from July 2014 through December 2017. Its predecessor, Hampton Inns International Franchise LLC, a Delaware limited liability company, offered Hampton Brand franchises for all locations outside the US from October 2007 through June 2014.

Our affiliate, Hilton Franchise Holding LLC, a Delaware limited liability company, formed in September 2007, has offered franchises for Hampton Brand hotels in the US since March 30,

2015. Its predecessor, Hampton Inns Franchise LLC, a Delaware limited liability company, offered franchises for Hampton Brand hotels in the US from October 2007 to March 29, 2015.

Before that time, Promus Hotel Systems, Inc., a Delaware corporation formed in May 1995 ("Promus") licensed, owned and operated Hampton Brand hotels both inside and outside of the US from May 1995 to October 2007. During that period, Hilton acquired Promus's indirect corporate parent and became the ultimate parent of Promus and its affiliates in December 1999. Predecessors of Promus had offered franchises for Hampton Inn hotels beginning in 1983, and for Hampton Inn and Suites hotels beginning in 1993.

We have provided development and management services to selected hotels outside the US since July 2014, and will continue to do so in addition to our duties as the franchisor for all Hilton Worldwide Brands for all locations outside the US, except in Canada, Russia and a limited number of other territories.

PART II
FINANCIAL STATEMENTS

A copy of our audited Strategic Report, Report of the Directors and Financial Statements for the year ended December 31, 2018 (the "Financial Statements") is attached in Exhibit C. The Financial Statements compare fiscal years 2017 and 2018. A copy of our previous audited Strategic Report, Report of the Directors and Financial Statements for the year ended December 31, 2017 (the "Prior Financial Statements") is also attached in Exhibit C. The Prior Financial Statements compare fiscal years 2016 and 2017.

For fiscal year 2017, we restated our results due to changes in accounting standards as described in the Notes to the Financial Statements. This restatement resulted in a decrease in our reported total assets from $1,854,350,980 to $1,848,729,809. There was no change in our reported share capital.

For fiscal year 2016, we reported both Turnover and Gross Profit over $400,000,000. We also reported an operating loss of $472,207,707 due to one-time events that included a group restructuring, an intercompany loan rationalization program, and a capital reduction (as summarized on Page 2 and detailed within the Financial Statements). We do not believe these one-time events have had any material effect on our ability to perform our obligations as the franchisor.

PART III
LITIGATION

We and our controlling companies are not involved in any pending litigation specifically questioning the franchising system or that might directly result in the inability to operate the franchise.

PART IV
THE LICENSE

We franchise the non-exclusive right to use the Hampton by Hilton hotel system ("System"), which consists of the elements, including know-how, which we periodically designate to identify hotels operating worldwide under the Brand, designed to provide distinctive, high-quality hotel service

to the public at moderate prices. The System currently includes the Brand and 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, as that term is defined in our current form of Franchise Agreement 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. You must follow the high standards we establish for the System and you may be required to make future investments.

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 identified as a category on the Franchise Application. It is a form of Conversion.

PART V
THE IDEAL FRANCHISEE

The ideal franchisee would have substantial management or ownership experience in the guest lodging industry. The ideal franchisee must also understand branding and the brand management model and why it is important to work with the systems and processes that we establish. No particular educational background is necessary.

PART VI
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 (the “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 and 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. If your Management Company resigns or is terminated, 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.

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 license 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 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. A "Competing Brand" means a hotel brand or trade name that, in our sole business judgment, competes with the System or any Brand Hotel or 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 do not require you or your Management Company 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 Network Hotels (as defined in the Franchise Agreement). You must not copy or disclose any confidential or proprietary materials.

We may require a Guaranty of the Franchise Agreement. Each required guarantor must sign a Guaranty. A copy of the form Guaranty is attached as Exhibit E.

PART VII
INITIAL FEES AND ESTIMATED INITIAL INVESTMENT

Initial Fees

You must complete a Hilton Worldwide Franchise Application ("Application") for a Brand hotel, whether for New Development, Conversion, Change of Ownership, or Re-licensing. The Application form may also list Adaptive Reuse, which is a type of Conversion. When you submit the Application to us, you must pay an initial fee ("Application Fee"). 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 also pay outstanding royalties and other fees due under the prior franchise agreement relating to the System Hotel. If you are applying for Change of Ownership, Re-licensing or Conversion, we may require that you also pay a Product Improvement Plan ("PIP") Fee for us to determine the renovation or remodeling requirements needed to bring the Hotel to Brand Standards. Other initial fees and costs are outlined in the following table, estimated based on the room count shown below:

ESTIMATED INITIAL INVESTMENT
HAMPTON (134 ROOMS)

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Application Fee Note 1	$75,000	Lump Sum	With Hotel Project Application	Us

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Product Improvement Plan Note 2	$0 to $5,000	Lump Sum	As Arranged	Us
Market Study Note 3	Varies	As arranged	As Arranged	Supplier
Environmental Assessment Note 4	Varies	As Arranged	As Arranged	Seller
Real Property Note 5	Varies	As Incurred	As Incurred	Suppliers
Construction/Leasehold Improvements Note 6	$5,000,000 to $6,500,000	As Incurred	As Incurred	Suppliers
Designer and Engineering Fees	$235,000 to $300,000	As Incurred	As Incurred	Suppliers
Furniture, Fixtures and Equipment Note 7	$1,500,000	As Incurred	As Incurred	Suppliers
Inventory and Operating Equipment Note 8	$60,000 to $120,000	As Arranged	Before Opening	Suppliers
Signage Note 9	$25,000 to $90,000	As Incurred	As Incurred	Suppliers
Computer Hardware and Software Notes 10	$55,335 to $210,000	Cash, Check or Wire Transfer	45 days before opening	Affiliates and Suppliers
Guest Internet Access Program Note 10	$63,382 to $130,918	Cash, Check or Wire Transfer	45 days before opening	Suppliers
Delphi Sales and Events System Note 10	$2,500 to $15,000	As Required	As Incurred	Supplier
Required Pre-Opening Training Note 11	$5,000 to $15,000	As Incurred	As Incurred	Affiliates and Suppliers
Accessibility Consultant Fee Note 12	$2,500 to $10,000	Lump Sum	On Request	Us or Supplier
Construction/Renovation Extension Fees Note 13	$0 to $10,000	Lump Sum	When Requested	Us
Insurance Note 14	Varies	As Required	As Required	Agent/Insurer
Organizational Expense Note 15	$50,000 to $113,000	As Agreed	As Agreed	Accountant Attorney
Permits, Licenses and Governmental Fees Note 16	$130,000	As Arranged	Before Opening	Suppliers
Miscellaneous Pre-Opening and Project Management Expenses Note 17	$100,000 to $500,000	As Incurred	As Incurred	Suppliers

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment is to be Made
Contingencies Note 18	$588,230 to $688,600	As Incurred	As Agreed	Suppliers
Additional Funds Note 19	$150,000 to $350,000	As Incurred	As Agreed	Suppliers
Other Required Pre-Opening Services Fees Note 20	$0	Not Applicable	Not Applicable	Not Applicable
TOTAL Note 21	**$8,041,947 to $10,762,518** THESE FIGURES DO NOT INCLUDE REAL ESTATE COSTS, MARKET STUDIES, INSURANCE, INTEREST, TAXES, TARIFFS OR IMPORT DUTIES, OR SEPARATELY IDENTIFY THE COST OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP.			

NOTES

Note 1 – The Application Fee for new development is $75,000 plus $400 for each additional guest room over 250. If you increase the proposed number of guest rooms for the Hotel after your Application is approved and before the opening of the Hotel, you must obtain our approval and pay us any additional Application Fee amount owed as if you had included those additional rooms as part of your original Application. If you withdraw your Application before we approve it, or we deny your Application, we will refund the Application Fee without interest, less a $7,500 processing fee. Once we approve your Application, the Application Fee is non-refundable, even if we subsequently terminate our approval.

Note 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 Product Improvement Plan (PIP) fee to determine the updating requirements for the Hotel. In rare situations which probably do not apply to you, we may waive the PIP fee. We occasionally apply the PIP fee towards the payment of your Application Fee.

Note 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.

Note 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.

Note 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.

Note 6 – 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.

Note 7 – This is an estimate for the total cost of furnishing a Brand 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, restaurants, lounges and supporting facilities. Estimates for new hotels include the cost of furniture, fixtures and equipment for guest rooms, corridors, restaurants, lounges, health clubs, all public areas, telephone systems, 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 our Brand Standards.

Note 8 – 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.

Note 9 – 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.

Note 10 – You must acquire and install hardware and software for the required computer systems, including the HSPMS system, Guest Internet Access system, Connected Room system, Guest Facing Workstations/Business Center, and the Delphi Sales and Events System. You must also pay any related taxes, tariffs and duties for the importation of the computer equipment into Brazil. The operating costs during the initial period are included in the Additional Funds line above. See Part VIII for additional details.

HSPMS Hardware and Software. You must use authorized hardware and software for the HSPMS system. This system utilizes some components from third party providers and some components from our affiliate, HSS, which integrate together. You may purchase the hardware from our preferred providers, or you may purchase or lease it through other (non-preferred) third-party vendors. If you acquire the hardware from another (non-preferred) third-party vendor, you must also pay HSS for its reasonable expenses in determining that it conforms to our specifications. You must also pay for all necessary communications vehicles for HSPMS (wide area connections, electronic mail, and internet connections), along with the installation and configuration costs, and travel and other expenses of the employees and vendors who perform the installation and

configuration services. The HSPMS software package utilizes software components from third-party vendors and software components from HSS. Currently, a portion of your Monthly Program Fee pays for certain HSPMS software license fees and software maintenance fees. The software components that you license from HSS are proprietary to HSS. Because of this, HSS is the only supplier of these components. We may periodically change any elements or components within the HSPMS system. We are not able to determine and disclose a separate market price for HSPMS because there is no third-party market for HSPMS in its entirety. These computer system fees are not refundable.

About 90 to 120 days before your Hotel opens, you must sign the agreement for HSPMS and/or other related agreements we require, which will govern your access to and use of the HSPMS system. The current HITS Agreement is attached as Exhibit G. You must also purchase certain software licenses such as Windows Server operating systems and related client access licenses, database applications, and virus detection and removal tools. Where applicable, these licenses must be purchased through existing enterprise agreements HSS has in place with vendors such as Microsoft. HSS will invoice the Hotel for such purchases. You may purchase other software not covered by enterprise agreements from other third-party suppliers. Costs of these licenses may vary based on the number of users or computers at your Hotel and other factors.

You must have one or more Systems Implementation Consultants ("SICs") on site for your Hotel's opening. HSS determines the number of SICs and the number of days they will be on site based on size and type of hotel. Any delays in opening will cost $700 per SIC per day for each additional day, plus the SICs' travel expenses. If the delay results in the departure and re-scheduling of the SICs' on-site service period, a $2,000 re-scheduling fee would be charged plus the SICs' additional travel expenses. These fees are not refundable

You must update and upgrade ("refresh") the HSPMS system at least every 3 years. We may also require you to refresh the HSPMS system in connection with a Change of Ownership or Relicensing, when a new franchise agreement is signed. We anticipate that cost of this to be the same or less than the cost of the original installations (but not including any elements that were needed for the original installation only).

For the operation of any other business computer systems outside of HSPMS, including but not limited to financial or accounting systems, point of sale, telephone systems, inventory, spa and health club memberships, you are able to contract with the supplier of your choice for both the hardware and software, subject to meeting our Standards on features and functionality. The only restriction would be where such hardware and software need to interface to HSPMS. In those instances, your choice of supplier would be restricted to those that have a working interface to HSPMS. The hardware, software, and interfaces must be installed by, and fees must be paid to, the respective vendors you choose.

Guest Internet Access Hardware and Software. Currently, our approved Guest Internet Access program is called "StayConnected." You must install certain hardware and software, an internet access circuit, and subscribe to an internet access service to meet this requirement. The hardware and software for Guest Internet Access will be provided by, installed by, and maintained by our preferred providers. You may purchase the necessary hardware from a preferred provider, or we may permit you to purchase or lease it through other (non-preferred) third-party vendors. In addition to the hardware and software costs, you must pay for all necessary communication vehicles (phone lines, network connections), installation and configuration costs, and travel and other expenses of the vendors who perform the installation and configuration services. The estimate shown here includes Guest Internet Access hardware, software, installation, and certain

other costs and fees, excluding taxes or structured cable and cabling installation. If we permit you to acquire the hardware from another (non-preferred) third-party provider, you must also pay HSS for its reasonable expenses in determining that the hardware conforms to the required specifications.

You must refresh the Guest Internet Access system at least every 4 years. We may also require the Guest Internet Access system to be refreshed in connection with a Change of Ownership or Relicensing, when a new franchise agreement is signed. We anticipate that cost of this to be the same or less than the cost of the original installation (but not including any elements that were needed for the original installation only).

Connected Room. You must install our "Connected Room" system, which enables streaming media and permits guests to use their smart phones and other personal mobile devices to control their guest room television and other conveniences such as lighting and temperature using the Hilton Honors App. This system requires a control module that is connected to each in-room television along with certain electrical fixtures such as light switches and thermostats, which you must purchase from us or our approved vendors. The cost of each control module is currently $150, and the cost of the electrical fixtures is competitive with equivalent standard fixtures. These costs are paid before opening. You must also have a maintenance and support contract from us or an approved vendor, which currently costs $1 to $2 per control module per month. The Connected Room system is not part of the HSPMS system but the total estimated cost per hotel is included within the total estimated cost ranges for the HSPMS Hardware, Software, and Maintenance costs shown above (and in Part VIII (Periodic and Other Fees)). These costs are normally not refundable.

Guest Facing Workstations/Business Center. Your Hotel must have computer workstations and printers available for guest use, free-of-charge, in either a traditional business center or in an open zone in the lobby, in accordance with our Standards. The number of required workstations varies by the size of the hotel. You must obtain specified hardware, software and ongoing support from our approved suppliers. We are not obligated to provide any maintenance or updates for this center. You must maintain and update the center at your cost to remain in compliance with the Standards. There are no limits on the frequency or cost of this obligation. We will not have independent access to any information that will be generated by or communicated through this center.

Delphi Sales and Events System. You must also use Delphi.fdc, a cloud-based sales and events system, powered by Amadeus Hospitality, a third-party vendor. 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 as shown in Part VIII (Periodic and Other Fees). The number of users varies by hotel and there is no established average. Therefore, we cannot estimate these ongoing costs during the initial period.

Digital Floor Plan. You must pay for the preparation of a digital floor plan for your Hotel. HSS will have the digital floor plan prepared by a local 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. The current fee is $2,000 and is paid to HSS before the opening of your Hotel. This fee is not refundable.

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.

Note 11 – We will provide the required training programs described in Part XII 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. We are beginning to utilize 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.

Note 12 – If you want to engage in a Permitted Transfer, Conversion, Re-licensing or Change of Ownership Transfer for your Hotel, you may be required to complete an independent survey conducted by a consultant to determine your Hotel's compliance with accessibility requirements for disabled persons.

Note 13 – Your Franchise Agreement contains a deadline by which construction or renovation work must begin. After the expiration of any automatic extensions without a fee, you may request a further extension of this deadline and must pay the applicable fee if we approve your request.

Note 14 – 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.

Note 15 – Actual cost depends on work done by an accountant and attorney, and standard regional rates.

Note 16 – The licenses and permits you must obtain to operate your Hotel vary depending on the requirements of the municipality or other political subdivision in which the Hotel is located. You must reimburse us for the costs we incur in obtaining registration of the Franchise Agreement with the Brazilian National Institute of Industrial Property and the Brazilian Central Bank, or any other similar governmental or other filings related to the Franchise Agreement. These costs may include translation costs of the Franchise Agreement and filing materials. See Part VIII and Section 16.22 of the Franchise Agreement.

Note 17 – You will incur pre-opening expenses for salaries and wages; personnel training; sales; administrative and general expenses; project management; technical services; advertising; and opening festivities. Because there are so many variables for an existing hotel, we cannot estimate these pre-conversion expenses for a franchisee converting an existing hotel.

Note 18 – "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. You should assume it will be at least 10% of construction costs.

Note 19 – 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.

Note 20 – Currently, this fee is not applicable for the Hampton brand.

Note 21 – In compiling these estimates, we relied on Hilton's 60+ years of experience in operating or franchising hotels. All amounts are stated in US Dollars, and are current as of the date of this Disclosure Document, but may have changed since that time. We cannot reasonably estimate the likelihood or magnitude of any such changes. We also have experience gained from franchising Brand hotels internationally, but we lack relevant and reliable information to provide estimates of the initial investment to develop a Brand hotel in all countries. In particular we do not have any specific initial investment information about establishing a franchised Hampton hotel in Brazil. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We encourage you to independently investigate the costs as they will specifically affect your investment. DO NOT RELY ON THESE NUMBERS WHEN MAKING A DECISION ABOUT INVESTING IN A FRANCHISE WITHOUT FIRST INVESTIGATING COMPARABLE COSTS BASED ON YOUR EXPERIENCE WITH THE LOCAL BRAZIL MARKET. The expenses shown in these charts are estimated 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.

PART VIII
PERIODIC AND OTHER FEES

Type of Fee (1)	Amount	Due Date	Remarks
GENERAL			
Monthly Royalty Fee	5% of Gross Rooms Revenue.	Payable monthly by the 15th day of the following month.	Payment must be accompanied by our standard schedule showing computation of the fee for the month in question. See Note 2.
Monthly Program Fee	4% of Gross Rooms Revenue.	Payable monthly by the 15th day of the following month.	Payment must be accompanied by our standard schedule showing computation of the fee for the month in question. We can change the Monthly Program Fee. See Notes 2 and 3.
Room Addition Fee	Currently, $400 per additional guest room, multiplied by the number of additional guest rooms.	Due with application for approval.	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.
COMPUTER SYSTEMS			
HSPMS Additional Rooms Fee	Currently, $45 per additional guest room/suite.	When additional guest rooms/suites are completed.	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. Currently, a portion of your Monthly Program Fee pays for this cost.

Type of Fee (1)	Amount	Due Date	Remarks
HSPMS Connectivity Fees	Currently, between $1,000 and $4,000 per month.	Billed monthly.	Fee is determined by the number of workstations and other HSPMS equipment at your Hotel.
HSPMS Interface Fees	Currently, $2,250 per additional interface.	As agreed.	Payable if you add an additional HSPMS interface after Hotel opening. Currently, a portion of your Monthly Program Fee pays for this cost.
HSPMS Hardware Maintenance Support Fees	Currently, 15% to 25% of the actual hardware cost per year.	Billed monthly by the 15th day of the following month.	This cost is determined by the number of workstations and other HSPMS equipment at your Hotel. This range also includes the maintenance and support cost for the Connected Room system.
HSPMS Software Maintenance Fees	Currently, a portion of your Monthly Program Fee pays for your software maintenance costs.	Not applicable.	If billed, this cost is determined by the number of rooms and HSPMS interfaces at your Hotel.
HSPMS Email Fees	Currently, $7.92 per user per month for all users and $12.50 per month for delivery to authorized mobile devices.	Billed quarterly.	You must have 3 email accounts.
Delphi Sales and Events System	Currently, $798 per user per year.	Payable annually with invoice.	See Note 4.
Guest Internet Access Circuit	Currently, $1,750 to $5,700 per month.	Billed monthly.	You must install a Guest Internet Access Circuit that meets our specifications and pay for the ongoing cost of using the circuit from a preferred provider. You must arrange for procurement of the monthly service for the required dial-in line locally. The cost will depend on the circuit size, type and physical location of your Hotel. See Note 5.
Guest Internet Access Service	Currently, $750 to $3,000 per month.	Billed monthly.	You must purchase this service from a preferred provider. The cost will depend on your Hotel's size and number of meeting rooms. This estimate includes the connection and monthly service for the required dial-in line, 24x7 call center support and equipment break-fix maintenance. See Note 5.
GUEST ASSISTANCE & QUALITY ASSURANCE PROGRAMS			
Guest Assistance Program: Customer Satisfaction Guarantee	Currently, $300 per handled transaction for Hilton Honors Diamond members, $250 per handled	Within 48 hours of receipt of invoice.	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

Type of Fee (1)	Amount	Due Date	Remarks
	transaction for Hilton Honors Gold members and $200 per handled transaction for all other guests.		handling fee. We may change the maximum guest rebate amount or increase the handling fee.
Guest Assistance Program: Price Match Guarantee	Hotels must honor a 25% discount off the lower rate on all approved claims.	When the stay is consumed.	The 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. The fee is subject to change. In addition, we may modify the amount provided and the method of payment to the guest.
Guest Assistance Program: First Contact Resolution	Currently, $15 administrative fee.	Within 10 days of billing.	Payable if more than 5 files are created in a month by Guest Assistance to resolve guest complaints about products, services or cleanliness. You pay the cost of any compensation we provide to a guest to resolve the complaint, even if the fee does not apply.
Guest Assistance Program: Online Complaints	$25 per complaint administrative fee.	As invoiced.	If a hotel does not respond to a guest complaint or negative comment on certain designated websites or social media platforms within 24 hours, Guest Assistance will respond to the guest and this fee will be due. This program and fee are subject to change.
Quality Assurance Re-evaluation Fee	Currently, $460 to $2,750 per re-evaluation visit.	Within 10 days of billing.	Payable each time we conduct an on-site quality assurance evaluation after your hotel has failed the previous quality assurance evaluation. The cost will be determined at $10 per available room and capped at $2,750. You must also provide complimentary lodgings for the quality assurance auditor during the evaluation.
Quality Assurance Special Re-evaluation Fee	Currently, $2,750 per re-evaluation visit.	Within 10 days of billing.	Payable each time we conduct a special on-site quality assurance evaluation ("Special"). We may conduct a Special: (a) to verify a default has been cured; (b) to verify that a PIP has been completed; (c) any time after your Hotel has failed two quality assurance evaluations in any calendar year; (d) if your Hotel fails its opening inspection; or (e) if your Hotel fails its previous Special. You must also provide complimentary lodgings for the quality assurance auditor during the evaluation.
CONFERENCES & TRAINING			
Brand Conference	Currently, $1,500 per attendee.	Before attendance.	Your general manager must attend the Brand conference, which is usually held biennially. We select the dates, location and duration of the Brand conference, which will vary from year to year. You must also bear the cost of wages,

Type of Fee (1)	Amount	Due Date	Remarks
			travel, lodging and other expenses of your general manager and any other attendees.
General Manager Training	Currently, $1,550 per attendee.	Before attendance.	Your general manager must attend and successfully complete this virtual learning program on Brand resources and support, currently called our General Manager Bright and Happy Start Program, within 90 days of Hotel opening, or within 150 days of hire.
Sales Skills Training	Currently, $1,000 per attendee.	Before attendance.	Sales Professionals or a designated representative must attend and successfully complete this 8-week virtual blended learning program, currently called our Core Sales Skills Training within 90 days of Hotel opening, or within 150 days of hire. This training is mandatory for all directors of sales and sales managers.
Training Programs and Training Materials	Varies from $0 to $5,000 per attendee per program.	Before class or material delivery.	In some cases, you must pay wages, travel, lodging and other miscellaneous expenses of your attendees, or the expenses of our trainers. Some training programs are mandatory and other training programs are optional. See Part XII.
Pre-Opening Kit	Currently, $1,800 per hotel.	As invoiced.	The Pre-Opening Kit includes startup materials that are sent to the Hotel at approval, at start of construction, and before initial operations consultation.
FREQUENT CUSTOMER, AFFILIATION & DISTRIBUTION PROGRAMS			
AAA/CAA Discounts & Rewards Program: Member Direct	Currently, 10% commission.	If invoiced, within 15 days. If through Automated Clearing House ("ACH"), by the 12th business day of each month.	Payable for each consumed stay booked through the dedicated AAA/CAA "member-direct" line at Hilton Reservations & Customer Care.
Hilton Advance Program	Currently, 1.35% of eligible Digital Direct Revenue, not to exceed $30 per stay.	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of the month.	We anticipate that this program will be implemented in the future. It is intended to help drive bookings through Hilton's online direct booking channels using lower-funnel marketing activities, search engine optimization, social media platforms, and other methods. Digital Direct Revenue is all Gross Rooms Revenue from bookings made through our online direct booking channels such as Hilton websites and mobile apps. See Note 1.
FastPay (Centralized Group Meeting Payment Program)	Currently, $0.18 per transaction and a support fee of $0.42 per transaction, plus the applicable commission. If we increase these fees this year, the combined total will	If invoiced, within 15 days. If ACH, on the 12th business day of each month.	This required program centralizes and automates third-party group and meeting planner commissions into one payment for all participating hotels. It may also perform reconciliation services for these payments. We may determine the items that are commissionable, the third parties eligible to be paid, and the commission percentage(s) paid through this program, all of which are subject to

Type of Fee (1)	Amount	Due Date	Remarks
	not exceed $1.40 per transaction, plus commission.		change based on market conditions and other factors.
Group Preferred Partnership Program	Currently, $1.25 per transaction, plus the applicable commission. If we increase this fee this year, it will not exceed $2.50 per transaction, plus commission.	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.	This optional program provides additional access to select top group intermediary customers, including participation in marketing and promotions designed to drive incremental business.
Frequent Traveler/Guest Reward Program	Currently, 4.9% of total eligible guest folio. This fee is waived for stays in which the guest is enrolled on-property in Hilton Honors.	10 days after billing.	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 6.
Hilton Honors Event Planner Bonus Program	Currently, $0.005 per Hilton Honors bonus point awarded.	As incurred.	This is an optional commercial incentive program. It enables hotels to award Hilton Honors bonus points to an event planner for a group booking (or as otherwise specified in the group booking contract) in addition to points earned by individual guests in the group. Hotels must opt-in during an annual enrollment period to participate. New hotels may enroll on opening. We may make this program required in the future. Fees and program terms are subject to change.
Global Affiliate Program	Currently, up to 10% commission on total room rate for consumed stays.	Within 10 days after billing.	Payable through us to participating third-parties that refer customers to Hilton Worldwide websites if the customer books a reservation on the Hilton Worldwide website and completes the booked stay at your Hotel.
Hilton Plus Program	Currently, $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 revenue.	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.	The mandatory Hilton Plus Program 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 components of the Hilton Plus Package.

Type of Fee (1)	Amount	Due Date	Remarks
Third-Party Reservation Charges	Currently, up to $5.45 per stay.	If invoiced, within 15 days of billing. If ACH, then on the 12th business day of each month.	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. Certain Third-Party Reservation services may not be subject to this fee.
Travel Planner Centralized Commission Payment Program ("TPCP")	Currently, up to 10% commission and $0.18 per transaction processing charge.	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.	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.
Unlimited Rewards Travel Counselor Incentive and Loyalty Program	Weekday stay (Monday - Thursday) = $0.71; Weekend stay (with 1 Fri/Sat/Sun) = $1.42; Weekend stay (with 2 Fri/Sat/Sun) = $2.13. Double Dollars, amounts increase to $1.42, $2.63 and $3.84, respectively.	If invoiced, within 15 days of billing. If ACH, on the 12th business day of each month.	Mandatory participation for all HSPMS-enabled 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 charge).
TRANSFERS, RE-LICENSING & FINANCING			
Franchise Application Fee - Change of Ownership	Currently, $130,000.	With Hotel Project Application.	Payable for any proposed transfer that does not qualify as a Permitted Transfer.
Permitted Transfer Processing Fee	Currently, $5,000.	When you submit the request for our consent.	Payable for any proposed transfer that qualifies as a Permitted Transfer and requires our consent. We will waive this fee for 1 Permitted Transfer before the Opening Date.
Franchise Application Fee - Re-licensing	Currently, $75,000.	Before we sign the new franchise agreement.	Payable if we enter into a new franchise agreement with you at the end of the Term.
Lender Comfort Letter Processing Fee	Currently, $3,000.	Before we issue a Lender Comfort Letter.	We will only issue a Lender Comfort Letter if you request it.
Public Offering Processing Fee	Currently, $5,000.	When you submit request for our approval.	You must pay any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees.
MANAGEMENT AND CONSULATION			
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 & DAMAGES			

Type of Fee (1)	Amount	Due Date	Remarks
Actual Damages under Special Circumstances	Actual amount.	On demand.	Payable in lieu of Liquidated Damages if (i) within 12 months of each other, 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 either because you or any of your affiliates unilaterally terminate the franchise agreements or because we or any of our affiliates terminate the franchise agreements as a result of your or your affiliate's breach or default or (ii) your agreement for the Hotel terminates automatically or is terminated by us or any of our affiliates after an unapproved Transfer either to a Competitor or to a buyer that converts the Hotel to a Competitor hotel within 2 years from the date your agreement terminates.
Audit	Actual amount of deficiency plus interest.	On demand.	Payable if audit reveals that you understated or underpaid any payment due to us which is not fully offset by overpayments. If audit reveals that underpayment is willful or for 5% or more of the total amount owed for the period being inspected, you must also reimburse us for all inspection and audit costs. If audit discloses an overpayment, we will credit this overpayment against your future payments, without interest, or if no future payments are due under the Franchise Agreement we will promptly pay you the amount of the overpayment without interest.
Indemnification	Reimbursement for all expenses, including attorney's fees and court costs and any payments by us or our affiliates to remedy your defaults, or due to any claim, demand, tax, penalty, investigation or proceeding arising from any claimed occurrence at your hotel.	Case by case basis as incurred.	You must also defend us, our direct and indirect owners, and each of such affiliates' current and/or future subsidiaries, and affiliates and any officers, directors, employees, agents, successors and assigns. However, we retain the right, through counsel of our choice, to control any matter to the extent the matter directly or indirectly affects us, our subsidiaries, affiliates, officers, directors, employees, agents, successors or assigns.
Insurance	Actual amount.	On demand.	If you do not obtain or maintain the required insurance or policy limits described in the Manual, then we can (but are not obligated to) obtain and maintain the insurance for you without first giving you notice. If we do so, then you must immediately pay our costs to obtain such insurance.

Type of Fee (1)	Amount	Due Date	Remarks
Interim Remedies/ Information Technology Recapture Charge	Actual costs plus intervention or administration fees set forth in the Standards	If dollar amount, when notice specifies. If percentage increase to fee, when agreement requires fee paid.	If we elect interim remedies instead of terminating your Franchise Agreement for uncured defaults, Hilton may charge you for: the cost of any computer hardware, computer software, other information technology and/or information technology service which we and/or our affiliates provided to you in the past at no additional charge other than the fees you paid under your agreements; costs related to suspending and disabling your right to use any software, information technology and/or network services we or our affiliates provided to you, together with intervention or administration fees set forth in the Standards; and, the costs of any computer hardware, computer software, other information technology and/or information technology service we and/or our affiliates determine to provide you after the date of the notice of default.
Liquidated Damages for Unauthorized Opening	$5,000 per day that your hotel is open without authorization.	On demand.	Payable if you open your hotel before we give you written authorization to open, plus our costs, including attorney's fees.
Liquidated Damages for Pre-Opening Termination	The System's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate the Agreement: (1) before you begin Hotel Work and you or a Guarantor enter into an agreement for, or begin 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 7.
Liquidated Damages for Post-Opening Termination	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.	On demand.	Payable if we terminate the Franchise Agreement on or after the Opening Date but before the 2nd anniversary of the Opening Date. See Note 7.
	The Hotel's Average Monthly Royalty Fees multiplied by 60.	On demand.	Payable if we terminate after the 2nd anniversary of the Opening Date but before the final 60 calendar months of the Term. See Note 7.
	The Hotel's Average Monthly Royalty Fees multiplied by the number of months remaining in the Term.	On demand.	Payable if we terminate the Franchise Agreement within the last 60 months of the Term. See Note 7.
Liquidated Damages for	$10,000 for each day that you fail to	On demand.	Payable if you fail to comply with the trademark, trade name, web site, or other intellectual

Type of Fee (1)	Amount	Due Date	Remarks
Failure to Comply with Intellectual Property Obligations	comply with intellectual property obligations.		property obligations in the Franchise Agreement, in addition to our costs and expenses of enforcement.
Liquidated Damages for Failure to Comply with Post-Term Obligations	$10,000 per day for each day of delay in complying with your obligations.	On demand.	Payable if you fail to comply with your post-term obligations within 30 days after termination or expiration. You must also reimburse all of our and our affiliate's costs and expenses, including reasonable attorneys' fees, incurred in connection with your non-compliance.
Service Charges for Overdue Payments	1.5% per month or highest percentage permissible by law, whichever is less.	On demand.	Payable if you do not make any payment to us or our affiliates when due Our acceptance of your payment of any deficiency will not waive our right to terminate the Franchise Agreement under its terms.
Taxes	Actual amount.	On demand.	If any sales, use, gross receipts, withholding or any other Tax (excluding withholding on monthly royalty fee) is imposed on the receipt of any payments you are required to make to us under the Franchise Agreement, then you must also make an additional payment to us such that, net of any sales, use, gross receipts, withholding or any other tax, the amount received by us is equal to the amount we would have received had no such tax been imposed. This does not apply to income taxes payable by us as a result of our net income relating to any fees collected under the Franchise Agreement.
Identity, Sales, and Distribution Non-Compliance Fee	Currently, $500 per instance.	On demand.	This cost-recovery fee is payable if your Hotel fails to comply with the Identity, Sales, and Distribution Brand Standards.
Franchise Agreement Non-Compliance Fee	1% of Gross Rooms Revenue.	On demand.	This charge will apply each month in which you fail to comply with the Franchise Agreement. See Notes 2 and 8.
MISCELLANEOUS SERVICES & PROGRAMS			
Consultation and Service Fees	Set by us on a project-by-project basis.	When we request.	Payable if we make consultation and/or other voluntary services available to you on request.
Consortia Program	Currently, $2.70 for each consumed night booked under the Consortia "parity" rate, plus applicable commission.	If invoiced, within 15 days of billing. If ACH, the 12th business day of each month.	You must participate in BOTH or NEITHER the Consortia Program and the TMC Pay-On-All-Pay-For Performance Program. The list of participating travel agency accounts can and will vary depending on negotiations with accounts. We pay a portion of the fee directly to the travel agency account; the remainder is used to fund marketing efforts with travel agency accounts and as a processing charge.
TMC Pay-On-All-Pay-For	Currently, $1.03 plus up to 10%	If invoiced, within 15 days of billing. If	You must participate in BOTH or NEITHER the Consortia Program and the TMC Pay-On-All-

Type of Fee (1)	Amount	Due Date	Remarks
Performance Program	commission or fee, where applicable, for each consumed night booked by a TMC travel agency. If we increase this fee this year, it will not exceed $1.15, plus commission.	ACH, the 12th business day of each month.	Pay-For Performance Program. The list of participating travel agency accounts can and will vary. 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.
FedRooms Program	Currently, 2.75% of room revenue – for each consumed stay booked under the program SRP.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of the month.	This is a government and military travel program. You are not required to participate. We pay the entire fee to FedRooms.
CWTSatoTravel Pay for Program	Currently, $2.70 for each consumed night booked under the program SRP, and standard travel agency commissions ranging from 8% to 10%.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of the month.	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.
Omega World Travel Government Consortia Programs	Currently, $2.70 for each consumed night booked under the programs' SRPs, and standard travel agency commissions ranging from 8% to 10%.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of each month.	Payable if you participate. We pay a portion of the fee directly to Omega World Travel in lieu of "up-front" annual participation fees. The remainder is used to pay for training and marketing directed at the agents booking hotels.
ADTRAV Government Pay for Performance Fee	Currently, $2.70 for each consumed night booked under the program SRP, and standard travel agency commissions ranging from 8% to 10%.	Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of each month.	Payable if you participate. We pay a portion of the fee directly to ADTRAV in lieu of "up-front" annual participation fees. The remainder is used to pay for training and marketing directed at the agents booking hotels.
ResMax Program	Currently, 5.15% to 6% of consumed revenue from ResMax booking. Rate varies due to	As required by us or our affiliate.	ResMax with Auto Attendant provides additional reservation call handling services by automatically transferring reservation calls to a ResMax sales specialist. ResMax is an optional, supplemental service, but may be required in certain circumstances. If your hotel

Type of Fee (1)	Amount	Due Date	Remarks
	type of booking, length of stay and other factors.		is not enrolled in ResMax and accepts a referral, we may charge you a fee of up to 6% of consumed revenue from the ResMax booking. The program terms, eligibility, and fees are subject to change. See Note 9.
Revenue Management Consolidated Center (RMCC)	Currently, $500 to $1,550 per month, depending on the Model. These models may be required: Foundation Model one-time fee of $999. Standard Model $650 per month. Premier Model $1,200 per month.	Within 10 days of billing.	Payable if you enroll in this optional, supplemental service. However, RMCC may be required in certain circumstances. See Note 10.
Procurement and Services Fees	Currently, 3% to 10% of project cost.	Within 10 days after billing.	See Note 11.
Reimbursement for Governmental or other Filings related to the Franchise Agreement	Our actual out-of-pocket costs.	On demand.	We intend to seek registration of the Franchise Agreement with the Brazilian National Institute of Industrial Property and thereafter the Brazilian Central Bank to facilitate your payment of fees to us. We require you to reimburse to us our actual out-of-pocket costs associated with these registrations and any other filings related to the Franchise Agreement, including any translation costs. See Part VII, Note 16.
Renovation Roadmap	Currently, $250.	As incurred.	You must use this tool any time you begin a renovation or remodeling construction project at your Hotel.

Some of these programs and related fees and costs may not be applicable to your Hotel.

NOTES

Note 1 – Unless otherwise indicated, all fees are payable to us in US Dollars, are not refundable under any circumstances and, other than the Royalty Fees and Liquidated Damages, are subject to change. You must convert Gross Rooms Revenue into US Dollars daily, based on WSJ.com rates that are reported by Reuters as blended rates by multiple banks that trade in excess of $1 million daily.

Note 2 – "Gross Rooms Revenue" means all revenues derived from the sale or rental of guest rooms (both transient and permanent) of your 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), Mandatory Guest 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.

"Mandatory Guest Fee" means any separate fee that a patron or guest is charged for in addition to the base room rate for a guest room, including but not limited to resort fees, facility fees, destination fees, amenity fees, urban destination fees, or any other similar fee. Mandatory Guest Fees do not include employee gratuities, state or local mandatory taxes, and other tax-like fees and assessments that are levied on a stay, as determined by us, that are passed through to a third party (such as tourism public improvement district fees, tourism or improvement assessments, and convention center fees).

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 Fees 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).

There may be an annual adjustment within 90 days after the end of each operating year so that the total Monthly Royalty Fees and Monthly Program Fees paid annually will be the same as the amounts determined by audit. 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, and make all arrangements to send payments to us in the US.

Note 3 – We may change the amount of the Monthly Program Fee at any time. The Monthly Program Fee rate will not exceed the current rate plus 1% over the term of the Franchise Agreement. We do not apply this fee toward the cost, installation or maintenance of the computer reservation services equipment or training for your hotel or for you receiving reservations from the reservation service. 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 our affiliates in which you voluntarily choose to participate. These fees also do not cover the cost of operating the hotel in accordance with the standards in the Manual.

Note 4 – You must use Delphi.fdc, a cloud-based sales and events system powered by Amadeus Hospitality in a configuration we approve. For this service you will pay initial set-up costs to the vendor, and ongoing annual license fees to us. The set-up costs of this system are shown in Part VII (see Estimated Initial Investment). The annual license fees and maintenance costs are shown here and include a 10% mark-up. You will pay the license fees and maintenance costs to HSS,

which are then passed-through to the vendor. We keep the mark-up as reimbursement for our costs in developing and maintaining Delphi.fdc for our Network Hotels. You must maintain and update the system at your cost to remain in compliance with the Standards. There are no limits on the frequency or cost of this obligation. Delphi.fdc integrates with other Hilton business systems, including the MeetingBroker lead distribution platform.

Note 5 – You must provide internet access for all guest rooms, meeting rooms, and public spaces at your Hotel in accordance with our Standards ("Guest Internet Access"). Currently, our approved Guest Internet Access program is called "StayConnected." You must install certain hardware and software, an internet access circuit, and subscribe to an internet access service to meet this requirement. The installation costs are described below in Part VII (see Estimated Initial Investment) and the ongoing monthly costs are shown here. You must obtain your Guest Internet Access circuit and Guest Internet Access service from our preferred providers. In the past we have permitted franchisees to acquire these services from either preferred providers or our affiliate, HSS, and may do so again in the future.

Note 6 – You must participate in, and pay all charges related to, our and our affiliate's 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 our affiliates 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 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 one 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.

Note 7 – 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.

Note 8 – If your Hotel is not in compliance with the Franchise Agreement, including failing to meet our quality assurance Standards or failing to complete a PIP by the required date, we may charge a Non-Compliance Fee for each month in which the non-compliance occurred or continued for one or more days, to compensate us for damage to the Brand's reputation and for the additional work caused by your non-compliance. This fee is in addition to any other applicable fees.

Note 9 - ResMax is optional unless you are opening a new hotel or undergoing a Change of Ownership, and: (a) you are a first-time franchise owner; (b) this will be your first franchise under the Brand; or (c) if your management company is new to the Brand. ResMax also may be required in certain circumstances based on hotel performance. The program terms, eligibility, and fees are subject to change.

Note 10 – 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. RMCC programs and fees are subject to change.

Note 11 – If we or our affiliates furnish, supply, service or equip your Hotel at your request before it opens, then you must pay or reimburse them for all costs they incur at your request, and related service fees. In particular, HSM negotiates with manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, equipment and supplies, certain food and beverage equipment supplies, and certain hotel services at a discount. You may purchase these items from HSM, 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, freight, taxes, and other actual costs incurred by HSM, plus a procurement fee. 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.

PART IX
FRANCHISEE INFORMATION

We do not have any Hampton Brand franchisees in Brazil. The names, address and business telephone number, or if unknown, the last known telephone number of all Hampton Brand franchisees as of December 31, 2018 are attached as Exhibit A. The names, address, 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 2018 are attached as Exhibit B.

PART X
TERRITORY

We grant you 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 you a protected area or territory. You will not receive an exclusive territory for your Hotel.

We may, however, agree to give you certain specific territorial restrictions ("Area Restriction") for an area surrounding your Hotel and encompassing the immediate competitive market for the Hotel as may be agreed on by the parties ("Restrictive Area"). If we agree to give you an Area Restriction for your New Development or Conversion, it will normally be for an agreed-upon time period, which is shorter than the term of the Franchise Agreement ("Restrictive Period"). We will not normally grant an Area Restriction for a Change of Ownership or Re-licensing, although we will occasionally do so under certain unique circumstances.

We may also agree to give you an Area Restriction if you enter into a strategic development agreement with us for a multi-unit hotel deal. The decision to grant or not grant any Area Restriction shall be in our sole and absolute discretion.

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

PART XI
RESTRICTIONS ON SOURCES OF GOODS, SERVICES AND MATERIALS

This Part 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.

You must build, furnish, equip and supply your hotels in accordance with the standards and specifications in our standards manual ("Manual"). We review, modify and implement product standards and specifications. We may periodically modify and update standards and specifications 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, renovate, refurbish 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. You are responsible for the costs of implementing all changes required because of modifications to the standards in the Manual. The Manual is our exclusive property and you must return it to us on request and, in any event, on termination or expiration of your Franchise Agreement.

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 programs, computer networking and other computer and technology systems, and any and all other items used in the operation of the hotel (collectively, the "Supplies"), 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 Manual. In some cases, we may require you to purchase a particular brand or type of product, fixture, furniture, equipment, or service, but you may purchase it from any authorized source of distribution. The requirements are generally contained in our manuals, but may be separately issued to you.

Purchases through Our Affiliates

You must obtain and use the Hilton Standard Property Management System ("HSPMS"), our required business software and hardware system, for the operation of the Hotel. You must purchase items bearing our logo, trademark or service mark from a supplier approved by us. We may derive profit from such sales.

Hilton Supply Management ("HSM"), a wholly-owned subsidiary of Hilton, negotiates with third-party manufacturers and suppliers for the distribution of hotel furniture, furnishings, fixtures, equipment and supplies, certain food and beverage supplies, and certain hotel services. You may but are not obligated to purchase specified items from HSM or such third parties. 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 System hotels, all Network hotels, or any subset of each. Occasionally, HSM may negotiate special purchase arrangements with manufacturers and suppliers for franchisees or their management companies that operate multiple hotels. HSM may also permit competitor hotels or their management companies to participate in its purchase

arrangements with manufacturers and suppliers. This is done to help increase HSM's overall purchasing volume and bargaining power.

Except as discussed below, you may purchase the furniture, fixtures, and equipment ("FF&E") and other Supplies for your Hotel from any source as long as the specifications and standards in the Manual are met. However, in the future, 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 one source, and we may derive profit as a result of those purchases.

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. 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 Hilton Worldwide brands. HSM may derive profit from the revenues it collects from rebates, administration fees, and purchasing fees. A portion of these revenues are used to offset the cost of establishing the purchasing programs and supporting the expenses of HSM.

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.

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.

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).

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 in your area.

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 computer equipment and software you purchase for HSPMS satisfies the requirement that you purchase computer equipment and software 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.

Business Computer Systems

You must use our required business computer systems, which we may periodically change. Currently, we require you to use HSPMS, which connects System Hotels to Hilton's reservation offices and travel planners worldwide. For HSPMS you must have certain hardware, software, installation, and support. We also require you to use our required Guest Internet Access System. For Guest Internet Access you must have certain hardware, software, an internet access circuit, and internet service. In addition, you must have the Connected Room system, Guest Facing Workstations/ Business Center, a digital floor plan, and Delphi.fdc (which is a cloud-based sales and events system) that meet our Standards and specifications. All of these components must be acquired from either HSS or preferred providers, or may be acquired from other (non-preferred) vendors, depending on the specific product or service and the individual circumstances of your Hotel. We will provide you with our Standards and specifications as appropriate. In the future, any of the products or services may be manufactured or provided by an approved supplier who is also our client or supplier. See Parts VII and VIII for details.

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 and applicable legal requirements related to accessibility/accommodations/ facilities for those with disabilities, as further described in the Manual. If requested, you must arrange for us and 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 complete construction of the Hotel and before your Hotel opens for business, your architect or general contractor must provide us with a certificate stating that the as-built premises complies with all applicable legal requirements relating to accessibility/accommodations/facilities for those with disabilities, as may be further described in the Manual.

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 Standards and to remove any deficiencies in your Hotel's operations. In addition to this general

obligation, we currently require that you complete a significant renovation of guest rooms/suites, corridors and public facilities, including the replacement of all soft goods and case goods, at specific periodic intervals as required by the Standards.

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.

PART XII
FRANCHISOR'S SERVICES

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.

Pre-Opening Phase Obligations

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

1. Loan to you a copy of our Manual, which contains mandatory and suggested specifications, standards and procedures. The Manual is confidential and is ours. References to the Manual include all written standards and requirements that have been and are developed by us periodically in connection with the construction, equipping, furnishing, supplying, operating, maintaining and marketing of Hampton Brand hotels, including your Hotel. We may provide these standards and requirements in one or more documents or guides. All of these items, as we periodically modify them, will be considered the Manual. We will periodically change the Manual (Franchise Agreement, Section 4.6).

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

3. 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/accommodations/facilities 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. 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, full-service or 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. 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 HSPMS. The HITS Agreement also governs the installation and on-going support and maintenance of your Guest Internet Access service.

6. 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 our affiliates may have and which we make available to other Brand franchisees (Franchise Agreement, Section 4.7).

7. Specify initial and ongoing 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.

Training

This section generally describes our training program as of the Issuance Date of this Disclosure Document. We may modify our training requirements over time. The subject matter, time required, locations, and costs are subject to change. In this Disclosure Document the term "virtual" means an internet-based class with a live instructor, and "online" means an internet-based class that does not have a live instructor. Both virtual and online training courses are considered equivalent to classroom training. These courses may be provided by us or our designated third-party vendors. We will provide you with our current Brand training requirements document upon request or you may access it through our intranet, The Lobby.

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.

1. **Brand Conference**. Brand conferences are held no more frequently than annually but may be held biennially. We require participation in the Brand conference by your general manager. The program fees and expenses are not refundable. The Brand conference may be held at various hotel locations. Your general manager must attend this training, currently called our GM Bright and Happy Start Program, within 90 days of the Hotel opening, or within 150 days of hire. An owner who intends to act as general manager of the Hotel must also attend this program. All directors of sales and sales manager must complete the mandatory 8-week virtual blended sales skills learning program, currently called our Core Sales Skills Training, before opening, or within 120 days of hire. This program is an interactive curriculum that introduces skills and behaviors your employees need to learn as they familiarize themselves with sales. Throughout the program, your employees learn the stages of our sales process and how to apply each stage with customers.

2. **OnQ Property Management System (PMS) Training.** OnQ Property Management System (PMS) training is required for all first time franchise owners. Before your Hotel opens, all Hotel staff that will be utilizing OnQ PMS must first complete their respective self-paced training and provide documentation of a printed certificate. This online training is mandatory for all employees working in the subject areas within 10 days of hire (or within 30 days of hire for general managers). We 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%. If your staff does not attain the minimum score, the opening of your Hotel may be delayed.

Before your Hotel opens, all Hotel staff that will be utilizing the OnQ Rate & Inventory component must complete their respective self-paced web-based OnQ Rate & Inventory training and provide documentation of a printed certificate. We will verify that all reservations and revenue management staff have successfully completed training and have passed an OnQ Rate & Inventory certification test by at least a minimum score of 90%. Up to 3 of your management staff must be certified, based on the number of rooms. If your staff does not attain the minimum score, the opening of your Hotel may be delayed.

3. **Hilton Honors Training.** The Hilton Honors Training is online through Hilton University. This training program is mandatory for all key management staff and applicable front office personnel and must be completed before the Hotel opens, or is converted, or within 14 to 45 days of hire, depending on job position.

4. **Accessibility Training**. If you engage in a Permitted Transfer, Conversion, Relicensing or Change of Ownership Transfer, we may require you to attend online Accessibility Training in order to complete an independent survey conducted by a consultant to determine the Hotel's compliance with the legal requirements relating to accessibility for persons with disabilities.

5. **Information Security & Privacy 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.

6. **Welcome to Hampton Training.** All of your employees must complete the Welcome to Hampton training within 14 days of hire, except for 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.

7. **Owner Orientation.** Owner orientation is required for all first-time franchisees or management company representatives before beginning construction. Either you or the person you designate to supervise your general manager must attend. If a Change of Ownership takes place and the transferee is a first-time Brand franchisee, they must attend this program within 180 days of the date of the transfer.

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 Manual, 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. We 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 Obligations

During the operation of the franchised business we will:

1. Directly or through one of our affiliates, periodically publish and make available to the traveling public a directory of System Hotels, including your Hotel. Additionally, we will include your Hotel, or cause your Hotel to be included, in national or regional group advertising of System Hotels, and in international, national and regional market programs offered by us or our affiliates, all subject to and in accordance with the general practice for System Hotels (Franchise Agreement, Section 4.4)

2. Afford you access to the Reservation Service and Reservation System on the same basis as other System Hotels in Brazil, 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 a reservation system and database that connect your Hotel to the Reservations Service and global distribution systems (Franchise Agreement, Section 4.2). However, if you are in default, we can 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 Reservation System immediately on notice to you (Franchise Agreement, Section 13.3).

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 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; 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 of our affiliates. Monthly Program Fees are intended for the benefit of the System and will not simply be used to promote or benefit any one property or market. Occasionally, however, Monthly Program Fees may be used for a property or market-specific initiative if we determine it has strategic value to the System overall. 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 the 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 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 4.4.7).

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 international, national or regional group advertising of System Hotels, and to include your Hotel in international, national and regional market programs (Franchise Agreement, Section 4.4.5). Most advertising is placed on the internet, as well as in traditional media (such as cable TV, radio, newspaper, magazine, direct email), generally with national coverage. The source of our advertising is our in-house marketing department and national and regional advertising agencies. Media coverage is international in scope.

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 are not in the best interest of your Hotel or the 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 network of hotels, inns, conference centers, timeshare properties and other operations which Hilton Worldwide and its subsidiaries and affiliates own, license, lease, franchise, 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. Currently, there is no advertising council composed of Brand franchisees to advise us on advertising policies.

You must participate in local or regional advertising cooperatives as we direct. We allocate the fees for these cooperatives on a fair and equitable basis among all participants. We administer the cooperatives and are not required to provide financial statements for the cooperatives. We have the power to form, change or dissolve any cooperative.

Apart from our general obligations to include your Hotel in our directories, our international, national or regional group advertising and marketing programs and other promotional material

(Franchise Agreement, Section 4.4.2), we are not required to engage in or maintain any particular advertising program. We occasionally provide for placement of advertising on behalf of the entire System with international, national and local coverage. In the past, we have hired a national agency and utilized in-house staff to create and place advertising.

Development Incentive Program

We are not required to offer you any type of financing or financial incentives. If we believe it would be appropriate under the circumstances, we may choose to allow you to participate in our development incentive program described below ("Incentive").

Other than the Incentive described below, we generally do not offer direct or indirect financing for franchisees. We may negotiate these incentives when business circumstances warrant. These programs may be modified, limited, extended or terminated at any time without advance notice or amendment of this Disclosure Document.

We may, in our sole discretion, offer an Incentive for new hotels. An Incentive is a financial contribution that we make to assist with the development or conversion of your Hotel. To receive an Incentive, you and your principals must sign a development incentive note ("Note") in the form attached as Exhibit D-1 when you sign the Franchise Agreement. The Incentive will be disbursed to you within 30 days after the Hotel opens with our consent, and. 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 Application Fee. An Incentive does not have to be repaid, unless the franchise terminates before the end of the Term or a transfer occurs as described below.

An Incentive is not a loan, it is a contingent liability. If your franchise terminates before the end of the Term you must pay us the then-current repayable amount of the Incentive. If you transfer your Hotel you must also pay us the then-current repayable amount of the Incentive, unless we permit the transferee to assume your obligations under the Note. In that case we may require the transferee to provide us with such additional security as we deem appropriate. The repayable amount of the Incentive decreases over time. For each year that the Hotel is open, the repayable amount is reduced by an equal annual percentage of the Term. For example, if the franchise has a 10 year Term, the repayable amount is reduced by 1/10th of the original amount annually. If the franchise has a 20 year term, the repayable amount is reduced by 1/20th of the original amount annually. An Incentive bears no interest. However, if an Incentive becomes repayable and payment is not made in full when due, the outstanding amount is subject to interest at 1.5% per month or the highest rate allowed by law. We may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties without notice to any guarantor or co-maker. You may not use any portion of the Incentive to make, offer, or authorize any Improper Payment or engage in any act violating any Anti-Corruption Law. If we reasonably believe that you have used the Incentive in violation of any Anti-Corruption Law, you must cooperate with our reasonable requests for information and permit us to inspect all books and records pertaining to your Hotel

We generally require payment of the Application Fee in a lump sum when you submit your Application, but may occasionally allow payment of the 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 Application Fee at any time. If there is a default under the Franchise Agreement, the outstanding balance is accelerated and becomes your immediate obligation, along with any court costs and attorneys' fees for collection.

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

PART XIII
STATUS OF TRADEMARKS AND PATENTS BEFORE INPI

Trademark Use: Your Rights and Obligations

We grant you a limited, nonexclusive right to use our System in the operation of a hotel at a specified location under the Hampton Brand. As used in the Franchise Agreement and this Disclosure Document, the System includes the Marks, including the Principal Mark "Hampton." The Marks include the Brand 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.

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 the Brand hotel may use.

Your Hotel will be initially known by the trade name set forth in the Franchise Agreement ("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.

You must operate under and prominently display the Marks in your Hotel. You may not adopt any other names in operating your Hotel that we do not approve. You also may not use any of the Marks, or the words "Hampton" or "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.

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. The Franchise Agreement does not grant you the right to use any other marks owned by us or our affiliates.

Registration and Ownership of the Trademarks and Other Intellectual Property

We holds the rights to the Marks, including the trademarks and service marks listed in the table below, which are registered in Brazil. The Marks were assigned to us from Hilton International IP

Holding Limited in June 2017, and those assignments are being filed for recording in the trademark office.

Mark	Registration Number	Registration Date
HAMPTON INN (block)	811468054	09/03/1985
HAMPTON INN (design)	816972400	08/23/1994
HAMPTON BY HILTON (block)	902153439	12/31/2013
HAMPTON BY HILTON (design)	902153625	12/31/2013

In the future, we may transfer the Marks to other affiliates for administrative purposes periodically. If the Marks are transferred to any affiliates, we will obtain a license to use and sublicense the Marks in our business, and your license to use the Marks will not be disturbed.

Protection of the Marks

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 only we have the 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 benefit.

PART XIV
CERTAIN OF FRANCHISEE'S RIGHTS AND OBLIGATIONS ON TERMINATION OR EXPIRATION

During the Term and continuing after termination or expiration of the Franchise Agreement, you must treat as confidential 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 do not acquire any interest in the Proprietary Information other than the right to utilize it in the development and operation of the Hotel under the terms of the Franchise Agreement while it is in effect, so that you have no interest in the Proprietary Information after termination or expiration of the Franchise Agreement.

You are required to maintain the absolute confidentiality of the Proprietary Information during and after the Term. You may not use the Proprietary Information after termination or expiration of the

Franchise Agreement. 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 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. These restrictions will not apply to any information that does not relate or refer in any way or part to the System, Manual, Brand and/or Marks and that you can demonstrate came lawfully to your attention before our disclosure or which, at the time of or after our disclosure, becomes a part of the public domain through lawful publication or communication by others.

On early termination of the Franchise Agreement, you must pay charges, fees, and actual or Liquidated Damages as described in Part VIII.

On expiration or termination of the Franchise Agreement for any reason, you must immediately stop holding the Hotel out to the public as a System Hotel, and take whatever action is necessary to assure that no use is made of any part of the System (including the Marks, all forms of advertising and other indicia of operation as a System Hotel), and discontinue use of all distinguishing indicia of System Hotels and Hilton Worldwide affiliated hotels, including such indicia on exterior and interior signs, stationery, operating equipment and supplies, Internet sites, brochures and other promotional material at or in connection with the Hotel or otherwise. You must return to us the Manual and all other proprietary materials, remove all distinctive System features of the Hotel, including the primary freestanding sign down to the structural steel, and take all other actions ("De-identification Actions") we require to preclude any possibility of confusion on the part of the public that the Hotel is still using all or any part of the System or is otherwise holding itself out to the public as a System Hotel.

If you fail to comply with the De-identification Actions within 30 days after termination or expiration of the Franchise Agreement, you must pay Liquidated Damages as described in Part VIII for each day of delay in complying with your obligations until full compliance with them is given to our satisfaction, in addition to the payment of all costs and expenses, including reasonable attorneys' fees, which we and/or our affiliates incur in connection with your non-compliance.

PART XV
FRANCHISE AGREEMENT AND OTHER AGREEMENTS

Exhibit D contains the Franchise Agreement and Addendum.

Exhibit D-1 contains the Development Incentive Note.

Exhibit E contains the Guaranty of Franchise Agreement.

Exhibit F contains the Hotel Project Application.

Exhibit G contains the HITS Agreement.

EXHIBIT A

EXHIBIT A

HAMPTON INN
HAMPTON INN & SUITES

OPEN

BELARUS
Joint Limited Liability Company "Demarsh", Brest, Belarus, Warshavskoye Shausse 41 Brest, Belarus 224003 162-278200

BELGIUM
VA&P Legend BVBA, Antwerp Central Station, Belgium, Pelikaanstraat 10-16 Antwerp, Belgium 2018 3-3037179

BOLIVIA
Mercantile Investment Corporation (Bolivia) S.A. - MERINCO, Santa Cruz/Equipetrol, Bolivia, San Martin Avenue Esq., Street E-Equipetrol Santa Cruz de la Sierra, Bolivia x 3-3434010

CANADA
1609715 Alberta Ltd., Airdrie, Alberta, Canada, 52 East Lake Avenue NE Airdrie, Canada T4A 2G8 403-980-4477
2515359 Ontario Inc., Barrie, Ontario, Canada, 74 Bryne Drive Barrie, Canada L4N 9Y4 705-719-9666
Shangara Mand, Bolton, Ontario, Canada, 12700 Highway 50 Bolton, Canada L7E 1L9 905-857-9990
2509279 Ontario Ltd., Brampton Toronto, Canada, 8710 The Gore Road Brampton, Canada L6P 0B1 905-488-4888
2113626 Ontario Inc., Brantford, Ontario, Canada, 20 Fen Ridge Court Brantford, Canada N3V 1G2 519-720-0084
Prestige Hospitality HA Inc., Calgary-Airport North, Alberta, Canada, 2021 100 Ave NE Calgary, Canada T3J 0R3 403-452-9888
Triple One Properties Ltd., Calgary-Airport, Alberta, Canada, 2420 37th Avenue NE Calgary, Canada T2E 8S6 403-250-4667
Khatija Investments, Ltd., Calgary-University Northwest, Alberta, C, 2231 Banff Trail, N.W. Calgary, Canada T2M 4L2 403-289-9800
Lickman Road Development Ltd., Chilliwack, British Columbia, Canada, 8050 Lickman Road Chilliwack, Canada V2R 0Y3 604-392-4667
978556 Alberta Ltd., Edmonton International Airport, Alberta,, 3916 84th avenue Leduc, Canada T9E 8M6 780-980-9775
Brooks and Brooks Ltd., Edmonton/Sherwood Park, Alberta, Canada, 950 Emerald Drive Sherwood Park, Canada T8H 0W6 780-449-1609
1238117 Alberta Ltd., Edmonton/South, Alberta, Canada, 10020 12th Avenue S.W. Edmonton, Canada T6X 0P9 780-801-2600
18304-100 Avenue Edmonton West LP, Edmonton/West, Alberta, Canada, 18304 100 Avenue Edmonton, Canada T5S 2V2 780-484-7280
1425164 Ontario Ltd., Elliot Lake, Ontario, Canada, 279 Highway 108 North Elliot Lake, Canada P5A 2S9 705-848-4004
Bet-Tor Care Ltd., Fort Saskatchewan, Alberta, Canada, 8709 101 Street Fort Saskatchewan, Canada T8L 0H9 780-997-1001
659725 New Brunswick Inc., Fredericton, New Brunswick, Canada, 470 Bishop Drive Fredericton, Canada E3C 2M6 506-300-1818
GPHAM Hotels Ltd., Grande Prairie, Alberta, Canada, 10405 117 Street Grande Prairie, Canada T8V 6M8 780-538-0722
Imperial Hospitality Inc., Guelph, Ontario, Canada, 725 Imperial Road North Guelph, Canada N1K 1X4 519-821-2144
Dartmouth Crossing Hotel Operating Limited Partner, Halifax/Dartmouth, Nova Scotia, Canada, 65 Cromarty Drive Dartmouth, Canada B3B 0G2 902-406-7700
3311051 Nova Scotia Limited, Halifax-Downtown, Nova Scotia, Canada, 1960 Brunswick Street Halifax, Canada B3J 2G7 902-4221391
627170 B.C. Ltd., Kamloops, British Columbia, Canada, 1245 Rogers Way Kamloops, Canada V1S 1R9 250-571-7897
Nurmann Holdings, Ltd., Langley/Surrey, British Columbia, Canada, 19500 Langley Bypass Surrey, Canada V3S 7R2 604-530-6545
Niagara Housing & Development, Inc., Laval, Quebec, Canada, 1961 Boulevard Cure-Labelle Laval, Canada H7T 1L4 450-687-0010
1289729 Alberta Ltd., Lethbridge, Alberta, Canada, 4073 Second Avenue South Lethbridge, Canada T1J 1Z2 403-942-2142
3G Equity Inc., Lloydminster, Alberta, Canada, 8288 - 44 Street Lloydminster, Canada T9V 3R8 780-874-1118
2464708 Ontario Inc., London, Ontario, Canada, 840 Exeter Road London, Canada N6E 1L5 519-649-6500
Equalico Corp., Medicine Hat, Alberta, Canada, 2510 Boxsprings Blvd. Medicine Hat, Canada T1C 0C8 403-548-7818
D.P. Murphy (Moncton) Inc., Moncton, New Brunswick, Canada, 700 Mapleton Road Moncton, Canada E1G 0L7 506-855-4819

EXHIBIT A

9853413 Canada Inc., Montreal-Dorval, Quebec, Canada, 1900 Trans-Canada Highway Dorval, Canada H9P 2N4 514-633-8243
2341567 Ontario Ltd., Napanee, Ontario, Canada, 40 McPherson Drive Napanee, Canada K7R3L1 613-354-5554
2155328 Ontario Limited, North Bay, ON, Canada, 950 McKeown Avenue North Bay, Canada P1B 9P3 705-474-8400
2214573 Ontario Inc., Ottawa Airport, Ontario, Canada, 2869 Gibford Drive Ottawa, Canada K1V 2L9 613-248-1113
Robert Vocisano, Ottawa, Ontario, Canada, 100 Coventry Road Ottawa, Canada K1K 4S3 613-741-2300
Hotel Logisco S.E.C., Quebec City/Saint-Romuald, Quebec, Canad, 1176, rue de Courchevel Lévis, Canada G6W 0P7 418-839-4888
Karnail S. Randhawa, Red Deer, Alberta, Canada, 128 Leva Ave Red Deer, Canada T4E 1B9 403-346-6688
Shivinderjit Brar, Regina East Gate, Saskatchewan, Canada, 3830 East Gate Drive Regina, Canada S4Z 1A5 306-721-6000
East Point Hospitality Enterprises LP, Saint John, New Brunswick, Canada, 51 Fashion Drive Saint John, Canada E2J 0A7 506-657-4600
2059152 Ontario, Inc., Sarnia/Point Edward, Ontario, Canada, 1492 Venetian Blvd. Point Edward, Canada N7T 7W6 519-339-8000
1667414 Alberta Ltd., Saskatoon Airport, Saskatchewan, Canada, 110 Gateway Boulevard Saskatoon, Canada S7L 1S4 306-933-1010
101149009 Saskatchewan, Ltd., Saskatoon South, SK, Canada, 105 Stonebridge Blvd Saskatoon, Canada S7T 0G3 306-665-9898
Charity Developments Ltd., St Paul, Alberta, Canada, 4902 39 Street St Paul, Canada T0A 3A2 587-465-1300
Manga Hotels (St. John's) Inc., St. John's Airport, NL, Canada, 411 Stavanger Drive St. John's, Canada A1A 0A1 709-738-4888
Sudbury Regent Street, Inc., Sudbury, Ontario, Canada, 2280 Regent Street Sudbury, Canada P3E 0B4 705-523-5200
Membertou Hotel Limited Partnership, Sydney, Nova Scotia, Canada, 60 Maillard Street Membertou, Canada B1S 3W3 902-564-6555
2381062 Ontario Inc., Thunder Bay, Ontario, Canada, 760 Arthur Street West Thunder Bay, Canada P7E 5R9 807-577-5000
Riverside Hotel Timmins LP, Timmins, Ontario, Canada, 848 Riverside Drive Timmins, Canada P4N 3W1 705-531-6000
Bayview Toronto Airport Corporate Centre Limited Partnership, Toronto Airport Corporate Centre, Ontari, 5515 Eglinton Avenue West Toronto, Canada M9C 5K5 416-646-3000
Host Hospitality, Inc., Toronto/Mississauga, Ontario, Canada, 7040 Edwards Blvd. Mississauga, Canada L5S 1Z1 905-564-2122
Springfield Hotels Airport Inc., Toronto-Airport, Ontario, Canada, 3279 Caroga Drive Mississauga, Canada L4V1A3 905-671-4730
Woodbine 407 Hospitality, Toronto-Markham, Ontario, Canada, 52 Bodrington Court Markham, Canada L6G 0A9 905-752-5600
2206016 Ontario inc, Toronto-Mississauga West, Ontario, Canad, 2085 North Sheridan Way Mississauga, Canada L5K 2T2 905-823-8600
We'kopekwitk Service Hotel Limited Partnership, Truro, Nova Scotia, Canada, 35 Legends Avenue Millbrook, Canada B6L 0C9 902-843-4343
Maple Hospitality Inc., Vancouver-Airport/Richmond,BC, Canada, 8811 Bridgeport Rd. Richmond, Canada V6X 1R9 604-232-5505
Mayfair Properties Ltd., Vancouver-Downtown, British Columbia, Ca, 111 Robson Street Vancouver, Canada V6B 2A8 604-602-1008
2612536 Ontario Inc., Windsor, Ontario, Canada, 1840 Huron Church Road Windsor, Canada N9C 2L5 519-972-0770
Sargent Berry Hospitality Inc., Winnipeg Airport/Polo Park, Manitoba, Ca, 730 Berry Street Winnipeg, Canada R3H 0S6 204-772-3000

COLOMBIA

Fideicomiso Hoteles HM Fase Cero, Barranquilla, Colombia, Calle 85 50-25 Barranquilla, Colombia 5-3860101
Fideicomiso Hoteles HM Fase dos, Bogota Airport, Colombia, Calle 25G 73B-90 Bogota, Colombia 1-7433000
Fideicomiso Hoteles HM Fase Uno, Bogota, Usaquen, Colombia, Carrera 7 no. 118-30 Barrio Usaquen Bogota, Colombia 1-7469555
Fideicomiso Hoteles HM Fase dos, Bucaramanga, Colombia, Carrera 33 46-07 Bucaramanga, Colombia 7-6973535
Fideicomiso Hoteles HM Fase Uno, Cali, Colombia, Avenida Colombia 1A Oeste - 35 Cali, Colombia 2-4896000
Fideicomiso Hoteles HM Fase Cero, Cartagena, Colombia, Calle 8 San Martin Cartagena, Colombia 5-6945000
Cucuta Suites SAS, Cucuta, Colombia, Avenida 3E Calle 13 A Norte de Santander Cucuta, Colombia 7-5888058
Fideicomiso Hoteles HM Fase dos, Medellin, Colombia, Calle 6 Sur 42 - 14 Barrio El Poblado Medellin, Colombia 4-6043000
Fideicomiso Hotel Mayales Plaza, Valledupar, Colombia, Calle 30 6 a 133 Valledupar, Colombia 5-5898555
Fideicomiso Hotel Yopal, Yopal, Colombia, Calle 30 28 - 64 Yopal, Colombia 8-6333555

COSTA RICA

Hospedaje Aeropuerto (SM) S.A., San Jose-Airport, Costa Rica, Hwy 1 Airport Blvd Alajuela, Costa Rica 243-60000

EXHIBIT A

DOMINICAN REPUBLIC
Dominican Developments DDP, SRL, Santo Domingo Airport, Dominican Republi, Avenida Las Américas, Km27 Santo Domingo, Dominican Republic 11336 809-3754000

GERMANY
Tristar GmbH, Aachen Tivoli, Germany, Merowinger Strasse 2 Aachen, Germany 52070 241-9559300
Primestar Hospitality GmbH, Berlin City Centre, Otto-Braun-Strasse 69 Berlin, Germany 10178 30-21308555
Tristar GmbH, Berlin City East Side Gallery, Germany, Mildred-Harnack-Strasse 15 Berlin, Germany 10243 030-29381380
Curator Hotelbetriebsgesellschaft Berlin mbH, Berlin City West, Germany, Uhlandstrasse 188-189 Berlin, Germany 10623 30-4050270
Tristar GmbH, Dortmund Phoenix See, Germany, Fassstrasse 3 Dortmund, Germany 44263 231-9479900
Primestar Hospitality GmbH, Frankfurt Airport, Germany, Thea Rasche Straße 6 Frankfurt, Germany 60549 69-95929290
Interstar Hotel GmbH, Frankfurt City Centre East, Germany, Grusonstrasse 4 Frankfurt, Germany 60314 69-154085100
Foremost Hospitality Management GmbH, Frankfurt City, Germany, Europa-Allee 46 Frankfurt am Main, Germany 60327 069-2474870
Primestar Hospitality GmbH, Freiburg, Germany, Zita-Kaiser-Strasse 32 Freiburg im Breisgau, Germany 79106 761-2168977
Foremost Hospitality Management GmbH, Hamburg, Germany, Nordkanalstrasse 18 Hamburg, Germany 20097 40-3023720
Foremost Hospitality Management GmbH, Munich City Centre West, Germany, Landsberger Strasse 114 Munich, Germany 80339 89-1598500
Foremost Hospitality Management GmbH, Nuremberg City Centre, Germany, Bahnhofstrasse 16 Nuremberg, Germany 90402 911-988966

INDIA
Baywood Hotels India Pvt. Ltd., Vadodara Alkapuri, India, 14, Friends Co-op Society Vadodara, India 390007 265-2303000

IRELAND
Andras House Limited, Belfast, United Kingdom, Hope Street 15 Belfast, Ireland BT12 5EE 28-90313335

MEXICO
Operadora de Negocios e Inmobiliaria Aurora SA de CV, Aguascalientes, Mexico, Carretera PanamericanaKM 11.1 Ejido Penuelas Aguascalientes, Mexico 20349 449-9102750
Hoteles Victoria Express S.A. de C.V., Celaya, Mexico, AV. EJE NOR-ORIENTE No. 223 Celaya, Mexico 38088 461-1591100
DEUTSCHE BANK MÉXICO, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA, Chihuahua City, Mexico, Perif. de la Juventud 6100 Fracc. Las Haciendas Chihuahua, Mexico 31236 614-439-8000
Proyectos Procar, S.A.P.I. de C.V., Ciudad del Carmen Campeche, Mexico, Av. Isla de Tris 28-A, Km 5, Esq. Blvd. San Miguel Ciudad del Carmen, Mexico 24157 93-81381530
Landstar Juarez S.A. de C.V., Ciudad Juarez, Mexico, Blvd. Tomas Fernandez 7770 Ciudad Juarez, Mexico 32440 656-227-1717
Antonio Carcur, Ciudad Victoria, Mexico, Blvd. Tamaulipas 2539 Residencial Cabañas Ciudad Victoria, Mexico 87025 834-153-7070
Hoteles Victoria Express S.A. de C.V., Durango, Mexico, Heroico Colegio Militar 101 Col. Nueva Vizcaya Durango, Mexico 34080 618-1502000
Torre Chapalita, S.A. de C.V., Guadalajara/Expo, Mexico, Avenida De las Rosas 3030 Col. Chapalita Guadalajara, Mexico 44500 33-15989000
Operadora de Hoteles el Salto Jalisco, S.A. de C.V, Guadalajara-Aeropuerto, Mexico, Carretera a Chapala No. 7012 las P El Salto, Mexico 45690 33-31641800
DEUTSCHE BANK MÉXICO, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA, Hermosillo, Mexico, Paseo Rio Sonora 172 Col. Proyecto Rio Sonora Hermosillo, Mexico 83270 662-3139000
Hospitalidad de Irapuato, S.A. de C.V., Irapuato, Mexico, Blvd. Lázaro Cárdenas No. 4210 Col. Residencial Campestre Irapuato, Mexico 36698 462-607-3900
HOSPRO, S.A. de C.V., Leon, Guanajuato, Mexico, Blvd. Adolfo Lopez Mateos 1717 Colonia Los Gavilanes Leon GTO, Mexico 37270 477-7403200
Inmobiliaria Punta San Jose S.A. de C.V., Los Cabos, BCS, Mexico, Carretera Transpeninsular Km. 24.8 Cerro Colorado San Jose del Cabo, Mexico 23400 624-1054000
Inmobiliaria Peninsular DG S.A. de C.V., Merida, Yucatan, Mexico, Calle 20-A 288, x 5-a Colonia Xcumpich Merida, Mexico 97204 999-9642345
Inmobiliaria Mose S.A. de C.V., Mexico City/Centro Historico, Mexico, Calle 5 de Febrero, No. 24 Centro Historico Mexico City, Mexico 06060 55-8000-5000
Inversion y Desarrollo de Hoteles en Mexico SAPI de CV, Monterrey Apodaca, NL, Mexico, Av. del Telefono, No. 4498 Col Apodaca Centro Apodaca, Mexico 66600 81-25252400
DEUTSCHE BANK MÉXICO, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA, Monterrey/Galerias-Obispado, Mexico, Avenida Gonzalitos 415 Sur Obispado Monterrey, Mexico 64060 81-86252450

EXHIBIT A

Inversiones del Aeropuerto, S.A. de C.V., Monterrey-Airport, N.L., Mexico, Carretera Miguel Aleman km23.7 Apodaca Monterrey, Mexico 66600 81-8196-8500
Inmobiliaria Aye, S.A. de C.V., Paraiso, Tabasco, Mexico, Calle Puerto Yaman No. 113, Puerto Ceiba Paraiso, Mexico 86610 933-3336092
Grupo Inmobiliario Inova R.B., S.A. de C.V., Piedras Negras, Mexico, Paseo de las Artes 800 Col. Tecnologico Piedras Negras, Mexico 26080 878-1410200
DEUTSCHE BANK MÉXICO, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA, Queretaro Tecnologico, Mexico, Blvd. Bernardo Quintana 4100-1 Col. Balcón Campestre Queretaro, Mexico 76100 442-1532800
DEUTSCHE BANK MÉXICO, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA, Reynosa/Zona Industrial, Mexico, Reynosa-Mty 1000 Plaza Periferico Reynosa, Mexico 88730 899-970-0100
Aptiva S.A. de C.V., Salamanca Bajio, Mexico, Carretera Federal 45 Tramo Irapuato- Salamanca Km 100 500 Salamanca, Mexico 36875 464-6435100
DEUTSCHE BANK MÉXICO, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA, Saltillo-Airport Area, Mexico, Carretera Saltillo-Monterrey 6580 Saltillo, Mexico 25270 844-4504500
Operadora de Hoteles y Franquicias San Juan del Rio, S.A. de, San Juan del Rio, Mexico, Av. Central 239 esq. Calle 8 Pte. San Juan Del Rio, Mexico 76802 427-2683300
Operadora Decori Silao S.A. de C.V., Silao-Aeropuerto Bajio, Mexico, Carr. 45 Silao-Leon km. 152 550 Predio Rosa de Castilla Silao, Mexico 36126 472-1351000
Hoteles del Puerto de Tampico SA de CV, Tampico – Zona Dorada, Mexico, Ave. Hidalgo 2700 Tampico, Mexico 89230 833-2413500
Operadora de Hoteles Chairel S.A. de C.V., Tampico Aeropuerto, Mexico, Av. Hidalgo 6602 Arenal Tampico, Mexico 89344 833-2304500
IDH CENTURA SAPI de C. V., Tijuana Otay, Mexico, Avenida Universidad 1951-133 Col. Otay Universidad CP Tijuana, Mexico 22427 664-2104700
Prisma Torreon, S.A. de C.V., Torreón-Airport Galerías, Mexico, Perif Raul Lopez Sanchez 10995 Torreon, Mexico 27019 871-705-1550
Inmobiliaria Peninsular DG S.A. de C.V., Villahermosa, Tabasco, Mexico, Prolongacion Av. 27 Febrero 2804 Col Atasta Villahermosa, Mexico 86100 993-3105888
Impulsora Plaza de Zacatecas S.A. de C.V., Zacatecas, Mexico, Heroes de Chapultepec 1702-B La Escondida Zacatecas, Mexico 98160 492-1544000

NETHERLANDS
TVHG Budget Group Amsterdam IV BV, Amsterdam Arena/ Boulevard, Netherlands, Hoekenrode 1 Amsterdam, Netherlands 1102 BR 20-8203200
TVHG Budget Schiphol II B.V., Amsterdam Schiphol, Netherlands, Neptunusstraat 1 Hoofddorp, Netherlands 2132 JA 23-8200940
Hotel Bonbon B.V., Amsterdam, Netherlands, Panamalaan 188-196 Amsterdam, Netherlands 1019 AZ 20-2159999

PANAMA
Four S Investment Group, Inc., Panama, Panama, Calle Eusebio A. Morales El Cangrejo Panama City, Panama 3010000

POLAND
Chopin Airport Development sp. z o.o., Gdansk Airport, Poland, 220 Juliusza Slowackiego Street Gdansk, Poland 80-298 58-8821000
Unirest sp z o.o. sp.k, Gdansk Oliwa, Poland, Aleja Grunwaldzka 507 Gdansk, Poland 80-320 58-7178100
VHM Hotel Management Sp. z o.o., Gdansk, Poland, Lektykarska 4 Gdansk, Poland 80-831 58-6703333
Euro-Hotele Sp. z.o.o., Krakow, Poland, ul Dabska 5 Kraków, Poland 31-572 12-2014300
Global Property Sp. Z o.o. SKA, Lublin, Poland, Al. Kompozytorów Polskich 1 Lublin, Poland 20-848 81-4779050
NPP Sp. z o.o., Oswiecim, Poland, Bulwary 2 Oswiecim, Poland 32-600 33-4449000
PBG Erigo Projekt Sp. z.o.o. Platan Hotel SKA, Swinoujscie, Poland, Ul. Wojska Polskiego 14 Swinoujscie, Poland 72600 91-322-9100
Chopin Airport Development sp. z o.o., Warsaw Airport, Poland, 17 Stycznia Warsaw, Poland 02-148 22-204-1800

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

ROMANIA
S.C. Inproiect S.R.L., Iasi, Romania, St. Anastasie Panu 26 Iasi, Romania 700020 232-242000

RUSSIA
Osnova-Ufa LLC, Ufa, Russia, 50 Let Oktyabrya Street 17 Ufa, Russia 450005 347-2260626

EXHIBIT A

Mercury Limited Liability Company, Volgograd Profsoyuznaya, Russia, Profsoyuznaya Street, 13 Volgograd, Russia 400001 8442-525050
Finansovaya Kompaniya Osnova - Invest Limited Liability Comp, Voronezh, Russia, Donbasskaya Street 12b Voronezh, Russia 394030 473-2282800

TURKEY

Bolu Tasit Muayene Istasyonlari Isletim Tic. A.S., Bolu, Turkey, Pasakoy Mahallesi, Eski Istanbul Caddesi no 73 Bolu, Turkey 14100 374-2545000
Durmazlar Makina Sanayi ve Ticaret A.S., Bursa, Turkey, Istanbul Caddesi No 349 Bursa, Turkey 16210 224-4000404
Turkmen Turizm Insaat Sanayi Ve Ticaret Anonim Sirketi, Canakkale Gallipoli, Turkey, Hocahamza Mah Kemal Reis Cad No 25 Gelibolu Canakkale, Turkey 17500 286-9991000
Adalet Turan Turizm Isletmeleri Insaat Sanayi ve Ticaret A.S, Istanbul Atakoy, Turkey, Atakoy 4. Kisim Cevat Dursunoglu Cad. No 6 Bakirkoy Istanbul, Turkey 34158 212-4092800
MVK Yapi ve Sasn. Gayrimenkul Yatirim Tic. A.S., Istanbul Kurtkoy, Turkey, Yeni Sehir Mh. Millet caddesi 27 MVK Work Square B Block 3, Pendik Istanbul, Turkey 34912 216-7021111
Izmir Muhendislik Musavirlik Makina ve Demir Celik Sanayi Ti, Izmir, Turkey, Yali Mah. 130 Sok. No 11 Aliaga Izmir, Turkey 35800 232-6100000
Bellizade Turizm Otelcilik Gida San. Ve Tic. Ltd. Sti., Kahramanmaras, Turkey, Trabzon Cad No 2 Kahramanmaras, Turkey 46100 344-2234900
Ever Kocaeli Otelicilik Turizm Ticaret A.S., Kocaeli, Turkey, Ovacik Mh. D 100 Karayolu Uzeri Symbol AVM No 34 1 Kocaeli, Turkey 41140 262-3000300
Cansin Otelcilik Seyahat Turizm Ticaret Ltd. Sti., Ordu, Turkey, Akyazi Mah.YavuzSultanSelim Cad. 65 Ordu, Turkey 52200 452-2501100
Umsa Otelcilik Turizm Ve Insaat Sanayi Ticaret A.S., Samsun, Turkey, Kerimbey District Isik Street No 2 Samsun, Turkey 55330 362-3110707

UNITED KINGDOM

Bricks D2 Opco Limited, Aberdeen Airport D2, United Kingdom, Harvest Way, D2 Business Park, Dyce Aberdeen, United Kingdom AB21 0BX 1224-984584
Bricks Westhill Opco Limited, Aberdeen Westhill, United Kingdom, Gordon Park, Elrick, Westhill Aberdeen, United Kingdom AB32 6BP 1224-984044
Cumberland House Hotel Birmingham Limited, Birmingham Broad Street, UK, 200 Broad Street Birmingham, United Kingdom B15 1SU 121-3297450
Create Developments (Blackpool) Limited, Blackpool, United Kingdom, 595-601 New South Promenade Blackpool, United Kingdom FY4 1NG 1253-922540
TT Skate Properties Limited, Bristol City Centre, United Kingdom, Bond Street Bristol, United Kingdom BS1 3LQ 1179446888
Taj Securities Limited, Corby, United Kingdom, Rockingham Leisure Park Princewood Road Corby, United Kingdom NN17 4AP 1536-211001
Croydon Hotels Limited, Croydon, UK, 30 Dingwall Road Croydon, United Kingdom CR0 2NB 208-7260200
Ridgevale Estates Limited, Dundee, United Kingdom, 1 Argyllgait Dundee, United Kingdom DD1 1PZ 1382-725200
Queensgate Hotel Edinburgh Limited, Edinburgh West End, United Kingdom, 166 Fountainbridge Edinburgh, United Kingdom EH3 9RX 131-5264530
Exeter Airport Hotel Trading Limited, Exeter Airport, UK, Exeter Airport Clyst Honiton Exeter, United Kingdom EX5 2LJ 1392-348348
Curo (West Campbell) LLP, Glasgow Central, United Kingdom, 140 West Campbell Street Glasgow, United Kingdom G2 4TZ 141-4284441
Nightel Two Limited, Humberside, United Kingdom, Humberside Airport, Grimsby Road North Lincolnshire Kirmington, United Kingdom DN39 6YH 1652-413112
Atlas Hotels (Liverpool) Limited, Liverpool/City Centre, UK, Kings Dock Mill, 7 Hurst Street Liverpool, United Kingdom L1 8DA 151-7026200
Peel Leisure Operations No. 1 Limited, Liverpool/John Lennon Airport, UK, Speke Hall Avenue Liverpool, United Kingdom L241YD 0845-122-6787
London Dockside Limited, London Docklands, United Kingdom, Dockside Road London, United Kingdom E16 2FQ 2030022960
Sankara Hotels Gatwick Limited, London Gatwick Airport, UK, Longbridge House North Terminal London, United Kingdom RH6 0PJ 1293-579999
Shiva Hotels Waterloo Limited, London, Waterloo, United Kingdom, 157 Waterloo Road London, United Kingdom SE1 8XA 20-74018080
Baron House Hotel Limited, Newcastle, United Kingdom, Baron House Neville Street Newcastle, United Kingdom NE1 5EN 191-5005001
Charnwood Wales Hotel (1) Limited, Newport/East, UK, M4 J 23a Wales 1 Business Park Newport, United Kingdom NP26 3RA 1633-749-999
Firoka (Priory Hotel) Limited, Oxford, United Kingdom, Grenoble Road Oxford, United Kingdom OX4 4XP 1865-788860
West Bar Hotel Limited, Sheffield, UK, West Bar Green Sheffield, United Kingdom S1 2DA 0114-3990999
HBH Hotel Stansted Ltd, Stansted, United Kingdom, Bassingbourn Road Stansted, United Kingdom CM24 1QW 1279-701101
Avantis York Limited, York, United Kingdom, Toft Green York, United Kingdom YO1 6JT 1904-681-240

EXHIBIT A

UNITED STATES
ALABAMA
Alexander City, AL, 1551 Elkahatchee Road, , Alexander City, AL 35010 256-234-2244
Athens/I-65, AL, 1222 Kelli Drive, , Athens, AL 35613 256-232-2377
Atmore, AL, 45 Rivercane Blvd. West, , Atmore, AL 36502 251-368-9090
Auburn, AL, 2430 S. College St., , Auburn, AL 36832 334-821-4111
Birmingham East Irondale, AL, 950 Old Grants Mill Road, , Birmingham, AL 35210 205-933-0444
Birmingham I-65/Lakeshore Dr., AL, 30 State Farm Parkway, , Birmingham, AL 35209 205-313-2060
Birmingham/280 East-Eagle Point, AL, 6220 Farley Court, , Birmingham, AL 35242 205-981-0024
Birmingham/Fultondale, AL, 1716 Fulton Road, , Fultondale, AL 35068 205-439-6700
Birmingham/Leeds, AL, 310 Rex Lake Road, , Leeds, AL 35094 205-702-4141
Birmingham/Mountain Brook, AL, 2731 US Highway 280 South, , Birmingham, AL 35223 205-870-7822
Birmingham/Pelham, AL, 232 Cahaba Valley Road, , Pelham, AL 35124 205-313-9500
Birmingham/Trussville, AL, 1940 Edwards Lake Road, , Trussville, AL 35235 205-655-9777
Birmingham-Colonnade 280, AL, 3400 Colonnade Parkway, , Birmingham, AL 35243 205-967-0002
Birmingham-Downtown/Tutwiler, AL, 2021 Park Place, , Birmingham, AL 35203 205-322-2100
Birmingham-Riverchase/Galleria, AL, 4520 Galleria Boulevard, , Hoover, AL 35244 205-380-3300
Calera, AL, 93 Metro Drive, , Calera, AL 35040 205-668-6565
Cullman, AL, 6100 AL HWY 157, , Cullman, AL 35058 256-739-4444
Decatur, AL, 2041 Beltline Rd., SW, , Decatur, AL 35601 256-355-5888
Dothan, AL, 4684 Montgomery Highway, , Dothan, AL 36303 334-671-7672
Enterprise, AL, 8 West Pointe Court, , Enterprise, AL 36330 334-347-5763
Eufaula, AL, 29 Veterans Boulevard, , Eufaula, AL 36027 334-6870777
Fairhope-Mobile Bay, AL, 23 North Section Street, , Fairhope, AL 36532 251-928-0956
Florence-Downtown, AL, 505 South Court Street, , Florence, AL 35630 256-767-8282
Florence-Midtown, AL, 2281 Florence Blvd., , Florence, AL 35630 256-764-8888
Foley, AL, 3152 Abbey Lane, , Foley, AL 36535 251-923-4600
Fort Payne, AL, 1201 Jordan Road Southwest, , Fort Payne, AL 35968 256-304-2600
Gadsden, AL, 129 River Road, , Gadsden, AL 35901 256-546-2337
Gadsden/Attalla I-59, AL, 206 Walker Street, , Gadsden, AL 35904 256-538-5222
Greenville, AL, 219 Interstate Drive, , Greenville, AL 36037 334-382-9631
Gulf Shores, AL, 1701 Gulf Shores Parkway, , Gulf Shores, AL 36542 251-948-1020
Guntersville, AL, 14451 U.S. Highway 431 South, , Guntersville, AL 35976 256-582-4176
Huntsville/Hampton Cove, AL, 6205 Hwy 431 South, , Huntsville, AL 35763 256-532-2110
Huntsville/Research Park Area, AL, 7010 Cabela Drive, , Huntsville, AL 35806 256-971-1850
Huntsville/Village of Providence, AL, 328 Providence Main St., , Huntsville, AL 35806 256-722-2882
Huntsville-Arsenal/South Pkway, AL, 501 Boulevard South SW, , Huntsville, AL 35802 256-882-2228
Jackson, AL, 4150 North College Avenue, , Jackson, AL 36545 251-246-7300
Jacksonville-Anniston Area, AL, 1041 JD L Drive, , Jacksonville, AL 36265 256-782-0330
Jasper, AL, 100 Industrial Parkway, , Jasper, AL 35501 205-221-3334
Lanett - West Point, AL, 4210 Phillips Road, , Lanett, AL 36863 334-576-5400
Madison Huntsville Airport, AL, 9225 Madison Blvd., , Madison, AL 35758 256-464-8999
Mobile I-65 @ Airport Blvd., AL, 1028 West I-65 Service Road South, , Mobile, AL 36609 251-343-4007

EXHIBIT A

Mobile/Downtown-Historic District, AL, 62 South Royal Street, , Mobile, AL 36602 251-436-8787
Mobile-East Bay/Daphne, AL, 29451 US Hwy. 98, , Daphne, AL 36526 251-626-2220
Mobile-I-10/Bellingrath Gardens, AL, 5478 Inn Road, , Mobile, AL 36619 251-660-9202
Mobile-Providence Park/Airport Area, AL, 525 Providence Park Drive East, , Mobile, AL 36695 251-776-5866
Montgomery-Downtown, AL, 100 Commerce Street, , Montgomery, AL 36104 334-265-1010
Montgomery-EastChase, AL, 7651 EastChase Parkway, , Montgomery, AL 36117 334-277-1818
Montgomery-South-Airport, AL, 60 Wasden Road, , Hope Hull, AL 36043 334-280-9592
Opelika-I-85-Auburn Area, AL, 3000 Capps Way, , Opelika, AL 36804 334-745-4311
Orange Beach/Gulf Front, AL, 25518 Perdido Beach Blvd, , Orange Beach, AL 36561 251-923-4400
Oxford/Anniston, AL, 210 Colonial Drive, , Oxford, AL 36203 256-8318958
Ozark, AL, 235 North US Highway 231, , Ozark, AL 36360 334-443-6669
Pell City, AL, 220 Vaughan Lane, , Pell City, AL 35125 205-814-3000
Phenix City (Columbus Area), AL, 620 Martin Luther King Jr. Parkway, , Phenix City, AL 36869 334-664-0776
Prattville, AL, 2590 Cobbs Ford Road, , Prattville, AL 36066 334-285-6767
Saraland Mobile, AL, 80 Shell Street, , Saraland, AL 36571 251-266-7755
Scottsboro, AL, 24747 John T. Reid Parkway, , Scottsboro, AL 35768 256-259-5200
Selma, AL, 2200 West Highland Avenue, , Selma, AL 36701 334-876-9995
Troy, AL, 103 Troy Plaza Loop, , Troy, AL 36081 334-807-5900
Tuscaloosa-East, AL, 6400 Interstate Drive, , Tuscaloosa, AL 35453 205-562-9000
Tuscaloosa-University, AL, 600 Harper Lee Drive, , Tuscaloosa, AL 35404 205-553-9800
Wetumpka, AL, 350 South Main Street, , Wetumpka, AL 36092 334-731-2222
Winfield, AL, 7005 State Highway 129 North, , Winfield, AL 35594 205-487-1270

ALASKA
Anchorage, AK, 4301 Credit Union Drive, , Anchorage, AK 99503 907-550-7000
Fairbanks, AK, 433 Harold Bentley Avenue, , Fairbanks, AK 99701 907-451-1502

ARIZONA
Flagstaff East, AZ, 990 N Country Club Dr, , Flagstaff, AZ 86004 928-433-1234
Flagstaff-West/NAU, AZ, 2400 S. Beulah Blvd., , Flagstaff, AZ 86001 928-913-0900
Kayenta, AZ, U.S. Hwy. 160, P.O. Box 1219, Kayenta, AZ 86033 928-697-3170
Kingman, AZ, 1791 Sycamore Avenue, , Kingman, AZ 86409 928-692-0200
Lake Havasu City, AZ, 245 London Bridge Road, , Lake Havasu City, AZ 86403 928-855-4071
Page/Lake Powell, AZ, 294 Sandhill Road, , Page, AZ 86040 928-645-0075
Parker, AZ, 1110 S Geronimo Ave, , Parker, AZ 85344 928-669-1000
Phoenix Chandler/Fashion Center, AZ, 1231 South Spectrum Boulevard, , Chandler, AZ 85286 480-917-9500
Phoenix Downtown, AZ, 77 E Polk St, , Phoenix, AZ 85004 602-710-1240
Phoenix East Mesa, AZ, 1825 N. Higley Road, , Gilbert, AZ 85234 480-654-4000
Phoenix Glendale/Westgate, AZ, 6630 North 95th Avenue, , Glendale, AZ 85305 623-271-7771
Phoenix North/Happy Valley, AZ, 2550 West Charlotte Drive, , Phoenix, AZ 85085 623-516-9300
Phoenix Scottsdale Shea Blvd, AZ, 10101 North Scottsdale Road, , Scottsdale, AZ 85253 480-443-3233
Phoenix Tempe, AZ, 1415 N. Scottsdale Road, , Tempe, AZ 85281 480-941-3441
Phoenix/Anthem, AZ, 42415 N. 41st Drive, , Anthem, AZ 85086 866-690-7291

EXHIBIT A

Phoenix/Chandler, AZ, 7333 W. Detroit Street, , Chandler, AZ 85226 480-753-5200
Phoenix/Gilbert, AZ, 3265 South Market Street, , Gilbert, AZ 85297 480-543-1500
Phoenix/Glendale/Peoria, AZ, 8408 W. Paradise Lane, , Peoria, AZ 85382 877-529-5007
Phoenix/Scottsdale, AZ, 16620 North Scottsdale Road, , Scottsdale, AZ 85254 480-348-9280
Phoenix-Airport North, AZ, 601 North 44th Street, , Phoenix, AZ 85008 602-267-0606
Phoenix-Biltmore, AZ, 2310 East Highland Avenue, , Phoenix, AZ 85016 602-956-5221
Phoenix-Goodyear, AZ, 2000 N. Litchfield Road, , Goodyear, AZ 85395 623-536-1313
Phoenix-Midtown (Dwtn Area), AZ, 160 W. Catalina Drive, , Phoenix, AZ 85013 602-200-0990
Prescott Valley, AZ, 2901 North Glassford Hill Road, , Prescott Valley, AZ 86314 928-772-1800
Prescott, AZ, 3453 Ranch Drive, , Prescott, AZ 86303 928-443-5500
Scottsdale/Riverwalk, AZ, 9550 E. Talking Stick Way, , Scottsdale, AZ 85256 480-270-5393
Sedona, AZ, 1800 W. Highway 89A, , Sedona, AZ 86336 928-282-4700
Show Low/Pinetop, AZ, 1501 East Woolford Road, , Show Low, AZ 85901 928-532-4444
Sierra Vista, AZ, 4100 Snyder Boulevard, , Sierra Vista, AZ 85635 520-439-5400
Surprise, AZ, 14783 West Grand Avenue, , Surprise, AZ 85374 623-537-9122
Tempe/Phoenix Airport, AZ, 1550 S. 52nd Street, , Tempe, AZ 85281 480-410-6400
Tucson East/Williams Center, AZ, 251 South Wilmot Road, , Tucson, AZ 85711 520-514-0500
Tucson Marana, AZ, 6300 W Marana Center Blvd, , Tucson, AZ 85742 520-572-1010
Tucson-Airport, AZ, 6971 S. Tucson Boulevard, , Tucson, AZ 85756 520-918-9000
Tucson-Mall, AZ, 5950 North Oracle Road, , Tucson, AZ 85704 520-618-8000
Yuma, AZ, 1600 East 16th Street, , Yuma, AZ 85365 928-329-5600

ARKANSAS
Arkadelphia, AR, 108 Malvern Road, , Arkadelphia, AR 71923 870-403-0800
Bentonville/Rogers, AR, 4501 W. Walnut Street, , Rogers, AR 72756 479-986-0500
Blytheville, AR, 301 N. Service Road I-55, , Blytheville, AR 72315 870-763-5220
Bryant, AR, 307 Office Park Dr., , Bryant, AR 72022 501-847-3200
Clarksville, AR, 2630 W. Clark Road, , Clarksville, AR 72830 479-754-4444
El Dorado, AR, 2312 Junction City Road, , El Dorado, AR 71730 870-862-1800
Fayetteville, AR, 915 Krupa, , Fayetteville, AR 72704 479-587-8300
Forrest City, AR, 300 Holiday Drive, , Forrest City, AR 72335 870-630-9000
Fort Smith, AR, 6201-C Rogers Avenue, , Fort Smith, AR 72903 479-452-2000
Harrison, AR, 121 Hwy 43 East, , Harrison, AR 72601 870-365-0505
Hope, AR, 2700 N. Hervey Street, , Hope, AR 71801 870-777-4567
Hot Springs, AR, 151 Temperance Hill Road, , Hot Springs, AR 71913 501-525-7000
Jonesboro, AR, 2900 Phillips Drive, , Jonesboro, AR 72401 870-974-9500
Little Rock-Downtown, AR, 320 River Market Avenue, , Little Rock, AR 72201 501-244-0600
Little Rock-West, AR, 1301 South Shackleford Road, , Little Rock, AR 72211 501-537-3000
Lonoke, AR, 240 Brownsville Loop, , Lonoke, AR 72086 501-676-0602
Magnolia, AR, 128 Hwy 79 Bypass North, , Magnolia, AR 71753 870-234-1800
Marion, AR, 310 Angelo's Grove Road, , Marion, AR 72364 870-739-2800
Maumelle, AR, 11920 Maumelle Boulevard, , Maumelle, AR 72113 501-851-6600
Monticello, AR, 480 Hwy 425 N, , Monticello, AR 71655 870-367-6600

EXHIBIT A

Mountain Home, AR, 995 Coley Drive, , Mountain Home, AR 72653 870-425-0344
North Little Rock-McCain Mall, AR, 3629 McCain Boulevard, , North Little Rock, AR 72116 501-537-7700
Paragould, AR, 3810 Linwood Drive, , Paragould, AR 72450 870-565-1010
Pine Bluff, AR, 511 Mallard Loop, , Pine Bluff, AR 71603 870-850-7488
Russellville, AR, 2304 N. Arkansas Avenue, , Russellville, AR 72802 479-858-7199
Searcy, AR, 209 South Poplar St., , Searcy, AR 72143 501-2789922
Siloam Springs, AR, 2171 Ravenwood Plaza, , Siloam Springs, AR 72761 479-215-1000
Springdale, AR, 1700 S. 48th Street, , Springdale, AR 72762 479-756-3500
Texarkana, AR, 5302 Crossroads Parkway, , Texarkana, AR 71854 870-774-4267
Van Buren, AR, 1916 North 6th Street, , Van Buren, AR 72956 479-471-7447

CALIFORNIA
Agoura Hills, CA, 30255 Agoura Road, , Agoura Hills, CA 91301 818-597-0333
Arcata, CA, 4750 Valley West Blvd, , Arcata, CA 95521 707-822-5896
Arroyo Grande/Pismo Beach Area, CA, 1400 West Branch Street, , Arroyo Grande, CA 93420 805-202-2110
Arvin Tejon Ranch, CA, 5601 Outlets at Tejon Parkway, , Arvin, CA 93203 661-241-7100
Bakersfield - Central, CA, 1017 Oak Street, , Bakersfield, CA 93304 661-633-0333
Bakersfield North-Airport, CA, 8818 Spectrum Park Way, , Bakersfield, CA 93308 661-391-0600
Bakersfield/Hwy 58, CA, 7941 East Brundage Lane, , Bakersfield, CA 93307 661-321-9424
Banning/Beaumont, CA, 6071 Joshua Palmer Way, , Banning, CA 92220 951-922-1000
Barstow, CA, 2710 Lenwood Road, , Barstow, CA 92311 760-253-2600
Blythe, CA, 2011 East Donlon Street, , Blythe, CA 92225 760-921-8000
Brentwood, CA, 7605 Brentwood Boulevard, , Brentwood, CA 94513 925-513-1299
Buellton/Santa Ynez, CA, 600 McMurray Road, , Buellton, CA 93427 805-686-1555
Camarillo, CA, 50 W. Daily Drive, , Camarillo, CA 93010 805-389-9898
Carlsbad-North San Diego County, CA, 2229 Palomar Airport Road, , Carlsbad, CA 92011 760-431-2225
Channel Islands Harbor, CA, 3231 Peninsula Road, , Oxnard, CA 93035 805-985-1100
Chino Hills, CA, 3150 Chino Avenue, , Chino Hills, CA 91709 909-591-2474
Clovis - Airport North, CA, 855 Gettysburg Avenue, , Clovis, CA 93612 559-348-0000
El Centro, CA, 598 E. Wake Ave., , El Centro, CA 92243 760-336-2000
Folsom, CA, 155 Placerville Road, , Folsom, CA 95630 916-235-7744
Fremont, CA, 46500 Landing Parkway, , Fremont, CA 94538 510-498-1900
Fresno, CA, 327 E. Fir Avenue, , Fresno, CA 93720 559-447-5900
Fresno-Northwest CA, 7194 Kathryn Avenue, , Fresno, CA 93722 559-276-9700
Hemet, CA, 3700 West Florida Avenue, , Hemet, CA 92545 951-929-7373
Hermosa Beach, CA, 1530 Pacific Coast Highway, , Hermosa Beach, CA 90254 310-318-7800
Irvine East - Lake Forest, CA, 27102 Towne Centre Drive, , Foothill Ranch, CA 92610 949-597-8700
Irvine/Orange County Airport, CA, 2192 Dupont Drive, , Irvine, CA 92612 949-748-1060
Lancaster, CA, 2300 W. Double Play Way, , Lancaster, CA 93536 661-940-9194
Lathrop, CA, 103 East Louise Avenue, , Lathrop, CA 95330 209-982-5070
LAX/El Segundo, CA, 888 N. Pacific Coast Hwy, , El Segundo, CA 90245 310-322-2900
Livermore-East Bay, CA, 2850 Constitution Drive, , Livermore, CA 94551 925-606-6400
Lodi, CA, 1337 South Beckman Road, , Lodi, CA 95240 209-369-2700

EXHIBIT A

Long Beach Airport, CA, 3771 N Lakewood Blvd., , Long Beach, CA 90808 562-425-0012
Los Angeles/Arcadia/Pasadena, CA, 311 E. Huntington Drive, , Arcadia, CA 91006 626-574-5600
Los Angeles/Carson/Torrance, CA, 767 Albertoni St., , Carson, CA 90746 310-768-8833
Los Angeles/Disneyland Area/Anaheim, CA, 11747 Harbor Blvd., , Garden Grove, CA 92840 714-703-8800
Los Angeles/Glendale, CA, 114 W. Colorado, , Glendale, CA 91204 818-291-5700
Los Angeles/Hollywood, 1133 Vine Street, , Los Angeles, CA 90038 323-952-6900
Los Angeles/Orange County/Cypress, CA, 10900 Yamaha Way, , Cypress, CA 90630 714-527-2900
Los Angeles/Santa Clarita, CA, 25259 The Old Road, , Santa Clarita, CA 91381 661-253-2400
Los Angeles/Sherman Oaks, CA, 5638 Sepulveda Blvd., , Sherman Oaks, CA 91411 818-785-2211
Los Angeles/West Covina, CA, 3145 E. Garvey Ave. N., , West Covina, CA 91791 626-967-5800
Los Angeles-Burbank Airport, CA, 7501 North Glenoaks Boulevard, , Burbank, CA 91504 818-768-1106
Los Angeles-Int'l Airport/Hawthorne, CA, 11430 South Acacia Ave., , Hawthorne, CA 90250 310-973-3332
Madera, CA, 3254 Airport Dr, , Madera, CA 93637 559-6610910
Manteca, CA, 1461 Bass Pro Drive, , Manteca, CA 95336 209-823-1926
Merced, CA, 225 South Parsons Avenue, , Merced, CA 95340 209-386-1210
Milpitas, CA, 215 Barber Court, , Milpitas, CA 95035 408-428-9090
Mission Viejo, CA, 28682 Marguerite Pkwy, , Mission Viejo, CA 92692 949-429-5222
Modesto/Salida, CA, 4921 Sisk Road, , Salida, CA 95368 209-543-3650
Monterey, CA, 2401 Del Monte Avenue, , Monterey, CA 93940 831-373-7100
Moreno Valley, CA, 12611 Memorial Way, , Moreno Valley, CA 92553 951-571-7788
Morgan Hill, CA, 16115 Condit Road, , Morgan Hill, CA 95037 408-779-7666
Mountain View/Silicon Valley, CA, 390 Moffett Blvd., , Mountain View, CA 94043-4726 650-988-0300
Murrieta Temecula, CA, 25140 Hancock Ave., , Murrieta, CA 92562 951-6918820
Napa, CA, 945 Hartle Court, , Napa, CA 94559 707-255-4000
Norco-Corona-Eastvale CA, 1530 Hamner Ave., , Norco, CA 92860 951-279-1111
Oakland Airport/Alameda, CA, 1700 Harbor Bay Parkway, , Alameda, CA 94502 510-521-4500
Oakland/Hayward, CA, 24137 Mission Boulevard, , Hayward, CA 94544 510-247-1555
Ontario, CA, 4500 East Mills Circle, , Ontario, CA 91764 909-980-9888
Palm Desert, CA, 74900 Gerald Ford Drive, , Palm Desert, CA 92211 760-340-1001
Palmdale, CA, 39428 Trade Center Drive, , Palmdale, CA 93551 661-265-7400
Paso Robles, CA, 212 Alexa Court, , Paso Robles, CA 93446 805-226-9988
Petaluma, CA, 450 Jefferson St, , Petaluma, CA 94952 707-397-0000
Pittsburg, CA, 1201 California Avenue, , Pittsburg, CA 94565 925-473-1300
Red Bluff, CA, 520 Adobe Road, , Red Bluff, CA 96080-9623 530-529-4178
Redding, CA, 2160 Larkspur Lane, , Redding, CA 96002 530-224-1001
Ridgecrest, CA, 104 East Sydnor Avenue, , Ridgecrest, CA 93555 760-446-1968
Riverside/Corona East, CA, 4250 Riverwalk Parkway, , Riverside, CA 92505 951-352-5020
Rohnert Park/Sonoma County, CA, 6248 Redwood Drive, , Rohnert Park, CA 94928 707-586-8700
Roseville, CA, 110 North Sunrise Avenue, , Roseville, CA 95661 916-772-9900
Sacramento at CSUS, CA, 1875 65th Street, , Sacramento, CA 95819 916-451-1135
Sacramento/Elk Grove Laguna I-5, CA, 2305 Longport Ct, , Elk Grove, CA 95758 916-6839545
Sacramento/Rancho Cordova, CA, 10755 Gold Center Drive, , Rancho Cordova, CA 95670 916-638-4800
Sacramento-Cal Expo, CA, 2230 Auburn Blvd., , Sacramento, CA 95821 916-927-2222

EXHIBIT A

Sacramento-North Natomas, CA, 3021 Advantage Way, , Sacramento, CA 95834 916-928-5700
Salinas, CA, 523 Work Street, , Salinas, CA 93901 831-754-4700
San Bernardino, CA, 895 East Hospitality Lane, , San Bernardino, CA 92408 909-890-0600
San Clemente, CA, 2481 S. El Camino Real, , San Clemente, CA 92672 949-366-1000
San Diego/Del Mar, CA, 11920 El Camino Real, , San Diego, CA 92130 858-792-5557
San Diego/Mission Valley, CA, 2151 Hotel Circle South, , San Diego, CA 92108 619-295-7600
San Diego/Poway, CA, 14068 Stowe Drive, , Poway, CA 92064 858-391-1222
San Diego/San Marcos, CA, 123 E. Carmel Street, , San Marcos, CA 92078 760-736-9249
San Diego-Downtown/Airport Area, CA, 1531 Pacific Highway, , San Diego, CA 92101 619-233-8408
San Diego-Kearny Mesa, CA, 5434 Kearny Mesa Road, , San Diego, CA 92111 858-292-1482
San Francisco/Burlingame, CA, 1755 Bayshore Highway, , Burlingame, CA 94010 650-697-5736
San Francisco/Daly City, CA, 2700 Junipero Serra Boulevard, , Daly City, CA 94015 650-755-7500
San Francisco/Downtown-Convention Center, 942 Mission Street, , San Francisco, CA 94103 415-546-3110
San Francisco-Airport, CA, 300 Gateway Blvd., , South San Francisco, CA 94080 650-876-0200
San Jose, CA, 55 Old Tully Road, , San Jose, CA 95111 408-298-7373
San Luis Obispo, CA, 1530 Calle Joaquin, , San Luis Obispo, CA 93405 805-594-1445
Santa Ana/Orange County Airport, CA, 2720 Hotel Terrace Drive, , Santa Ana, CA 92705 714-556-3838
Santa Barbara/Goleta, CA, 5665 Hollister Ave., , Goleta, CA 93117 805-681-9800
Santa Cruz, CA, 1505 Ocean Street, , Santa Cruz, CA 95060 831-457-8000
Santa Monica, CA, 501 Colorado Avenue, , Santa Monica, CA 90401 310-260-1100
Seal Beach, CA, 2401 Seal Beach Blvd, , Seal Beach, CA 90740 562-594-3939
Suisun City Waterfront, CA, 2 Harbor Center, , Suisun City, CA 94585 707-429-0900
Tahoe/Truckee, CA, 11951 State Highway 267, , Truckee, CA 96161 530-587-1197
Temecula Valley Wine Country, CA, 28190 Jefferson Avenue, , Temecula, CA 92590 951-506-2331
Thousand Oaks, CA, 510 North Ventu Park Road, , Thousand Oaks, CA 91320 805-375-0376
Tracy, CA, 2400 Naglee Road, , Tracy, CA 95376 209-833-0483
Tulare, CA, 1100 N. Cherry Street, , Tulare, CA 93274 559-686-8700
Turlock, CA, 1821 Lander Ave, , Turlock, CA 95380 209-664-9729
Ukiah, CA, 1160 Airport Park Boulevard, , Ukiah, CA 95482 707-462-6555
Union City, CA, 31040 Alvarado-Niles Road, , Union City, CA 94587 510-475-5600
Vacaville/Napa Valley Area, CA, 800 Mason Street, , Vacaville, CA 95688 707-469-6200
Visalia, CA, 4747 W. Noble Ave, , Visalia, CA 93277 559-732-3900
West Sacramento, CA, 800 Stillwater Road, , West Sacramento, CA 95605 916-374-1909
Windsor/Sonoma Wine Country, CA, 8937 Brooks Road South, , Windsor, CA 95492 707-837-9355
Woodland/Sacramento Area, CA, 2060 Freeway Drive, , Woodland, CA 95776 530-662-9100
Yuba City, CA, 1375 Sunsweet Blvd, , Yuba City, CA 95991 530-751-1714

COLORADO

Alamosa, CO, 710 Mariposa Street, , Alamosa, CO 81101 719-480-6023
Boulder/Louisville, CO, 912 W. Dillon Road, , Louisville, CO 80027 303-666-7700
Boulder-North, CO, 6333 Lookout Road, , Boulder, CO 80301 303-530-3300
Canon City, CO, 102 McCormick Parkway, , Canon City, CO 81212 719-269-1112
Castle Rock, CO, 4830 Castleton Way, , Castle Rock, CO 80109 303-660-9800

EXHIBIT A

Colorado Springs Air Force Academy/I-25, 1307 Republic Drive, , Colorado Springs, CO 80921 719-598-6911
Colorado Springs Central Air Force Acade, 7245 Commerce Center Dr., , Colorado Springs, CO 80919 719-593-9700
Colorado Springs/I-25 South, CO, 2910 Geyser Dr., , Colorado Springs, CO 80906 719-884-0330
Colorado Springs-Airport, CO, 2077 Aerotech Drive, , Colorado Springs, CO 80916 719-591-1100
Craig, CO, 377 Cedar Court, , Craig, CO 81625 970-826-9900
Denver Downtown Convention Center, CO, 550 15th Street, , Denver, CO 80202 303-623-5900
Denver Northeast-Brighton, CO, 992 Platte River Blvd, , Brighton, CO 80601 303-654-8055
Denver Tech Center South, CO, 7079 South Kenton Street, , Centennial, CO 80112 303-790-8800
Denver Tech Center, CO, 5001 S. Ulster Street, , Denver, CO 80237 303-804-9900
Denver/Airport-Gateway Park, CO, 4310 Airport Way, , Denver, CO 80239 303-375-8118
Denver/Highlands Ranch, CO, 3095 W. County Line Road, , Highlands Ranch, CO 80129 303-794-1800
Denver/North/Westminster, CO, 5030 West 88th Place, , Westminster, CO 80031 303-427-0700
Denver/South-RidgeGate, CO, 10030 Trainstation Circle, , Lone Tree, CO 80124 303-790-4100
Denver-Cherry Creek, CO, 4150 East Kentucky Avenue, , Glendale, CO 80246 303-692-1800
Denver-Downtown, CO, 1845 Sherman Street, , Denver, CO 80203 303-864-8000
Denver-International Airport, CO, 6290 Tower Road, , Denver, CO 80249 303-371-0200
Denver-Littleton, CO, 7611 Shaffer Parkway, , Littleton, CO 80127 303-973-2400
Denver-North/Thornton, CO, 243 E. 120th Avenue, , Thornton, CO 80233 303-451-7900
Denver-Speer Boulevard, CO, 2728 Zuni Street, , Denver, CO 80211 303-455-4588
Denver-West/Federal Center, CO, 137 Union Boulevard, , Lakewood, CO 80228 303-969-9900
Denver-West/Golden, CO, 17150 W. Colfax Avenue, , Golden, CO 80401 303-278-6600
Durango, CO, 3777 Main Ave., , Durango, CO 81301 970-247-2600
Fort Morgan, CO, 1152 Main Street, , Fort Morgan, CO 80701 970-542-2484
Ft. Collins, CO, 1620 Oakridge Dr., , Fort Collins, CO 80525 970-229-5927
Glenwood Springs, CO, 401 West First Street, , Glenwood Springs, CO 81601 970-947-9400
Grand Junction Downtown/Historic Main St, 205 Main Street, , Grand Junction, CO 81501 970-243-3222
Greeley, CO, 2350 West 29th St, , Greeley, CO 80631 970-339-5525
La Junta, CO, 27800 US Hwy 50, , La Junta, CO 81050 719-384-4444
Lafayette Medical Center, CO, 317 Exempla Circle, , Lafayette, CO 80026 720-890-2000
Longmont, CO, 850 S. Main Street, , Longmont, CO 80501 303-772-2554
Loveland, CO, 5500 Stone Creek Circle, , Loveland, CO 80538 970-593-1400
Mesa Verde/Cortez, CO, 2244 E. Hawkins Street, , Cortez, CO 81321 970-564-5924
Montrose, CO, 1980 North Townsend, , Montrose, CO 81401 970-252-3300
Parker, CO, 19010 East Cottonwood Drive, , Parker, CO 80138 303-841-2977
Pueblo/North, CO, 4790 Eagleridge Circle, , Pueblo, CO 81008 719-543-6500
Pueblo-Southgate, CO, 3315 Gateway Drive, , Pueblo, CO 81004 719-566-1726
Rifle, CO, 715 Megan Avenue, , Rifle, CO 81650 970-625-1500
Silverthorne, CO, 177 Meraly Way, PO Box 416, Silverthorne, CO 80498 970-513-4020
Steamboat Springs, CO, 725 South Lincoln, PO Box 881510, Steamboat Springs, CO 80488-1510 970-871-8900

CONNECTICUT
Danbury, CT, 81 Newtown Road, , Danbury, CT 06810 203-748-6677
Groton, CT, 300 Long Hill Rd., , Groton, CT 06340 860-405-1585

EXHIBIT A

Hartford/East Hartford, CT, 351 Pitkin Street, , East Hartford, CT 06108 860-282-2500
Hartford/Farmington, CT, 301 Colt Highway, , Farmington, CT 06032 860-674-8488
Hartford-Airport, CT, 2168 Poquonock Avenue, , Windsor, CT 06095 860-683-1118
Hartford-Manchester, CT, 1432 Pleasant Valley Road, , Manchester, CT 06042 860-644-1732
Milford, CT, 129 Plains Rd., , Milford, CT 06460 203-874-4400
Mystic, CT, 6 Hendel Drive, , Mystic, CT 06355 860-536-2536
New Haven-South/West Haven, CT, 510 Saw Mill Road, , West Haven, CT 06516 203-932-0404
Norwich, CT, 154 Salem Turnpike, , Norwich, CT 06360 860-885-1100
Rocky Hill-Hartford South, CT, 685 Cromwell Ave, , Rocky Hill, CT 06067 860-7573317
Shelton, CT, 695 Bridgeport Avenue, , Shelton, CT 06484 203-925-5900
Springfield-South/Enfield, CT, 20 Phoenix Avenue, , Enfield, CT 06082 860-741-3111
Stamford, CT, 26 Mill River Street, , Stamford, CT 06902 203-353-9855
Waterbury, CT, 777 Chase Parkway, , Waterbury, CT 06708 203-753-1777

DELAWARE
Dover, DE, 1568 North DuPont Highway, , Dover, DE 19901 302-736-3500
Middletown, DE, 117 Sand Hill Drive, , Middletown, DE 19709 302-378-5656
Milford, DE, 100 Lighthouse Estates Drive, , Milford, DE 19963 302-422-4320
Rehoboth Beach, DE, 18826 Coastal Highway, , Rehoboth Beach, DE 19971 302-645-8003
Seaford, DE, 22871 Sussex Highway, , Seaford, DE 19973 302-629-4500
Wilmington/Christiana, DE, 1008 Old Churchmans Road, , Newark, DE 19713 302-454-7300

DISTRIC OF COLUMBIA
Washington, D.C./Navy Yard Area, 1265 First Street SE, , Washington, DC 20003 202-800-1000
Washington DC NoMa Union Station, 501 New York Ave NE, Suite A, Washington, DC 20002 202-3931001
Washington, DC/White House, 1729 H Street N.W., , Washington, DC 20006 202-296-1006
Washington-Downtown-Convention Center, D, 901 6th Street., NW, , Washington, DC 20001-2646 202-842-2500

FLORIDA
Amelia Island at Fernandina Beach, FL, 2549 Sadler Road, , Fernandina Beach, FL 32034 904-321-1111
Amelia Island-Historic Harbor Front, FL, 19 South 2nd Street, , Fernandina Beach, FL 32034 904-491-4911
Bartow, FL, 205 Old Bartow Eagle Lake Rd., , Bartow, FL 33830 863-535-5007
Boca Raton, FL, 1455 Yamato Road, , Boca Raton, FL 33431 561-988-0200
Boca Raton/Deerfield Beach, FL, 660 West Hillsboro Blvd., , Deerfield Beach, FL 33441 954-481-1221
Bonita Springs/Naples-North, FL, 27900 Crown Lake Boulevard, , Bonita Springs, FL 34135 239-947-9393
Boynton Beach, FL, 1475 West Gateway Boulevard, , Boynton Beach, FL 33426 561-369-0018
Bradenton/Downtown Historic District, FL, 309 10th Street West, , Bradenton, FL 34205 941-746-9400
Brooksville/Dade City, FL, 30301 Cortez Blvd., , Brooksville, FL 34602 352-796-1000
Cape Coral-Fort Myers Area, FL, 619 S.E. 47th Terrace, , Cape Coral, FL 33904 239-540-1050
Clearwater Beach, FL, 635 South Gulfview Boulevard, , Clearwater Beach, FL 33767 727-451-1111
Clearwater/St. Petersburg Ulmerton Rd, F, 4050 Ulmerton Rd., , Clearwater, FL 33762 727-572-7456
Clermont, FL, 2200 East Highway 50, , Clermont, FL 34711 352-536-6600
Cocoa Beach/Cape Canaveral, FL, 3425 N. Atlantic Ave., , Cocoa Beach, FL 32931 321-799-4099

EXHIBIT A

Coconut Creek, FL, 5740 North State Road 7, , Coconut Creek, FL 33073 954-363-3000
Crestview I-10, FL, 112 John King Road, , Crestview, FL 32539 850-409-3360
Crystal River, FL, 1103 North Suncoast Boulevard, , Crystal River, FL 34429 352-564-6464
Dade City/Zephyrhills, FL, 13215 US HWY 301, , Dade City, FL 33525 352-567-5277
Daytona Beach Shores-Oceanfront, FL, 3135 South Atlantic Avenue, , Daytona Beach Shores, FL 32118 386-767-8533
Daytona Beach/Beachfront, FL, 1024 North Atlantic Avenue, , Daytona Beach, FL 32118 386-944-2570
Daytona Speedway/Airport, FL, 1715 W International Speedway Blvd., , Daytona Beach, FL 32114 386-257-4030
Daytona/Ormond Beach, FL, 155 Interchange Boulevard, , Ormond Beach, FL 32174 386-677-9999
Debary/Deltona/Orange City, FL, 308 Sunrise Blvd., , Debary, FL 32713 386-668-5758
DeLand, FL, 20 Summit Oak Place, , DeLand, FL 32720 386-279-7808
Destin, FL, 1625 Hwy 98 East, , Destin, FL 32541 850-654-2677
Destin/Sandestin Area, FL, 10861 Highway 98, , Destin, FL 32550 850-837-7889
Ellenton/Bradenton, FL, 5810 20th Court East, , Ellenton, FL 34222 941-721-4000
Fort Lauderdale/Miramar, FL, 10990 Marks Way, , Miramar, FL 33025 954-430-5590
Fort Lauderdale/Plantation, FL, 7801 S.W. 6th Street, , Plantation, FL 33324 954-382-4500
Fort Lauderdale/West-Sawgrass/Tamarac, F, 5701 Madison Avenue, , Tamarac, FL 33321 954-724-7115
Fort Lauderdale-Cypress Creek, FL, 720 East Cypress Creek Road, , Fort Lauderdale, FL 33334-3564 954-776-7677
Fort Myers Beach/Sanibel Gateway, FL, 11281 Summerlin Square Blvd., , Fort Myers Beach, FL 33931 239-437-8888
Fort Myers-Airport I-75, FL, 9241 Market Place Rd., , Fort Myers, FL 33912 239-768-2525
Fort Myers-Colonial Blvd., FL, 4350 Executive Circle, , Fort Myers, FL 33916 239-931-5300
Fort Pierce, FL, 1985 Reynolds Drive, , Fort Pierce, FL 34945 772-828-4100
Fort Walton Beach, FL, 1112 Santa Rosa Blvd., , Fort Walton Beach, FL 32548 850-301-0906
Ft. Lauderdale Airport/South Cruise Port, 2500 Stirling Road, , Hollywood, FL 33020 954-922-0011
Ft. Lauderdale/Downtown Las Olas Area, F, 250 North Andrews Avenue, , Fort Lauderdale, FL 33301 954-924-2700
Ft. Lauderdale/Pompano Beach, FL, 900 S Federal Highway, , Pompano Beach, FL 33062 954-6239000
Ft. Lauderdale-Arpt-North Cruise Port, F, 2301 SW 12th Avenue, , Fort Lauderdale, FL 33315 954-524-9900
Ft. Lauderdale-Commercial Blvd., FL, 4499 W. Commercial Boulevard, , Tamarac, FL 33319 954-735-7575
Ft. Lauderdale-West/Pembroke Pines, FL, 1900 NW 150th Avenue, , Pembroke Pines, FL 33028 954-441-4242
Ft. Myers/Estero, FL, 10611 Chevrolet Way, , Estero, FL 33928 239-947-5566
Gainesville, FL, 4225 SW 40th Blvd., , Gainesville, FL 32608 352-371-4171
Gainesville-Downtown, FL, 101 SE 1st Avenue, , Gainesville, FL 32601 352-240-9300
Hallandale Beach Aventura, FL, 1000 South Federal Highway, , Hallandale Beach, FL 33009 954-874-1111
Jacksonville Beach/Oceanfront, FL, 1515 First Street North, , Jacksonville Beach, FL 32250 904-241-2311
Jacksonville Deerwood Park, FL, 4415 Southside Blvd., , Jacksonville, FL 32216 904-997-9100
Jacksonville I-295 East/Baymeadows, FL, 8127 Point Meadows Dr., , Jacksonville, FL 32256 904-363-7150
Jacksonville South/I-95 at JTB, FL, 4681 Lenoir Avenue South, , Jacksonville, FL 32216 904-281-2600
Jacksonville/I-10 West, FL, 548 Chaffee Point Blvd., , Jacksonville, FL 32221 904-783-8277
Jacksonville/Orange Park, FL, 141 Park Avenue, , Orange Park, FL 32073 904-278-6140
Jacksonville/Ponte Vedra Beach-Mayo Clin, 1220 Marsh Landing Parkway, , Jacksonville Beach, FL 32250 904-280-9101
Jacksonville/South-Bartram Park, FL, 13950 Village Lake Circle, , Jacksonville, FL 32258 904-268-6264
Jacksonville-Airport, FL, 13551 Airport Court, , Jacksonville, FL 32218 904-741-4001
Jacksonville-Beach Blvd/Mayo Clinic Area, 13733 Beach Boulevard, , Jacksonville, FL 32224 904-223-0222
Jacksonville-Downtown-I-95, FL, 1331 Prudential Drive, , Jacksonville, FL 32207 904-396-7770

EXHIBIT A

Jacksonville-East/Regency Sq., FL, 1021 Hospitality Lane, , Jacksonville, FL 32225 904-722-8881
Jupiter/Juno Beach, FL, 13801 U.S. Highway 1, , Juno Beach, FL 33408 561-626-9090
Key Largo, FL, 102400 Overseas Highway, PO Box 1024, Key Largo, FL 33037 305-451-1400
Lady Lake/The Villages, FL, 11727 NE 63rd Drive, , Lady Lake, FL 32162 352-259-8246
Lake City, FL, 450 SW Florida Gateway Drive, , Lake City, FL 32024 386-487-0580
Lake Mary at Colonial Townpark, FL, 850 Village Oak Lane, , Lake Mary, FL 32746 407-995-9000
Lake Wales, FL, 22900 Hwy 27, , Lake Wales, FL 33859 863-734-3000
Lakeland, FL, 4420 North Socrum Loop Road, , Lakeland, FL 33809 863-816-2525
Lakeland-South/Polk Parkway, FL, 3630 Lakeside Village Blvd, , Lakeland, FL 33803 863-603-7600
Largo, FL, 100 East Bay Drive, , Largo, FL 33770 727-585-3333
Leesburg/Tavares, FL, 9630 US Hwy 441, , Leesburg, FL 34788 352-315-1053
Marathon - Florida Keys, FL, 13351 Overseas Highway, , Marathon, FL 33050 305-359-3040
Mary Esther-Fort Walton Beach, FL, 301 Hollywood Boulevard, , Mary Esther, FL 32569 850-581-7000
Melbourne, FL, 194 Coastal Lane, , Melbourne, FL 32904 321-956-6200
Melbourne/Viera, FL, 130 Sheriff Drive, , Melbourne, FL 32940 321-255-6868
Miami - Airport East, FL, 3449 NW 42nd Ave., , Miami, FL 33142 786-801-3136
Miami Midtown, FL, 3450 Biscayne Boulevard, , Miami, FL 33137 786-581-0600
Miami/Brickell-Downtown, FL, 50 SW 12th Street, , Miami, FL 33130 305-377-9400
Miami/Dadeland, FL, 8200 SW 70th Avenue, , Miami, FL 33143 305-269-0072
Miami/South Beach-17th Street, FL, 1700 Collins Avenue, , Miami Beach, FL 33139 786-620-2900
Miami-Airport South-Blue Lagoon, FL, 777 NW 57th Avenue, , Miami, FL 33126 305-262-5400
Miami-Airport West, FL, 3620 NW 79th Avenue, , Doral, FL 33166 305-513-0777
Miami-Coconut Grove/Coral Gables, FL, 2800 SW 28th Terrace, , Coconut Grove, FL 33133 305-448-2800
Miami-Doral/Dolphin Mall, FL, 11600 NW 41st Street, , Miami, FL 33178 305-500-9300
Miami-South/Homestead, FL, 2855 N.E. 9th Street, , Homestead, FL 33033 305-257-7000
Mount Dora, FL, 19700 US Highway 441, , Mount Dora, FL 32757 352-383-4267
Naples I-75, FL, 2630 Northbrooke Plaza Drive, , Naples, FL 34119 239-596-1299
Naples-Central, FL, 3210 Tamiami Trail N., , Naples, FL 34103 239-261-8000
Navarre, FL, 7710 Navarre Parkway, , Navarre, FL 32566 850-939-4848
New Smyrna Beach, FL, 214 Flagler Avenue, , New Smyrna Beach, FL 32169 386-898-9444
Niceville/Eglin AFB, FL, 4400 Ansley Drive, , Niceville, FL 32578 850-897-4675
Ocala, FL, 3601 SW 38th Avenue, , Ocala, FL 34474 352-867-0300
Ocala/Belleview, FL, 2075 SW Highway 484, , Ocala, FL 34473 352-347-1600
Okeechobee, FL, 1200 State Road 70 East, , Okeechobee, FL 34972 863-824-0003
Orlando Airport @ Gateway Village, FL, 5460 Gateway Village Circle, , Orlando, FL 32812 407-857-2830
Orlando at SeaWorld, FL, 7003 Sea Harbor Drive, , Orlando, FL 32821 407-778-5900
Orlando closest to Universal, FL, 5621 Windhover Drive, , Orlando, FL 32819 407-351-6716
Orlando Downtown South/Medical Center, F, 43 Columbia Street, , Orlando, FL 32806 407-270-6460
Orlando Int'l Dr. Area/Convention Center, 8900 Universal Boulevard, , Orlando, FL 32819 407-354-4447
Orlando Near Universal Blv/International, 7110 S. Kirkman Road, , Orlando, FL 32819 407-345-1112
Orlando/Apopka, FL, 321 S. Lake Cortez Drive, , Apopka, FL 32703 407-880-7861
Orlando/East UCF Area, FL, 3450 Quadrangle Boulevard, , Orlando, FL 32817 407-282-0029
Orlando/Lake Buena Vista, FL, 8150 Palm Parkway, , Orlando, FL 32836 407-465-8150

EXHIBIT A

Orlando/South Lake Buena Vista, FL, 4971 Calypso Cay Way, , Kissimmee, FL 34746 407-396-8700
Orlando-International Airport, FL, 5767 T.G. Lee Blvd., , Orlando, FL 32822 407-888-2995
Orlando-International Dr. No., FL, 7448 North International Drive, , Orlando, FL 32819 407-313-3030
Orlando-John Young Pkwy/S Park, FL, 7500 Futures Drive, , Orlando, FL 32819 407-226-3999
Orlando-North/Altamonte Springs, FL, 161 Douglas Avenue, , Altamonte Springs, FL 32714 407-331-0220
Orlando-S. of Walt Disney Resort,FL, 44117 Highway 27, , Davenport, FL 33897 863-420-9898
Palatka, FL, 100 Memorial Parkway, , Palatka, FL 32177 386-530-2420
Palm Beach Gardens, FL, 4001 RCA Boulevard, , Palm Beach Gardens, FL 33410 561-625-8880
Palm Coast-South, FL, 150 Flagler Plaza Drive, , Palm Coast, FL 32137 386-439-8999
Panama City Beach, FL, 2909 Thomas Drive, , Panama City Beach, FL 32408 850-236-8988
Panama City Beach/Beachfront, FL, 15505 Front Beach Rd, , Panama City Beach, FL 32413 850-235-4650
Panama City Beach/Pier Park Area, FL, 13505 Panama City Beach Pkwy, , Panama City Beach, FL 32407 850-230-9080
Panama City-Panama City Mall, FL, 2338 Mercedes Avenue, , Panama City, FL 32405 850-872-6969
Pensacola Beach/Gulf Front, FL, 2 Via De Luna, , Pensacola Beach, FL 32561 850-932-6800
Pensacola I-10 North at University Town, 7050 Plantation Road, , Pensacola, FL 32504 850-505-7500
Pensacola/Gulf Breeze, FL, 61 Gulf Breeze Parkway, , Gulf Breeze, FL 32561 850-203-1333
Pensacola/I-10 Pine Forest Road, FL, 8021 Lavelle Way, , Pensacola, FL 32526 850-607-7174
Pensacola-Arpt (Cordova Mall Area), FL, 2187 Airport Boulevard, , Pensacola, FL 32504 850-478-1123
Perry, FL, 2399 South Byron Butler Pkwy., , Perry, FL 32348 850-223-3000
Plant City, FL, 2702 Thonotosassa Road, , Plant City, FL 33563 813-756-5600
Port Charlotte, FL, 24480 Sandhill Boulevard, , Port Charlotte, FL 33983 941-627-5600
Port Richey, FL, 11050 U.S. Highway 19, , Port Richey, FL 34668 727-869-4900
Port St. Lucie-West, FL, 155 S.W. Peacock Boulevard, , Port Saint Lucie, FL 34986 772-878-5900
Quincy, FL, 165 Spooner Road, , Quincy, FL 32351 850-627-7555
Sarasota - I-75 Bee Ridge, FL, 5995 Cattleridge Boulevard, , Sarasota, FL 34232 941-371-1900
Sarasota/Bradenton-Airport, FL, 975 University Parkway, , Sarasota, FL 34243 941-355-8140
Sarasota/University Park, FL, 8565 Cooper Creek Blvd, , Sarasota, FL 34201 941-355-8619
Spring Hill, FL, 1344 Commercial Way, , Spring Hill, FL 34606 352-684-5000
St. Augustine - I-95, FL, 2525 CR 208, , Saint Augustine, FL 32092 904-824-4422
St. Augustine Beach, FL, 430 A-1-A Beach Blvd., , Saint Augustine, FL 32080 904-471-4000
St. Augustine/Vilano Beach, FL, 95 Vilano Road, , Saint Augustine, FL 32084 904-827-9797
St. Augustine-Historic District, FL, 2050 North Ponce de Leon Blvd., , Saint Augustine, FL 32084 904-829-1996
St. Petersburg-Downtown, FL, 80 Beach Drive NE, , Saint Petersburg, FL 33701 727-892-9900
Stuart-North, FL, 1150 NW Federal Highway, , Stuart, FL 34994 772-692-6922
Tallahassee Capitol - University, FL, 824 Railroad Avenue, , Tallahassee, FL 32310 850-692-7150
Tallahassee I-10/Thomasville Rd, FL, 3388 Lonnbladh Road, , Tallahassee, FL 32308 850-574-4900
Tallahassee-Central, FL, 2979 Apalachee Parkway, , Tallahassee, FL 32301 850-309-1300
Tampa Airport Avion Park Westshore, FL, 5329 Avion Park Drive, , Tampa, FL 33607 813-287-8500
Tampa Busch Gardens Area, FL, 3333 East Busch Boulevard, , Tampa, FL 33612 813-605-5233
Tampa East (Casino Area), FL, 11740 Tampa Gateway Blvd., , Seffner, FL 33584 813-630-4321
Tampa Northwest/Oldsmar, FL, 4017 Tampa Road, , Oldsmar, FL 34677 813-818-7202
Tampa/Brandon, FL, 10110 Horace Avenue, , Tampa, FL 33619 813-661-8888
Tampa/Wesley Chapel, FL, 2740 Cypress Ridge Blvd, , Wesley Chapel, FL 33544 813-973-2288

EXHIBIT A

Tampa-Airport/Rocky Point, FL, 3035 N. Rocky Point Drive E., , Tampa, FL 33607 813-289-6262
Tampa-Airport/Westshore, FL, 4817 W. Laurel Street, , Tampa, FL 33607 813-287-0778
Tampa-North, FL, 8210 Hidden River Parkway, , Tampa, FL 33637 813-903-6000
Tampa-Veterans Expwy/Waters Ave., FL, 5628 W. Waters Avenue, , Tampa, FL 33634 813-901-5900
Tampa-Ybor City/Downtown, FL, 1301 East 7th Avenue, , Tampa, FL 33605 813-247-6700
Tarpon Springs, FL, 39284 U.S. Hwy 19 N, , Tarpon Springs, FL 34689 727-945-7755
Titusville-I-95/Kennedy Space Center, FL, 4760 Helen Hauser Boulevard, , Titusville, FL 32780 321-383-9191
Venice Bayside/South Sarasota, FL, 881 Venetia Bay Blvd., , Venice, FL 34292 941-488-5900
Vero Beach I-95, FL, 9350 19th Lane, , Vero Beach, FL 32966 772-770-4299
Vero Beach-Downtown, FL, 611 20th Place, , Vero Beach, FL 32960 772-774-4010
Wellington, FL, 2155 Wellington Green Drive, , Wellington, FL 33414 561-472-9696
West Melbourne-Palm Bay Road, FL, 4520 Durham Drive, , Melbourne, FL 32904 321-372-7445
West Palm Beach/Fl Turnpike, FL, 2025 Vista Parkway, , West Palm Beach, FL 33411-2719 561-682-9990
West Palm Beach/Lake Worth-Turnpike, FL, 8205 Lake Worth Road, , Lake Worth, FL 33467 561-472-5980
West Palm Beach-Airport/Central, FL, 1601 Worthington Road, , West Palm Beach, FL 33409 561-472-7333
Winter Haven, FL, 202 Cypress Gardens Boulvard, , Winter Haven, FL 33880 863-299-9251

GEORGIA

Acworth, GA, 1320 Hwy 92, , Acworth, GA 30102 678-505-4870
Adairsville-Calhoun Area, GA, 101 Travelers Path, , Adairsville, GA 30103 770-773-3100
Adel, GA, 1500 West Fourth Street, , Adel, GA 31620 229-896-3099
Albany, GA, 2628 Dawson Road, , Albany, GA 31707 229-405-2000
Alpharetta, GA, 16785 Old Morris Road, , Alpharetta, GA 30004 678-393-0990
Alpharetta/Roswell, GA, 10740 Westside Way, , Alpharetta, GA 30009 770-640-5511
Americus, GA, 1609 East Lamar Street, , Americus, GA 31709 229-924-3890
Athens, GA, 2220 W. Broad Street, , Athens, GA 30606 706-548-9600
Atlanta Airport West/Camp Creek Parkway,, 3450 Creek Pointe Drive, , East Point, GA 30344 404-344-4474
Atlanta Buckhead Place, GA, 3312 Piedmont Road NE, , Atlanta, GA 30305 404-816-7309
Atlanta Kennesaw, GA, 3405 Busbee Drive, , Kennesaw, GA 30144 770-427-2002
Atlanta NW Cumberland, GA, 2775 Cumberland Parkway, , Atlanta, GA 30339 770-333-6006
Atlanta Perimeter Dunwoody, GA, 4565 Ashford Dunwoody Road, , Atlanta, GA 30346 770-350-9995
Atlanta Six Flags, GA, 999 Bob Arnold Blvd., , Lithia Springs, GA 30122 770-745-9990
Atlanta/Canton, GA, 710 Transit Avenue, , Canton, GA 30114 770-345-7400
Atlanta/Conyers, GA, 1340 Dogwood Drive SE, , Conyers, GA 30013 770-483-8838
Atlanta/Cumming, GA, 915 Ronald Reagan Blvd., , Cumming, GA 30041 770-889-0877
Atlanta/Douglasville, GA, 6371 Douglas Blvd., , Douglasville, GA 30135 770-577-0091
Atlanta/Duluth/Gwinnett County, GA, 1725 Pineland Road, , Duluth, GA 30096 770-931-9800
Atlanta/Fairburn, GA, 7790 Ella Lane, , Fairburn, GA 30213 678-782-4600
Atlanta/Lawrenceville/Gwinnett Co., GA, 1135 Lakes Parkway, , Lawrenceville, GA 30043 770-338-9600
Atlanta/Lawrenceville/I-85-Sugarloaf, GA, 6010 Sugarloaf Parkway, , Lawrenceville, GA 30043 678-407-0018
Atlanta/Marietta, GA, 2136 Kingston Court, , Marietta, GA 30067 678-460-1160
Atlanta/McDonough, GA, 250 Avalon Court, , McDonough, GA 30253 770-957-5808
Atlanta/Newnan, GA, 50 Hampton Way, , Newnan, GA 30265 770-253-9922

EXHIBIT A

Atlanta/Peachtree City, GA, 300 Westpark Dr., , Peachtree City, GA 30269 770-486-8800
Atlanta/Stone Mountain, GA, 1737 Mountain Industrial Blvd., , Stone Mountain, GA 30083 770-934-0004
Atlanta/Woodstock, GA, 450 Parkway 575, , Woodstock, GA 30188 770-592-2323
Atlanta-Airport North, GA, 3450 Bobby Brown Parkway, , Atlanta, GA 30344 404-767-9300
Atlanta-Buckhead, GA, 3398 Piedmont Rd., NE, , Atlanta, GA 30305 404-233-5656
Atlanta-Downtown, GA, 161 Ted Turner Dr NW, , Atlanta, GA 30303 404-589-1111
Atlanta-Galleria, GA, 2733 Circle 75 Parkway, , Atlanta, GA 30339 770-955-1110
Atlanta-Georgia Tech/Downtown, GA, 244 North Avenue, N.W., , Atlanta, GA 30313 404-881-0881
Atlanta-Mall of Georgia, GA, 3240 Buford Drive, , Buford, GA 30519 678-546-1200
Atlanta-North Druid Hills, GA, 1975 North Druid Hills Road, , Atlanta, GA 30329 404-320-6600
Atlanta-Northlake, GA, 3400 Northlake Pkwy NE, , Atlanta, GA 30345 770-493-1966
Atlanta-Perimeter Center, GA, 769 Hammond Drive NE, , Atlanta, GA 30328 404-303-0014
Atlanta-Southlake, GA, 1533 Southlake Pkwy, , Morrow, GA 30260 770-968-8990
Atlanta-Stockbridge, GA, 7342 Hannover Parkway North, , Stockbridge, GA 30281 770-389-0065
Atlanta-Town Center/Kennesaw, GA, 871 Cobb Place Blvd., , Kennesaw, GA 30144 770-426-0017
Augusta/Gordon Hwy, GA, 306 Timbercreek Lane, , Augusta, GA 30909 706-396-5500
Augusta-Washington Road @ I-20, GA, 3028 B Washington Road, , Augusta, GA 30907 706-738-4567
Augusta-West, GA, 4081 Jimmie Dyess Parkway, , Augusta, GA 30909 706-860-1610
Bainbridge, GA, 1522 Tallahassee Highway, , Bainbridge, GA 39819 229-246-1341
Braselton, GA, 5159 Golf Club Drive, , Braselton, GA 30517 770-307-0700
Bremen-I-20 (Carrollton Area), GA, 28 Price Creek Road, , Bremen, GA 30110 770-537-9001
Brunswick, GA, 128 Venture Drive, , Brunswick, GA 31525 912-261-0939
Carrollton, GA, 102 South Cottage Hill Road, , Carrollton, GA 30117 770-838-7722
Cartersville, GA, 5600 Hwy 20 SE, , Cartersville, GA 30121-5211 770-382-8999
Columbus-North, GA, 7390 Bear Lane, , Columbus, GA 31909-2516 706-256-2222
Columbus-South/Ft. Benning, GA, 2870 S. Lumpkin Rd., , Columbus, GA 31903 706-660-5550
Commerce, GA, 153 Hampton Court, , Commerce, GA 30529 706-335-6161
Cordele, GA, 1709 East 16th Avenue, , Cordele, GA 31015 229-273-7150
Cornelia, GA, 161 Market Corners Drive, , Cornelia, GA 30531 706-778-0040
Covington, GA, 14460 Lochridge Blvd, , Covington, GA 30014 678-212-2500
Dalton, GA, 1000 Market Street, , Dalton, GA 30720 706-226-4333
Darien-I-95, GA, 610 Highway 251, , Darien, GA 31305 912-437-5558
Douglas, GA, 1604 S. Peterson Avenue, , Douglas, GA 31533 912-383-7550
Dublin, GA, 103 Travel Center Blvd., , Dublin, GA 31021 478-246-6055
Emerson LakePoint, GA, 86 Old Allatoona Rd SE, , Cartersville, GA 30121 678-792-3375
Fayetteville, GA, 110 Meeting Place Drive, , Fayetteville, GA 30214 770-460-6700
Flowery Branch, GA, 4660 Holland Dam Road, , Flowery Branch, GA 30542 770-965-0357
Forsyth, GA, 360 S Frontage Rd, , Forsyth, GA 31029 478-994-9990
Gainesville, GA, 450 Jesse Jewel Parkway, SW, , Gainesville, GA 30501 770-503-0300
Helen, GA, 147 Unicoi Street, , Helen, GA 30545 706-878-3310
Hinesville, GA, 1148 E. Oglethorpe Highway, , Hinesville, GA 31313 912-877-4090
Jekyll Island, GA, 200 South Beachview Drive, , Jekyll Island, GA 31527 912-635-3733
Kingsland, GA, 102 Reddick Road, , Kingsland, GA 31548 912-729-1900

EXHIBIT A

LaGrange near Callaway Gardens, GA, 100 Willis Circle, , LaGrange, GA 30240 706-845-1115
Lake Hartwell, GA, 1357 E Franklin St, , Hartwell, GA 30643 706-376-4700
Lavonia, GA, 115 Owens Drive, , Lavonia, GA 30553 706-460-5100
Macon I-475, GA, 5010 Eisenhower Parkway, , Macon, GA 31206 478-803-4900
Macon I-75 North, GA, 3954 River Place Dr., , Macon, GA 31210 478-803-5000
Madison, GA, 2012 Eatonton Road, , Madison, GA 30650 706-342-9003
Milledgeville, GA, 2461 N. Columbia Street, , Milledgeville, GA 31061 478-451-0050
Moultrie, GA, 441 Hampton Way NE, , Moultrie, GA 31788 229-616-7777
Norcross, GA, 5655 Jimmy Carter Blvd., , Norcross, GA 30071 770-446-3210
Peachtree Corners/Norcross, GA, 440 Technology Parkway NW, , Peachtree Corners, GA 30092 770-729-0015
Perry, GA, 102 Hampton Court, , Perry, GA 31069 478-987-7681
Ringgold/Ft. Oglethorpe, GA, 6875 Battlefield Parkway, , Ringgold, GA 30736 706-935-4800
Rome, GA, 875 West 1st St. NW, , Rome, GA 30161 706-622-5631
Savannah I-95 South/Gateway, GA, 591 Al Henderson Blvd., , Savannah, GA 31419 912-921-1515
Savannah/Midtown, GA, 20 Johnston Street, , Savannah, GA 31405 912-721-3700
Savannah-Airport, GA, 70 Stephen S. Green Drive, , Savannah, GA 31408 912-966-1240
Savannah-Historic District, GA, 201 E. Bay St., , Savannah, GA 31401 912-231-9700
Savannah-Historic District, GA, 603 West Oglethorpe Avenue, , Savannah, GA 31401 912-721-1600
Savannah-I-95 North, GA, 7050 GA-21, , Port Wentworth, GA 31407 912-966-2000
Savannah-I-95/Richmond Hill, GA, 4679 Highway 17, , Richmond Hill, GA 31324 912-756-2272
Snellville Atlanta NE, GA, 1905 Pharrs Road, , Snellville, GA 30078 678-344-9090
St. Simons Island, GA, 2204 Demere Road, , Saint Simons Island, GA 31522 912-634-2204
Statesboro, GA, 350 Brampton Avenue, , Statesboro, GA 30458 912-489-8989
Thomasville, GA, 1950 Georgia Highway 122, , Thomasville, GA 31757 229-227-0040
Thomson, GA, 1702 Washington Road, , Thomson, GA 30824 706-595-5300
Tifton, GA, 720 U.S. Hwy 319 South, , Tifton, GA 31794 229-382-8800
Valdosta/Lake Park Area, GA, 4906 Timber Drive, , Lake Park, GA 31636 229-559-5565
Valdosta-Conference Center, GA, 2 Meeting Place Drive, , Valdosta, GA 31601 229-241-1234
Vidalia, GA, 3303 East First St, , Vidalia, GA 30474 912-526-0235
Warner Robins, GA, 4000 Watson Blvd., , Warner Robins, GA 31093 478-953-9443
Waycross, GA, 1720 Brunswick Highway, , Waycross, GA 31501 912-285-5515
Waynesboro, GA, 235 Peachtree Street, , Waynesboro, GA 30830 706-558-4190

HAWAII
Oahu/Kapolei, HI, 91-5431 Kapolei Parkway, Suite 900, , Kapolei, HI 96707 808-628-4900

IDAHO
Boise/Meridian, ID, 875 South Allen Street, , Meridian, ID 83642 208-887-3600
Boise/Spectrum, ID, 7499 West Overland Road, , Boise, ID 83709 208-323-2500
Boise-Airport, ID, 3270 South Shoshone, , Boise, ID 83705 208-331-5600
Boise-Downtown, ID, 495 S Capitol Blvd., , Boise, ID 83702 208-331-1900
Coeur d' Alene, ID, 1500 Riverstone Dr., , Coeur d'Alene, ID 83814 208-769-7900
Idaho Falls At The Mall, ID, 2500 Channing Way, , Idaho Falls, ID 83404 208-529-9800

EXHIBIT A

Idaho Falls/Airport, ID, 645 Lindsay Blvd, , Idaho Falls, ID 83402 208-523-1400
Lewiston, ID, 2701 Nez Perce Drive, , Lewiston, ID 83501 208-743-9004
Mountain Home, ID, 3175 NE Foothills Avenue, , Mountain Home, ID 83647 208-587-7300
Nampa at the Idaho Center, ID, 5750 East Franklin Road, , Nampa, ID 83687 208-442-0036
Pocatello, ID, 151 Vista Drive, , Pocatello, ID 83201 208-233-8200
Rexburg, ID, 1195 S Yellowstone HWY, , Rexburg, ID 83440 208-497-0424
Twin Falls, ID, 1658 Fillmore Street North, , Twin Falls, ID 83301 208-734-2233

ILLINOIS
Bloomington/Normal, IL, 320 S Towanda Ave., , Normal, IL 61761-2212 309-452-8900
Bloomington-West, IL, 906 Maple Hill Road, , Bloomington, IL 61705 309-829-3700
Bolingbrook, IL, 165 Remington Blvd., , Bolingbrook, IL 60440 630-759-7100
Bourbonnais/Kankakee, IL, 64 Ken Hayes Drive, , Bourbonnais, IL 60914 815-933-3800
Carbondale, IL, 2175 Reed Station Parkway, , Carbondale, IL 62901 618-549-6900
Champaign Southwest, IL, 3308 Mission Drive, , Champaign, IL 61822 217-356-0726
Champaign/Urbana, IL, 1200 West University Avenue, , Urbana, IL 61801 217-337-1100
Chicago Burr Ridge, IL, 100 Harvester Drive, , Burr Ridge, IL 60527 630-655-1000
Chicago Downtown West Loop, IL, 116 N Jefferson, , Chicago, IL 60661 312-6480000
Chicago Downtown/Magnificent Mile, IL, 160 E. Huron St., , Chicago, IL 60611 312-706-0888
Chicago Downtown/N Loop/Michigan Ave, IL, 68 E. Wacker Place, , Chicago, IL 60601 312-419-9014
Chicago Elgin / I-90, IL, 405 Airport Rd., , Elgin, IL 60123-9356 847-931-1940
Chicago McCormick Place, IL, 123 East Cermak, Suite 100, , Chicago, IL 60616 312-791-1121
Chicago North/Loyola Station, IL, 1209 West Albion Ave, , Chicago, IL 60626 312-265-5800
Chicago Theatre District, IL, 22 W. Monroe, , Chicago, IL 60603 312-332-5052
Chicago Waukegan, IL, 438 Lakehurst Road, , Waukegan, IL 60085 847-473-6600
Chicago/Addison (Itasca Area), IL, 1685 West Lake Street, , Addison, IL 60101 630-495-9511
Chicago/Aurora, IL, 2423 Bushwood Drive, , Aurora, IL 60506 630-907-2600
Chicago/Deer Park, IL, 21660 West Lake Cook Road, , Deer Park, IL 60010 847-726-0500
Chicago/Gurnee, IL, 5550 Grand Ave., , Gurnee, IL 60031 847-662-1100
Chicago/Hoffman Estates, IL, 2825 Greenspoint Parkway, , Hoffman Estates, IL 60169 847-882-4301
Chicago/Libertyville, IL, 2061 Shell Drive, , Libertyville, IL 60048 847-680-8828
Chicago/Lincolnshire, IL, 1400 Milwaukee Avenue, , Lincolnshire, IL 60069 847-478-1400
Chicago/Mt. Prospect, IL, 1 Randhurst Village Drive, , Mount Prospect, IL 60056 847-590-1860
Chicago/Naperville, IL, 1087 East Diehl Rd., , Naperville, IL 60563 630-505-1400
Chicago/Schaumburg, IL, 891 Plaza Drive, , Schaumburg, IL 60173 847-380-2155
Chicago/Southland-Matteson, IL, 20920 Matteson Avenue, , Matteson, IL 60443 708-748-4102
Chicago/St. Charles, IL, 2875 Foxfield Road, , Saint Charles, IL 60174 630-584-0222
Chicago/Tinley Park, IL, 18501 North Creek Drive, , Tinley Park, IL 60477 708-633-0602
Chicago-Carol Stream, IL, 205 W. North Avenue, , Carol Stream, IL 60188 630-681-9200
Chicago-Downtown, IL, 33 West Illinois, , Chicago, IL 60654 312-832-0330
Chicago-Midway Airport, IL, 6540 S. Cicero Ave., , Bedford Park, IL 60638 708-496-1900
Chicago-North Shore/Skokie, IL, 5201 Old Orchard Road, , Skokie, IL 60077 847-583-1111
Chicago-O'Hare Int'l Airport, IL, 3939 N. Mannheim Rd., , Schiller Park, IL 60176 847-671-1700

EXHIBIT A

Collinsville, IL, 7 Commerce Drive, , Collinsville, IL 62234 618-346-4400
Danville, IL, 370 Eastgate Dr., , Danville, IL 61834 217-442-3300
Decatur Southeast, IL, 4855 East Evergreen Court, , Decatur, IL 62521 217-864-3297
Decatur/Forsyth, IL, 1429 Hickory Point Drive, , Forsyth, IL 62535 217-877-5577
DeKalb (Near the University), IL, 663 S. Annie Glidden Road, , DeKalb, IL 60115 815-748-4323
Effingham, IL, 1305 Keller Drive, , Effingham, IL 62401 217-540-5050
Freeport, IL, 109 S. Galena Avenue, , Freeport, IL 61032 815-232-7100
Jacksonville, IL, 1725 West Morton Avenue, , Jacksonville, IL 62650 217-291-0415
Joliet - I-55, IL, 3555 Mall Loop Drive, , Joliet, IL 60431 815-439-9500
Joliet - I-80, IL, 1521 Riverboat Center Drive, , Joliet, IL 60436 815-725-2424
Lincoln, IL, 1019 North Heitmann Drive, , Lincoln, IL 62656 217-732-6729
Litchfield, IL, 11 Thunderbird Circle, , Litchfield, IL 62056 217-324-4441
Macomb, IL, 1639 East Jackson Street, , Macomb, IL 61455 309-837-6000
Marion, IL, 2710 West DeYoung, , Marion, IL 62959 618-998-9900
Mattoon, IL, 1416 Broadway Avenue East, , Mattoon, IL 61938 217-234-4267
McHenry, IL, 1555 South Route 31, , McHenry, IL 60050 815-578-1900
Minooka, IL, 621 Bob Blair Road, , Minooka, IL 60447 815-828-6450
Moline/Quad City Int'l Airport, IL, 2450 69th Avenue, , Moline, IL 61265 309-762-1900
Mount Vernon, IL, 221 Potomac Boulevard, , Mount Vernon, IL 62864 618-244-2323
Ottawa (Starved Rock Area), IL, 4115 Holiday Lane, , Ottawa, IL 61350 815-434-6040
Peoria at Grand Prairie, IL, 7806 N. Route 91, , Peoria, IL 61615 309-589-0001
Peoria-East, IL, 11 Winners Way, , East Peoria, IL 61611 309-694-0711
Peru, IL, 4421 North Peoria Street, , Peru, IL 61354 815-220-8400
Pontiac, IL, 2000 Grand Prix Drive, , Pontiac, IL 61764 815-844-4400
Quincy, IL, 225 South 4th Street, , Quincy, IL 62301 217-224-8378
Rockford, IL, 615 Clark Drive, , Rockford, IL 61107-5816 815-2290404
Rosemont Chicago O'Hare, IL, 9480 W. Higgins Road, , Rosemont, IL 60018 847-692-3000
Springfield-Southwest, IL, 2300 Chuckwagon Drive, , Springfield, IL 62711-7107 217-793-7670
St. Louis/Alton, IL, 1904 Homer M Adams Parkway, , Alton, IL 62002 618-433-8999
St. Louis/Columbia, IL, 165 Admiral Trost Dr., , Columbia, IL 62236 618-281-9000
St. Louis/Edwardsville, IL, 5723 Heritage Crossing Drive, , Glen Carbon, IL 62034 618-589-5000
St. Louis/Fairview Heights, IL, 150 Ludwig Dr., , Fairview Heights, IL 62208 618-397-9705
Yorkville, IL, 310 East Countryside Parkway, , Yorkville, IL 60560 630-553-9805

INDIANA

Anderson, IN, 2312 Hampton Drive, , Anderson, IN 46013 765-622-0700
Auburn, IN, 1020 Smaltz Way, , Auburn, IN 46706 260-925-1100
Batesville, IN, 1030 State Road 229 N., , Batesville, IN 47006 812-934-6262
Bloomington, IN, 2100 N. Walnut St., , Bloomington, IN 47404 812-334-2100
Brownsburg, IN, 41 Maplehurst Drive, , Brownsburg, IN 46112 317-852-5800
Columbus/Taylorsville/Edinburgh, IN, 12161 N. US 31, , Edinburgh, IN 46124 812-526-5100
Corydon, IN, 2455 Landmark Avenue, , Corydon, IN 47112 812-738-6688
Crawfordsville, IN, 2895 Gandhi Drive, , Crawfordsville, IN 47933 765-362-8884

EXHIBIT A

Elkhart, IN, 215 Northpointe Blvd., , Elkhart, IN 46514 574-264-2525
Evansville, IN, 8000 Eagle Crest Blvd., , Evansville, IN 47715 812-473-5000
Evansville/Airport, IN, 5701 Highway 41 North, , Evansville, IN 47711 812-464-1010
Fort Wayne-North, IN, 5702 Challenger Parkway, , Fort Wayne, IN 46818 260-489-0908
Ft. Wayne/Dupont Road, IN, 3520 East Dupont Road, , Fort Wayne, IN 46825 260-483-3999
Ft. Wayne-Southwest, IN, 8219 West Jefferson Blvd., , Fort Wayne, IN 46804 260-459-1999
Goshen, IN, 1968 Lincolnway East, , Goshen, IN 46526 574-533-8800
Greenfield, IN, 2271 William Way, , Greenfield, IN 46140 317-467-0700
Greensburg, IN, 2075 North Michigan Avenue, , Greensburg, IN 47240 812-663-5000
Hammond, IN, 2842 Carlson Drive, , Hammond, IN 46323 219-629-8720
Indianapolis Dwtn across from Circle Cen, 105 S. Meridian Street, , Indianapolis, IN 46225 317-261-1200
Indianapolis Northwest/Park 100, IN, 5860 West 73rd Street, , Indianapolis, IN 46278 317-290-6000
Indianapolis NW/Zionsville, IN, 6005 S. Main Street, , Whitestown, IN 46075 317-768-2330
Indianapolis/Carmel, IN, 12197 N. Meridian Street, , Carmel, IN 46032 317-843-1100
Indianapolis/Fishers, IN, 11575 Commercial Drive, , Fishers, IN 46038 317-913-0300
Indianapolis/Keystone, IN, 8980 River Crossing Boulevard, , Indianapolis, IN 46240 317-706-7500
Indianapolis-Airport, IN, 9020 Hatfield Drive, , Indianapolis, IN 46241 317-856-1000
Indianapolis-NE/Castleton, IN, 6817 E. 82nd Street, , Indianapolis, IN 46250 317-576-0220
Indianapolis-South, IN, 7045 McFarland Blvd., , Indianapolis, IN 46237 317-889-0722
Indianapolis-SW/Plainfield, IN, 2244 East Perry Road, , Plainfield, IN 46168 317-839-9993
Jasper, IN, 355 Third Avenue, , Jasper, IN 47546 812-481-1888
Kokomo, IN, 2920 South Reed Road, , Kokomo, IN 46902 765-455-2900
La Porte, IN, 1777 West High-Point Drive, , LaPorte, IN 46350 219-362-6100
Lafayette, IN, 3941 South Street, , Lafayette, IN 47905 765-447-1600
Louisville-North/Clarksville, IN, 1501 Broadway, , Clarksville, IN 47129 812-280-1501
Marion, IN, 1502 N. Baldwin Avenue, , Marion, IN 46952 765-662-6656
Merrillville, IN, 8353 Georgia Street, , Merrillville, IN 46410 219-736-7600
Michigan City, IN, 3674 North Frontage Road, , Michigan City, IN 46360 219-814-4164
Middlebury, IN, 105 Crystal Heights Blvd., , Middlebury, IN 46540 574-822-0288
Mishawaka/South Bend, IN, 7347 Heritage Square Drive, , Granger, IN 46530 574-243-4600
Muncie, IN, 4220 Bethel Avenue, , Muncie, IN 47304 765-288-8500
Munster, IN, 8936 Calumet Avenue, , Munster, IN 46321 219-836-5555
Portage, IN, 6353 Melton Road, , Portage, IN 46368 219-764-1919
Princeton, IN, 107 S. Richland Creek Drive, , Princeton, IN 47670 812-385-2400
Richmond, IN, 455 Commerce Rd., , Richmond, IN 47374 765-966-5200
Schererville, IN, 1904 US Highway 41, , Schererville, IN 46375 219-440-7591
Scottsburg, IN, 1535 McClain Avenue, , Scottsburg, IN 47170 812-752-1999
Seymour, IN, 247 N. Sandy Creek Drive, , Seymour, IN 47274 812-523-2409
Shelbyville, IN, 59 E. Rampart St., , Shelbyville, IN 46176 317-398-9100
South Bend, IN, 52709 Indiana State Route 933, , South Bend, IN 46637-3244 574-277-9373
Terre Haute, IN, 3325 U.S. 41 South, , Terre Haute, IN 47802 812-242-2222
Valparaiso, IN, 1451 South Silhavy Road, , Valparaiso, IN 46383 219-531-6424
Vincennes, IN, 2863 Ford Rd, , Vincennes, IN 47591 812-316-0999

EXHIBIT A

Warsaw, IN, 115 Robmar Drive, , Warsaw, IN 46580 574-268-2600
West Lafayette, IN, 160 Tapawingo Drive, , West Lafayette, IN 47906 765-269-8000
Westfield Indianapolis, IN, 17400 Wheeler Road, , Westfield, IN 46074 317-7631900

IOWA
Altoona Des Moines, IA, 215 Adventureland Drive NW, , Altoona, IA 50009 515-967-5774
Ames, IA, 2100 Southeast 16th Street, , Ames, IA 50010 515-232-5510
Ankeny, IA, 6210 SE Convenience Blvd, , Ankeny, IA 50021 515-261-4400
Burlington, IA, 3001 Winegard Dr., Suite 130, , Burlington, IA 52601 319-237-0700
Cedar Rapids, IA, 3265 6th Street, SW, , Cedar Rapids, IA 52404 319-362-8144
Cedar Rapids/North, IA, 1130 Park Place NE, , Cedar Rapids, IA 52402 319-832-1130
Clinton, IA, 2781 Wild Rose Circle South, , Clinton, IA 52732 563-243-5555
Council Bluffs, IA, 2204 River Road, , Council Bluffs, IA 51501 712-328-2500
Davenport, IA, 5290 Utica Ridge Road, , Davenport, IA 52807 563-441-0001
Des Moines Downtown, IA, 120 SW Water Street, , Des Moines, IA 50309 515-244-1650
Des Moines/Urbandale, IA, 8811 Plum Dr., , Urbandale, IA 50322 515-252-7000
Des Moines-Airport, IA, 5001 Fleur Drive, , Des Moines, IA 50321 515-287-7300
Dubuque, IA, 3434 Dodge Street, , Dubuque, IA 52003 563-690-2005
Iowa City/Coralville, IA, 1200 First Avenue, , Coralville, IA 52241 319-351-6600
Iowa City/University Area, IA, 4 Sturgis Corner Drive, , Iowa City, IA 52240 319-339-8000
Keokuk, IA, 3201 Main Street, , Keokuk, IA 52632 319-524-6700
Marshalltown, IA, 20 West Iowa Avenue, , Marshalltown, IA 50158 641-753-6795
Mason City, IA, 2111 4th Street SW, , Mason City, IA 50401 641-435-7500
Muscatine, IA, 3303 North Port Drive, , Muscatine, IA 52761 563-264-3003
Omaha Airport, IA, 2020 Abbott Drive, , Carter Lake, IA 51510 712-847-0699
Orange City, IA, 914 8th Street, SE, , Orange City, IA 51041 712-707-4100
Ottumwa, IA, 943 N Quincy Avenue, , Ottumwa, IA 52501 641-814-8888
Sioux City/South, IA, 5555 Sergeant Road, , Sioux City, IA 51106 712-587-6984
Waterloo Cedar Valley, IA, 2034 La Porte Road, , Waterloo, IA 50702 319-233-2044
West Des Moines Lake Drive, IA, 7060 Lake Drive, , West Des Moines, IA 50266 515-223-4700
West Des Moines/SW-Mall Area, IA, 6160 Mills Civic Parkway, , West Des Moines, IA 50266 515-218-1110

KANSAS
Colby, KS, 1000 East Willow Drive, , Colby, KS 67701 785-460-2333
Derby, KS, 1701 Cambridge Street, , Derby, KS 67037 316-425-7900
Dodge City, KS, 4002 West Comanche, , Dodge City, KS 67801 620-225-0000
Emporia, KS, 2900 Eaglecrest Dr., , Emporia, KS 66801 620-412-9040
Garden City, KS, 2505 Crestway, , Garden City, KS 67846 620-272-0454
Hays, KS, 4002 General Hays Rd., , Hays, KS 67601 785-621-4444
HUTCHINSON, KS, 1401 1 2 East 11th Street, , Hutchinson, KS 67501 620-665-9800
Junction City, KS, 1039 S. Washington Street, , Junction City, KS 66441 785-579-6950
Kansas City/Overland Park, KS, 10591 Metcalf Frontage Road, , Overland Park, KS 66212 913-341-1551
Kansas City/Shawnee Mission, KS, 16555 Midland Drive, , Shawnee, KS 66217 913-248-1900

EXHIBIT A

Kansas City-Merriam, KS, 7400 West Frontage Road, , Merriam, KS 66203 913-722-0800
Kansas City-Village West, KS, 1400 Village West Parkway, , Kansas City, KS 66111 913-328-1400
Lawrence, KS, 2300 W. 6th Street, , Lawrence, KS 66049 785-841-4994
Leavenworth, KS, 405 Choctaw Street, , Leavenworth, KS 66048 913-6801500
Liberal, KS, 508 Hotel Drive, , Liberal, KS 67901 620-604-0699
Manhattan, KS, 501 E. Poyntz Avenue, , Manhattan, KS 66502 785-539-5000
McPherson, KS, 200 Centennial Dr, , McPherson, KS 67460 620-4802990
Mulvane I-35, KS, 785 Kansas Star Drive, , Mulvane, KS 67110 316-524-3777
Olathe, KS, 12081 S. Strang Line Road, , Olathe, KS 66062 913-393-1111
Overland Park South, KS, 7521 W 135th Street, , Overland Park, KS 66223 913-681-6600
Pittsburg, KS, 1285 U.S. 69 HWY, , Pittsburg, KS 66762 620-231-3100
Pratt, KS, 1705 Maple Street, , Pratt, KS 67124 620-508-6499
Salina, KS, 401 West Schilling Road, , Salina, KS 67401 785-823-9800
Topeka, KS, 1515 S.W. Arrowhead Rd, , Topeka, KS 66604 785-228-0111
Wichita Northwest, KS, 10047 W 29th Street North, , Wichita, KS 67205 316-925-6600
Wichita/Airport, KS, 7230 West Harry, , Wichita, KS 67209 316-942-2000
Wichita/Northeast, KS, 2433 North Greenwich Road, , Wichita, KS 67226 316-636-5594
Wichita-East, KS, 9449 E. Corporate Hills Dr., , Wichita, KS 67207 316-686-3576

KENTUCKY
Ashland, KY, 1321 Cannonsburg Rd., , Ashland, KY 41102 606-928-2888
Bardstown, KY, 985 Chambers Blvd., , Bardstown, KY 40004 502-349-0100
Bowling Green, KY, 233 Three Springs Road, , Bowling Green, KY 42104 270-842-4100
Carrollton, KY, 7 Slumber Lane, , Carrollton, KY 41008 502-732-0700
Cincinnati-Airport South, OH, 7393 Turfway Rd., , Florence, KY 41042 859-283-1600
Cincinnati-Airport/North, KY, 755 Petersburg Road, , Hebron, KY 41048 859-689-1960
Corbin, KY, 125 Adams Road, , Corbin, KY 40701 606-523-5696
Danville, KY, 100 Montgomery Way, , Danville, KY 40422 859-236-6200
Dry Ridge, KY, 1200 Cull Road, , Dry Ridge, KY 41035 859-823-7111
Elizabethtown, KY, 1035 Executive Drive, , Elizabethtown, KY 42701 270-765-6663
Frankfort, KY, 1310 U.S. 127 South, , Frankfort, KY 40601 502-223-7600
Franklin, KY, 4010 Nashville Road, , Franklin, KY 42134 270-598-8001
Hazard, KY, 70 Morton Boulevard, , Hazard, KY 41701 606-439-0902
Hopkinsville, KY, 210 Richard Mills Drive, , Hopkinsville, KY 42240 270-886-8800
I-75 Lexington/Hamburg Area, KY, 2251 Elkhorn Rd., , Lexington, KY 40505 859-299-2613
Kuttawa/Eddyville, KY, 62 Days Inn Drive, , Kuttawa, KY 42055 270-388-5777
Lebanon, KY, 1125 Loretto Road, , Lebanon, KY 40033 270-699-4000
Lexington Medical Center, KY, 1953 Nicholasville Road, , Lexington, KY 40503 859-313-9000
Lexington/Georgetown, KY, 128 Darby Drive, , Georgetown, KY 40324 502-867-4888
Lexington-South, KY, 3060 Lakecrest Circle, , Lexington, KY 40513 859-223-0088
London-North, KY, 200 Alamo Drive, , London, KY 40741 606-864-0011
Louisville East/Hurstbourne, KY, 1150 Forest Bridge Rd., Building B, , Louisville, KY 40223 502-426-1822
Louisville I-65 @ Brooks Rd., KY, 180 Willabrook Drive, , Brooks, KY 40109-5254 502-957-5050

EXHIBIT A

Louisville-Airport, KY, 800 Phillips Lane, , Louisville, KY 40209 502-366-8100
Louisville-Downtown, KY, 101 East Jefferson Street, , Louisville, KY 40202 502-585-2200
Louisville-East, KY, 1451 Alliant Ave, , Louisville, KY 40299 502-809-9901
Louisville-Northeast, KY, 4100 Hampton Lake Way, , Louisville, KY 40241 502-327-8880
Madisonville, KY, 201 Ruby Drive, , Madisonville, KY 42431 270-825-2226
Maysville, KY, 503 Market Place Drive, , Maysville, KY 41056 606-759-0600
Morehead, KY, 500 Hampton Way, , Morehead, KY 40351 606-780-0601
Murray, KY, 1415 Lowes Drive, , Murray, KY 42071 270-767-2226
Newport/Cincinnati, KY, 275 Columbia Street, , Newport, KY 41071 859-415-0678
Owensboro South, KY, 615 Salem Drive, , Owensboro, KY 42303 270-926-2006
Owensboro/Downtown-Waterfront, KY, 401 West 2nd Street, , Owensboro, KY 42301 270-685-2005
Paducah, KY, 3901 Coleman Crossing Circle, , Paducah, KY 42001 270-442-0200
Pikeville, KY, 831 Hambley Blvd, , Pikeville, KY 41501 606-432-8181
Radcliff/Fort Knox, KY, 50 Bourbon Street, , Radcliff, KY 40160 270-351-5777
Richmond, KY, 1099 Barnes Mill Road, , Richmond, KY 40475 859-626-1002
Simpsonville, KY, 814 Aristocrat Ct, , Simpsonville, KY 40067 502-405-3243
Somerset, KY, 4141 S. Highway 27, , Somerset, KY 42501 606-676-8855
Wilder, KY, 10 Hampton Lane, , Wilder, KY 41076 859-441-3049
Williamsburg, KY, 530 Highway 92 W, , Williamsburg, KY 40769 606-549-3775
Winchester, KY, 1025 Early Dr., , Winchester, KY 40391 859-745-2000

LOUISIANA

Alexandria, LA, 6124 West Calhoun Drive, , Alexandria, LA 71303-5067 318-445-4449
Baton Rouge/Denham Springs, LA, 201 Rushing Road West, , Denham Springs, LA 70726 225-665-0555
Baton Rouge/Downtown, LA, 462 Lafayette Street, , Baton Rouge, LA 70801 225-382-2100
Baton Rouge/I-10 East, LA, 11271 Reiger Road, , Baton Rouge, LA 70809 225-751-4600
Baton Rouge/Port Allen, LA, 2755 Commercial Drive, , Port Allen, LA 70767 225-389-6655
Baton Rouge-I-10 & College Drive, LA, 4646 Constitution Avenue, , Baton Rouge, LA 70808 225-926-9990
Broussard-Lafayette Area, LA, 2280 E. Main Street, , Broussard, LA 70518 337-330-2500
Covington, LA, 68700 Highway 190 Service Road, , Covington, LA 70433 985-809-0019
Gonzales, LA, 2634 West Outfitters Drive, , Gonzales, LA 70737 225-450-6999
Hammond, LA, 401 Westin Oak Drive, , Hammond, LA 70403 985-419-2188
Harvey/New Orleans West Bank, LA, 1651 5th Street, , Harvey, LA 70058 504-324-5688
Houma, LA, 1728 Martin Luther King Blvd., , Houma, LA 70360 985-873-3140
Jennings, LA, 310 W Fred Ruth Zigler Memorial Dr., , Jennings, LA 70546 337-824-2699
Lafayette, LA, 2144 West Willow Street, , Scott, LA 70583 337-236-6161
Lafayette, LA, 1910 S. College Road, , Lafayette, LA 70508 337-266-5858
Lake Charles, LA, 3175 Holly Hill Road, , Lake Charles, LA 70601 337-480-6443
Laplace, LA, 4288 Highway 51, , Laplace, LA 70068 985-652-5002
Leesville/Fort Polk, LA, 136 Express Blvd, , Leesville, LA 71446 337-239-2929
Marksville, LA, 6896 Highway 1, , Mansura, LA 71350 318-253-7576
Metairie, LA, 2730 North Causeway Boulevard, , Metairie, LA 70002 504-831-7676
Monroe, LA, 5100 Frontage Road, , Monroe, LA 71202 318-343-6910

EXHIBIT A

Morgan City, LA, 6365 Highway 182 East, , Morgan City, LA 70380 985-221-4421
Natchitoches, LA, 5300 University Parkway, , Natchitoches, LA 71457 318-354-0010
New Iberia Avery Island, LA, 400 Spanish Towne Boulevard, , New Iberia, LA 70560 337-321-6700
New Orleans Downtown (French Quarter Are, 226 Carondelet Street, , New Orleans, LA 70130 504-529-9990
New Orleans-Convention Center, LA, 1201 Convention Center Blvd., , New Orleans, LA 70130 504-566-9990
New Orleans-Elmwood/Clearview Parkway Ar, 5150 Mounes Street, , Harahan, LA 70123 504-733-5646
New Orleans-St. Charles Ave./Garden Dist, 3626 St. Charles Ave., , New Orleans, LA 70115 504-899-9990
Opelousas, LA, 1700 Commerce Blvd, , Opelousas, LA 70570 337-284-3428
Ruston, LA, 1315 North Trenton Street, , Ruston, LA 71270 318-251-3090
Shreveport, LA, 5226 Monkhouse Drive, , Shreveport, LA 71109 318-636-4447
Shreveport/Bossier City at Airline Drive, 2691 Viking Drive, , Bossier City, LA 71111 318-841-9700
Shreveport/Bossier City, LA, 1005 Gould Drive, , Bossier City, LA 71111 318-752-1112
Shreveport/South, LA, 8340 Millicent Way, , Shreveport, LA 71115 318-798-1320
Slidell, LA, 56460 Frank Pichon Road, , Slidell, LA 70458 985-726-9777
Sulphur/Lake Charles Area, LA, 210 Henning Drive, , Sulphur, LA 70663 337-527-0000
Thibodaux, LA, 826 North Canal Boulevard, , Thibodaux, LA 70301 985-446-0900
West Monroe, LA, 601 Mane Street, , West Monroe, LA 71292 318-938-2800

MAINE
Augusta, ME, 388 Western Avenue, , Augusta, ME 04330 207-622-4077
Bangor, ME, 261 Haskell Road, , Bangor, ME 04401 207-990-4400
Bar Harbor, ME, 12 Norman Road, , Bar Harbor, ME 04609 207-288-3210
Bath (Brunswick Area), ME, 140 Commercial Street, , Bath, ME 04530 207-386-1310
Ellsworth/Bar Harbor, ME, 6 Downeast Highway, , Ellsworth, ME 04605 207-667-2688
Freeport/Brunswick, ME, 194 Lower Main Street, , Freeport, ME 04032 207-865-1400
Kennebunk-Kennebunkport, ME, 6 Independence Drive, , Kennebunk, ME 04043 207-9859200
Lewiston/Auburn, ME, 15 Lincoln Street, , Lewiston, ME 04240 207-344-1000
Oxford, ME, 151 Main St, , Oxford, ME 04270 207-539-6055
Portland Downtown Waterfront, ME, 209 Fore Street, , Portland, ME 04101 207-775-1454
Portland-Airport, ME, 171 Philbrook Avenue, , South Portland, ME 04106 207-773-4400
Presque Isle, ME, 768 Main Street, , Presque Isle, ME 04769 207-760-9292
Rockland, ME, 190 New County Road, , Thomaston, ME 04861 207-594-6644
Saco/Biddeford, ME, 48 Industrial Park Road, , Saco, ME 04072 207-282-7222
Waterville, ME, 425 Kennedy Memorial Drive, , Waterville, ME 04901 207-873-0400
Wells/Ogunquit, ME, 900 Post Road, , Wells, ME 04090 207-646-0555

MARYLAND
Annapolis, MD, 124 Womack Drive, , Annapolis, MD 21401 410-571-0200
Baltimore North/Timonium, MD, 11 Texas Station Court, , Timonium, MD 21093 410-628-2800
Baltimore/Aberdeen, MD, 795 West Bel Air Avenue, , Aberdeen, MD 21001 410-273-0202
Baltimore/Bayview Campus, MD, 6571 Eastern Avenue, , Baltimore, MD 21224 410-631-5796
Baltimore/Glen Burnie, MD, 6617 Ritchie Hwy., , Glen Burnie, MD 21061 410-761-7666
Baltimore/Owings Mills, MD, 10521 Red Run Boulevard, , Owings Mills, MD 21117 410-654-2780

EXHIBIT A

Baltimore/White Marsh, MD, 8225 Town Center Dr., , Baltimore, MD 21236 410-931-2200
Baltimore/Woodlawn, MD, 1810 Belmont Avenue, , Windsor Mill, MD 21244 410-281-1111
Baltimore-Arundel Mills/BWI, MD, 7027 Arundel Mills Circle, , Hanover, MD 21076 410-540-9225
Baltimore-Downtown-Convention Center, MD, 550 Washington Blvd., , Baltimore, MD 21230 410-685-5000
Baltimore-Inner Harbor, MD, 131 East Redwood Street, , Baltimore, MD 21202-1225 410-539-7888
Baltimore-Washington Int'l Arpt, MD, 829 Elkridge Landing Rd., , Linthicum, MD 21090 410-850-0600
Bowie, MD, 15202 Major Lansdale Blvd., , Bowie, MD 20716 301-809-1800
Camp Springs/Andrews AFB, MD, 5000 Mercedes Boulevard, , Camp Springs, MD 20746 240-5325510
College Park, MD, 9670 Baltimore Avenue, , College Park, MD 20740 301-345-2200
Columbia, MD, 8880 Columbia 100 Parkway, , Columbia, MD 21045 410-997-8555
Columbia-South, MD, 7045 Minstrel Way, , Columbia, MD 21046 410-381-3001
Cumberland, MD, 109 Welton Drive, , Cumberland, MD 21502 301-729-4028
Easton, MD, 8058 Ocean Gateway, , Easton, MD 21601 410-822-2200
Edgewood/Aberdeen-South, MD, 2110 Emmorton Park Road, , Edgewood, MD 21040 410-670-6000
Elkton, MD, 2 Warner Road, , Elkton, MD 21921 410-398-7777
Frederick, MD, 5311 Buckeystown Pike, , Frederick, MD 21704 301-698-2500
Frederick-Fort Detrick, MD, 1565 Opossumtown Pike, , Frederick, MD 21702 301-696-1565
Frostburg, MD, 11200 New Georges Creek Road, , Frostburg, MD 21532 301-689-1998
Glenarden/Washington, DC, 2901 Campus Way North, , Glenarden, MD 20706 301-322-3200
Hagerstown I-81, 18300 Peak Circle, , Hagerstown, MD 21742 240-420-1970
Hagerstown, MD, 1716 Dual Highway, , Hagerstown, MD 21740-6635 301-739-6100
Laurel(Fort Meade Area), MD, 7900 Braygreen Road, , Laurel, MD 20708 240-456-0234
Lexington Park, MD, 22211 Three Notch Road, , Lexington Park, MD 20653 301-863-3200
National Harbor/Alexandria Area, MD, 250 Waterfront St, , Oxon Hill, MD 20745 301-567-3531
Ocean City/Bayfront-Convention Center, M, 4301 Coastal Highway, , Ocean City, MD 21842 410-524-6263
Salisbury, MD, 121 E. Naylor Mill Road, , Salisbury, MD 21804 410-334-3080
Salisbury/Fruitland,MD, 304 Prosperity Lane, , Fruitland, MD 21826 410-548-1282
Silver Spring, MD, 8728-A Colesville Road, , Silver Spring, MD 20910 301-588-5887
Waldorf, MD, 3750 Crain Highway, , Waldorf, MD 20603 301-632-9600
Washington, DC North/Gaithersburg, MD, 960 North Frederick Avenue, , Gaithersburg, MD 20879 301-990-4300

MASSACHUSETTS
Amesbury, MA, 284 Elm Street, , Amesbury, MA 01913 978-834-5080
Auburn, MA, 736 Southbridge Street, , Auburn, MA 01501 774-221-0055
Berkshires/Lenox, MA, 445 Pittsfield Rd, , Lenox, MA 01240 413-499-1111
Boston Bedford Burlington, MA, 25 Middlesex Turnpike, , Billerica, MA 01821-3936 978-262-9977
Boston/Braintree, MA, 215 Wood Road, , Braintree, MA 02184 781-380-3300
Boston/Cambridge, MA, 191 Monsignor O'Brien Highway, , Cambridge, MA 02141 617-494-5300
Boston/Marlborough, MA, 277 Boston Post Road West, , Marlborough, MA 01752 508-787-9888
Boston/Natick, MA, 319 Speen Street, , Natick, MA 01760 508-653-5000
Boston/Norwood, MA, 434 Providence Highway Rt. 1, , Norwood, MA 02062 781-769-7000
Boston/Peabody, MA, 59 Newbury Street - Route 1 North, , Peabody, MA 01960 978-536-2020
Boston/Stoughton, MA, 449 Page Street, , Stoughton, MA 02072 781-297-2900

EXHIBIT A

Boston/Waltham, MA, 135 2nd Avenue, , Waltham, MA 02451 781-466-6644
Boston/Westborough, 15 Connector Road, , Westborough, MA 01581 508-3295570
Boston-Crosstown Center, MA, 811 Massachusetts Avenue, , Boston, MA 02118 617-445-6400
Boston-Logan Airport, MA, 230 Lee Burbank Highway, , Revere, MA 02151 781-286-5665
Cape Cod/West Yarmouth, MA, 99 Route 28, , West Yarmouth, MA 02673 508-862-9010
Chicopee/Springfield, MA, 600 Memorial Drive, , Chicopee, MA 01020 413-593-1500
Fall River/Westport, MA, 53 Old Bedford Road, , Westport, MA 02790 508-675-8500
Foxborough - Mansfield, MA, 2 Foxborough Boulevard, , Foxborough, MA 02035 508-623-2555
Franklin/Milford, MA, 735 Union Street, , Franklin, MA 02038 508-520-2999
Greenfield, MA, 184 Shelburne Road, , Greenfield, MA 01301 413-773-0057
Hadley/Amherst Area, MA, 24 Bay Road, , Hadley, MA 01035 413-586-4851
Haverhill, MA, 106 Bank Road, , Haverhill, MA 01832 978-374-7755
New Bedford/Fairhaven, MA, 1 Hampton Way, , Fairhaven, MA 02719 508-990-8500
Plymouth, MA, 10 Plaza Way, , Plymouth, MA 02360 508-747-5000
Raynham/Taunton, MA, 600 New State Highway, , Raynham, MA 02767 508-822-6222
Seekonk, MA, 1030 Fall River Avenue, , Seekonk, MA 02771 508-336-9000
Springfield/Downtown, MA, 851 East Columbus Ave, , Springfield, MA 01105 413-310-2300
Sturbridge, MA, 328 Main Street, , Sturbridge, MA 01566 508-347-6466
West Springfield, MA, 1011 Riverdale St., , West Springfield, MA 01089 413-732-1300
Westford/Chelmsford, MA, 9 Nixon Road, , Westford, MA 01886 978-392-1555
Worcester, MA, 65 Prescott St, , Worcester, MA 01605 508-886-9005

MICHIGAN
Ann Arbor/West, MI, 2910 Jackson Avenue, , Ann Arbor, MI 48103 734-994-1100
Ann Arbor-North, MI, 2300 Green Road, , Ann Arbor, MI 48105 734-996-4444
Ann Arbor-South, MI, 925 Victors Way, , Ann Arbor, MI 48108 734-665-5000
Battle Creek, MI, 1150 Riverside Drive, , Battle Creek, MI 49017 269-979-5577
Bay City, MI, 3901 Traxler Court, , Bay City, MI 48706 989-778-2555
Big Rapids, MI, 15320 Waldron Way, , Big Rapids, MI 49307 231-5277333
Birch Run/Frankenmuth, MI, 12130 Tiffany Blvd., , Birch Run, MI 48415 989-624-2500
Brighton, MI, 8068 Challis Road, , Brighton, MI 48116 810-225-8363
Cadillac, MI, 1650 South Mitchell Street, , Cadillac, MI 49601 231-779-2900
Coldwater, MI, 391 North Willowbrook Road, , Coldwater, MI 49036 517-279-9800
Commerce Novi, MI, 169 Loop Road, , Commerce Township, MI 48390 248-624-8100
Detroit/Airport-Romulus, MI, 31700 Smith Road, , Romulus, MI 48174 734-595-0033
Detroit/Allen Park, MI, 16400 Southfield Rd, , Allen Park, MI 48101 313-383-9730
Detroit/Auburn Hills South, MI, 2200 Featherstone Road, , Auburn Hills, MI 48326 248-334-3324
Detroit/Auburn Hills-North (Great Lakes, 3988 Baldwin Road, , Auburn Hills, MI 48326 248-322-1100
Detroit/Belleville-Airport Area, MI, 46280 N. I-94 Service Drive, , Belleville, MI 48111 734-699-2424
Detroit/Canton, MI, 1950 Haggerty Road North, , Canton, MI 48187 734-844-1111
Detroit/Chesterfield Township, MI, 45725 Marketplace Blvd, , Chesterfield, MI 48051 586-948-2300
Detroit/Dearborn, MI, 22324 Michigan Avenue, , Dearborn, MI 48124 313-562-0000
Detroit/Madison Heights/South Troy, MI, 32420 Stephenson Hwy., , Madison Heights, MI 48071 248-585-8881

EXHIBIT A

Detroit/Northville, MI, 20600 Haggerty Rd., , Northville, MI 48167 734-462-1119
Detroit/Roseville, MI, 33680 Gratiot Avenue, , Clinton Township, MI 48035 586-792-1500
Detroit/Southgate, MI, 13555 Prechter Boulevard, , Southgate, MI 48195 734-574-4000
Detroit/Sterling Heights, MI, 36400 Van Dyke Avenue, , Sterling Heights, MI 48312 586-276-0600
Detroit/Troy, MI, 100 Wilshire Drive, , Troy, MI 48084 248-247-3200
Detroit/Utica-Shelby Township, MI, 51620 Shelby Parkway, , Shelby Township, MI 48315 586-731-4267
Detroit/Warren, MI, 32035 Van Dyke Ave, , Warren, MI 48093 586-8263800
Detroit/Wixom, MI, 49025 Alpha Dr, , Wixom, MI 48393 248-3480170
East Lansing, MI, 2500 Coolidge Road, , East Lansing, MI 48823 517-324-2072
East Lansing/Okemos, MI, 2200 Hampton Place, , Okemos, MI 48864 517-349-6100
Flint/Grand Blanc, MI, 6060 Rashelle Drive, , Flint, MI 48507 810-234-8400
Gaylord, MI, 230 Dickerson Road, , Gaylord, MI 49735 989-731-4000
Grand Rapids/Downtown, MI, 433 Dudley Place NE, , Grand Rapids, MI 49503 616-456-2000
Grand Rapids-Airport/28th Street, MI, 5200 28th Street SE, , Grand Rapids, MI 49512 616-575-9144
Grand Rapids-North, MI, 500 Center Dr. NW, , Grand Rapids, MI 49544 616-647-1000
Grand Rapids-South, MI, 755 54th Street SW, , Wyoming, MI 49509 616-261-5500
Holland, MI, 12427 Felch Street, , Holland, MI 49424 616-399-8500
Jackson, MI, 2225 Shirley Drive, , Jackson, MI 49202 517-789-5151
Kalamazoo, MI, 2610 Airview Boulevard, , Kalamazoo, MI 49001 269-343-0400
Kalamazoo/Oshtemo, MI, 5059 South 9th Street, , Kalamazoo, MI 49009 269-372-1010
Lansing/West, MI, 900 North Canal Road, , Lansing, MI 48917 517-999-7900
Livonia Detroit, MI, 28151 Schoolcraft Road, , Livonia, MI 48150 734-237-4480
Marquette/Waterfront, MI, 461 South Lakeshore Boulevard, , Marquette, MI 49855 906-228-6001
Marshall, MI, 325 Sam Hill Drive, , Marshall, MI 49068 269-789-0131
Midland, MI, 6701 Eastman Avenue, , Midland, MI 48642 989-837-4000
Monroe, MI, 1565 North Dixie Highway, , Monroe, MI 48162 734-289-5700
Mt. Pleasant, MI, 5205 E. Pickard, , Mount Pleasant, MI 48858 989-772-5500
Muskegon, MI, 1401 East Ellis Road, , Muskegon, MI 49444 231-799-8333
Petoskey, MI, 920 Spring Street, , Petoskey, MI 49770 231-348-9555
Port Huron, MI, 1655 Yeager Street, , Port Huron, MI 48060 810-966-9000
Saginaw, MI, 2695 Tittabawassee Road, , Saginaw, MI 48604 989-797-2220
Sault Ste. Marie, MI, 3295 I75 Business Spur, , Sault Sainte Marie, MI 49783 906-635-3000
South Haven, MI, 04299 Cecilia Drive, , South Haven, MI 49090 269-639-8550
Southfield/West Bloomfield, MI, 33096 Northwestern Hwy, , West Bloomfield, MI 48322 248-6716500
St. Joseph I-94, MI, 5050 Red Arrow Hwy, , Stevensville, MI 49127 269-429-2700
Sturgis-Lagrange Area, MI, 71451 S. Centerville Road, , Sturgis, MI 49091 269-651-4210
Traverse City, MI, 1000 U.S. 31 North, , Traverse City, MI 49686 231-946-8900

MINNESOTA
Alexandria, MN, 2705 South Broadway Street, , Alexandria, MN 56308 320-763-3360
Bemidji, MN, 1019 Paul Bunyan Drive South, , Bemidji, MN 56601 218-751-3600
Brooklyn Park Minneapolis, MN, 9470 West Broadway, , Brooklyn Park, MN 55445 763-567-7990
Duluth Canal Park, MN, 310 Canal Park Drive, , Duluth, MN 55802 218-720-3000

EXHIBIT A

Duluth North/Mall Area, MN, 1002 Mall Drive, , Duluth, MN 55811 218-4817707
Fairmont, MN, 100 Hampton Dr., , Fairmont, MN 56031-0922 507-235-2626
Hibbing, MN, 4225 9th Avenue West, , Hibbing, MN 55746 218-262-0000
Lino Lakes, MN, 579 Apollo Drive, , Lino Lakes, MN 55014 763-746-7999
Minneapolis Bloomington West, MN, 5400 American Blvd. W., , Bloomington, MN 55437 952-905-2950
Minneapolis NW Maple Grove, MN, 7745 Elm Creek Blvd. N., , Maple Grove, MN 55369 763-494-4498
Minneapolis University Area, MN, 2812 University Avenue SE, , Minneapolis, MN 55414 612-259-8797
Minneapolis West/Minnetonka, MN, 10600 Wayzata Boulevard, , Minnetonka, MN 55305 952-955-8855
Minneapolis/Burnsville, MN, 14400 Nicollet Court, , Burnsville, MN 55306 952-435-6366
Minneapolis/Downtown, MN, 19 North 8th Street, , Minneapolis, MN 55403 612-341-3333
Minneapolis/Eagan, MN, 3000 Eagandale Place, , Eagan, MN 55121 651-688-3343
Minneapolis/Roseville, MN, 2050 Iona Lane West, , Roseville, MN 55113 651-209-3000
Minneapolis/Shakopee, MN, 4175 Dean Lakes Blvd., , Shakopee, MN 55379 952-641-3600
Minneapolis/St. Paul-Woodbury, MN, 1450 Weir Drive, , Woodbury, MN 55125 651-578-2822
Minneapolis-St. Paul Airport, MN, 2860 Metro Drive, , Bloomington, MN 55425 952-854-7600
Rochester, MN, 1755 South Broadway, , Rochester, MN 55904 507-287-9050
Rochester/North, MN, 2870 59th Street NW, , Rochester, MN 55901 507-289-6100
Rogers, MN, 13550 Commerce Blvd., , Rogers, MN 55374 866-918-2675
Spicer Green Lake, MN, 100 Lake Avenue North, , Spicer, MN 56288 320-796-3000
St. Cloud, MN, 145 37th Ave. North, , Saint Cloud, MN 56303 320-252-4448
St. Paul Downtown, MN, 200 7th Street West, , St Paul, MN 55102 651-224-7400
St. Paul/Oakdale, MN, 436 Imperial Ave N, , Oakdale, MN 55128 651-739-7436

MISSISSIPPI
Batesville, MS, 103 Lakewood Drive, , Batesville, MS 38606 662-578-5555
Biloxi/Ocean Springs, MS, 13921 Big Ridge Road, , Biloxi, MS 39532 228-872-6370
Biloxi-Beach Boulevard, MS, 1138 Beach Boulevard, , Biloxi, MS 39530 228-435-9010
Brookhaven, MS, 1213 Hampton Drive, , Brookhaven, MS 39601-7788 601-823-3800
Canton, MS, 133 Soldier Colony Road, , Canton, MS 39046 601-859-8700
Clarksdale, MS, 15000 New Africa Road, , Clarksdale, MS 38614 662-621-1717
Cleveland, MS, 912 North Davis Highway 61 North, , Cleveland, MS 38732 662-846-2915
Columbus, MS, 1915 6th Street North, , Columbus, MS 39701 662-245-1085
Corinth, MS, 2107 Highway 72 West, , Corinth, MS 38834 662-286-5949
Greenville, MS, 1155 VFW Road, , Greenville, MS 38701 662-335-7515
Greenwood, MS, 1815 Highway 82 West, , Greenwood, MS 38930 662-455-7985
Grenada, MS, 1545 Jameson Drive, , Grenada, MS 38901 662-226-1886
Gulfport I-10, MS, 15580 Daniel Boulevard, , Gulfport, MS 39503 228-539-0601
Hattiesburg, MS, 120 Plaza Drive, , Hattiesburg, MS 39402 601-268-0606
Hernando, MS, 2675 McIngvale Road, , Hernando, MS 38632 662-449-7737
Indianola, MS, 913 Highway 82 West, , Indianola, MS 38751 662-445-2000
Jackson Downtown-Coliseum, MS, 320 Greymont Avenue, , Jackson, MS 39202 601-352-1700
Jackson/Clinton, MS, 493 Springridge Road, , Clinton, MS 39056 601-925-9393
Jackson/Flowood (Airport Area), MS, 115 Hospitality Drive, , Flowood, MS 39232 601-709-5200

EXHIBIT A

Jackson/Pearl-International Airport, MS, 1234 Phillips Street, , Pearl, MS 39208 601-932-7676
Jackson/Richland-Highway 49, MS, 891 U.S. 49 South, , Richland, MS 39218 601-398-2116
Laurel, MS, 1509 Jefferson Street, , Laurel, MS 39440 601-399-0659
McComb, MS, 109 Manisha Drive, , McComb, MS 39648 601-249-4116
Memphis/Southaven, MS, 7097 Sleepy Hollow Dr, , Southaven, MS 38671 662-349-8855
Meridian, MS, 103 US Highway 11 80, , Meridian, MS 39301 601-483-3000
Moss Point, MS, 6730 Hwy 63 North, , Moss Point, MS 39563 228-246-0777
Natchez, MS, 627 South Canal Street, , Natchez, MS 39120 601-446-6770
New Albany, MS, 320 Coulter Cove, , New Albany, MS 38652 662-534-7722
Olive Branch, MS, 6830 Crumpler Blvd., , Olive Branch, MS 38654 662-893-7600
Oxford/Conference Center, MS, 103 Ed Perry Blvd., , Oxford, MS 38655 662-234-5565
Oxford-West, MS, 110 Heritage Drive, , Oxford, MS 38655 662-232-2442
Starkville, MS, 700 Highway 12, , Starkville, MS 39759 662-324-1333
Tupelo/Barnes Crossing, MS, 1116 Carter Cove, , Tupelo, MS 38804 662-821-0317
Vicksburg, MS, 3330 Clay St., , Vicksburg, MS 39183 601-636-6100
West Point, MS, 5821 Highway 45 ALT S, , West Point, MS 39773-412 662-494-7802
Wiggins, MS, 1121 East Frontage Road, , Wiggins, MS 39577 601-528-5255
Yazoo City, MS, 2161 Grand Avenue, , Yazoo City, MS 39194 662-746-3333

MISSOURI

Belton/Kansas City area, MO, 16410 Cornerstone Drive, , Belton, MO 64012 816-416-8006
Branson On the Strip, MO, 3695 W. 76 Country Blvd, , Branson, MO 65616 417-337-5762
Branson/Branson Hills, MO, 200 South Payne Stewart Drive, , Branson, MO 65616 417-243-7800
Cape Girardeau I-55 East, MO, 207 S. Mount Auburn Rd., , Cape Girardeau, MO 63703 573-334-4499
Clayton/St. Louis-Galleria Area, MO, 216 N Meramec Avenue, , Clayton, MO 63105 314-7270700
Clinton, MO, 900 Kansas Avenue, , Clinton, MO 64735 660-885-4488
Columbia (at the University of Missouri), 1225 Fellow's Place Boulevard, , Columbia, MO 65201 573-214-2222
Columbia, MO, 3410 Clark Lane, , Columbia, MO 65202 573-886-9392
Farmington, MO, 850 Valley Creek Drive, , Farmington, MO 63640 573-760-8700
Jefferson City-@ Capital Mall, MO, 4800 Country Club Drive, , Jefferson City, MO 65109-4542 573-634-7440
Joplin, MO, 3107 East 36th Street, , Joplin, MO 64804 417-659-9900
Kansas City/Blue Springs, MO, 900 NW South Outer Road, , Blue Springs, MO 64015 816-220-3844
Kansas City/Downtown/Financial District,, 801 Walnut Street, , Kansas City, MO 64106 816-474-9200
Kansas City/Liberty, MO, 8551 Church Rd., , Kansas City, MO 64157 816-415-9600
Kansas City/Near Worlds of Fun, MO, 4233 N. Corrington Avenue, , Kansas City, MO 64117 816-452-1010
Kansas City-Airport, MO, 11212 North Newark Circle, , Kansas City, MO 64153 816-464-5454
Kansas City-Country Club Plaza, MO, 4600 Summit, , Kansas City, MO 64112 816-448-4600
Kansas City-Lees Summit, MO, 1751 NE Douglas Street, , Lee's Summit, MO 64086 816-347-8600
Kirksville, MO, 2604 N. Baltimore St., , Kirksville, MO 63501 660-9564686
Lebanon, MO, 930 Ivey Lane, , Lebanon, MO 65536 417-533-3100
Poplar Bluff, MO, 2420 Crestwood Drive, , Poplar Bluff, MO 63901 573-300-4550
Rolla, MO, 2201 N. Bishop, , Rolla, MO 65401 573-308-1060
Sikeston, MO, 1240 Commerce Drive, , Sikeston, MO 63801 573-621-4100

EXHIBIT A

Springfield, MO, 2750 N. Glenstone Avenue, , Springfield, MO 65803 417-869-5548
Springfield-South, MO, 3232 S. Glenstone, , Springfield, MO 65804 417-882-6611
Springfield-Southeast, MO, 3370 E. Montclair, , Springfield, MO 65804 417-882-1003
St. Joseph, MO, 3928 Frederick Avenue, , Saint Joseph, MO 64506 816-390-9300
St. Louis at Forest Park, MO, 5650 Oakland Ave., , Saint Louis, MO 63110 314-655-3993
St. Louis South-I-55, MO, 4200 MidAmerica Lane, , Saint Louis, MO 63129 314-894-1900
St. Louis Wentzville, MO, 150 Wentzville Bluffs Dr, , Wentzville, MO 63385 636-445-3780
St. Louis/Chesterfield, MO, 16201 Swingley Ridge Road, , Chesterfield, MO 63017-1798 636-537-2500
St. Louis/Chesterfield, MO, 5 McBride and Son Center Dr, , Chesterfield, MO 63005 636-530-0770
St. Louis/St. Charles, MO, 3720 West Clay Street, , Saint Charles, MO 63301 636-947-6800
St. Louis/Westport, MO, 2454 Old Dorsett Rd., , Maryland Heights, MO 63043 314-298-7878
St. Louis-Airport, MO, 10820 Pear Tree Lane, , Saint Louis, MO 63074 314-429-2000
St. Louis-Downtown (At the Gateway Arch), 333 Washington Avenue, , Saint Louis, MO 63102 314-621-7900
St. Louis-I-44 Southwest (Near Six Flags, 9 Lambert Drury Drive, , Saint Louis, MO 63088 636-529-9020
St. Robert/Ft. Leonard Wood, MO, 103 St. Robert Plaza, , Saint Robert, MO 65584 573-336-3355
West Plains, MO, 1064 London Lane, , West Plains, MO 65775 417-255-0442

MONTANA
Billings West I-90, MT, 3550 Ember Lane, , Billings, MT 59102 406-656-7511
Billings, MT, 5110 Southgate Drive, , Billings, MT 59101 406-248-4949
Bozeman, MT, 75 Baxter Lane, , Bozeman, MT 59715 406-522-8000
Butte, MT, 3499 Harrison Avenue, , Butte, MT 59701 406-494-2250
Great Falls, MT, 2301 14th Street SW, , Great Falls, MT 59404 406-453-2675
Helena, MT, 725 Carter Drive, , Helena, MT 59601 406-443-5800
Kalispell, MT, 1140 Highway 2 West, , Kalispell, MT 59901 406-755-7900
Missoula, MT, 4805 N. Reserve, , Missoula, MT 59808 406-549-1800
Whitefish, MT, 6340 US Hwy 93 South, , Whitefish, MT 59937 406-730-8901

NEBRASKA
Bellevue, NE, 3404 Samson Way, , Bellevue, NE 68123 402-292-1607
Grand Island, NE, 504 North Diers Avenue, , Grand Island, NE 68803 308-384-9777
Kearney, NE, 507 Talmadge Street, , Kearney, NE 68845 308-234-3400
Lincoln Airport, NE, 1055 West Bond Street, , Lincoln, NE 68521 402-4746465
Lincoln/Northeast I-80, NE, 7343 Husker Circle, , Lincoln, NE 68504 402-435-4600
Lincoln-South/Heritage Park, NE, 5922 Vandervoort Drive, , Lincoln, NE 68516 402-420-7800
Norfolk, NE, 904 South 20th Street, , Norfolk, NE 68701 402-379-3585
North Platte, NE, 200 Platte Oasis Parkway, , North Platte, NE 69101 308-534-6000
Omaha Southwest/La Vista, NE, 12331 Southport Parkway, , La Vista, NE 68128 402-895-2900
Omaha/Downtown, NE, 1212 Cuming Street, , Omaha, NE 68102 402-345-5500
Omaha/Midtown (Aksarben Area), NE, 1401 South 72nd Street, , Omaha, NE 68124 402-933-5510
Omaha/West, NE, 17606 Arbor Plaza, , Omaha, NE 68130 402-330-9500
Omaha/West-Dodge Road (Old Mill), NE, 11201 Davenport Street, , Omaha, NE 68154 402-334-4938
Scottsbluff, NE, 301 West Highway 26, , Scottsbluff, NE 69361 308-635-5200

EXHIBIT A

Sidney, NE, 635 Cabela Drive, , Sidney, NE 69162 308-254-2111
York, NE, 309 West David Drive, , York, NE 68467 402-362-0222

NEVADA
Carson City, NV, 10 Hospitality Way, , Carson City, NV 89706 775-885-8800
Elko, NV, 674 Cimarron Way, , Elko, NV 89801 775-777-8181
Las Vegas - Red Rock/Summerlin, NV, 4280 South Grand Canyon Dr, , Las Vegas, NV 89147 702-227-3305
Las Vegas Airport, NV, 6575 South Eastern Avenue, , Las Vegas, NV 89119 702-647-8000
Las Vegas South, NV, 3245 St. Rose Parkway, , Henderson, NV 89052 702-385-2200
Las Vegas/Henderson, NV, 421 Astaire Drive, , Henderson, NV 89014 702-992-9292
Las Vegas/North Speedway, NV, 2852 East Craig Road, , North Las Vegas, NV 89030 702-655-0111
Las Vegas/Summerlin, NV, 7100 Cascade Valley Court, , Las Vegas, NV 89128 702-360-5700
Reno West, NV, 900 Ambassador Drive, , Reno, NV 89523 775-470-5555
Reno, NV, 10599 Professional Circle, , Reno, NV 89511 775-336-2222
Reno/Sparks, NV, 200 Legends Bay Drive, , Sparks, NV 89434 775-351-2220
Tropicana, NV, 4975 S. Dean Martin Dr., , Las Vegas, NV 89118-1656 702-948-8100

NEW HAMPSHIRE
Concord/Bow, NH, 515 South Street, , Bow, NH 03304 603-224-5322
Dover, NH, 9 Hotel Drive, , Dover, NH 03820 603-516-5600
Exeter, NH, 59 Portsmouth Avenue, , Exeter, NH 03833 603-658-5555
Littleton, NH, 580 Meadow Street, , Littleton, NH 03561 603-444-0025
Manchester/Bedford, NH, 8 Hawthorne Drive, , Bedford, NH 03110 603-623-2040
Nashua, NH, 407 Amherst Street, , Nashua, NH 03063 603-883-5333
North Conway, NH, 1788 White Mountain Highway, , North Conway, NH 03860 603-356-7736
Portsmouth Central, NH, 99 Durgin Lane, , Portsmouth, NH 03801 603-431-6111
Portsmouth/Downtown, NH, 23 Portwalk Place, , Portsmouth, NH 03801 603-430-3033
Tilton, NH, 195 Laconia Rd., , Tilton, NH 03276 603-286-3400

NEW JERSEY
Atlantic City/Absecon, NJ, 338 E. White Horse Pike, , Absecon, NJ 08205 609-385-0801
Bordentown, NJ, 2004 US Highway 206, , Bordentown, NJ 08505 609-298-4000
Bridgewater, NJ, 1277 Route 22 West, , Bridgewater, NJ 08807 908-722-9910
Burlington/Mt. Holly, NJ, 2024 Route 541, RD 1, , Westampton, NJ 08060 609-702-9888
Carlstadt-at the Meadowlands, NJ, 304 Paterson Plank Road, , Carlstadt, NJ 07072 201-935-9000
Clinton, NJ, 16 Frontage Drive, , Clinton, NJ 08809 908-713-4800
Denville/Rockaway/Parsippany, NJ, 350 Morris Avenue, , Denville, NJ 07834 973-664-1050
East Windsor, NJ, 384 Monmouth Street, , East Windsor, NJ 08520 609-426-1600
Fairfield, NJ, 118 US Highway 46 East, , Fairfield, NJ 07004 973-575-5777
Flemington, NJ, 14-B Royal Road, , Flemington, NJ 08822 908-284-9427
Linden, NJ, 501 West Edgar Rd., , Linden, NJ 07036 908-862-3222
Mahwah, NJ, 290 Route 17 Corporate Dr., , Mahwah, NJ 07430 201-828-2031
Mount Laurel/Moorestown, NJ, 2020 Briggs Road, , Mount Laurel, NJ 08054 856-733-0020

EXHIBIT A

Neptune/Wall, NJ, 4 McNamara Way, , Neptune, NJ 07753-3100 732-643-0500
Newark/Harrison-Riverwalk, NJ, 100 Passaic Avenue, , Harrison, NJ 07029 973-483-1900
Newark-Airport, NJ, 1128 Spring St., , Elizabeth, NJ 07201 908-355-0500
North Brunswick/New Brunswick, NJ, 841 Georges Road, , North Brunswick, NJ 08902 732-246-3555
Paramus, NJ, 625 From Road, , Paramus, NJ 07652 201-262-0046
Parsippany, NJ, 1 Hilton Ct, , Parsippany, NJ 07054 973-290-9058
Parsippany/North, NJ, 3737 Route 46 East, , Parsippany, NJ 07054 973-257-1600
Pennsville (Wilmington Area), NJ, 429 North Broadway, , Pennsville, NJ 08070 856-351-1700
Philadelphia/Bridgeport, NJ, 2 Pureland Drive, , Swedesboro, NJ 08085 856-467-6200
Philadelphia/Mt. Laurel, NJ, 5000 Crawford Place, , Mount Laurel, NJ 08054 856-778-5535
Princeton, NJ, 4385 US 1 South, , Princeton, NJ 08540 609-951-0066
Ridgefield Park, NJ, 100 Route 46 East, , Ridgefield Park, NJ 07660 201-641-2900
Robbinsville, NJ, 153 West Manor Way, , Robbinsville, NJ 08691 609-259-0300
South Plainfield, NJ, 205 New World Way, , South Plainfield, NJ 07080 908-561-2600
Teaneck Glenpointe, NJ, One Glenwood Avenue, Suite B, Teaneck, NJ 07666 201-883-9777
Turnersville (Philadelphia Area), NJ, 5800 Route 42, , Blackwood, NJ 08012 856-228-4200
Vineland, NJ, 2134 W. Landis Ave., , Vineland, NJ 08360 856-405-0600
Voorhees, NJ, 320 Route 73, , Voorhees, NJ 08043 856-751-1212
Woodbridge, NJ, 370 US-9 N, , Woodbridge, NJ 07095 732-855-6900

NEW MEXICO

Alamogordo, NM, 1295 Hamilton Road, , Alamogordo, NM 88310 575-439-1782
Albuquerque Airport, NM, 1300 Woodward Rd SE, , Albuquerque, NM 87106 505-246-3574
Albuquerque North/I-25, NM, 4412 The 25 Way, , Albuquerque, NM 87109 505-345-4500
Albuquerque-Coors Road, NM, 6150 Iliff Road NW, , Albuquerque, NM 87121 505-833-3700
Albuquerque-University/Midtown, NM, 2300 Carlisle NE, , Albuquerque, NM 87110 505-837-9300
Artesia, NM, 2501 South Permian Pavilion Loop, , Artesia, NM 88210 575-746-0707
Carlsbad, NM, 120 Esperanza Circle, , Carlsbad, NM 88220 575-725-5700
Clovis, NM, 2212 E. Mabry Drive, , Clovis, NM 88101 575-763-3300
Deming, NM, 3751 E Cedar Street, , Deming, NM 88030 575-546-2022
Farmington, NM, 1500 Bloomfield Boulevard, , Farmington, NM 87401 505-564-3100
Gallup, NM, 1460 W. Maloney Avenue, , Gallup, NM 87301 505-726-0900
Gallup-West, NM, 111 Twin Buttes Road, , Gallup, NM 87301 505-722-7224
Hobbs, NM, 5420 Lovington Highway, , Hobbs, NM 88242 575-492-6000
Las Cruces I-10, NM, 1641 Hickory Loop, , Las Cruces, NM 88005 575-541-8777
Las Cruces I-25, NM, 2350 East Griggs Avenue, , Las Cruces, NM 88001 575-527-8777
Lordsburg, NM, 412 Wabash, , Lordsburg, NM 88045 575-542-8900
Los Alamos, NM, 124 State Highway 4, , Los Alamos, NM 87544 505-672-3838
Roswell, NM, 3607 North Main, , Roswell, NM 88201 575-623-5151
Ruidoso Downs, NM, 26141 US Hwy 70 E, , Ruidoso Downs, NM 88346 575-378-1199
Santa Rosa, NM, 2475 Historic Rt 66, , Santa Rosa, NM 88435 575-472-2300
Taos, NM, 1515 Paseo del Pueblo Sur, , Taos, NM 87571 575-737-5700

EXHIBIT A

NEW YORK

Albany/East Greenbush, NY, 25 Hampton Inn Drive, , East Greenbush, NY 12061 518-477-9700
Albany-Airport, NY, 45 British American Blvd., , Latham, NY 12110 518-782-7500
Albany-Downtown, NY, 25 Chapel Street, , Albany, NY 12210 518-432-7000
Albany-Western Ave/University Area, NY, 1442 Western Avenue, , Albany, NY 12203 518-438-0001
Albany-Wolf Road (Airport), NY, 10 Ulenski Drive, , Albany, NY 12205 518-438-2822
Batavia, NY, 4360 Commerce Drive, , Batavia, NY 14020 585-815-0475
Binghamton/Johnson City, NY, 630 Field Street, , Johnson City, NY 13790 607-729-9125
Binghamton/Vestal, NY, 3708 Vestal Parkway East, , Vestal, NY 13850 607-797-5000
Brockport, NY, 4873 Lake Road, , Brockport, NY 14420 585-391-6747
Brooklyn/Downtown, NY, 125 Flatbush Ave Extension, , Brooklyn, NY 11201 718-875-8800
Buffalo Downtown, NY, 220 Delaware Avenue, , Buffalo, NY 14202 716-855-2223
Buffalo/Airport, NY, 133 Buell Avenue, , Cheektowaga, NY 14225 716-631-0200
Buffalo/Hamburg, NY, 5444 Camp Road, , Hamburg, NY 14075 716-649-3769
Buffalo/Williamsville, NY, 5455 Main Street, , Williamsville, NY 14221 716-632-0900
Buffalo-Airport/Galleria Mall, NY, 1745 Walden Avenue, , Cheektowaga, NY 14225 716-894-8000
Buffalo-South/I-90, NY, 1750 Ridge Road, , West Seneca, NY 14224 716-824-2030
Cazenovia, NY, 25 Lakers Ln, , Cazenovia, NY 13035 315-655-7666
Clifton Park, NY, 620 Plank Road, , Clifton Park, NY 12065 518-373-2345
Corning/Painted Post, NY, 248 Town Center Road, , Painted Post, NY 14870 607-936-5020
Cortland, NY, 26 River Street, , Cortland, NY 13045 607-662-0007
East Aurora, NY, 49 Olean Street, , East Aurora, NY 14052 716-655-3300
Elmira/Horseheads, NY, 51 Arnot Road, , Horseheads, NY 14845 607-795-3333
Fishkill, NY, 544 Route 9, , Fishkill, NY 12524 845-896-4000
Garden City, NY, 1 North Avenue, , Garden City, NY 11530 516-227-2720
Geneseo, NY, 4250 Lakeville Road, , Geneseo, NY 14454 585-447-9040
Geneva, NY, 43 Lake Street, , Geneva, NY 14456 315-781-2035
Harriman/Woodbury, NY, 60 Centre Drive, , Central Valley, NY 10917 845-782-9600
Ithaca, NY, 337 Elmira Road, , Ithaca, NY 14850 607-277-5500
Jamestown, NY, 4 West Oak Hill Road, , Jamestown, NY 14701 716-484-7829
Jericho/Westbury, NY, 120 Jericho Turnpike, , Jericho, NY 11753 516-997-2000
Kingston, NY, 1307 Ulster Avenue, , Kingston, NY 12401 845-382-2600
Lake George, NY, 2133 Route 9, , Lake George, NY 12845 518-668-4100
Lake Placid, NY, 801 Mirror Lake Drive, , Lake Placid, NY 12946 518-5239500
Lockport, NY, 6082 Transit Road, , Lockport, NY 14094 716-625-6900
Long Island/Brookhaven, NY, 2000 North Ocean Avenue, , Farmingville, NY 11738 631-732-7300
Long Island/Commack, NY, 680 Commack Rd., , Commack, NY 11725 631-462-5700
Long Island/Islandia, NY, 1600 Veterans Memorial Highway, , Islandia, NY 11749 631-234-0400
Manhattan Grand Central, NY, 231 East 43rd Street, , New York, NY 10017 212-897-3385
Manhattan/Downtown-Financial District, N, 32 Pearl Street, , New York, NY 10004 212-480-3500
Manhattan/Times Square Central, NY, 220 West 41st St., , New York, NY 10036-7203 212-221-1188
Manhattan/Times Square South, NY, 337 West 39th Street, , New York, NY 10018 212-967-2344
Manhattan-35th Street/Empire State Bldg,, 59 W. 35th Street, , New York, NY 10001 212-564-3688

EXHIBIT A

Manhattan-Chelsea, NY, 108 West 24th Street, , New York, NY 10011 212-414-1000
Manhattan-Madison Square Garden Area, NY, 116 West 31st Street, , New York, NY 10001-3401 212-947-9700
Manhattan-Seaport-Financial District, NY, 320 Pearl Street, , New York, NY 10038 212-571-4400
Manhattan-Times Square North, NY, 851 Eighth Avenue, , New York, NY 10019 212-581-4100
Middletown, NY, 20 Crystal Run Crossing, , Middletown, NY 10941 845-344-3400
Nanuet, NY, 260 West Route 59, , Nanuet, NY 10954 845-623-0900
New Hartford, NY, 201 Woods Park Drive, , Clinton, NY 13323 315-793-1600
New Paltz, NY, 4 South Putt Corners Road, , New Paltz, NY 12561 845-255-4200
New York-JFK Apt(Jamaica/Queens),NY, 144-10 135th Avenue, , Jamaica, NY 11436 718-322-7500
New York-LaGuardia Airport, NY, 102-40 Ditmars Blvd, , East Elmhurst, NY 11369 718-672-6600
Newburgh - Stewart Airport, NY, 1 Crossroads Court, , Newburgh, NY 12550 845-567-9100
Niagara Falls, NY, 501 Rainbow Boulevard, , Niagara Falls, NY 14303 716-285-6666
Niagara Falls/Blvd, NY, 6501 Niagara Falls Boulevard, , Niagara Falls, NY 14304 716-283-0601
Oneonta, NY, 225 River Street, , Oneonta, NY 13820 607-433-9000
Owego, NY, 1030 State Route 17C, , Owego, NY 13827 607-687-4600
Penn Yan, NY, 110 Mace Street, , Penn Yan, NY 14527 315-536-8202
Plattsburgh, NY, 586 State Route 3, , Plattsburgh, NY 12901 518-324-1100
Potsdam/Canton, NY, 169 Market Street, , Potsdam, NY 13676 315-265-0100
Poughkeepsie, NY, 2361 South Road, , Poughkeepsie, NY 12601 845-463-7500
Rochester Penfield, NY, 950 Panorama Trail S, , Penfield, NY 14625 585-249-0601
Rochester/Greece, NY, 500 Center Place Drive, , Rochester, NY 14615 585-663-6070
Rochester/Henrietta, NY, 280 Clay Road, , Rochester, NY 14623 585-475-1300
Rochester/Irondequoit, NY, 1323 East Ridge Road, , Rochester, NY 14621 585-339-3500
Rochester/Victor, NY, 7637 New York State Route 96, , Victor, NY 14564 585-924-4400
Rochester/Webster, NY, 878 Hard Road, , Webster, NY 14580 585-671-2050
Rockville Centre, NY, 125 Merrick Road, , Rockville Centre, NY 11570 516-599-1700
Rome, NY, 1352 Floyd Avenue, , Rome, NY 13441 315-7090000
Saratoga Springs-Downtown, NY, 25 Lake Avenue, , Saratoga Springs, NY 12866 518-584-2100
Schenectady, NY, 450 State Street, , Schenectady, NY 12305 518-377-4500
Seneca Falls, NY, 1950 Balsley Road, , Seneca Falls, NY 13148 315-539-3939
Staten Island, NY, 1120 South Avenue, , Staten Island, NY 10314 718-477-1600
Syracuse Erie Blvd/I-690, NY, 3017 Erie Boulevard East, , Syracuse, NY 13224 315-373-0333
Syracuse/Carrier Circle, NY, 6377 Court Street Road, , East Syracuse, NY 13057 315-437-1060
Syracuse/Clay, NY, 3948 State Route 31, , Liverpool, NY 13090 315-622-3443
Syracuse-North (Airport Area), NY, 1305 Buckley Road, , Syracuse, NY 13212 315-457-9900
Utica, NY, 172 - 180 North Genesee Street, , Utica, NY 13502 315-733-1200
Watertown, NY, 155 Commerce Park Drive, , Watertown, NY 13601 315-782-2222
White Plains/Tarrytown, NY, 200 West Main Street, , Elmsford, NY 10523 914-592-5680
Yonkers - Westchester, NY, 559 Tuckahoe Road, , Yonkers, NY 10710 914-963-3200
Yonkers, NY, 160 Corporate Blvd., , Yonkers, NY 10701 914-377-1144

NORTH CAROLINA
Asheboro, NC, 1137 E. Dixie Drive, , Asheboro, NC 27203 336-625-9000

EXHIBIT A

Asheville Biltmore Area, NC, 835 Brevard Road, , Asheville, NC 28806 828-575-9593
Asheville Biltmore Village, NC, 117 Hendersonville Road, , Asheville, NC 28803 828-277-1800
Asheville-I-26, NC, 18 Rockwood Road, , Fletcher, NC 28732 828-687-0806
Asheville-Tunnel Rd., NC, 204 Tunnel Road, , Asheville, NC 28805 828-255-9220
Atlantic Beach, NC, 118 Salter Path Road, , Pine Knoll Shores, NC 28512 252-247-5118
Benson, NC, 100 Water Place Landing, , Benson, NC 27504 919-701-8000
Bermuda Run, NC, 196 NC Hwy 801 North, , Bermuda Run, NC 27006 336-998-3480
Bismarck, ND, 1440 Mapleton Ave, , Bismarck, ND 58503 701-751-3100
Boone, NC, 1252 US Highway 421 South, , Boone, NC 28607 828-386-6464
Brevard, NC, 275 Forest Gate Dr., , Pisgah Forest, NC 28768 828-883-4800
Burlington, NC, 2935 Saconn Drive, , Burlington, NC 27215 336-584-8585
Carolina Beach Oceanfront, NC, 1 Harper Avenue, , Carolina Beach, NC 28428 910-707-1770
Cashiers/Sapphire Valley, NC, 3245 US Highway 64 East, , Sapphire, NC 28774 828-743-4545
Chapel Hill/Durham Area, NC, 6121 Farrington Road, , Chapel Hill, NC 27517 919-403-8700
Chapel Hill-Carrboro/Downtown, NC, 370 East Main Street, Unit 100, , Carrboro, NC 27510 919-969-6988
Charlotte Ballantyne, NC, 11935 North Community House Rd, , Charlotte, NC 28277 704-372-2226
Charlotte/Belmont at Montcross, NC, 820 Cecilia Alexander Dr., , Belmont, NC 28012 704-825-6100
Charlotte/Gastonia, NC, 1859 Remount Road, , Gastonia, NC 28054 704-866-9090
Charlotte/Huntersville, NC, 10305 Wilmington Street, , Huntersville, NC 28078 704-947-5510
Charlotte/Matthews, NC, 9615 Independence Pointe Pkwy, , Matthews, NC 28105 704-841-1155
Charlotte/Monroe, NC, 2368 Roland Drive, , Monroe, NC 28110 704-220-2200
Charlotte/Pineville, NC, 401 Towne Centre Blvd., , Pineville, NC 28134 704-889-2700
Charlotte/SouthPark at Phillips Place, N, 6700 Phillips Place Court, , Charlotte, NC 28210 704-319-5700
Charlotte-Airport, NC, 2731 Little Rock Road, , Charlotte, NC 28214 704-394-6455
Charlotte-Arrowood Rd., NC, 9110 Southern Pine Boulevard, , Charlotte, NC 28273 704-525-3333
Charlotte-North/Lake Norman, NC, 19501 Statesville Road, , Cornelius, NC 28031 704-892-9900
Charlotte-University Place, NC, 8419 N. Tryon Street, , Charlotte, NC 28262 704-548-0905
Charlotte-Uptown, NC, 530 E. Martin Luther King Jr. Blvd., , Charlotte, NC 28202 704-373-0917
Cherokee, NC, 185 Tsalagi Road, PO Box 1926, Cherokee, NC 28719 828-497-3115
Concord Charlotte, NC, 9850 Weddington Road Extension, , Concord, NC 28027 704-979-5600
Concord/Kannapolis, NC, 612 Dickens Place NE, , Concord, NC 28025 704-793-9700
Dobson, NC, 150 Charlestowne Drive, , Dobson, NC 27017 336-353-9400
Dunn, NC, 100 Jesse Tart Circle, , Dunn, NC 28334 910-892-4333
Durham-North I-85, 1542 North Gregson Street, , Durham, NC 27701 919-688-8880
Eden, NC, 724 S. Van Buren Road, , Eden, NC 27288 336-627-1111
Edenton, NC, 115 Hampton Drive, , Edenton, NC 27932 252-482-3500
Elizabeth City, NC, 402 Halstead Boulevard, , Elizabeth City, NC 27909 252-333-1800
Fayetteville Fort Bragg, NC, 1700 Skibo Road, , Fayetteville, NC 28303 910-487-4006
Fayetteville, NC, 2065 Cedar Creek Road, , Fayetteville, NC 28312 910-635-3200
Forest City, NC, 227 Sparks Drive, , Forest City, NC 28043 828-382-1001
Franklin, NC, 244 Cunningham Road, , Franklin, NC 28734 828-369-0600
Goldsboro, NC, 905 N. Spence Avenue, , Goldsboro, NC 27534 919-778-1800
Greensboro/Coliseum Area, NC, 3033 W. Gate City Blvd., , Greensboro, NC 27403 336-553-1818

EXHIBIT A

Greensboro-Airport, NC, 7803 National Service Road, , Greensboro, NC 27409 336-605-5500
Greensboro-East/McLeansville, NC, 903 Knox Road, , McLeansville, NC 27301 336-544-3333
Greenville, NC, 305 SW Greenville Boulevard, , Greenville, NC 27834 252-355-7400
Havelock, NC, 105 Tourist Center Drive, , Havelock, NC 28532 252-447-9400
Henderson I-85, NC, 385 Ruin Creek Road, , Henderson, NC 27536 252-492-3007
Hendersonville, NC, 155 Sugarloaf Road, , Hendersonville, NC 28792 828-697-2333
Hickory, NC, 1956 13th Avenue Drive SE, , Hickory, NC 28602 828-624-2000
High Point, NC, 10066 North Main Street, , Archdale, NC 27263 336-434-5200
Holly Springs, NC, 1050 S Main Street, , Holly Springs, NC 27540-8884 919-552-7610
Jacksonville, NC, 1032 Hampton Inn Way, , Jacksonville, NC 28546 910-347-3400
Jonesville/Elkin, NC, 1632 North Carolina 67 Highway, , Jonesville, NC 28642 336-835-1994
Kernersville, NC, 150 Clayton Forest Drive, , Kernersville, NC 27284 336-497-0724
Kinston, NC, 1382 Highway 258 South, , Kinston, NC 28504 252-523-1400
Knightdale Raleigh, NC, 405 Hinton Oaks Blvd, , Knightdale, NC 27545 919-2176810
Laurinburg, NC, 115 Hampton Circle, , Laurinburg, NC 28352 910-277-1516
Lincolnton, NC, 129 Roper Drive, , Lincolnton, NC 28092 704-736-2000
Lumberton, NC, 204 Wintergreen Drive, , Lumberton, NC 28358 910-7383332
Marion, NC, 3560 U.S. 221 South, , Marion, NC 28752 828-652-5100
Mebane, NC, 105 Spring Forest Drive, , Mebane, NC 27302 919-563-5400
Mooresville/Lake Norman, NC, 119 Gallery Center Dr., , Mooresville, NC 28117 704-660-7700
Morehead City, NC, 4035 Arendell St., , Morehead City, NC 28557-9900 252-240-2300
Morganton, NC, 115 Bush Drive, , Morganton, NC 28655 828-432-2000
Mount Airy, NC, 2029 Rockford Street, , Mount Airy, NC 27030 336-789-5999
Murphy, NC, 1550 Andrews Road, , Murphy, NC 28906 828-837-1628
New Bern, NC, 200 Hotel Drive, , New Bern, NC 28562 252-637-2111
Outer Banks/Corolla, NC, 333 Audubon Drive, , Corolla, NC 27927 252-453-6565
Raleigh/Cary I-40 (PNC Arena), NC, 111 Hampton Woods Lane, , Raleigh, NC 27607 919-233-1798
Raleigh/Cary, NC, 201 Ashville Avenue, , Cary, NC 27518 919-859-5559
Raleigh/Clayton I-40, NC, 100 Hampton Drive, , Garner, NC 27529 919-773-1977
Raleigh/Crabtree Valley, NC, 3920 Arrow Drive, , Raleigh, NC 27612 919-881-7080
Raleigh/Downtown, NC, 600 Glenwood Avenue, , Raleigh, NC 27603 919-825-4770
Raleigh/Durham Airport - Brier Creek, NC, 8021 Arco Corporate Drive, , Raleigh, NC 27617 919-484-0500
Raleigh/Durham-Airport, NC, 1010 Airport Blvd., , Morrisville, NC 27560 919-462-1620
Raleigh/Garner, NC, 110 Drexmere Street, , Garner, NC 27529 919-772-6500
Raleigh/Town of Wake Forest, NC, 12318 Wake Union Church Road, , Wake Forest, NC 27587 919-554-0222
Raleigh-Capital Blvd. North, NC, 3621 Spring Forest Road, , Raleigh, NC 27616 919-872-7111
Roanoke Rapids, NC, 85 Hampton Boulevard, , Roanoke Rapids, NC 27870 252-537-7555
Rocky Mount, NC, 530 N. Winstead Avenue, , Rocky Mount, NC 27804 252-937-6333
Roxboro, NC, 920 Durham Road, , Roxboro, NC 27573 336-599-8800
Salisbury, NC, 1001 Klumac Road, , Salisbury, NC 28144 704-637-8000
Sanford, NC, 1904 South Horner Blvd., , Sanford, NC 27330 919-775-2000
Selma/Smithfield I-95, NC, 1695 Outlet Center Drive, , Selma, NC 27576 919-965-6151
Shelby, NC, 2001-B East Dixon Boulevard, , Shelby, NC 28152 704-487-2800

EXHIBIT A

Sneads Ferry North Topsail Beach, NC, 1248 NC Highway 210, , Sneads Ferry, NC 28460 910-327-5555
Southern Pines/Pinehurst, NC, 200 Columbus Drive, , Aberdeen, NC 28315 910-693-4330
Southport, NC, 5181 Southport Supply Road SE, , Southport, NC 28461 910-454-0016
Spring Lake Fayetteville, NC, 1050 North Bragg Blvd., , Spring Lake, NC 28390 910-438-0945
Statesville, NC, 1508 Cinema Drive, , Statesville, NC 28625 704-883-8380
Swansboro Near Camp Lejeune, NC, 215 Old Hammock Road, , Swansboro, NC 28584 910-325-9000
Washington, NC, 2085 West 15th Street, , Washington, NC 27889 252-940-4556
Wilkesboro, NC, 1300 S Collegiate Drive, , Wilkesboro, NC 28697 336-838-5000
Williamston, NC, 1099 Hampton Court, , Williamston, NC 27892 252-809-1100
Wilmington Downtown, NC, 225 Grace Street, , Wilmington, NC 28401 910-251-3930
Wilmington/Wrightsville Beach, NC, 1989 Eastwood Road, , Wilmington, NC 28403 910-256-9600
Wilmington-Medical Park, NC, 2320 S. 17th Street, , Wilmington, NC 28401 910-796-8881
Wilmington-University Area/Smith Creek S, 124 Old Eastwood Road, , Wilmington, NC 28403 910-791-9899
Wilson-Downtown, NC, 2806 Wolf Trap Drive, , Wilson, NC 27896 252-243-4040
Wilson-I-95, NC, 5606 Lamm Road, , Wilson, NC 27896 252-291-0330
Winston-Salem/University Area, NC, 309 Summit Square Ct, , Winston-Salem, NC 27105 336-377-3000
Winston-Salem-I-40/Hanes Mall, NC, 1990 Hampton Inn Court, , Winston-Salem, NC 27103 336-760-1660

NORTH DAKOTA
Bismarck/Northwest, ND, 2020 Schafer Street, , Bismarck, ND 58501 701-751-5656
Dickinson, ND, 110 14th Street West, , Dickinson, ND 58601 701-456-0100
Fargo Medical Center, ND, 4776 Agassiz Crossing South, , Fargo, ND 58103 701-356-8070
Grand Forks, ND, 2985 42nd Street South, , Grand Forks, ND 58201 701-757-2255
Jamestown, ND, 2700 8th Avenue Southwest, , Jamestown, ND 58401 701-952-6500
Minot/Airport, ND, 1400 North Broadway, , Minot, ND 58703 701-838-1400
Williston, ND, 1515 14th Street West, , Williston, ND 58801 701-774-5909

OHIO
Akron/Fairlawn, OH, 80 Springside Drive, , Akron, OH 44333 330-666-7361
Akron-South, OH, 880 ARLINGTON RIDGE EAST, , Akron, OH 44312 330-644-6579
Alliance, OH, 1831 West State Street, , Alliance, OH 44601 330-680-4052
Ashland, OH, 2055 East Main Street, , Ashland, OH 44805 419-903-0900
Ashtabula, OH, 2900 GH Drive, , Austinburg, OH 44010 440-275-2000
Athens, OH, 986 East State Street, , Athens, OH 45701 740-593-5600
Bowling Green, OH, 142 Campbell Hill Road, , Bowling Green, OH 43402 419-353-3464
Cambridge, OH, 8775 Georgetown Road, , Cambridge, OH 43725 740-439-0600
Canton, OH, 5256 Broadmoor Circle N.W., , Canton, OH 44709 330-491-4335
Chillicothe, OH, 100 North Plaza Blvd., , Chillicothe, OH 45601 740-773-1616
Cincinnati/Blue Ash, OH, 4761 Creek Road, , Blue Ash, OH 45242 513-791-2822
Cincinnati/Kenwood, OH, 2000 Ronald Reagan Drive, , Cincinnati, OH 45236 513-794-0700
Cincinnati/Uptown-University Area, OH, 3024 Short Vine Street, , Cincinnati, OH 45219 513-281-2700
Cincinnati-Downtown, OH, 617 Vine Street, Suite A, , Cincinnati, OH 45202 513-354-2430
Cincinnati-Eastgate, OH, 858 Eastgate North Drive, , Cincinnati, OH 45245 513-752-8584

EXHIBIT A

Cincinnati-Kings Island, OH, 5323 Beach Blvd., , Mason, OH 45040 513-459-8900
Cincinnati-Mason, OH, 5232 Bardes Road, , Mason, OH 45040 513-4928585
Cincinnati-Northwest/Fairfield, OH, 430 Kolb Drive, , Fairfield, OH 45014 513-942-3440
Cincinnati-Union Centre, OH, 9266 Schulze Drive, , West Chester, OH 45069 513-341-2040
Cleveland/Beachwood, OH, 3840 Orange Place, , Beachwood, OH 44122 216-831-3735
Cleveland/Independence, OH, 6020 Jefferson, , Independence, OH 44131 216-520-2020
Cleveland/Mentor, OH, 5675 Emerald Ct., , Mentor, OH 44060 440-358-1441
Cleveland/Oakwood Village, OH, 23300 Oakwood Commons Drive, , Oakwood Village, OH 44146 440-945-6291
Cleveland/Solon, OH, 6035 Enterprise Parkway, , Solon, OH 44139 440-542-0400
Cleveland/Westlake, OH, 29690 Detroit Rd., , Westlake, OH 44145-1934 440-892-0333
Cleveland-Airport/Tiedeman Road, OH, 10305 Cascade Crossing, , Brooklyn, OH 44144 216-929-8400
Cleveland-Arpt/Middleburg Heights, OH, 7074 Engle Road, , Middleburg Heights, OH 44130 440-234-0206
Cleveland-Downtown, OH, 1460 E. Ninth Street, , Cleveland, OH 44114 216-241-6600
Cleveland-Southeast/Streetsboro, OH, 800 Mondial Parkway, , Streetsboro, OH 44241-4540 330-422-0500
Columbus Hilliard, OH, 3950 Lyman Drive, , Hilliard, OH 43026 614-334-1800
Columbus I-70 E/Hamilton Rd., OH, 2093 S. Hamilton Rd., , Columbus, OH 43232 614-552-2400
Columbus/Delaware I-71 North, OH, 7329 State Route 36 37, , Sunbury, OH 43074 740-363-4700
Columbus/Dublin, OH, 3920 Tuller Rd., , Dublin, OH 43017 614-889-0573
Columbus/Easton Area, OH, 4150 Stelzer Road, , Columbus, OH 43230 614-473-9911
Columbus/Polaris, OH, 8411 Pulsar Place, , Columbus, OH 43240 614-885-8400
Columbus/Scioto Downs, OH, 5950 S. High Street, , Columbus, OH 43137 614-4913800
Columbus/University Area, OH, 3160 Olentangy River Road, , Columbus, OH 43202 614-268-8700
Columbus-Airport, OH, 4280 International Gateway, , Columbus, OH 43219 614-235-0717
Columbus-Downtown, OH, 501 North High Street, , Columbus, OH 43215 614-559-2000
Columbus-East, OH, 1890 Winderly Lane, , Pickerington, OH 43147-8636 614-864-8383
Columbus-South, OH, 4017 Jackpot Road, , Grove City, OH 43123 614-539-1177
Columbus-West, OH, 5625 Trabue, , Columbus, OH 43228 614-851-5599
Dayton/Airport, OH, 180 Rockridge Road, , Englewood, OH 45322 937-832-3333
Dayton/Dayton Mall, OH, 8960 Mall Ring Road, , Dayton, OH 45459 937-439-1800
Dayton/Fairborn (Wright AFB), OH, 2550 Paramount Place, , Fairborn, OH 45324 937-429-5505
Dayton/Huber Heights, OH, 5588 Merily Way, , Huber Heights, OH 45424 937-233-4300
Dayton/Vandalia, OH, 7043 Miller Lane, , Dayton, OH 45414 937-387-0598
Defiance, OH, 1037 Hotel Drive, , Defiance, OH 43512 419-784-1515
Elyria, OH, 1795 Lorain Boulevard, , Elyria, OH 44036 440-324-7755
Findlay, OH, 921 Interstate Dr., , Findlay, OH 45840 419-422-5252
Fremont, OH, 540 East County Rd 89, , Fremont, OH 43420 419-332-7650
Gallipolis, OH, 444 Upper River Rd., , Gallipolis, OH 45631 740-446-8000
Heath/Newark, OH, 1008 Hebron Road, , Heath, OH 43056 740-788-8991
Kent/Akron Area, OH, 4406 State Route 43, , Kent, OH 44240 330-673-8555
Lancaster, OH, 2041 Schorrway Drive, , Lancaster, OH 43130 740-654-2999
Lima, OH, 1933 Roschman Avenue, , Lima, OH 45804 419-225-8300
Mansfield/Ontario, OH, 1051 N. Lexington Springmill Road, , Mansfield, OH 44906 419-747-5353
Mansfield-South @ I-71, OH, 2220 South Main Street, , Mansfield, OH 44907 419-774-1010

EXHIBIT A

Marietta, OH, 508 Pike Street, , Marietta, OH 45750 740-373-5353
Marysville, OH, 16610 Square Drive, , Marysville, OH 43040 937-642-3777
Massillon, OH, 44 First Street, S.W., , Massillon, OH 44647 330-834-1144
Medina, OH, 3073 Eastpointe Drive, , Medina, OH 44256 330-721-8955
Middletown, OH, 2880 Towne Boulevard, , Middletown, OH 45044 513-422-6880
New Albany Columbus, OH, 5220 Forest Drive, , New Albany, OH 43054 614-855-8335
New Philadelphia, OH, 1299 West High Avenue, , New Philadelphia, OH 44663 330-339-7000
Newcomerstown, OH, 200 Morris Crossing, , Newcomerstown, OH 43832 740-498-9800
Niles/Warren, OH, 5581 Youngstown Warren Road, , Niles, OH 44446 330-652-1277
North Olmsted Cleveland Airport, OH, 24601 Country Club Blvd., , North Olmsted, OH 44070 440-617-6306
Oxford/Miami University Area, OH, 375 S. College Avenue, , Oxford, OH 45056 513-524-2012
Richfield, OH, 4860 Brecksville Road, , Richfield, OH 44286 330-659-6662
Sandusky/Central, OH, 6100 Milan Road, , Sandusky, OH 44870 419-609-9000
Sandusky/Milan, OH, 11608 US RT 250, , Milan, OH 44846 419-499-8000
Sidney, OH, 1600 Hampton Court, , Sidney, OH 45365 937-498-8888
Springboro/Dayton Area South, OH, 25 Greenwood Lane, , Springboro, OH 45066 937-743-2121
Springfield, OH, 101 W. Leffel Lane, , Springfield, OH 45505 937-325-8480
Steubenville, OH, 820 University Boulevard, , Steubenville, OH 43952 740-282-9800
Stow, OH, 4331 Lakepointe Corporate Drive, , Stow, OH 44224 330-945-4160
Tiffin, OH, 2492 South State Route 231, , Tiffin, OH 44883 419-443-5300
Toledo/North, OH, 5865 Hagman Rd., , Toledo, OH 43612 419-727-8725
Toledo/Oregon, OH, 2931 Navarre Avenue, , Oregon, OH 43616 419-724-3333
Toledo/Perrysburg, OH, 9753 Clark Dr., , Rossford, OH 43460 419-662-8800
Toledo/Westgate, OH, 3434 Secor Road, , Toledo, OH 43606 419-214-5555
Toledo-South/Maumee, OH, 1409 Reynolds Road, , Maumee, OH 43537-1625 419-893-1004
Troy, OH, 45 Troy Town Drive, , Troy, OH 45373 937-339-7801
Washington Court House, OH, 11484 Allen Road NW, , Jeffersonville, OH 43128 740-948-9499
Wilmington, OH, 201 Holiday Drive, , Wilmington, OH 45177 937-382-4400
Wooster, OH, 4253 Burbank Road, , Wooster, OH 44691 330-345-4424
Xenia Dayton, OH, 194 S. Progress Drive, , Xenia, OH 45385 937-347-1029
Youngstown/Boardman, OH, 7395 Tiffany South, , Poland, OH 44514 330-758-5191
Youngstown/Canfield, OH, 6690 Ironwood Boulevard, , Canfield, OH 44406 330-702-1900
Youngstown-North, OH, 4400 Belmont Avenue, , Youngstown, OH 44505 330-759-9555
Youngstown-West I-80, OH, 880 N. Canfield-Niles Road, , Youngstown, OH 44515 330-544-0660
Zanesville, OH, 1009 Spring Street, , Zanesville, OH 43701 740-453-6511

OKLAHOMA

Ada, OK, 1220 Lonnie Abbott Boulevard, , Ada, OK 74820 580-436-4040
Altus, OK, 3601 North Main Street, , Altus, OK 73521 580-482-1273
Ardmore, OK, 526 Railway Express Street, , Ardmore, OK 73401 580-490-9011
Bartlesville, OK, 130 SE Washington Blvd, , Bartlesville, OK 74006 918-333-4051
Chickasha, OK, 3004 South 4th Street, , Chickasha, OK 73018 405-320-5955
Claremore, OK, 1811 S. Scissortail Avenue, , Claremore, OK 74017 918-965-1360

EXHIBIT A

Clinton, OK, 2000 Lexington, , Clinton, OK 73601 580-323-4267
Duncan, OK, 2301 North Hwy 81, , Duncan, OK 73533 580-255-1700
Durant, OK, 3199 Shamrock Lane, , Durant, OK 74701 580-924-0300
El Reno, OK, 1530 SW 27th Street, , El Reno, OK 73036 405-702-9200
Elk City, OK, 102 Regional Drive, , Elk City, OK 73644 580-225-2553
Enid, OK, 511 Demla Court, , Enid, OK 73701 580-234-4600
Guthrie, OK, 401 Cimarron Blvd., , Guthrie, OK 73044 405-293-9595
Lawton, OK, 2610 NW Cache Road, , Lawton, OK 73505 580-355-8200
McAlester, OK, 711 South George Nigh Expressway, , McAlester, OK 74501 918-302-3882
Miami, OK, 115 Deacon Turner Road, , Miami, OK 74354 918-5411500
Moore, OK, 614 NW 8th St., , Moore, OK 73160 405-735-6821
Muskogee, OK, 3101 Military Boulevard, , Muskogee, OK 74401 918-682-2587
Mustang, OK, 1320 East Highway 152, , Mustang, OK 73064 405-261-6850
Norman, OK, 309 Norman Center Court, , Norman, OK 73072 405-366-2100
Oklahoma City - Bricktown, OK, 300 East Sheridan, , Oklahoma City, OK 73104 405-232-3600
Oklahoma City Northeast, OK, 11820 N I-35 Service Rd, , Oklahoma City, OK 73131 405-608-2744
Oklahoma City/Airport, OK, 4333 SW 15th Street, , Oklahoma City, OK 73108 405-604-8000
Oklahoma City/Edmond, OK, 300 Meline Drive, , Edmond, OK 73034 405-844-3037
Oklahoma City/Quail Springs, OK, 5400 NW 135th St., , Oklahoma City, OK 73142 405-603-4123
Oklahoma City/Yukon, OK, 1351 Canadian Court, , Yukon, OK 73099 405-350-6400
Oklahoma City-I-40 E. (Tinker AFB), 1833 Center Drive, , Midwest City, OK 73110 405-732-5500
Oklahoma City-Northwest, OK, 3022 Northwest Expressway, , Oklahoma City, OK 73112 405-947-0953
Oklahoma City-South, OK, 920 S.W. 77th Street, , Oklahoma City, OK 73139 405-602-3400
Pauls Valley, OK, 105 South Humphrey Boulevard, , Pauls Valley, OK 73075 405-238-7700
Ponca City, OK, 2805 N. 14th Street, , Ponca City, OK 74601 580-765-3700
Pryor, OK, 431 MidAmerica Drive, , Pryor, OK 74361 918-981-8000
Shawnee, OK, 4851 N. Kickapoo, , Shawnee, OK 74801 405-275-1540
Stillwater West, OK, 615 S. Country Club Road, , Stillwater, OK 74074 405-332-5575
Stillwater, OK, 717 East Hall of Fame Avenue, , Stillwater, OK 74075 405-743-1306
Stroud, OK, 915 W. Ada Webb Dr., , Stroud, OK 74079 918-987-0144
Tulsa Downtown, OK, 211 West 3rd Street, , Tulsa, OK 74103 918-949-6900
Tulsa North/Owasso, OK, 9009 North 121st East Avenue, , Owasso, OK 74055 918-609-6700
Tulsa South-Bixby, OK, 8220 East Regal Place, , Tulsa, OK 74133 918-394-2000
Tulsa/Broken Arrow, OK, 2300 W. Albany Street, , Broken Arrow, OK 74012 918-251-6060
Tulsa/Catoosa, OK, 100 McNabb Field Road, , Catoosa, OK 74015 918-739-3939
Tulsa/Central, OK, 3418 S. 79th East Avenue, , Tulsa, OK 74145 918-779-4000
Tulsa/Sand Springs, OK, 7852 West Parkway Boulevard, , Tulsa, OK 74127 918-245-8500
Tulsa/Tulsa Hills, OK, 7004 S. Olympia Avenue, , Tulsa, OK 74132 918-340-5000
Tulsa-Woodland Hills at 71ST & Memorial,, 7141 South 85th East Avenue, , Tulsa, OK 74133 918-294-3300
Woodward, OK, 2814 Williams Avenue, , Woodward, OK 73801 580-254-5050

OREGON
Astoria, OR, 201 39th Street, , Astoria, OR 97103 503-325-8888

EXHIBIT A

Bend, OR, 730 SW Columbia Street, , Bend, OR 97702 541-388-3000
Eugene, OR, 3780 W. 11th Avenue, , Eugene, OR 97402 541-431-1225
Grants Pass, OR, 110 NE Morgan Lane, , Grants Pass, OR 97526 541-474-5690
Hood River, OR, 1 Nichols Parkway, , Hood River, OR 97031 541-436-1600
Medford, OR, 1122 Morrow Road, , Medford, OR 97504 541-779-0660
Pendleton, OR, 101 SW Nye Avenue, , Pendleton, OR 97801 541-2763500
Portland East, OR, 3039 NE 181st Ave., , Portland, OR 97230 503-669-7000
Portland/Clackamas, OR, 9040 SE Adams, , Clackamas, OR 97015 503-655-7900
Portland/Hillsboro-Evergreen Park, OR, 19999 NW Tanasbourne Drive, , Hillsboro, OR 97124 503-718-0006
Portland/Pearl District, OR, 354 NW 9th Avenue, , Portland, OR 97209 503-222-5200
Portland-Airport, OR, 8633 NE Airport Way, , Portland, OR 97220 503-288-2423
Roseburg, OR, 1620 NW Mulholland Dr, , Roseburg, OR 97470 541-492-1212
Salem, OR, 510 Hawthorne Avenue SE, , Salem, OR 97301 503-362-1300

PENNSYLVANIA
Altoona, PA, 180 Charlotte Drive, , Altoona, PA 16601 814-941-3500
Bedford, PA, 4235 Business Route 220, , Bedford, PA 15522 814-624-0101
Belle Vernon, PA, 1525 Broad Avenue Extension, , Belle Vernon, PA 15012 724-929-8100
Bethlehem, PA, 200 Gateway Drive, , Bethlehem, PA 18017 610-868-2442
Blairsville, PA, 62 Pine Ridge Road, , Blairsville, PA 15717 724-459-5920
Bloomsburg, PA, 255 Papermill Road, , Bloomsburg, PA 17815 570-380-1020
Butler, PA, 610 Butler Crossing, , Butler, PA 16001 724-431-2400
California, PA, 200 Technology Drive, , Coal Center, PA 15423 724-330-5820
Carlisle, PA, 1164 Harrisburg Pike, , Carlisle, PA 17013 717-240-0200
Chadds Ford, PA, 40 State Farm Drive, , Glen Mills, PA 19342 610-358-9540
Chambersburg, PA, 955 Lesher Rd., , Chambersburg, PA 17202 717-261-9185
Clarion, PA, 4 Hospital Drive, , Clarion, PA 16214 814-226-4444
Clarks Summit/Scranton, PA, 890 Northern Boulevard, , Clarks Summit, PA 18411 570-586-1515
Clearfield, PA, 1777 Industrial Park Road, , Clearfield, PA 16830 814-765-8300
Cranberry Pittsburgh, PA, 10015 Pendleton Way, , Cranberry Township, PA 16066 724-720-1100
Danville, PA, 137 Old Valley School Road, , Danville, PA 17821 570-271-2500
Downingtown/Exton, PA, 4 North Pottstown Pike, , Exton, PA 19341 610-363-5555
Doylestown, PA, 1570 Easton Rd., , Warrington, PA 18976 215-343-8400
DuBois, PA, 1582 Bee Line Highway, , Du Bois, PA 15801 814-375-1000
Easton, PA, 3723 Easton-Nazareth Highway, , Easton, PA 18045 610-250-6500
Ephrata - Mountain Springs, PA, 380 East Main Street, , Ephrata, PA 17522 717-733-0661
Erie-South, PA, 8050 Old Oliver Road, , Erie, PA 16509 814-866-6800
Gettysburg, PA, 1280 York Road, , Gettysburg, PA 17325 717-338-9121
Greensburg, PA, 1000 Towne Square Drive, , Greensburg, PA 15601 724-838-8800
Grove City, PA, 4 Holiday Blvd., , Mercer, PA 16137 724-748-5744
Hanover, PA, 309 Wilson Ave., , Hanover, PA 17331 717-633-1117
Harrisburg/Grantville/Hershey, PA, 255 Bow Creek Road, , Grantville, PA 17028 717-469-7689
Harrisburg/North, PA, 30 Capital Drive, , Harrisburg, PA 17110 717-540-0900

EXHIBIT A

Harrisburg-East (Hershey Area), PA, 4230 Union Deposit Rd., , Harrisburg, PA 17111 717-545-9595
Harrisburg-West, PA, 4950 Ritter Road, , Mechanicsburg, PA 17055 717-691-1300
Hazleton, PA, 1 Top of the 80s Road, , Hazleton, PA 18202 570-454-3449
Hershey Near the Park, PA, 195 Hershey Road, , Hummelstown, PA 17036 717-566-3369
Hershey, PA, 749 E. Chocolate Avenue, , Hershey, PA 17033 717-533-8400
Indiana, PA, 1275 Indian Springs Road, , Indiana, PA 15701 724-349-7700
Johnstown, PA, 129 Commerce Court, , Johnstown, PA 15904 814-262-7700
Lamar, PA, 24 Hospitality Lane, , Mill Hall, PA 17751 570-726-3939
Lancaster, PA, 545 Greenfield Rd., , Lancaster, PA 17601 717-299-1200
Lebanon, PA, 1601 East Cumberland St., , Lebanon, PA 17042 717-277-7221
Lehighton - Jim Thorpe, PA, 877 Interchange Road, , Lehighton, PA 18235 610-377-3400
Lewisburg, PA, 140 International Drive, , Lewisburg, PA 17837 570-522-8500
Limerick-Philadelphia, PA, 430 W. Linfield Trappe Road, , Limerick, PA 19468 610-495-6999
Manheim, PA, 2764 Lebanon Road, , Manheim, PA 17545 717-665-6600
Mansfield, PA, 98 Dorsett Heights, , Mansfield, PA 16933 570-662-7500
Matamoras/Milford, PA, 122 Westfall Town Drive, , Matamoras, PA 18336 570-491-5280
Meadville, PA, 11446 North Dawn Drive, , Meadville, PA 16335 814-807-1446
Mount Joy/Lancaster West, PA, 2301 Strickler Road, , Manheim, PA 17545 717-653-5515
New Castle, PA, 2608 W. State Street, , New Castle, PA 16101 724-656-0000
Newtown, PA, 1000 Stony Hill Road, , Yardley, PA 19067 215-860-1700
North Huntingdon-Irwin, PA, 8441 Country Club Drive, , North Huntingdon, PA 15642 724-8639900
Philadelphia Montgomeryville, PA, 121 Garden Golf Boulevard, , North Wales, PA 19454 215-412-8255
Philadelphia/Bensalem, PA, 3660 Street Road, , Bensalem, PA 19020 267-332-2200
Philadelphia/Great Valley/Malvern, PA, 635 Lancaster Ave., , Frazer, PA 19355 610-699-1300
Philadelphia/King of Prussia (Valley For, 530 W. Dekalb Pike Rt. 202, , King of Prussia, PA 19406 610-962-8111
Philadelphia/Media, PA, 300 S Beatty Road., , Media, PA 19063 484-443-8899
Philadelphia/Plymouth Meeting, PA, 2055 Chemical Road, , Plymouth Meeting, PA 19462 610-567-0900
Philadelphia-Convention Ctr, PA, 1301 Race Street, Corner of 13th St. and Race St., Philadelphia, PA 19107 215-665-9100
Philadelphia-Int'l Arpt., PA, 8600 Bartram Ave, , Philadelphia, PA 19153 215-966-1300
Philadelphia-Willow Grove, PA, 1500 Easton Road, , Willow Grove, PA 19090 215-659-3535
Pine Grove, PA, 481 Suedberg Road, , Pine Grove, PA 17963 570-345-4505
Pittsburgh Airport South–Settlers Ridge,, 5000 Campbells Run Road, , Pittsburgh, PA 15205 412-788-4440
Pittsburgh Area-Beaver Valley/Center Tow, 202 Fairview Drive, , Monaca, PA 15061 724-774-5580
Pittsburgh University/Medical Center, PA, 3315 Hamlet St., , Pittsburgh, PA 15213 412-681-1000
Pittsburgh/Cranberry, PA, 210 Executive Drive, , Cranberry Township, PA 16066 724-776-1000
Pittsburgh/Greentree, PA, 555 Trumbull Dr., , Pittsburgh, PA 15205 412-922-0100
Pittsburgh/Harmarville, PA, 2805 Freeport Road, , Pittsburgh, PA 15238 412-423-1100
Pittsburgh/Meadow Lands, PA, 475 Johnson Road, , Washington, PA 15301 724-222-4014
Pittsburgh/Monroeville, PA, 3000 Mosside Blvd., , Monroeville, PA 15146 412-380-4000
Pittsburgh/Waterfront-West Homestead, PA, 301 West Waterfront Drive, , West Homestead, PA 15120 412-462-4226
Pittsburgh/West Mifflin, PA, 1550 Lebanon Church Road, , Pittsburgh, PA 15236 412-650-1000
Pittsburgh/Wexford-Sewickley, PA, 2622 Wexford Bayne Rd., , Wexford, PA 15143 412-528-1901
Pittsburgh-Airport, PA, 8514 University Boulevard, , Moon Township, PA 15108 412-264-0020

EXHIBIT A

Pittsburgh-Bridgeville, PA, 150 Old Pond Road, , Bridgeville, PA 15017 412-319-7706
Pittsburgh-Downtown, PA, 1247 Smallman Street, , Pittsburgh, PA 15222 412-288-4350
Pittsburgh-McKnight Rd., PA, 4575 McKnight Road, , Pittsburgh, PA 15237 412-939-3200
Quakertown, PA, 1915 John Fries Highway, , Quakertown, PA 18951 215-536-7779
Reading/Wyomissing, PA, 1800 Papermill Rd., , Wyomissing, PA 19610 610-374-8100
Sayre, PA, 3080 North Elmira Street, , Sayre, PA 18840 570-882-1166
Scranton at Montage Mountain, PA, 22 Montage Mountain Rd., , Scranton, PA 18507 570-342-7002
Selinsgrove/Shamokin Dam, PA, 3 Stetler Ave., US Route 11 and 15, Shamokin Dam, PA 17876 570-743-2223
Sharon, PA, 58 Winner Lane, , West Middlesex, PA 16159 724-528-3030
Shrewsbury, PA, 1000 Far Hills Drive, , New Freedom, PA 17349 717-235-9898
Somerset, PA, 324 Laurel Crest Road, , Somerset, PA 15501 814-445-9161
State College at Williamsburg Sq, PA, 1955 Waddle Road, , State College, PA 16803 814-231-1899
State College, PA, 1101 East College Ave., , State College, PA 16801 814-231-1590
Stroudsburg Bartonsville, PA, 700 Commerce Blvd, , Stroudsburg, PA 18360 570-369-1400
Stroudsburg/Poconos, PA, 114 South 8th Street, , Stroudsburg, PA 18360 570-424-0400
Tunkhannock, PA, 209 East Tioga Street, , Tunkhannock, PA 18657 570-996-5866
Uniontown, PA, 698 West Main Street, , Uniontown, PA 15401 724-430-1000
Valley Forge/Oaks, PA, 100 Cresson Boulevard, , Phoenixville, PA 19460 610-676-0900
Warren, PA, 3291 Market Street Extension, , Warren, PA 16365 814-723-2722
Warrington Horsham, PA, 201 Metro Drive, , Warrington, PA 18976 215-491-0700
Washington, PA, 119 Murtland Avenue, , Washington, PA 15301 724-228-4100
Waynesburg, PA, 227 Greene Plaza, , Waynesburg, PA 15370 724-802-1010
Wilkes-Barre/Scranton, PA, 876 Schechter Drive, , Wilkes-Barre, PA 18702 570-824-1005
Williamsport-Downtown, PA, 140 Via Bella, , Williamsport, PA 17701 570-323-6190
Williamsport-Faxon Exit, PA, 66 Liberty Lane, , Williamsport, PA 17701 570-601-5800
York, PA, 1550 Mt. Zion Rd., , York, PA 17402 717-840-1500
York/South, PA, 2159 South Queen Street, , York, PA 17402 717-741-0900

RHODE ISLAND
Coventry, RI, 850 Centre of New England Blvd., , Coventry, RI 02816 401-823-4041
Newport/Middletown, RI, 317 West Main Road, , Middletown, RI 02842 401-848-6555
Pawtucket, RI, 2 George St, , Pawtucket, RI 02860 401-723-6700
Providence/Smithfield, RI, 945 Douglas Pike, , Smithfield, RI 02917 401-232-9200
Providence/Warwick-Airport, RI, 2100 Post Road, , Warwick, RI 02886 401-739-8888
Providence-Downtown, RI, 58 Weybosset Street, , Providence, RI 02903 401-608-3500
South Kingstown/Newport Area, RI, 20 Hotel Drive, , South Kingstown, RI 02879 401-788-3500

SOUTH CAROLINA
Aiken, SC, 100 Tamil Dr., , Aiken, SC 29803 803-648-2525
Anderson, SC, 120 Interstate Blvd., , Anderson, SC 29621 864-375-1999
Anderson/Alliance Business Park, SC, 411 Alliance Parkway, , Anderson, SC 29621 864-760-1000
Beaufort, SC, 2342 Boundary Street, , Beaufort, SC 29902 843-986-0600
Bluffton-Sun City, SC, 29 William Pope Drive, , Bluffton, SC 29909 843-705-9000

EXHIBIT A

Charleston Airport, 3020 Montague Avenue, , North Charleston, SC 29418 843-990-5100
Charleston/Daniel Island, SC, 160 Fairchild Street, , Charleston, SC 29492 843-216-6555
Charleston/Mt. Pleasant IOP, SC, 1104 Isle of Palms Connector, , Mount Pleasant, SC 29464 843-856-3900
Charleston/Mt. Pleasant Patriots Point,, 255 Sessions Way, , Mount Pleasant, SC 29464 843-881-3300
Charleston/West Ashley, SC, 678 Citadel Haven Drive, , Charleston, SC 29414 843-573-1200
Charleston-Historic District, SC, 345 Meeting St., , Charleston, SC 29403 843-723-4000
Charleston-North, SC, 7424 Northside Drive, , North Charleston, SC 29420 843-820-2030
Clemson-University Area, SC, 851 Tiger Blvd., , Clemson, SC 29631 864-653-7744
Clinton, SC, 201 East Corporate Center Drive, , Clinton, SC 29325 864-938-1040
Columbia I-20/Clemson Road, SC, 1021 Clemson Frontage Road, , Columbia, SC 29229 803-788-4901
Columbia I-26/Harbison Blvd., SC, 101 Woodcross Drive, , Columbia, SC 29212 803-749-6999
Columbia Killian Road, SC, 1310 Robert's Branch Pkwy, , Columbia, SC 29203 803-999-1800
Columbia Northeast - Fort Jackson, SC, 1551 Barbara Drive, , Columbia, SC 29223 803-865-8000
Columbia/Lexington, SC, 601 Columbia Ave., , Lexington, SC 29072 803-356-8300
Columbia/Southeast- Ft. Jackson, SC, 201 East Exchange Boulevard, , Columbia, SC 29209 803-217-3999
Columbia-Downtown Historic Dist, SC, 822 Gervais Street, , Columbia, SC 29201 803-231-2000
Columbia-I-26 Airport, SC, 1094 Chris Dr., , West Columbia, SC 29169 803-791-8940
Easley, SC, 8 Southern Center Court, , Easley, SC 29640 864-343-3636
Florence-Civic Center, SC, 3000 West Radio Drive, , Florence, SC 29501 843-629-9900
Florence-North/I-95, SC, 1735 Stokes Road, , Florence, SC 29501 843-662-7000
Fort Mill, SC, 1520 Carolina Place Drive, , Fort Mill, SC 29708 803-578-2600
Gaffney, SC, 115 Nancy Creek Road, , Gaffney, SC 29341 864-206-0011
Georgetown-Marina, SC, 420 Marina Drive, , Georgetown, SC 29440 843-545-5000
Greenville Airport, SC, 128 The Parkway, , Greenville, SC 29615 864-263-5555
Greenville I-385 - Woodruff Road, SC, 15 Park Woodruff Dr., , Greenville, SC 29607 864-213-8200
Greenville/I-385 Haywood Mall, SC, 255 Congaree Road, , Greenville, SC 29607 864-516-2400
Greenville/Simpsonville, SC, 3934 Grandview Drive, , Simpsonville, SC 29680 864-963-9292
Greenville/Spartanburg I-85, SC, 108 Spartangreen Blvd., , Duncan, SC 29334 864-486-8100
Greenville/Travelers Rest, SC, 593 Roe Center Court, , Travelers Rest, SC 29690 864-834-5550
Greenville-Downtown, SC, 171 RiverPlace, , Greenville, SC 29601 864-271-8700
Greenwood, SC, 1624 Bypass 72 NE, , Greenwood, SC 29649 864-388-9595
Hartsville, SC, 203 East Carolina Ave., , Hartsville, SC 29550 843-332-2128
Hilton Head, SC, 1 Dillon Road, , Hilton Head Island, SC 29926 843-681-7900
Manning, SC, 2822 Paxville Highway, , Manning, SC 29102 803-505-4800
Murrells Inlet/Myrtle Beach Area, SC, 512 Courtfield Drive, , Murrells Inlet, SC 29576 843-651-6687
Myrtle Beach Broadway at the Beach, SC, 1140 Celebrity Circle, , Myrtle Beach, SC 29577 843-916-0600
Myrtle Beach/Oceanfront, SC, 1801 South Ocean Boulevard, , Myrtle Beach, SC 29577 843-946-6400
Myrtle Beach-Northwood, SC, 620 75th Avenue North, , Myrtle Beach, SC 29572 843-497-0077
Myrtle Beach-West, SC, 4551 Highway 501, , Myrtle Beach, SC 29579 843-236-0045
Newberry-Opera House, SC, 1201 Nance Street, , Newberry, SC 29108 803-276-6666
North Charleston/University Blvd, SC, 2688 Fernwood Drive, , North Charleston, SC 29406 843-735-7500
North Myrtle Beach-Harbourgate, SC, 2112 Little River Neck Road, , North Myrtle Beach, SC 29582 843-249-1997
Orangeburg, SC, 749 Citadel Road, , Orangeburg, SC 29118 803-937-5800

EXHIBIT A

Pawley's Island, SC, 150 Willbrook Blvd., , Pawleys Island, SC 29585 843-235-2000
Rock Hill, SC, 2111 Tabor Drive, , Rock Hill, SC 29730 803-325-1100
Santee - I-95, SC, 9060 Old 6 Highway, , Santee, SC 29142 803-854-2444
Seneca-Clemson Area, SC, 1011 East North 1st Street, , Seneca, SC 29678 864-482-2900
Spartanburg I-26-Westgate Mall, SC, 801 Spartan Boulevard, , Spartanburg, SC 29301 864-699-2222
Spartanburg-North I-85, SC, 121 Traveller Drive, , Spartanburg, SC 29303 864-577-9080
Summerville, SC, 121 Holiday Drive, , Summerville, SC 29483 843-871-8300
Sumter, SC, 1370 Broad Street Ext., , Sumter, SC 29150 803-469-2222
Walterboro, SC, 129 Cane Branch Rd, , Walterboro, SC 29488 843-538-2300
Yemassee, SC, 139 Frampton Drive, , Yemassee, SC 29945 843-379-5226

SOUTH DAKOTA
Aberdeen, SD, 3216 7th Ave. S.E., , Aberdeen, SD 57401 605-262-2600
Brookings, SD, 3017 Lefevre Drive, , Brookings, SD 57006 605-697-5232
Deadwood at Tin Lizzie Gaming Resort, SD, 531 Main Street, , Deadwood, SD 57732 605-578-1893
Mitchell, SD, 1920 Highland Way, , Mitchell, SD 57301 605-995-1575
North Sioux City, SD, 101 S. Sodrac Dr., , North Sioux City, SD 57049 605-232-9739
Rapid City, SD, 1720 Rapp Street, , Rapid City, SD 57701 605-348-1911
Sioux Falls / Southwest, SD, 3701 Avera Drive, , Sioux Falls, SD 57108 605-271-0992
Sioux Falls, SD, 2417 S. Carolyn Avenue, , Sioux Falls, SD 57106 605-362-1700
Spearfish, SD, 240 North 27th Street, , Spearfish, SD 57783 605-642-3003
Watertown, SD, 2720 9th Avenue SE, , Watertown, SD 57201 605-878-1800

TENNESSEE
Athens, TN, 1821 Holiday Drive, , Athens, TN 37303 423-745-2345
Bristol, TN, 3299 West State St., , Bristol, TN 37620 423-764-3600
Caryville-I-75/Cove Lake State Park, TN, 4459 Veteran's Memorial Hwy, , Caryville, TN 37714 423-562-9888
Chattanooga East Ridge, TN, 623 Camp Jordan Parkway, , Chattanooga, TN 37412 423-269-6600
Chattanooga West/Lookout Mountain, TN, 74 Starview Lane, , Chattanooga, TN 37419 423-602-5350
Chattanooga/Downtown, TN, 400 Chestnut Street, , Chattanooga, TN 37402 423-693-0500
Chattanooga/Hixson, TN, 1920 Hamill Road, , Hixson, TN 37343 423-877-3100
Chattanooga-Hamilton Place, TN, 2014 Hamilton Place Boulevard, , Chattanooga, TN 37421 423-602-7840
Chattanooga-North/Ooltewah, TN, 6145 Weir Way, , Ooltewah, TN 37363 423-305-6800
Clarksville, TN, 3091 Clay Lewis Road, , Clarksville, TN 37040 931-378-6070
Cleveland, TN, 4355 Frontage Road, , Cleveland, TN 37312 423-458-1222
Columbia, TN, 1551 Halifax Drive, , Columbia, TN 38401 931-540-1222
Cookeville, TN, 1025 Interstate Drive, , Cookeville, TN 38501 931-651-1500
Crossville, TN, 64 Hospitality Drive, , Crossville, TN 38555 931-707-7170
Dandridge, TN, 126 Sharon Drive, , Dandridge, TN 37725 865-940-1200
Dickson, TN, 1080 East Christi Drive, , Dickson, TN 37055 615-446-1088
Dyersburg, TN, 2750 Mall Loop Road, , Dyersburg, TN 38024 731-285-4778
Fayetteville, TN, 110 Redstone Drive, , Fayetteville, TN 37334 931-433-3355
Franklin Berry Farms, TN, 7101 Berry Farms Crossing, , Franklin, TN 37064 615-599-3700

EXHIBIT A

Gallatin, TN, 980 Village Green Crossing, , Gallatin, TN 37066 615-206-9595
Gatlinburg Historic Nature Trail, TN, 520 Historic Nature Trail, , Gatlinburg, TN 37738 865-436-4933
Gatlinburg, TN, 967 Parkway, , Gatlinburg, TN 37738 865-436-4878
Greeneville, TN, 3130 E. Andrew Johnson Highway, , Greeneville, TN 37745 423-638-3735
Jackson, TN, 150 Campbell Oaks Drive, , Jackson, TN 38305 731-427-6100
Johnson City, TN, 508 N. State of Franklin Rd., , Johnson City, TN 37604 423-929-8000
Kimball, TN, 100 Hampton Drive, , South Pittsburg, TN 37780 423-228-4270
Kingsport, TN, 2000 Enterprise Place, , Kingsport, TN 37660 423-247-3888
Knoxville Papermill Drive, TN, 601 N Weisgarber Road, , Knoxville, TN 37919 865-693-5400
Knoxville/Clinton I-75, TN, 105 Hillvale Road, , Clinton, TN 37716 865-691-8070
Knoxville/North I-75, TN, 5411 Pratt Road, , Knoxville, TN 37912 865-689-1011
Knoxville-Airport, TN, 148 International Ave., , Alcoa, TN 37701 865-983-1101
Knoxville-Downtown, TN, 618 West Main Street, , Knoxville, TN 37902 865-522-5400
Knoxville-East, TN, 7445 Sawyer Lane, , Knoxville, TN 37924 865-525-3511
Knoxville-Turkey Creek/Farragut, TN, 11340 Campbell Lakes Drive, , Knoxville, TN 37934 865-966-0303
Knoxville-West at Cedar Bluff, TN, 9128 Executive Park Dr., , Knoxville, TN 37923 865-693-1101
Lebanon, TN, 1065 Franklin Road, , Lebanon, TN 37090 615-444-3445
Lenoir City, TN, 585 Fort Loudon Medical Center Dr., , Lenoir City, TN 37772 865-988-2000
Manchester, TN, 1143 Woodbury Hwy, , Manchester, TN 37355 931-728-9528
Martin, TN, 5575 Skyhawk Parkway, , Martin, TN 38237 731-587-5800
Memphis Germantown, TN, 1680 S Germantown Rd., , Germantown, TN 38138 901-309-0555
Memphis, at Beale Street, TN, 175 Peabody Place, , Memphis, TN 38103 901-260-4000
Memphis/Collierville, TN, 1280 West Poplar Avenue, , Collierville, TN 38017 901-854-9400
Memphis-Galleria, TN, 2935 N. Germantown Rd., , Bartlett, TN 38133 901-382-2050
Memphis-Poplar, TN, 5320 Poplar Ave., , Memphis, TN 38119 901-683-8500
Memphis-Shady Grove, TN, 962 S. Shady Grove Road, , Memphis, TN 38120 901-762-0056
Memphis-Southwind, TN, 3579 Hacks Cross Road, , Memphis, TN 38125 901-754-8454
Memphis-Walnut Grove/Baptist East, TN, 33 Humphreys Center Dr., , Memphis, TN 38120 901-747-3700
Milan, TN, 15315 S. First Street, , Milan, TN 38358 731-686-8788
Millington, TN, 8838 U.S. Highway 51 North, , Millington, TN 38053 901-872-4435
Morristown I-81, TN, 5368 Winners Circle Road, , Morristown, TN 37813 423-839-1920
Morristown, TN, 3750 W. Andrew Johnson Highway, , Morristown, TN 37814 423-587-0952
Mt. Juliet, TN, 5001 Crossings Circle, , Mount Juliet, TN 37122 615-553-5900
Murfreesboro, TN, 325 North Thompson Lane, , Murfreesboro, TN 37129 615-890-2424
Nashville at Opryland, TN, 230 Rudy Circle, , Nashville, TN 37214 615-620-2500
Nashville/Bellevue-I-40, TN, 7815 Coley Davis Road, , Nashville, TN 37221 615-662-3133
Nashville/Brentwood-I-65S, TN, 5630 Franklin Pike Circle, , Brentwood, TN 37027 615-373-2212
Nashville/Franklin (Cool Springs), TN, 7141 South Springs Dr., , Franklin, TN 37067 615-771-7225
Nashville/Goodlettsville, TN, 860 Conference Drive, , Goodlettsville, TN 37072 615-645-1929
Nashville/Hendersonville, TN, 111 Saundersville Rd, , Hendersonville, TN 37075 615-751-5066
Nashville/Smyrna, TN, 2573 Highwood Blvd, , Smyrna, TN 37167 615-355-8432
Nashville/Vanderbilt, TN, 1919 West End Avenue, , Nashville, TN 37203 615-329-1144
Nashville-Airport, TN, 583 Donelson Pike, , Nashville, TN 37214 615-885-4242

EXHIBIT A

Nashville-Downtown, TN, 310 4th Avenue South, , Nashville, TN 37201 615-277-5000
Nashville-Green Hills, TN, 2324 Crestmoor Road, , Nashville, TN 37215 615-777-0001
Nashville-I-24 Hickory Hollow, TN, 210 Crossings Place, , Antioch, TN 37013 615-731-9911
Nashville-Vanderbilt-Elliston Place, TN, 2330 Elliston Place, , Nashville, TN 37203 615-320-6060
Newport, TN, 1020 Cosby Highway, , Newport, TN 37821 423-532-8558
Oak Ridge, TN, 208 S. Illinois Avenue, , Oak Ridge, TN 37830 865-482-7889
Pickwick Dam-At Shiloh Falls, TN, 90 Old South Rd., , Counce, TN 38326 731-689-3031
Pigeon Forge on the Parkway, TN, 2025 Parkway, , Pigeon Forge, TN 37863 865-428-1600
Pigeon Forge, TN, 2497 Teaster Lane, , Pigeon Forge, TN 37863 865-365-1588
Pulaski, TN, 180 Bre Avenue, , Pulaski, TN 38478 931-347-9900
Sevierville at Stadium Drive, TN, 105 Stadium Drive, , Kodak, TN 37764 865-465-0590
Sevierville, TN, 681 Winfield Dunn Pkwy., , Sevierville, TN 37876 865-429-2005
Spring Hill, TN, 2052 Crossings Blvd, , Spring Hill, TN 37174 931-451-2111
Springfield, TN, 620 22nd Avenue East, , Springfield, TN 37172 615-384-1166
Tullahoma, TN, 1922 North Jackson St., , Tullahoma, TN 37388 931-461-5222
White House, TN, 404 Hester Drive, , White House, TN 37188 615-672-3993

TEXAS

Abilene I-20, TX, 3526 West Lake Road, , Abilene, TX 79601 325-673-4400
Abilene, TX, 3917 Ridgemont Drive, , Abilene, TX 79606 325-695-0044
Alice, TX, 3135 East Main Street, , Alice, TX 78332 361-664-1111
Allen, TX, 830 West Stacy Road, , Allen, TX 75013 214-495-7667
Alpine, TX, 2607 West Highway 90, , Alpine, TX 79830 432-837-7344
Amarillo West, TX, 6901 I-40 West, , Amarillo, TX 79106 806-467-9997
Amarillo-East, TX, 7777 I-40 East, , Amarillo, TX 79118 806-418-2000
Austin @ The University/Capitol, TX, 1701 Lavaca Street, , Austin, TX 78701 512-499-8881
Austin South/Buda, TX, 1201 Cabela's Drive, , Buda, TX 78610 512-295-4900
Austin/Airport Area South, TX, 4141 Governors Row, , Austin, TX 78744 512-442-4040
Austin/Cedar Park-Lakeline, TX, 10811 Pecan Park Blvd, , Austin, TX 78750 512-249-0045
Austin/Lakeway, TX, 2013 Ranch Road 620 South, , Lakeway, TX 78734 512-263-7474
Austin/Oak Hill, TX, 6401 US Hwy 290 West, , Austin, TX 78735 512-891-7474
Austin-Airport, TX, 7712 E. Riverside Drive, , Austin, TX 78744 512-389-1616
Austin-Downtown/Convention Center, TX, 200 San Jacinto Blvd., , Austin, TX 78701 512-472-1500
Austin-North@IH-35 Hwy 183, TX, 7619 I-35 North, , Austin, TX 78752 512-452-3300
Austin-NW/Arboretum, TX, 3908 West Braker Lane, , Austin, TX 78759 512-349-9898
Austin-Round Rock, TX, 110 Dell Way, , Round Rock, TX 78664 512-248-9100
Bastrop, TX, 240 South Hasler Boulevard, , Bastrop, TX 78602 512-321-2898
Bay City, TX, 4617 7th Street, , Bay City, TX 77414 979-245-7100
Beaumont, TX, 3795 I-H10 South, , Beaumont, TX 77705 409-840-9922
Beeville, TX, 301 South Hall Street, , Beeville, TX 78102 361-362-2100
Big Spring, TX, 805 West I-20 Highway, , Big Spring, TX 79720 432-264-9800
Boerne, TX, 34935 IH-10 West, , Boerne, TX 78006 830-816-8800
Borger, TX, 1415 West Wilson Street, , Borger, TX 79007 806-273-2494

EXHIBIT A

Brenham, TX, 2605 Schulte Boulevard, , Brenham, TX 77833 979-337-9898
Brownsville, TX, 3000 N. Expressway, , Brownsville, TX 78526 956-548-0005
Brownwood, TX, 1103 Riverside Drive, , Brownwood, TX 76801 325-641-1122
Buffalo, TX, 2624 West Commerce Street, , Buffalo, TX 75831 903-322-2223
Bulverde/Spring Branch, TX, 499 Singing Oaks, , Spring Branch, TX 78070 830-438-5007
Carrizo Springs, TX, 2651 North US HIghway 83, , Carrizo Springs, TX 78834 830-876-9160
Center, TX, 141 Express Boulevard, , Center, TX 75935 936-598-4447
Childress, TX, 400 Madison Avenue, , Childress, TX 79201 940-937-3500
Cleburne, TX, 1996 West Henderson Street, , Cleburne, TX 76033 817-641-7770
College Station North, TX, 925 Earl Rudder Freeway South, , College Station, TX 77845 979-694-2100
College Station, TX, 320 Texas Ave., S., , College Station, TX 77840 979-846-0184
Colleyville DFW West, TX, 5300 State HWY 121, , Colleyville, TX 76034 817-3185000
Conroe I-45 North, TX, 2242 Stoneside Road, , Conroe, TX 77303 936-539-1888
Corpus Christi, TX, 5879 South Padre Island Drive, , Corpus Christi, TX 78412 361-985-0505
Corpus Christi-I-37/Navigation Blvd., TX, 917 North Navigation Boulevard, , Corpus Christi, TX 78408 361-884-4444
Corpus Christi-Northwest/I-37, TX, 11233 Interstate Highway 37, , Corpus Christi, TX 78410 361-241-9300
Corsicana-I-45, TX, 623 Bryant's Way, , Corsicana, TX 75109 903-872-2238
Cotulla, TX, 659 North Baylor Avenue, , Cotulla, TX 78014 830-879-5123
Dallas - Central Expy / North Park Area,, 10370 North Central Expressway, , Dallas, TX 75231 214-361-0033
Dallas - Mesquite, TX, 1700 Rodeo Drive, , Mesquite, TX 75149 972-329-3100
Dallas / Downtown, TX, 1700 Commerce Street, , Dallas, TX 75201 214-290-9090
Dallas East, TX, 8605 E R L Thornton Freeway, , Dallas, TX 75228 469-206-6030
Dallas Market Center, TX, 3051 N Stemmons Freeway, , Dallas, TX 75247 214-631-1300
Dallas/Addison, TX, 4505 Beltway Drive, , Addison, TX 75001 972-991-2800
Dallas/Arlington-South (I-20), TX, 1100 East I-20, , Arlington, TX 76018 817-419-3700
Dallas/DeSoto, TX, 1311 East Centre Park Boulevard, , Desoto, TX 75115 972-228-0200
Dallas/Frisco North-Fieldhouse USA, TX, 6070 Sports Village Road, , Frisco, TX 75033 972-668-4200
Dallas/Ft. Worth Airport South, TX, 4201 Reggis Court, , Ft Worth, TX 76155 817-952-3080
Dallas/Irving-Las Colinas, TX, 820 West Walnut Hill Lane, , Irving, TX 75038 972-753-1232
Dallas/Plano-East, TX, 2813 E. President George Bush Hwy, , Plano, TX 75074 972-509-4500
Dallas/Richardson, TX, 2250 N. Glenville Drive, , Richardson, TX 75082 972-231-9800
Dallas-Arlington Nrth/Entertainment Dist, 2200 Brookhollow Plaza Drive, , Arlington, TX 76006 817-652-9562
Dallas-Cockrell Hill/I-30, TX, 1718 North Cockrell Hill Road, , Dallas, TX 75211 214-634-1800
Dallas-DFW Airport North-Grapevine, TX, 1750 North Highway 121, , Grapevine, TX 76051 972-471-5000
Dallas-DFW Arpt W-SH 183-Hurst, TX, 1600 Hurst Town Center Drive, , Hurst, TX 76054 817-503-7777
Dallas-Lewisville/Vista Ridge Mall, TX, 2650 Lake Vista Drive, , Lewisville, TX 75067 972-315-3200
Dallas-Rockwall, TX, 1549 Laguna Drive, , Rockwall, TX 75087 469-698-9494
Dallas-The Colony, TX, 3650 Plano Parkway, , The Colony, TX 75056 469-362-1111
Decatur, TX, 110 South U.S. Highway 287, , Decatur, TX 76234 940-627-4900
Del Rio, TX, 2219 Bedell Avenue, , Del Rio, TX 78840 830-775-9700
Denison, TX, 3415 Ansley Road, , Denison, TX 75020 903-464-9010
Denton, TX, 1513 Centre Place Drive, , Denton, TX 76205 940-891-4900
Dumas, TX, 2010 South Dumas Avenue, , Dumas, TX 79029 806-935-6666

EXHIBIT A

Eagle Pass, TX, 3301 E. Main Street, , Eagle Pass, TX 78852 830-757-5565
El Paso-Airport, TX, 6635 Gateway Blvd. West, , El Paso, TX 79925 915-771-6644
El Paso-East, TX, 12055 Gateway West Boulevard, , El Paso, TX 79936 915-8721215
El Paso-West, TX, 6411 South Desert Boulevard, , El Paso, TX 79932 915-833-7000
Fort Stockton, TX, 2271 West Interstate 10, , Fort Stockton, TX 79735 432-336-9600
Fort Worth Downtown, TX, 1001 Commerce Street, , Fort Worth, TX 76102 817-332-5300
Fort Worth Southwest Cityview, TX, 4799 SW Loop 820, , Fort Worth, TX 76132 817-346-7845
Fort Worth/Forest Hill, TX, 6555 Park Brook, , Forest Hill, TX 76140 817-551-7775
Fort Worth-Fossil Creek, TX, 3850 Sandshell Drive, , Fort Worth, TX 76137 817-439-8300
Fort Worth-West/I-30, TX, 2700 Green Oaks Road, , Fort Worth, TX 76116 817-732-8585
Fredericksburg, TX, 515 East Main Street, , Fredericksburg, TX 78624 830-997-9696
Ft. Worth-Burleson, TX, 13251 Jake Court, , Fort Worth, TX 76028 817-295-2727
Gainesville, TX, 4325 North Interstate 35, , Gainesville, TX 76240 940-612-4300
Galveston, TX, 6431 Central City Boulevard, , Galveston, TX 77551 409-744-5600
Georgetown, TX, 160 River Oaks Cove, , Georgetown, TX 78626 512-688-5300
Greenville, TX, 3001 Kari Lane, , Greenville, TX 75402 903-457-9200
Harlingen, TX, 1202 Ed Carey Drive, , Harlingen, TX 78550 956-428-9800
Hillsboro, TX, 102 Dynasty Drive, , Hillsboro, TX 76645 254-582-9100
Houston Downtown, TX, 710 Crawford Street, , Houston, TX 77002 713-224-0011
Houston I-10 Central, TX, 5820 Katy Freeway, , Houston, TX 77007 713-869-9211
Houston I-10 East, TX, 10505 East Freeway, , Houston, TX 77029 713-997-8181
Houston I-10 West Park Row, TX, 18014 Park Row Drive, , Houston, TX 77084 281-578-6700
Houston I-10W Energy Corridor, TX, 11333 Katy Freeway, , Houston, TX 77079 713-935-0022
Houston NASA (Johnson Space Center), TX, 3000 Nasa Road One, , Seabrook, TX 77586 281-532-9200
Houston North IAH, TX, 707 North Sam Houston Pkwy East, , Houston, TX 77060 281-447-6400
Houston/Atascocita, TX, 19108 Moon Trail Dr, , Humble, TX 77346 832-995-5125
Houston/Baytown, TX, 7211 Garth Rd., , Baytown, TX 77521 281-421-1234
Houston/Clear Lake-NASA Area, TX, 506 West Bay Area Blvd., , Webster, TX 77598 281-332-7952
Houston/Deer Park-Ship Channel Area, TX, 1450 Center Street, , Deer Park, TX 77536 281-930-9091
Houston/Humble, TX, 20515 Highway 59 North, , Humble, TX 77338 281-446-4800
Houston/Katy, TX, 22055 Katy Freeway, , Katy, TX 77450 281-392-1000
Houston/Pasadena, TX, 4741 East Sam Houston Parkway South, , Pasadena, TX 77505 281-998-3300
Houston/Pearland, TX, 6515 Broadway Street, , Pearland, TX 77581 832-736-9977
Houston/Rosenberg, TX, 3312 Vista Drive, , Rosenberg, TX 77471 281-341-9393
Houston/Stafford, TX, 4714 Techniplex Dr., , Stafford, TX 77477 281-565-0559
Houston-Brookhollow, TX, 12909 Northwest Freeway, , Houston, TX 77040 713-939-7100
Houston-Bush Intercontinental Arpt, TX, 15831 John F. Kennedy Blvd, , Houston, TX 77032 281-442-4600
Houston-Cypress Station, TX, 150 Wagon Point Drive, , Houston, TX 77090 281-866-0404
Houston-League City, TX, 2320 Gulf Freeway South, , League City, TX 77573 281-614-5437
Houston-Medical Ctr./Reliant Park, TX, 1715 Old Spanish Trail, , Houston, TX 77054 713-797-0040
Houston-Near the Galleria, TX, 4500 Post Oak Pkwy., , Houston, TX 77027 713-871-9911
Houston-Northwest, TX, 20035 Northwest Freeway, , Houston, TX 77065 281-890-2299
Houston-Westchase, TX, 6440 West Sam Houston Parkway South, , Houston, TX 77072-1620 281-530-7776

EXHIBIT A

Houston-Willowbrook Mall, TX, 7645 West FM 1960, , Houston, TX 77070 281-955-2400
Huntsville, TX, 120 Ravenwood Village Drive, , Huntsville, TX 77340 936-439-5228
Hutto Austin, TX, 327 Ed Schmidt Boulevard, , Hutto, TX 78634 512-846-2992
Kenedy, TX, 4091 South US Hwy 181, , Kenedy, TX 78119 830-583-9277
Kerrville, TX, 2038 Sidney Baker Street, , Kerrville, TX 78028 830-257-0600
Kilgore, TX, 3109 Highway 259 North, , Kilgore, TX 75662 903-983-3300
Killeen, TX, 2702 O.W. Curry Drive, , Killeen, TX 76542 254-554-7110
Kingsville, TX, 2489 South U.S. Hwy 77, , Kingsville, TX 78363 361-592-9800
Kyle, TX, 151 Bunton Creek Rd, , Kyle, TX 78640 512-268-9042
La Grange, TX, 1624 W State Hwy 71, , La Grange, TX 78945 979-968-4900
La Porte, TX, 1328 Highway 146 South, , La Porte, TX 77571 281-842-9566
Lake Jackson-Clute, TX, 1121 Hwy 332, , Clute, TX 77531 979-265-3200
Laredo, TX, 7903 San Dario, , Laredo, TX 78045 956-717-8888
Legacy Park/Frisco, TX, 3199 Parkwood Boulevard, , Frisco, TX 75034 972-712-8400
Lindale/Tyler Area, TX, 3505 South Main, , Lindale, TX 75771 903-882-1002
Livingston, TX, 1510 US Highway 59 South Loop, , Livingston, TX 77351 936-327-2300
Longview-North, TX, 3044 Eastman Road, , Longview, TX 75605 903-663-8670
Lubbock, TX, 4003 South Loop 289, , Lubbock, TX 79423 806-795-1080
Lubbock-Southwest, TX, 5614 Englewood Avenue, , Lubbock, TX 79424 806-797-9600
Lufkin, TX, 4400 South First Street, , Lufkin, TX 75901 936-699-2500
Mansfield, TX, 1640 Hwy 287 North, , Mansfield, TX 76063 817-539-0060
Marble Falls-On The Lake, TX, 704 First Street, , Marble Falls, TX 78654 830-798-1895
Marshall, TX, 5100 South East End Boulevard, , Marshall, TX 75672 903-927-0079
McAllen, TX, 10 West Expressway 83, , McAllen, TX 78501 956-661-1100
McKinney, TX, 2008 North Central Expressway, , McKinney, TX 75069 972-542-6622
Midland, TX, 5011 West Loop 250 North, , Midland, TX 79707 432-520-9600
Mission, TX, 2505 Victoria Drive, , Mission, TX 78572 956-682-0333
Missouri City, TX, 4909 Highway 6, , Missouri City, TX 77459 281-208-7901
Mt. Pleasant, TX, 2504 West Ferguson Road, , Mount Pleasant, TX 75455 903-572-7100
N. Fort Worth-Alliance Arpt, TX, 13600 North Freeway, , Fort Worth, TX 76177 817-439-0400
Nacogdoches, TX, 3625 South Street, , Nacogdoches, TX 75964 936-560-9901
New Braunfels, TX, 575 Hwy 46 South, , New Braunfels, TX 78130 830-608-0123
North Houston Spring, TX, 23523 Northgate Crossing Blvd, , Spring, TX 77373 281-528-7400
Odessa, TX, 3923 John Ben Sheppard Pkwy, , Odessa, TX 79762 432-363-2900
Orange, TX, 2080 Interstate 10 West, , Orange, TX 77632 409-883-2500
Ozona, TX, 816 14th Street, , Ozona, TX 76943 325-392-1449
Palestine, TX, 2700 South Loop 256, , Palestine, TX 75801 903-723-0016
Pampa, TX, 2820 North Perryton Parkway, , Pampa, TX 79065 806-669-1555
Paris, TX, 3563 NE Loop 286, , Paris, TX 75460 903-784-6536
Pearsall, TX, 604 S. Lindsey Lane, , Pearsall, TX 78061 830-505-7243
Pecos, TX, 215 South Frontage Road, I-20 West Exit 39, Pecos, TX 79772 432-447-0174
Pharr, TX, 300 West Nolana Loop, , Pharr, TX 78577 956-781-1116
Plano Dallas, TX, 3316 Central Expressway, , Plano, TX 75074 972-905-5786

EXHIBIT A

Plano/North Dallas, TX, 4901 Old Shepard Place, , Plano, TX 75093 972-519-1000
Pleasanton, TX, 2057 West Oaklawn Road, , Pleasanton, TX 78064 830-569-3001
Port Aransas, TX, 2208 Highway 361, , Port Aransas, TX 78373 361-749-8888
Port Arthur, TX, 7660 Memorial Blvd., , Port Arthur, TX 77642 409-722-6999
Portland Corpus Christi, TX, 1801 Highway 181, , Portland, TX 78374 361-777-1500
Rockport/Fulton, TX, 3677 Highway 35 North, , Rockport, TX 78382 361-727-2228
San Angelo, TX, 2959 Loop 306, , San Angelo, TX 76904 325-942-9622
San Antonio Airport, TX, 8902 Jones Maltsberger Rd., , San Antonio, TX 78216 210-558-3999
San Antonio Brooks City Base Area, TX, 8202 City Base Landing, , San Antonio, TX 78235 210-3334800
San Antonio Lackland AFB SeaWorld, 1719 Cable Ranch Road, , San Antonio, TX 78245 210-674-0700
San Antonio Northwest/Medical Center, TX, 11426 IH-10 West, , San Antonio, TX 78230 210-697-8900
San Antonio/Northeast I-35, TX, 6718 N Interstate 35, , San Antonio, TX 78218 210-599-4800
San Antonio-Downtown (River Walk Area),, 414 Bowie Street, , San Antonio, TX 78205 210-225-8500
San Antonio-Downtown/Market Square, TX, 411 South Flores Street, , San Antonio, TX 78204 210-212-7000
San Antonio-Northwoods, TX, 2127 Gold Canyon Drive, , San Antonio, TX 78232 210-404-1144
San Marcos, TX, 106 I H 35, , San Marcos, TX 78666 512-754-7707
Schertz, TX, 17702 IH-35 North, , Schertz, TX 78154 210-566-6110
Seguin, TX, 1130 Larkin Ave, , Seguin, TX 78155 830-3794400
Selma-San Antonio-Randolph AFB Area, TX, 14655 IH-35N Access Road, , Selma, TX 78154 210-590-3388
Sherman, TX, 2904 Michelle Drive, , Sherman, TX 75090 903-893-9333
Snyder, TX, 1801 East Roby Highway, , Snyder, TX 79549 325-515-7555
Stephenville, TX, 910 South Harbin Drive, , Stephenville, TX 76401 254-918-5400
Sulphur Springs, TX, 1202 Mockingbird Lane, , Sulphur Springs, TX 75482 903-439-4646
Sweetwater, TX, 302 SE Georgia Avenue, , Sweetwater, TX 79556 325-235-3337
Temple, TX, 3816 South General Bruce Drive, , Temple, TX 76502 254-770-5400
Texarkana/Central Mall Area, TX, 4601 Cowhorn Creek Road, , Texarkana, TX 75503 903-832-3499
Tomball Houston NW, TX, 14100 Medical Complex Drive, , Tomball, TX 77377 281-357-1500
Trophy Club - Fort Worth North, TX, 525 Plaza Drive, , Trophy Club, TX 76262 682-831-1572
Tyler-South, TX, 8962 S. Broadway Avenue, , Tyler, TX 75703 903-630-7272
Uvalde, TX, 2714 E. Main Street, Highway 90, Uvalde, TX 78801 830-278-1300
Van Horn, TX, 1921 SW Frontage Road, , Van Horn, TX 79855 432-283-0088
Vernon, TX, 4131 Western Trail Drive, , Vernon, TX 76384 940-552-2100
Victoria, TX, 7006 North Navarro, , Victoria, TX 77904 361-573-9911
Waco, TX, 4259 North I-35, , Waco, TX 76705 254-412-1999
Waco-South, TX, 2501 Market Place Drive, , Waco, TX 76711 254-662-9500
Waxahachie, TX, 2010 Civic Center Lane, , Waxahachie, TX 75165 972-923-0666
Weatherford, TX, 2524 S. Main Street, , Weatherford, TX 76087 817-599-4800
Wichita Falls-Sikes Senter Mall, TX, 4217 Kemp Blvd., , Wichita Falls, TX 76308 940-692-1999
Winnie, TX, 318 Spur 5, , Winnie, TX 77665 409-296-3525**UTAH**
Brigham City, UT, 40 N. Main Street, , Brigham City, UT 84302 435-538-7080
Cedar City, UT, 1145 S. Bentley Boulevard, , Cedar City, UT 84720 435-586-5000
Kanab, UT, 98 S 100 E, , Kanab, UT 84741 435-644-8282
Lehi-Thanksgiving Point, UT, 3576 North Ashton Blvd., , Lehi, UT 84043 801-766-1186

EXHIBIT A

Logan, UT, 1665 North Main Street, , Logan, UT 84341 435-713-4567
Moab, UT, 488 North Main Street, , Moab, UT 84532 435-259-3030
Ogden, UT, 2401 Washington Boulevard, , Ogden, UT 84401 801-394-9400
Orem, UT, 851 West 1250 South, , Orem, UT 84058 801-426-8500
Park City, UT, 6609 N. Landmark Drive, , Park City, UT 84098 435-645-0900
Provo, UT, 1511 South 40 East, , Provo, UT 84606 801-377-6396
Richfield, UT, 1100 West 1350 South, , Richfield, UT 84701 435-896-6666
Salt Lake City Cottonwood, UT, 3210 E. Millrock Dr., , Holladay, UT 84121 801-871-1919
Salt Lake City/Farmington, UT, 332 Park Lane, , Farmington, UT 84025 801-451-7999
Salt Lake City/Layton, UT, 1700 N. Woodland Park Drive, , Layton, UT 84041 801-775-8800
Salt Lake City/Murray, UT, 606 West 4500 South, , Salt Lake City, UT 84123 801-293-1300
Salt Lake City/Sandy, UT, 10690 S. Holiday Park Dr., , Sandy, UT 84070 801-571-0800
Salt Lake City/University-Foothill Dr, U, 1345 S. Foothill Drive, , Salt Lake City, UT 84108 801-583-3500
Salt Lake City/West Jordan, UT, 3923 W. Center Park Dr., , West Jordan, UT 84084 801-280-7300
Salt Lake City-Airport, UT, 307 North Admiral Byrd Road, , Salt Lake City, UT 84116 801-530-0088
Salt Lake City-Central, UT, 2055 South Redwood Road, , Salt Lake City, UT 84104 801-886-0703
Salt Lake City-Downtown, UT, 425 South 300 West, , Salt Lake City, UT 84101 801-741-1110
Salt Lake City-North, UT, 2393 South 800 West, , Woods Cross, UT 84087 801-296-1211
Springdale/Zion National Park, UT, 1127 Zion Park Boulevard, , Springdale, UT 84767 435-627-9191
St. George Sun River, UT, 1250 West SunRiver Parkway, , St George, UT 84790 435-656-9900
St. George, UT, 53 North River Road, , St George, UT 84790 435-652-1200
Tooele, UT, 461 South Main Street, , Tooele, UT 84074 435-843-7700
Tremonton, UT, 2145 West Main Street, , Tremonton, UT 84337 435-257-6000

VERMONT
Bennington, VT, 51 Hannaford Square, , Bennington, VT 05201 802-440-9862
Brattleboro, VT, 1378 Putney Road, , Brattleboro, VT 05301 802-254-5700
Colchester, VT, 42 Lower Mountain View Drive, , Colchester, VT 05446 802-655-6177
Manchester, VT, 4519 Main Street, , Manchester, VT 05255 802-362-4000
Rutland, VT, 47 Farrell Road, , Rutland, VT 05701 802-773-9066
St Albans, VT, 43 Lake Street, , St Albans, VT 05478 802-528-5020
White River Junction, VT, 104 Ballardvale Drive, , White River Junction, VT 05001-3830 802-296-2800

VIRGINIA
Abingdon, VA, 340 Commerce Drive, , Abingdon, VA 24211 276-619-4600
Alexandria Old Town Area South, VA, 5821 Richmond Highway, , Alexandria, VA 22303 703-329-1400
Alexandria Pentagon S, VA, 4800 Leesburg Pike, , Alexandria, VA 22302 703-671-4800
Alexandria-Old Town/King St., VA, 1616 King Street, , Alexandria, VA 22314 703-299-9900
Charlottesville, VA, 2035 India Rd, , Charlottesville, VA 22901 434-978-7888
Charlottesville-at the Univ., VA, 900 W. Main Street, , Charlottesville, VA 22903 434-923-8600
Chesapeake/Suffolk/Portsmouth, VA, 4449 Peek Trail, , Chesapeake, VA 23321 757-465-7000
Chesapeake-Battlefield Blvd., VA, 1421 North Battlefield Boulevard, , Chesapeake, VA 23320 757-819-5230
Chester, VA, 12610 Chestnut Hill Road, , Chester, VA 23836 804-768-8888

EXHIBIT A

Chincoteague-Waterfront, VA, 4179 Main Street, , Chincoteague, VA 23336 757-336-1616
Christiansburg/Blacksburg, 380 Arbor Drive, , Christiansburg, VA 24073 540-381-5874
Covington, VA, 701 Carlyle Street, , Covington, VA 24426 540-962-1200
Dahlgren, VA, 16450 Commerce Drive, , King George, VA 22485 540-625-2333
Danville, VA, 2130 Riverside Drive, , Danville, VA 24540 434-793-1111
Dublin, VA, 4420 Cleburne Boulevard, , Dublin, VA 24084 540-674-5700
Dulles/Cascades, VA, 46331 McClellan Way, , Sterling, VA 20165 703-450-9595
Dumfries/Quantico, VA, 16959 Old Stage Road, , Dumfries, VA 22025 703-441-9900
Emporia, VA, 898 Wiggins Road, , Emporia, VA 23847 434-634-9200
Exmore/Eastern Shore, VA, 4129 Lankford Highway, P.O. Box 189, Exmore, VA 23350 757-442-7722
Fairfax City, VA, 10860 Fairfax Boulevard, , Fairfax, VA 22030 703-385-2600
Falls Church, VA, 6430 Arlington Boulevard, , Falls Church, VA 22042 703-538-1000
Farmville, VA, 300 Sunchase Boulevard, , Farmville, VA 23901 434-392-8826
Fort Belvoir Alexandria South, VA, 8843 Richmond Highway, , Alexandria, VA 22309 703-619-7026
Fredericksburg-at Celebrate Virginia, VA, 1080 Hospitality Lane, , Fredericksburg, VA 22401 540-786-5530
Fredericksburg-South, VA, 4800 Market Street, , Fredericksburg, VA 22408 540-898-5000
Front Royal, VA, 9800 Winchester Road, , Front Royal, VA 22630 540-635-1882
Ft. Chiswell/Max Meadows, VA, 199 Ft. Chiswell Road, , Max Meadows, VA 24360 276-637-4027
Gainesville/Haymarket, VA, 7300 Atlas Walk Way, , Gainesville, VA 20155 703-753-1500
Galax, VA, 205 Cranberry Road, , Galax, VA 24333 276-238-4605
Gloucester, VA, 6638 Forest Hill Avenue, , Gloucester, VA 23061 804-693-9393
Hampton/Newport News, VA, 3101 Coliseum Drive, , Hampton, VA 23666 757-838-1400
Harrisonburg, VA, 85 University Boulevard, , Harrisonburg, VA 22801 540-432-1111
Harrisonburg-South, VA, 43 Covenant Drive, , Harrisonburg, VA 22801 540-437-0090
Herndon/Reston, VA, 435 Herndon Pkwy, , Herndon, VA 20170 703-230-1600
Hillsville, VA, 90 Farmers Market Road, , Hillsville, VA 24343 276-728-2345
Leesburg, VA, 117 Fort Evans Road NE, , Leesburg, VA 20176 703-669-8640
Lexington-Historic Area, VA, 401 E. Nelson Street, , Lexington, VA 24450 540-463-2223
Lynchburg, VA, 3600 Liberty Mountain Drive, , Lynchburg, VA 24502 434-608-1224
Manassas, VA, 7295 Williamson Blvd., , Manassas, VA 20109 703-369-1100
Martinsville, VA, 50 Hampton Drive, , Martinsville, VA 24112 276-647-4700
Newport News (Oyster Point), VA, 12251 Jefferson Ave., , Newport News, VA 23602 757-249-0001
Newport News-Yorktown, VA, 151 Ottis Street, , Newport News, VA 23602 757-989-8977
Norfolk/Chesapeake(Greenbrier Area), VA, 701 Woodlake Dr., , Chesapeake, VA 23320 757-420-1550
Norfolk/Virginia Beach, VA, 5793 Greenwich Rd., , Virginia Beach, VA 23462 757-490-9800
Norfolk-Airport, VA, 1511 USAA Drive, , Norfolk, VA 23502 757-605-9999
Norfolk-Naval Base, VA, 8501 Hampton Boulevard, , Norfolk, VA 23505-1009 757-489-1000
Petersburg/Ft. Lee, VA, 11909 South Crater Road, , Petersburg, VA 23805 804-732-1400
Petersburg/Hopewell, VA, 5103 Plaza Drive, , Hopewell, VA 23860 804-452-1000
Petersburg/Southpark Mall, VA, 403 East Roslyn Road, , Colonial Heights, VA 23834 804-520-7333
Potomac Mills/Woodbridge, VA, 1240 Annapolis Way, , Woodbridge, VA 22191 703-490-2300
Reagan National Airport, VA, 2000 Jefferson Davis Highway, , Arlington, VA 22202 703-418-8181
Richmond/Airport, VA, 421 International Center Drive, , Sandston, VA 23150 804-226-1888

EXHIBIT A

Richmond/Glenside, VA, 5406 Glenside Drive, , Richmond, VA 23228 804-756-1777
Richmond/South, VA, 4300 Commerce Road, , Richmond, VA 23234 804-743-3550
Richmond-Downtown, VA, 700 East Main Street - Suite A, , Richmond, VA 23219 804-643-5400
Richmond-Mechanicsville, VA, 7433 Bell Creek Road, , Mechanicsville, VA 23111-3452 804-559-0559
Richmond-Midlothian Turnpike, VA, 800 Research Road, , Richmond, VA 23236 804-897-2800
Richmond-North/Ashland, VA, 705 England Street, , Ashland, VA 23005 804-752-8444
Richmond-Southwest (Hull Street), VA, 3620 Price Club Boulevard, , Midlothian, VA 23112 804-675-0000
Richmond-Virginia Center, VA, 1101 Technology Park Dr, , Glen Allen, VA 23059 804-261-2266
Richmond-West, VA, Innsbrook-10800 W. Broad St., , Glen Allen, VA 23060 804-747-7777
Roanoke Airport, VA, 5033 Valley View Blvd. North, , Roanoke, VA 24012 540-366-6300
Roanoke/Hollins - I-81, VA, 7922 Plantation Rd., , Roanoke, VA 24019 540-563-5656
Roanoke-Downtown, VA, 27 Church Avenue SE, , Roanoke, VA 24011 540-400-6000
Salem East-Electric Road, VA, 1886 Electric Road, , Salem, VA 24153 540-776-6500
Salem, VA, 450 Litchell Road, , Salem, VA 24153 540-389-2424
Smithfield, VA, 200 Vincents Crossing, , Smithfield, VA 23430 757-365-4760
South Hill, VA, I-85 U.S. 58, 200 Thompson St., South Hill, VA 23970 434-447-4600
Stafford/Quantico & Conference Center, V, 2925 Jefferson Davis Hwy., , Stafford, VA 22554 540-657-0999
Staunton, VA, 40 Payne Lane, , Staunton, VA 24401 540-886-7000
Stony Creek/Petersburg Area, VA, 10476 Blue Star Highway, , Stony Creek, VA 23882 434-246-5500
Suffolk, VA, 1017 Centerbrooke Lane, , Suffolk, VA 23434 757-935-5880
Virginia Beach/Oceanfront South, VA, 1011 Atlantic Avenue, , Virginia Beach, VA 23451 757-965-2300
Virginia Beach-Oceanfront North, VA, 3107 Atlantic Avenue, , Virginia Beach, VA 23451 757-428-7233
Warrenton, VA, 501 Blackwell Road, , Warrenton, VA 20186 540-349-4200
Washington/Dulles Int'l Arpt, VA, 22700 Holiday Park Drive, , Sterling, VA 20166 703-537-7800
Washington-Dulles Int'l. Apt. So., 4050 Westfax Dr., , Chantilly, VA 20151 703-818-8200
Waynesboro/Stuarts Draft, VA, 15 Four Square Lane, , Fishersville, VA 22939 540-213-9500
Williamsburg-Central, VA, 718 Bypass Road, , Williamsburg, VA 23185 757-229-7330
Williamsburg-Historic District, VA, 911 Capitol Landing Road, , Williamsburg, VA 23185 757-941-1777
Williamsburg-Richmond Rd., VA, 1880 Richmond Road, , Williamsburg, VA 23185 757-229-4900
Winchester-N/Conference Center, VA, 1204 Berryville Avenue, , Winchester, VA 22601 540-678-4000
Winchester-University/Mall Area, VA, 640 East Jubal Early Drive, , Winchester, VA 22601 540-667-8011
Woodstock, VA, 1150 Motel Drive, , Woodstock, VA 22664 540-459-7111
Wytheville, VA, 950 Pepper's Ferry Road, , Wytheville, VA 24382 276-228-6090

WASHINGTON

Bellevue Downtown-Seattle, WA, 11405 Northeast 2nd Place, , Bellevue, WA 98004 425-453-4100
Bremerton, WA, 150 Washington Avenue, , Bremerton, WA 98337 360-405-0200
Burlington, WA, 1860 South Burlington Boulevard, , Burlington, WA 98233 360-757-7100
DuPont, WA, 800 Station Drive, , Dupont, WA 98327 253-912-4444
Ellensburg, WA, 2705 Triple L Loop, , Ellensburg, WA 98926 509-933-1600
Kennewick at Southridge, WA, 3715 Plaza Way, , Kennewick, WA 99338 509-820-3023
Leavenworth, WA, 301 Ward Strasse, , Leavenworth, WA 98826 509-470-9798
Olympia/Lacey, WA, 4301 Martin Way E, , Olympia, WA 98516 360-459-5000

EXHIBIT A

Pasco/Tri-Cities, WA, 6826 Burden Boulevard, , Pasco, WA 99301 509-7921660
Portland/Vancouver, WA, 315 SE Olympia Drive, , Vancouver, WA 98684 360-891-3000
Richland/Tri-Cities, WA, 486 Bradley Boulevard, , Richland, WA 99352 509-943-4400
Seattle North/Lynnwood, WA, 19324 Alderwood Mall Parkway, , Lynnwood, WA 98036 425-771-1888
Seattle/Everett Downtown, WA, 2931 West Marine View Drive, , Everett, WA 98201 425-349-4466
Seattle/Federal Way, WA, 31720 Gateway Center Boulevard S., , Federal Way, WA 98003 253-946-7000
Seattle/Kent, WA, 21109 66th Avenue South, , Kent, WA 98032 253-872-8811
Seattle/Northgate, WA, 9550 1st Ave NE, , Seattle, WA 98115 206-522-6991
Seattle/Redmond, WA, 17770 NE 78th Place, , Redmond, WA 98052 425-553-1200
Seattle/Renton, WA, 1300 Lake Washington Blvd. North, , Renton, WA 98056 425-524-4440
Seattle/Southcenter, WA, 7200 South 156th Street, , Tukwila, WA 98188 425-228-5800
Seattle/Woodinville, WA, 19211 Woodinville Snohomish Rd. NE, , Woodinville, WA 98072 425-788-9247
Seattle-Airport, WA, 19445 International Boulevard, , Seattle, WA 98188 206-878-1700
Seattle-Airport/28th Ave, 18850 28th Avenue South, , SeaTac, WA 98188 206-244-5044
Seattle-Downtown, WA XS, 700 Fifth Avenue North, , Seattle, WA 98109 206-282-7700
Spokane Valley, WA, 16418 E. Indiana Avenue, , Spokane Valley, WA 99216 509-928-6900
Spokane, WA, 2010 S. Assembly Road, , Spokane, WA 99224 509-747-1100
Tacoma/Puyallup, WA, 1515 South Meridian, , Puyallup, WA 98371 253-770-8880
Tacoma-Mall, WA, 8203 South Hosmer Street, , Tacoma, WA 98408 253-539-2288
Walla Walla, WA, 1531 Kelly Place, , Walla Walla, WA 99362 509-525-1398

WEST VIRGINIA
Beckley, WV, 110 Harper Park Drive, , Beckley, WV 25801 304-252-2121
Bridgeport/Clarksburg, WV, 1515 Johnson Ave., , Bridgeport, WV 26330 304-842-9300
Buckhannon, WV, 1 Commerce Boulevard, , Buckhannon, WV 26201 304-473-0900
Charles Town, WV, 157 Pimlico Drive, , Charles Town, WV 25414 304-725-2200
Charleston-Downtown, WV, 1 Virginia Street West, , Charleston, WV 25302 304-343-9300
Charleston-Southridge, WV, 1 Preferred Place, , Charleston, WV 25309 304-746-4646
Elkins, WV, 480 Plantation Drive, , Elkins, WV 26241 304-630-7500
Fairmont, WV, 2121 Pleasant Valley Road, , Fairmont, WV 26554 304-363-4999
Huntington University Area, WV, 177 Kinetic Drive, , Huntington, WV 25701 304-523-8001
Huntington/Barboursville, WV, 1 Cracker Barrel Drive, , Barboursville, WV 25504 304-733-5300
Lewisburg, WV, 30 Coleman Drive, , Lewisburg, WV 24901 304-645-7300
Martinsburg South-Inwood, WV, 4758 Gerrardstown Road, , Inwood, WV 25428 304-229-6677
Martinsburg, WV, 975 Foxcroft Avenue, , Martinsburg, WV 25401 304-267-2900
Morgantown University Towne Centre, WV, 325 Granville Square, , Morgantown, WV 26501 304-598-0600
Morgantown, WV, 1053 Van Voorhis Road, , Morgantown, WV 26505 304-599-1200
Parkersburg Downtown, WV, 920 Emerson Avenue, , Parkersburg, WV 26104 304-428-0555
Parkersburg-Mineral Wells, WV, 64 Elizabeth Pike, , Mineral Wells, WV 26150 304-489-2900
Princeton, WV, 277 Meadowfield Lane, , Princeton, WV 24740 304-431-2580
Summersville, WV, 5400 Webster Road, , Summersville, WV 26651 304-872-7100
Weston, WV, 76 Hospitality Way, , Weston, WV 26452 304-997-8750
Wheeling - The Highlands, WV, 35 Bob Wise Drive, , Triadelphia, WV 26059 304-547-4222

EXHIBIT A

Wheeling, WV, 795 National Road, , Wheeling, WV 26003 304-233-0440
Winfield/Teays Valley, WV, 511 State Route 34, , Hurricane, WV 25526 304-760-7292

WISCONSIN

Appleton-Fox River Mall Area, WI, 350 Fox River Drive, , Appleton, WI 54913 920-954-9211
Beloit, WI, 2700 Cranston Road, , Beloit, WI 53511 608-362-6000
Burlington, WI, 400 N. Dodge Street, , Burlington, WI 53105 262-767-1900
Chippewa Falls, WI, 12707 30th Avenue, , Chippewa Falls, WI 54729 715-726-3000
Eau Claire, WI, 2622 Craig Road, , Eau Claire, WI 54701 715-833-0003
Elkhorn Lake Geneva Area, WI, 40 West Hidden Trail, , Elkhorn, WI 53121 262-743-2360
Fond du Lac, WI, 77 N. Pioneer Road, , Fond du Lac, WI 54935 920-933-6767
Grafton, WI, 1385 Gateway Drive, , Grafton, WI 53024 262-474-1000
Green Bay Downtown, WI, 201 Main Street, , Green Bay, WI 54301 920-437-5900
Green Bay, WI, 2840 Ramada Way, , Green Bay, WI 54304-5786 920-498-9200
Hudson, WI, 2610 Pearson Drive, , Hudson, WI 54016 715-952-9959
Janesville, WI, 2400 Fulton Street, , Janesville, WI 53546 608-754-4900
Kenosha, WI, 7300 125th Avenue, , Kenosha, WI 53142 262-358-9800
La Crosse/Downtown, WI, 511 3rd Street N., , La Crosse, WI 54601 608-791-4004
Lacrosse/Onalaska, WI, 308 Hampton Court, , Onalaska, WI 54650 608-779-5000
Madison West, WI, 483 Commerce Drive, , Madison, WI 53719 608-271-0200
Madison/Downtown, WI, 440 West Johnson Street, , Madison, WI 53703 608-255-0360
Madison-East Towne Mall Area, WI, 4820 Hayes Rd., , Madison, WI 53704 608-244-9400
Menomonie, WI, 2017 Stout Street, , Menomonie, WI 54751 715-231-3030
Milwaukee Downtown, WI, 176 W. Wisconsin Avenue, , Milwaukee, WI 53203 414-271-4656
Milwaukee West, WI, 8201 W. Greenfield Avenue, , West Allis, WI 53214 414-436-2300
Milwaukee/Brookfield, WI, 575 North Barker Road, , Brookfield, WI 53045 262-796-1500
Milwaukee/Franklin, WI, 6901 S. 76th Street, , Franklin, WI 53132 414-427-4800
Milwaukee-Airport, WI, 1200 West College Avenue, , Milwaukee, WI 53221 414-762-4240
Milwaukee-Northwest, WI, 5601 N. Lover's Lane Rd., , Milwaukee, WI 53225-2201 414-466-8881
Plover/Stevens Point, WI, 3090 Village Park Drive, , Plover, WI 54467 715-295-9900
Superior, WI, 66 E 2nd St, , Superior, WI 54880 715-718-2723
Tomah, WI, 219 Buan Street, , Tomah, WI 54660 608-374-3800
Wausau, WI, 615 S. 24th Avenue, , Wausau, WI 54401 715-848-9700
West Bend, WI, 1975 South 18th Avenue, , West Bend, WI 53095 262-438-1500
Wisconsin Dells Lake Delton, WI, 921 Wisconsin Dells Parkway South, , Wisconsin Dells, WI 53965 608-678-2727

WYOMING

Buffalo, WY, 85 US Highway 16 East, , Buffalo, WY 82834 307-684-8899
Casper, WY, 1100 N. Poplar Road, , Casper, WY 82601 307-235-6668
Cheyenne, WY, 1781 Fleischli Parkway, , Cheyenne, WY 82001 307-632-2747
Douglas, WY, 1730 Muirfield Ct., , Douglas, WY 82633 307-358-0707
Evanston, WY, 101 Wasatch Road, , Evanston, WY 82930 307-789-5678
Gillette, WY, 211 Decker Court, , Gillette, WY 82716 307-686-2000

EXHIBIT A

Green River, WY, 1055 Wild Horse Canyon Road, , Green River, WY 82935 307-875-5300
Jackson Hole, WY, 350 S. Hwy. 89, , Jackson, WY 83002 307-733-0033
Laramie, WY, 3715 East Grand Avenue, , Laramie, WY 82070 307-742-0125
Pinedale, WY, 55 Bloomfield Avenue, , Pinedale, WY 82941 307-367-6700
Rawlins, WY, 406 Airport Road, , Rawlins, WY 82301 307-324-2320
Riverton, WY, 2500 North Federal Blvd, , Riverton, WY 82501 307-856-3500
Rock Springs, WY, 1901 Dewar Drive, , Rock Springs, WY 82901 307-382-9222
Sheridan, WY, 980 Sibley Circle, , Sheridan, WY 82801 307-673-2734

SIGNED BUT NOT YET OPENED

ARGENTINA
Argenway Sociedad de Responsabilidad, Bariloche, Argentina, Libertad 290 Bariloche, Argentina 8400 341-5270695
Gustavo Eduardo Romay, Fernando Julio Romay, Eduardo Julio R, Buenos Aires Parque Leloir, Argentina, Av Martin Fierro 3661 Buenos Aires, Argentina B1715BRH
AUSTRIA
Tristar Austria GmbH, Vienna, Austria, Perspektivstrasse 6 Vienna, Austria 1020
BRAZIL
Hotelaria Brasil Ltda., Guarulhos, Brazil, Rua Pedro de Toledo, 1000 - Jardim Santa Lidia, Guarulhos - SP Guarulhos, Brazil 07140-000 11-34117000
BULGARIA
Montecanal Bulgaria 3 EOOD, Sofia City Centre, Bulgaria, 35 Ekzarh Yosif St Sofia, Bulgaria
CANADA
Hotel Logisco S.E.C., Beauport, Quebec, Canada, Corner of Rue D'Everell and Avenue Du Demoir Beauport, Canada tbd
Hogan Court Developments Ltd., Bedford, NS, Hogan Court Bedford, Canada tbd
Pardeep Kumar Bhopal, Belleville, Ontario, Canada, 784 Bell Blvd. Belleville, Canada K8N 4Z5
2477034 Ontario Inc., Bradford, Ontario, Canada, Lot 12 Street A, Concession-6 Bradford, Canada L3Z2A7
1752118 Ontario Limited, Brockville, Ontario, Canada, Corner of Waltham Crocker Crescent Brockville, Canada tbd
Orpheus Management Services Inc., Burlington, Ontario, Canada, 1215 Appleby Line Burlington, Canada L7L 5H9
2125855 Albeta Ltd., Calgary Downtown, AB, 614 6th Avenue SW Calgary, Canada T2P0S4
D.P. Murphy (Maypoint) Inc., Charlottetown, Prince Edward Island, Can, Lots 15-1 and 15-2, Capital Drive Charlottetown, Canada C1A6Y9
TCH Deer Lake Holding Ltd., Deer Lake, Newfoundland, Canada, 9 Trans-Canada Hwy Deer Lake, Canada A8A2E4
B.V.R. Investments LTD, Edmonton St. Albert, Alberta, Canada, corner of Mark Messier Trail 137th Avenue NW Edmonton, Canada tbd
Hamilton 354 King West LP, Hamilton, ON, 354 King Street Hamilton, Canada
Midwest Ventures Ltd, Kelowna, British Columbia, Canada, 1665 1697 Innovation Drive Kelowna, Canada V1V 2Z6
2641039 Ontario Inc., Midland, ON, 877 King Street Midland, Canada
Groupe DACA Inc., Montreal Downtown, QC, 985 St. Laurent Street Lot 1 180 676 Montreal, Canada H2Z 1J4
1492246 Ontario LTD., Niagara Falls, Ontario, Canada, West side of Stanley Avenue between Murray and Robinson Streets Niagara Falls, Canada L2E6W7
2480102 Ontario Inc., Orillia, Ontario, Canada, 400 Memorial Avenue Orillia, Canada L3V6J3
Bayview Ottawa Holdings Ltd., Ottawa Downtown, ON, 116 York Street Ottawa, Canada K1N1K9
Mahendra Patel, Ottawa West, Ontario, Canada, Corner of Fallowfield Road and O'Keefe Drive Ottawa, Canada tbd
Roshan Holdings Inc., Peterborough, Ontario, Canada, 1400 Crawford Drive Peterborough, Canada K9J 6X6
1264316 Ontario Inc., St Catharines Niagara, Ontario, Canada, 89 Meadowvale Drive St. Catharines, Canada L2N 3Z8 905-934-5400
Yanna Holdings Inc., Vancouver Surrey, British Columbia, Cana, 13586 98th Avenue Surrey, Canada V3T 1C1
616 Applewood Inc., Vaughan Toronto, Ontario, Canada, 616 Applewood Crescent Vaughan, Canada L4K4B4
Kingsbury Hospitality Group Inc., Waterloo, Ontario, Canada, 35 Benjamin Road Waterloo, Canada N2A4G8

EXHIBIT A

2527296 Ontario Limited, Whitby, ON, 100 Montecorte Avenue Whiteby, Canada
Midwest Ventures Ltd, Whitehorse, Yukon Territory, Canada, 73 Chilkoot Way Whitehorse, Canada Y1A6T6

CHILE

Inversiones Inmobiliarias y Hoteleras MT S.A., Antofagasta, Chile, Av. Edmundo Perez Zujovic 5440 Antofagasta, Chile 55-2719300
Inversiones Inmobiliarias y Hoteleras MT S.A., Santiago Las Condes, Chile, Calle Manquehue Norte No. 245 Las Condes Santiago, Chile

COSTA RICA

3-101-715248 S.A., San Jose La Sabana, Costa Rica, Calle 78, Avenida O, Rohrmoser, Sabana Norte San Jose, Costa Rica

DENMARK

BCHG SPV ApS, Copenhagen Gate, Denmark, 2150 Nordhavn, Copenhagen, Denmark. copenhagen, Denmark

DOMINICAN REPUBLIC

BIO INVESTMENT GROUP, S. A. S., Punta Cana Airport, Dominican Republic, Boulevard Turística del Este Punta Cana, Altagracia Punta Cana, Dominican Republic 506545

ECUADOR

Be Hoteles S.A., Guayaquil Downtown, Ecuador, P. Icaza 437 y Baquerizo Moreno Guayaquil, Ecuador
Hotelera Genovesa HHColon S.A., Quito La Carolina Park, Ecuador, Avenida Portugal and Catalina de Aldaz Quito, Ecuador

EL SALVADOR

LC Investments Management S.A., San Salvador Airport, El Salvador, Aeropuerto Internacional Monsenor Oscar Arnulfo Romero y Galdamez La Paz, El Salvador xx

FRANCE

HTBA sasu, blagnac, France, 92 rue bordebasse blagnac, France 31700
Zachary Ptito, bordeaux, France, 114 Cours du Marechal Juin Bordeaux, France 33000
NAOS Hotel Clichy, Clichy, France, 7, Boulevard du General Leclerc Clichy, France 92110 185011140
LILHAM S.A.S., Lille, France, Rue des Faubourg des Postes Lille, France 59000
SAS Re Hotels, St Laurent du Var, France, Route du bord de Mer St Laurent du Var, France
SAS NAOS Hotel Tours, Tours, France, rue Nationale Tours, France 37000

GERMANY

Foremost Hospitality Management GmbH, Dresden City Centre, Sachsen, Germany, Ringstrasse Dresden, Germany 01067
Foremost Hospitality Management GmbH, Dusseldorf, NW, Harkortstrasse Dusseldorf, Germany 40210
Tristar GmbH (commercial register no. HRB 139115 B), Frankfurt, HE, Saonestrasse 10 Frankfurt, Germany 60528
IFA Betreibergesellschaft Hotel Kaiserslautern mbH, Kaiserslautern, RP, Fischerstrasse 78 Kaiserslautern, Germany 67655
GS Star GmbH, Kiel, Germany, Exerzierplatz Kiel, Germany 24103
Tristar GmbH (commercial register no. HRB 139115 B), Konstanz, Germany, Reichenaustrasse Line Eid Strasse Konstanz, Germany 78467
Tristar GmbH (commercial register no. HRB 139115 B), Munich Airport South, Germany, Ludwigstrasse Am Soeldnermoos Hallbergmoos, Germany 85399
Tristar GmbH (commercial register no. HRB 139115 B), Munich City Centre East, Germany, Hermann-Weinhauser-Stasse Munich, Germany 81673
Primestar Hotel GmbH, Munich, BY, Ingolstaedter Strasse 44 Munich, Germany 80807
Tristar GmbH (commercial register no. HRB 139115 B), Regensburg, Bavaria, Babo Strasse Regensburg, Germany 93055
Foremost Hospitality Management GmbH, Stuttgart, Germany, Wolframstrasse Stuttgart, Germany 70191

INDIA

Maha Associated Hotels Private Limited, Neemrana, India, Plot No HTL-10, New Industrial Comp , Neemrana Dist, Alwar Neemrana, India

IRELAND

Melonmount Limited, Dublin Four Courts, Ireland, River House, Chancery Street, Dubli n 7 Dublin, Ireland

ITALY

GdF System Srl, Milan, Italy, Via Alessandro AstesaniAffori Milan, Italy

LITHUANIA

NT Draudimo Grupe, Vilnius, Lithuania, Saltoniskiu 2A Vilnius, Lithuania

EXHIBIT A

MEXICO
Inmobiliaria Cabo Carena, SAPI de CV, Culiacan, Mexico, Av. Malecon Diego Valadez Culiacan, Mexico 80027
Grupo de Desarrollo y Construcción Inmobiliario de Puebla, S, Puebla, Mexico, 2do. Retorno Osa Menor No.4 Reserva Territorial A San Andres Cholula, Mexico 72830 222-1417400
Inmobiliaria Canel's S.A. de C.V., San Luis Potosi, Mexico, Av. Salvador Nava Martinez 3105 San Luis Potosi, Mexico 78294 444-8341200
INFRAHYDRO S.A. DE C.V., San Miguel de Allende, Mexico, Carretera San Miguel de Allende Querétaro Km 2.5 San Miguel de Allende, Mexico 37780
Banca Mifel, Fideicomiso 2550/2017, Torreon Independencia, Coahuila, Mexico, Blvd Independencia Y Rafael Arocena Torreon, Mexico
NETHERLANDS
BHG Utrecht III B.V., Utrecht, Netherlands, Catharijne Esplanade 13 Utrecht, Netherlands 3511 WK 30-2377033
PANAMA
Inversiones Chiricanas De Hoteleria S.A., David, Panama, Calle G, Sur, Barriada Lassonde David, Panama
PERU
IHI Perú SAC, Arequipa, Peru, Calle Puente Grau 250 Arequipa, Peru 04000
IHI Perú SAC, Lima San Isidro, Peru, Avenida Arequipa 3305 Distrito San Isidro Lima, Peru N/A
Inversiones Hoteleras y Turísticas del Perú S.A.C, Tarapoto, Peru, Calle Recreo 564 La Banda de Shilcayo Tarapoto, Peru 22221
POLAND
Antczak Calisia Spolka Komandytowa (LP), Kalisz, Poland, ul. Chopina Zlota 14 Kalisz, Poland 62-800
VHM Hotel Management Sp. z o.o., Lodz, Poland, ul. Piotrkowska 155 Lodz, Poland 90440
VHM Hotel Management Sp. z o.o., Olsztyn, Poland, ul. Pilsudskiego Glowackiego Olsztyn, Poland 10450
BB Old Town Sp. z o.o., Poznan, Poland, ul. Swiety Marcin 6 Poznan, Poland 61-803 515391552
CLIP Hotel Sp. z o.o., Swarzedz, Poland, ul. Poznanska 25 Swarzedz, Poland 62-020
RUSSIA
Kesco-Krasnodar Limited Liability Company, Krasnodar, Russia, 33 Mira street Krasnodar, Russia
SPAIN
Project HBH Alcobendas S.L., Madrid, Spain, Avenida de Fernando Alonso 4 Madrid, Spain 28108
TURKEY
Kol Insaat Tic. San. Ve Turz. Ltd. Sti., Amasya, Turkey, 55 Evler Mah. Alparslan Turkes Cad. Atasehir Is Merkezi Amasya, Turkey 05200
Derya Ecza Deposu Saglik Hizmetleri Petrol Gida ve Insaat Sa, Batman, Turkey, 22K-3C Pafta, 1752 Ada, 1 Parsel, A Alkami Koyu, Merkez Ilcesi Batman, Turkey
Gevrekli Turizm Deri ve Tekstil San. Tic. Ltd. Sti., Istanbul Dolapdere, Turkey, Dolapdere, Istanbul, Turkey Istanbul, Turkey
SANLI DURMAZ TURIZM OTELCILIKVE YATIRIM ANONIM SIRKETI, Istanbul Old City, Turkey, Millet Cad. Sorguccu Sok. Karakas I s Merkezi No 1 Kat 3 Fatih Istanbul, Turkey 34300
Atabey Otomotiv Insaat Tasimacilik Turizm ve Matbaacilik San, Kars, Turkey, Faikbey Cad. Npo 162 Merkez Kars Kars, Turkey
Mas Otelcilk Yatirim Sanayi ve Ticaret A.S., Sakarya, Turkey, Arabacialani Mahallesi, Mehmet Akif Ersoy Cad, Unlu Sok, Serdivan Sakarya, Turkey
AK-AY Gida Muhendislik Insaat ve Turizm Pazarlama Sanayi ve, Van, Turkey, Yeni Sahil Caddesi No 13 Edremit Van, Turkey
UNITED KINGDOM
Victoria Point Hotel Ltd, Ashflord, United Kingdom, Victoria Road Ashford, United Kingdom TN237RR
Dominvs Project Company 8 Limited, Bath, United Kingdom, James Street West Bath, United Kingdom BA11UN
Monte Hospitality Ltd, Blackburn, United Kingdom, Frontier Park Blackburn, United Kingdom
Slatters Development Limited, Canterbury, United Kingdom, St Margeret Street Canterbury, United Kingdom
The Hamilton Park Racecourse Hotel Company Limited, Hamilton, United Kingdom, Bothwell Road Hamilton, United Kingdom ML3 0DW 7500-011880
Ultra Assets Holdings Limited, Leeds City Centre, United Kingdom, Bridge Street Leeds, United Kingdom
City Hotel (London) Limited, London Aldgate, United Kingdom, 12-20 Osborne Street, London. E1 6T Q London, United Kingdom E16TQ
Bow Village Ltd, London Bromley by Bow, United Kingdom, 1 TwelveTrees Crescent, Bromley By Bow London, United Kingdom E3
Chart Forte Court (UK) Limited, London Ealing, United Kingdom, 111 Uxbridge Road, Ealing London, United Kingdom W5 5TL
Acre Hotels Limited, London Heathrow Bath Road, United Kingdo, 242 Bath Road London, United Kingdom

EXHIBIT A

Acre City Limited, London Old Street, United Kingdom, 17-33 Westland Place London, United Kingdom
SBH Park Limited, London Park Royal, United Kingdom, Western Avenue London, United Kingdom
Create Developments (Manchester) Limited, Manchester, United Kingdom, Sharp Street Manchester, United Kingdom
Appleby Leisure Limited, Norwich, United Kingdom, Spitfire Road Norwich, United Kingdom
Tribeca Southend Hotel Opco Limited, Southend-on-Sea, United Kingdom, Fossetts Way Southend-on-Sea, United Kingdom
Stockton Hotels Company Ltd, Stockton-on-Tees, United Kingdom, Church Road Stockton-on-Tees, United Kingdom TS18 1TW 01642-432520
Ridgevale Estates Limited, Swindon, United Kingdom, Station Road Swindon, United Kingdom
The New Riviera Estates Limited, Tisdale, Torquay, United Kingdom, Torwood StreetTorquay Torquay, United Kingdom
Avantis Piccadilly Limited, York, United Kingdom, Piccadilly York, United Kingdom

UNITED STATES

ALABAMA

Huntsville Downtown, AL, 0 Clinton Avenue West, , Huntsville, AL 35801

ARIZONA

Queen Creek, AZ, NWQ of E Maya Rd and S Ellsworth Rd, , Queen Creek, AZ 85242
Tucson Downtown, AZ, 141 South Stone Ave, , Tucson, AZ 85701
Tucson Tech Park, AZ, 9095 S Rita Rd, , Tucson, AZ 85747
Williams, AZ, NEQ Rodeo Rd and Grand Canyon Blvd, 160-410 Rodeo Rd, Williams, AZ 86046

ARKANSAS

Batesville, AR, SWQ of Harrison St Jennings Ln, , Batesville, AR 72501
Bentonville Downtown, AR, SEQ of S Main St and SE 2nd St, , Bentonville, AR 72712
Conway, AR, 2400 Sanders Road, , Conway, AR 72032

CALIFORNIA

Anaheim, CA, 100 W. Katella Avenue, , Anaheim, CA 92802 714-533-1500
Bakersfield Central, CA, NWQ of Easton Dr. and California Av, e., Bakersfield, CA 93309
Buena Park, CA, 7307 Artesia Blvd., , Buena Park, CA 90621 714-716-1800
Cardiff San Diego, CA, 1661 Villa Cardiff Dr., , Cardiff, CA 92007 760-9440427
Chico, CA, 1545 Springfield Drive, , Chico, CA 95928
Chula Vista Eastlake, CA, 2424 Fenton St, , Chula Vista, CA 91914
Claremont, CA, 721 S Indian Hill Blvd, , Claremont, CA 91711
Diamond Bar Los Angeles, CA, 850 Brea Canyon Rd, , Diamond Bar, CA 91765
El Cajon, CA, 100 Fletcher Parkway, , El Cajon, CA 92020
El Cerrito, CA, NWQ of San Pablo Ave and Cutting Bl, , El Cerrito, CA 94530
Fresno Airport, CA, 1515 N Peach Ave, , Fresno, CA 93727 559-486-1532
Gilroy, CA, 5975 Travel Park Circle, , Gilroy, CA 95070
Hanford, CA, SEQ of 12th Ave and Highway 198, , Hanford, CA 93230
Hercules, CA, NWQ of Sycamore Ave San Pablo, Ave, Hercules, CA 94547
Imperial Beach San Diego, CA, SWQ of Palm Ave 9th St, , Imperial Beach, CA 91932
Indio, CA, Spectrum Street South of Showcase, Pkwy, Indio, CA 92203
Lake Forest - Irvine Spectrum, CA, 23021 Lake Center Drive, , Lake Forest, CA 92630

EXHIBIT A

Los Angeles County Hospital, CA, 1030 N. Soto St., , Los Angeles, CA 90033
Los Angeles/Koreatown, CA, 301 S. Harvard Blvd 4110 W. 3rd Str, , Los Angeles, CA 90020
Marina, CA, 120 Reservation Road, , Marina, CA 93933
Menlo Park, CA, 1704 El Camino Real, , Menlo Park, CA 94025
Mountain View Palo Alto, CA, 2300 El Camino Real, , Mountain View, CA 94040
North Hollywood, CA, 12409 Victory Blvd., , North Hollywood, CA 91606
Oakhurst-Yosemite, CA, 40740 Highway 41, , Oakhurst, CA 93644
Oakland Downtown-City Center, CA, 378 11th Street, , Oakland, CA 94607
Oakland Emeryville, CA, NWQ of I-580 and Mandela Pkwy, , Oakland, CA 94608
Oceanside, CA, SWQ S.R. 78 Jefferson Way, , Oceanside, CA 92054
Ontario Rancho Cucamonga, CA, 11669 Foothill Blvd., , Rancho Cucamonga, CA 91750
Ontario South, CA, NEQ of Freeway 60 and Haven Ave, , Ontario, CA 91761
Pacifica, CA, 70 Oceana Blvd, , Pacifica, CA 94044
Patterson, CA, NWQ of Sperry Av. and Park Center, , Patterson, CA 95363
Placerville, CA, State Highway 50 and Jacquier Road, , Placerville, CA 95667
Porter Ranch Los Angeles, CA, SWQ of Porter Ranch Dr Rinald, i St, Porter Ranch, CA 91326
Riverside Downtown, CA, 5th Market Street, , Riverside, CA 92501
Riverside March Air Force Base, CA, NWQ Opportunity Way, Van Buren Blvd., Riverside, CA 92508
Rocklin, CA, 4215 Granite Dr., , Rocklin, CA 95677
Rosemead, CA, 3520 Ivar Ave, , Rosemead, CA 91770
San Diego Liberty Station, CA, 2211 Lee Court, , San Diego, CA 92101 619-881-2710
San Diego/Gaslamp, CA, 502-538 7th Avenue corner of Islan, , San Diego, CA 92101
San Jose Airport, CA, 2088 North First Street, , San Jose, CA 95131 408-392-0993
San Jose-Cupertino, CA, 1090 S De Anza Blvd, , San Jose, CA 95129
San Mateo, CA, 2940 S. Norfolk Street, , San Mateo, CA 94403
San Ramon, CA, 2231 Omega Rd, , San Ramon, CA 94583
Santa Clarita-Valencia, CA, SEQ of Newhall Ranch Rd and Vanderb, , Santa Clarita, CA 91355
Santa Cruz West, CA, 2424 Mission Street, , Santa Cruz, CA 95060
Santa Maria, CA, 2190 Preisker Lane, , Santa Maria, CA 93458
Santa Rosa, CA, Lot 2, Parcel Map 735, Airway Dr., , Santa Rosa, CA 95403
Simi Valley, CA, 20 West Cochran St, , Simi Valley, CA 93065
Sunnyvale/Silicon Valley, CA, 861 East El Camino, , Sunnyvale, CA 94087
Vallejo, CA, 1596 Fairgrounds Dr, , Vallejo, CA 94589 707-554-9655
Watsonville, CA, 1715 West Beach Street, , Watsonville, CA 95076
Woodland Hills, CA, 21322 Oxnard Street, , Woodland Hills, CA 91367

COLORADO

Aurora Medical Center Denver, CO, Peoria Street East 25th Avenue, , Aurora, CO 80010
Aurora South Denver, CO, 2525 S. Anaheim St., , Aurora, CO 80014
Colorado Springs I-25 Central, CO, I-25 Academy Blvd. North, , Colorado Springs, CO
Colorado Springs Northeast, CO, 5660 Barnes Road, , Colorado Springs, CO 80917
Durango Downtown Area, CO, 422, 468, 476 East 2nd Street, , Durango, CO 81301
Lakewood Denver Southwest, CO, 2535-76 S. Wadsworth Blvd., , Lakewood, CO 80227

EXHIBIT A

Thornton Denver, CO, 12196 Grant Circle, , Thornton, CO 80241

CONNECTICUT
Bridgeport/Steelpointe Harbor, CT, 325 Stratford Avenue, , Bridgeport, CT 06608
North Haven, CT, 1000 Universal Drive, , North Haven, CT 06473
Wallingford Meriden, CT, Lot 4, Chalet Drive, , Wallingford, CT 06492

FLORIDA
Alachua I-75, FL, NW Corner US HWY 441 I-75, Exit 399, Alachua, FL 32615
Callaway, FL, East Side Tyndall Pkwy N, , Callaway, FL 32404
Cape Canaveral Cruise Port, FL, Adjacent to 9000 Astronaut Blvd., , Cape Canaveral, FL 32920
Clearwater Central, FL, 2525 Drew Street, , Clearwater, FL 33765
Clewiston, FL, 305 W Sugarland Hwy, , Clewiston, FL 33440
Delray Beach, FL, SE Fifth Avenue and SE 2nd Street, , Delray Beach, FL 33483
Dunedin, FL, 2641 Michael Place, , Dunedin, FL 34698
Fort Myers Downtown, FL, South Cleveland Avenue and McGregor, Boulevard, Fort Meyers, FL 33901
Ft. Lauderdale Airport North Dixie Hwy,, 1851 S. Federal Hwy, , Fort Lauderdale, FL 33316
Hollywood I-95 Hollywood Blvd, FL, 2638 Polk Street, , Hollywood, FL 33020
Jacksonville/Orange Park, FL, 141 Park Avenue, , Orange Park, FL 32073 904-278-6140
Key West, FL, 3755 S. Roosevelt Boulevard, , Key West, FL 33040 305-296-3500
Macclenny I-10, FL, NWQ of Hodges Road and, 6th Street, Macclenny, FL 32063
Marianna I-10, FL, Corner of Magnolia Rd FL Hwy 71, , Marianna, FL 32448
Miami Beach - Mid Beach, FL, 4000 Collins Ave, , Miami Beach, FL 33140 305-532-4999
Miami Kendall, FL, near Tamiami Airport in Kendall, , Miami, FL 33186
Middleburg, FL, 1735 Jeremiah Street, , Middleburg, FL 32068
North Port, FL, U. S. 41 and Tuscola Boulevard, , North Port, FL 34287
Orlando Flamingo Crossings, FL, Flamingo Crossings Parcel H-5, , Orlando, FL 32830
Panama City Central, FL, 2627 Highway 77, , Panama City, FL 32405
Pinellas Park St. Petersburg, FL, 3845 Park Boulevard, , Pinellas Park, FL 33781
Port Orange I-95, FL, 5811 Williamson Boulevard, , Port Orange, FL 32128
Ruskin I-75, FL, 711 SE 33rd Street, , Ruskin, FL 33570
Sanford Orlando, FL, SWQ of Red Cleveland Boulevard, and Marquette Avenue, Sanford, FL 32773
Sarasota Downtown, FL, 209 Cocoanut Avenue, , Sarasota, FL 34236
Tampa Downtown Channel District, FL, 1155 East Kennedy Boulevard, , Tampa, FL 33602 813-525-9900
Tampa Riverview Brandon, FL, 10240 Causeway Blvd., , Tampa, FL 33619
Trinity, FL, SWQ SR 54 Trinity Blvd., , Trinity, FL 34556
Yulee, FL, I-95 State Route 200, , Yulee, FL 32097

GEORGIA
Atlanta Airport South, GA, Near the intersection of Sullivan, and Southport Roads, Atlanta, GA 30337
Atlanta Decatur/Emory, GA, 116 Clairemont Avenue, , Decatur, GA 30030 404-378-2305
Atlanta-Midtown, GA, 1231 West Peachtree Street, , Atlanta, GA 30309
Columbus Downtown, GA, 1201 Broadway Avenue, , Columbus, GA 31901

EXHIBIT A

Johns Creek, GA, 6440 East Johns Crossing, , Johns Creek, GA 30097 470-4101601
Locust Grove, GA, 345 Tanger Blvd., , Locust Grove, GA 30248 678-782-7501

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

ILLINOIS
Bridgeview Chicago, IL, 7010 S Harlem Ave, , Bridgeview, IL 60455 224-513-0017
Chicago Illinois Medical District, IL, 2020 W Ogden Ave, , Chicago, IL 60612
Chicago Orland Park, IL, 16160 LaGrange Rd, , Orland Park, IL 60462
Oak Brook Chicago, IL, 1909 Spring Road, , Oak Brook, IL 60523
O'Fallon, IL, 430 Regency Park, , O'Fallon, IL 62269
Pekin (Peoria Area), IL, 3445 Court Street, , Pekin, IL 61554

INDIANA
Avon Indianapolis, IN, NWQ of US 36 and Angelina Way, , Avon, IN 46123
Fort Wayne Downtown, IN, 223 West Jefferson Boulevard, , Fort Wayne, IN 46802
Franklin, IN, I-65 and SR 44 Paris Drive, , Franklin, IN 46131
Indianapolis Canal IUPUI, IN, 414 W Vermont St, , Indianapolis, IN 46202
Lebanon, IN, SWQ of US 32 I-65, , Lebanon, IN 46052
New Albany, IN, 411 W. Spring St, , New Albany, IN 47150 812-945
Wabash, IN, SEQ of Wedcor Avenue and Cass St, , Wabash, IN 46992
Washington, IN, 7 Cumberland Dr., , Washington, IN 47501

IOWA
Cedar Falls Downtown, IA, NW Corner of 1st St. Main St., , Cedar Falls, IA
Fort Dodge, IA, 302 31st Street South, , Fort Dodge, IA 50501

KANSAS
Gardner, KS, 151 S. Cedar Niles Rd., , Gardner, KS 66030 913-856-2100

KENTUCKY
Cave City, KY, Sanders Street, NEQ of I-65 Hwy 90, Cave City, KY 42127
La Grange, KY, 807 South First Street, NEQ of I-71 Exit 22 and Highway 5, La Grange, KY 40031
Oak Grove Fort Campbell, KY, 164 Naomi Lane, , Oak Grove, KY 42262
Richwood Cincinnati South, KY, 12929 Frogtown Connector Road, , Richwood, KY 41094

LOUISIANA
New Orleans East, LA, SEQ of Levy Rd and Bullard Ave, , New Orleans, LA 70128
New Orleans French Market, LA, 501 Elysian Fields, , New Orleans, LA 70117

MAINE
Kittery-Portsmouth, ME, 275 US Route 1, , Kittery, ME 03904 207-439-0751

EXHIBIT A

Portland West, ME, 1200 Brighton Ave, , Portland, ME 04102

MARYLAND
Ocean City West, MD, 12708 Ocean Gateway Hwy, , Ocean City, MD 21842 410-213-2500
Towson, MD, 21 West Susquehanna Avenue, , Towson, MD 21204

MASSACHUSETTS
Boston Logan Airport Chelsea, MA, 200 2nd Street, , Chelsea, MA 02150
Boston Seaport, MA, 660 Summer St, , Boston, MA 02210
Buzzards Bay Cape Cod Canal, MA, 25 Perry Avenue, , Buzzards Bay, MA 02532
Great Barrington Berkshire Mountains, MA, 79 Bridge Street, , Great Barrington, MA 01230
North Attleboro, MA, 57 Draper Avenue, , North Attleboro, MA 02760
Salem, MA, SWQ of Dodge St and Dodge St Court, , Salem, MA 01970
Watertown Boston, MA, 1 Arsenal Street, , Watertown, MA 02472
Westfield, MA, 39 Southampton Road, , Westfield, MA 01085 413-5646900
Woburn Boston, MA, 371 Washington Street, , Woburn, MA 01801

MICHIGAN
Adrian, MI, SEQ of S. Main Street, and Maple Village Road, Adrian, MI 49221
Benton Harbor, MI, NWQ of I-94 and Pipestone Rd, , Benton Harbor, MI 49022
Bloomfield Hills Detroit, MI, NEQ of S. Telegraph Rd., and Hood Rd., Bloomfield Hills, MI 48302
Detroit Midtown, MI, 4 E. Alexandrine St., Unit 2, , Detroit, MI 48201
Dundee, MI, Powell Drive Waterstradt Commerce D, rive, Dundee, MI 48131
Grand Haven, MI, 586 N. Beacon Blvd, , Grand Haven, MI
Grandville Grand Rapids South, MI, 4755 Wilson Ave SW, , Grandville, MI 49418 616-652-7755
Howell, MI, Intersection of Latson Road and Int, erstate 96, Howell, MI 48843
Niles, MI, 1432 South 11th Street, , Niles, MI 49120
Woodhaven, MI, NEQ of West Rd and I-75, , Woodhaven, MI 48183
Ypsilanti, MI, Intersection of I-94 S. Huron St., , Ypsilanti, MI 48197

MINNESOTA
Eden Prairie Minneapolis, MN, 11825 Technology Drive, , Eden Prairie, MN 55344
Lakeville Minneapolis, MN, Lot 2, Block 2,, Lakeville Commerce Center, Lakeville, MN 55044

MISSISSIPPI
D'Iberville I-10, MS, NWQ of I-10 at Exit 46 next to H2S, , DIberville, MS 39540 228-392-0457
Gulfport Beach Boulevard, MS, US Highway 90, , Gulfport, MS 39507
Jackson Fondren District, MS, NW corner of Old Canton and Duling, , Jackson, MS 39216
Jackson/Ridgeland, MS, 600 Steed Rd, , Ridgeland, MS 39157 769-300-5556

MISSOURI
Festus, MO, Lot 8, Shapiro Dr., , Festus, MO 3028
Kansas City Downtown Crossroads, MO, 1571 Main Street, , Kansas City, MO 64108 816-255-3915

EXHIBIT A

Sedalia, MO, 3909 West 9th Street, , Sedalia, MO 65301 660-951-1163
St. Charles Old Town Area, MO, 1410 South 5th St., , St. Charles, MO 63301

MONTANA
Bozeman, MT, Baxter Ln 11th Ave, , Bozeman, MT 59715
West Yellowstone, MT, Gibbons Ave NEQ of Targhee Pass, Hayden St., West Yellowstone, MT 59758

NEBRASKA
Columbus, NE, 23rd St. 36th Ave, , Columbus, NE 68601
Hastings, NE, SE Corner of Osborne Dr. W. 33rd, St., Hastings, NE 68901

NEVADA
Fallon, NV, 82 Juanita Ct, , Fallon, NV 89406
Fernley, NV, 150 Hwy 95A Off Penny Lane, , Fernley, NV 89408
Las Vegas Convention Center, NV, SWQ of Sierra Vista Dr Swenson St, , Las Vegas, NV 89138
Las Vegas Strip South, NV, NEQ of Giles St and E Mesa Verde Ln, , Las Vegas, NV 89123
McCarran, NV, Britain Dr London Dr, , McCarran, NV 89432
Wells, NV, 1091 Cobre St, , Wells, NV 89835 775-752-2099

NEW HAMPSHIRE
Keene, NH, 126 Key Road, , Keene, NH 03431
Lincoln White Mountains, NH, Main Street, Lots 2 and 3 of Map 12, Lincoln, NH 03251

NEW JERSEY
Cherry Hill, NJ, 2348 Route 70 West, , Cherry Hill, NJ 08002
Cranbury, NJ, 1261 S. River Road, , Cranbury, NJ 08512 609-642-6440
Deptford, NJ, 1251 Hurffville Road, , Deptford, NJ 08096
Egg Harbor Township-Atlantic City, NJ, 6708 Tilton Road, , Egg Harbor Township, NJ 08234
Lakewood, NJ, 1367 Highway 70, , Lakewood, NJ 08701
Old Bridge, NJ, 300 Spring Valley Road, , Old Bridge, NJ 08857
Secaucus Meadowlands, NJ, Plaza Drive, , Secaucus, NJ 07094
Somerset, NJ, 600 Atrium Drive, , Somerset, NJ 08873
Toms River, NJ, 3226 Route 37 East, , Toms River, NJ 08753
Voorhees Cherry Hill, NJ, 1000 Laurel Oak Road, , Voorhees, NJ 08043
Westampton Mount Holly, NJ, 2015 Route 541, , Westampton, NJ 08060

NEW MEXICO
Clovis, NM, 4407 N Prince St, , Clovis, NM 88101
Santa Fe South, NM, 3430 Cerrillos Rd, , Santa Fe, NM 87501

NEW YORK
Bronx New York City, NY, 2100 Bartow Avenue, , Bronx, NY 10475
Buffalo - Amherst, NY, 1600 Amherst Manor Drive, , Buffalo/Amherst, NY 14221

EXHIBIT A

Cooperstown,NY, 4868 State Highway 28, , Hartwick, NY 13326
Dunkirk, NY, 3925 Vineyard Drive, , Dunkirk, NY 14048
Jamaica AirTrain JFK, NY, 90-75 Sutphin Blvd., , Jamaica, NY 11435
Monticello, NY, SE Quadrant of SR 42 SR 17 Golden, Ridge Road, Monticello, NY 12701
Olean, NY, 1420 Buffalo Street, , Olean, NY 14760
Syracuse Downtown Armory Square, NY, 231 Walton Street, , Syracuse, NY 13202

NORTH CAROLINA
Albemarle, NC, 500 HWY 24 27 Bypass, , Albemarle, NC 28001
Black Mountain, NC, 306 Black Mountain Avenue, , Black Mountain, NC 28711 828-669-1000
Cary, NC, 1000 Winstead Drive, , Cary, NC 27513
Charlotte Scaleybark Station, NC, 3804 South Boulevard, , Charlotte, NC 28217
Charlotte Airport Lake Pointe, NC, 2227 Cascade Pointe Boulevard, , Charlotte, NC 28208
Charlotte Northlake, NC, 7911 West W.T Harris BLVD, , Charlotte, NC 28216
Charlotte Steele Creek Road, NC, NWQ of I-485 Steele Creek Road, Outlet Center, Charlotte, NC 28273
Durham Cole Mill Road, NC, SEQ of Cole Mill Road and I-85, , Durham, NC 27705
Greensboro Downtown, NC, 332 South Greene Street, , Greensboro, NC 27401
Lenoir, NC, 262 Hotel Street, , Lenoir, NC 28645 828-758-7664
Lexington, NC, 1243 Fairview Drive, , Lexington, NC 27292
Pittsboro, NC, Lowes Drive, , Pittsboro, NC 27312
Raleigh Midtown, NC, Northeast Quadrant of Wake Towne Dr, and Wake Forest Road, Raleigh, NC 27609
Rockingham, NC, 740 East US Highway 74 Business, , Rockingham, NC 28379
Smithfield Selma, NC, 120 Towne Centre Place, , Smithfield, NC 27577
Southport, NC, 4820 Port Loop Road, , Southport, NC 28461 910-477-9830
Waynesville, NC, NW Quad HWY 74 Hyatt Creek Road, , Waynesville, NC 28786
Winston-Salem Downtown, NC, 235 North Cherry Street, , Winston-Salem, NC 27101 336-276-1010

OHIO
Canal Winchester, OH, 800 West Waterloo Street, SEQ of US Route 33 and Gender Road, Canal Winchester, OH 43110
Dayton University Area, OH, 835 Edwin C. Moses Blvd, , Dayton, OH 45417
Madison, OH, 171 Water Tower Drive, , Madison, OH 44057 440-307-4450
Marion, OH, SWQ of I-95 and Blevins Blvd, , Marion, OH 43302
St. Clairsville, OH, Mall Road Unit 806, , St. Clairsville, OH 43950
West Chester Liberty Township, OH, SW quadrant of I-75 Liberty Way, , West Chester, OH 45069

OKLAHOMA
Alva, OK, Hwy 281 Hwy 64, , Alva, OK 73717
Guymon, OK, 1202 NE 6th Street, , Guymon, OK 73942 580-000-0000
Norman Conference Center Area, OK, 2300 Conference Center Drive, , Norman, OK 73069
Tulsa Airport, OK, 2203 N. 77th East Avenue, , Tulsa, OK 74115

OREGON
Corvallis, OR, 1815 NE Four Acres Place, SEQ Hwy 99 NE Circle Blvd, Corvallis, OR 97330

EXHIBIT A

Oregon City, OR, 415 17th Street, , Oregon City, OR 97045
Redmond Bend Airport, OR, SEQ of US Hwy 97 SW Airport Way, , Redmond, OR 97756
Sherwood, OR, 21970 SW Alexander Lane, , Sherwood, OR 97140
Tigard, OR, 11795 SW 69th Avenue, , Tigard, OR 97223

PENNSYLVANIA
Allentown West, PA, 4478 South Cedarbrook Road, , Allentown, PA 18103
Carlisle South I-81, PA, Lot 15, Alexander Spring Road, , Carlisle, PA 17015
Erie/Bayfront, PA, 130 E. Front St., , Erie, PA 16507
Hamburg, PA, 70 Subsite A Wilderness Trail, , Hamburg, PA 19526
Intercourse, PA, 3747 Old Philadelphia Pike, , Intercourse, PA 17534
Kutztown, PA, 15080 Kutztown Road, , Kutztown, PA 19530
Latrobe, PA, 3970 Route 30, , Latrobe, PA 15650 724-539-0400
New Stanton, PA, Those parcels consisting of tax ID, , New Stanton, PA 15672
Philadelphia/Airport South-Essington, PA, 535 South Governor Printz Blvd., , Lester, PA 19029
Pittsburgh-Children's Hospital Area, PA, 4520 Penn Avenue, , Pittsburgh, PA 15238

SOUTH CAROLINA
Camden, SC, 122 Wall Street, , Camden, SC 29020 803-2720575
Charleston Spring Street, SC, 3246 Spring Street, , Charleston, SC 29403
Greer Greenville, SC, Intersection of North Main Street, East Poinsett Street, Greer, SC 29651
Hardeeville, SC, 104 Brooks Willis Drive, , Hardeeville, SC 29927
Lexington, SC, 101 Park Place Court, , Lexington, SC 29072
Myrtle Beach Market Common, SC, 1310 Farrow Drive, , Myrtle Beach, SC 29577
Richburg, SC, 3062 Lancaster HWY, , Richburg, SC 29729

SOUTH DAKOTA
Rapid City Rushmore, SD, 825 Eglin St, Bldg A, , Rapid City, SD 57701 605-341-1879

TENNESSEE
Antioch Nashville Southeast, TN, 5400 Mt. View Road, , Antioch, TN 37013
Ashland City, TN, 1600 block of Tennessee 12, , Ashland City, TN 37015
Lexington, TN, NEQ of US I-40 and Route 22, Exit 108, Lexington, TN 38351
McMinnville, TN, 1560 Sparta Road, , McMinnville, TN 37110
Nashville Downtown Capitol View, TN, 530 11th Avenue North, , Nashville, TN 37203
Nashville Downtown The Gulch, TN, 602 9th Avenue South, , Nashville, TN 37203
Nashville North - Skyline Center, TN, 3441 Dickerson Pike, , Nashville, TN 37207 615-762-3500
Pleasant View, TN, 2606 Highway 49E, , Pleasant View, TN 37146
Union City, TN, 2100 block of West Reelfoot Avenue, , Union City, TN 38261

TEXAS
Andrews, TX, SWQ of Hwy 385 and NW Mustang Dr, , Andrews, TX 79714
Austin-North, TX, NEQ of I-35 and Parmer Lane, , Austin, TX 78753

EXHIBIT A

Carrollton, TX, NWQ of Trinity Mills Rd and McCoy R, d, Carrollton, TX 75007
Cedar Park North Austin, TX, NWQ of E Whitestone Blvd and Discov, ery Blvd, Cedar Park, TX 78613
Corpus Christi Packery Channel, TX, NWQ of S Padre Island Dr and Packer, y Channel Park Rd, Corpus Christi, TX 78418
Dripping Springs, TX, SWQ of Hwy 290 and Nutty Brown Rd, , Dripping Springs, TX 78620
Duncanville Dallas, TX, SEQ of I-20 and N Main St, , Duncanville, TX 75116
Farmers Branch Dallas, TX, SWQ of I-635 and Luna Rd, , Farmers Branch, TX 75234
Fort Worth Eastchase, TX, NEQ of I-30 and Eastchase Blvd, , Fort Worth, TX 76120
Gatesville, TX, NWQ of Hwy 36 and Old Waco Rd, , Gatesville, TX 76528
Houston East Beltway 8, TX, SWQ of Beltway 8 and Karissa Ct, , Houston, TX 77049
Houston/Sugar Land, TX, SWQ of Hwy 6 and Hwy 90, , Sugar Land, TX 77479
Houston-Hobby Airport, TX, 8620 Airport Blvd., , Houston, TX 77061 713-641-6400
Irving DFW Airport North, TX, SEQ of W John Carpenter Fwy and Est, ers Blvd, Irving, TX 75063
Keller, TX, NEQ of Bear Creek Pkwy and Rufe Sno, w Dr, Keller, TX 76248
Lake Worth, TX, 6400 Shady Oaks Manor Drive, , Fort Worth, TX 76135
Lockhart, TX, 115 E MLK Jr. Industrial Blvd, , Lockhart, TX 78644
Longview, TX, SEQ of South Eastman Rd and, I-20 Frontage Rd South, Longview, TX 75602
Lubbock University, TX, 303 Detroit Ave, , Lubbock, TX 79415
Midland South, TX, NWQ of I-20 and Hwy 349, , Midland, TX 79701
Monahans, TX, NWQ I-20 Service Road East and, South Stockton Avenue, Monahans, TX 79756
Plano Legacy Park West, TX, SWQ of Tennyson Pkwy and Corporate, Dr, Plano, TX 75024
San Antonio East, TX, 6059 IH-10 East, , San Antonio, TX 78219
San Antonio Riverwalk, TX, 118 Soledad Street, , San Antonio, TX 78205
South Padre Island, TX, NEQ of State Park Rd 100 and Beach, , South Padre Island, TX 78597
The Woodlands Shenandoah, TX, SWQ of I-45 and Country Lane, , The Woodlands, TX 77384
Weatherford, TX, SEQ of I-20 and E BB Fielder Rd, , Weatherford, TX 76087
Weslaco, TX, 1004 Fairfield Blvd, , Weslaco, TX 78596

UTAH
Bryce Canyon, UT, NEQ of Hwy 87 Hwy 12 across, from Fosters Motel, Bryce Canyon, UT 84764
Draper Salt Lake City, UT, SEQ Bangerter Hwy and S. 200 West, , Draper, UT 84020
North Logan, UT, 207 North Main Street, , Logan, UT 84321 435-753-3000
Spanish Fork, UT, NE Corner of I-15 Hwy. 6, , Spanish Fork, UT 84660
West Valley Salt Lake City, UT, NEQ of 5600 West Lake Park Blvd., , West Valley City, UT 84123 385-887-9300

VERMONT
Montpelier, VT, 100 State Street, , Montpelier, VT 05602
Randolph, VT, Interstate 89 N and Vermont Route, 66, at N43.9369616, W72.6767616, Randolph, VT 05060
South Burlington, VT, 1068 Williston Road, , South Burlington, VT 05403

VIRGINIA
Arlington Rosslyn, VA, 1501 Arlington Blvd., , Arlington, VA 22209
Charlottesville Pantops, VA, 1600-1628 State Farm Blvd., , Charlottesville, VA 22911
Culpeper, VA, 18411 Gate Road, , Culpeper, VA 22701 540-829-9000

EXHIBIT A

Danville, VA, 1320 Kensington Court, , Danville, VA 24541
Gretna, VA, 200 McBride Lane, , Gretna, VA 24557
Richmond Short Pump, VA, 12341 West Broad Street, , Richmond, VA 23233
Springfield, VA, 6841 Franconia Road, , Springfield, VA 22150
Tappahannock, VA, Intersection of Tappahannock Blvd, Hobbs Hole Drive, Tappahannock, VA 22560
Virginia Beach Town Center, VA, 4571 Columbus Street, , Virginia Beach, VA 23462
Zion Crossroads Gordonsville, VA, Intersection of James Madison, Highway Spring Creek Road, Zion Crossroads, VA 22942

WASHINGTON
Bellingham Airport, WA, 3950 Home Rd. NWQ of I-5 NW Ave., , Bellingham, WA 98226
Moses Lake, WA, 2380 Maiers Rd NWQ Hwy 90 and, Kittleson Rd., Moses Lake, WA 98837
Snoqualmie, WA, 35228 Snoqualmie Parkway, , Snoqualmie, WA 98065 425-363-3888
Spokane Downtown South, WA, 675 S McClellan St, , Spokane, WA 99201

WISCONSIN
Glendale Milwaukee, WI, 7065 N. Port Washington Rd., , Glendale, WI 53217
Sheboygan, WI, Near the SEQ of Washington Ave, Greenwing Drive, Sheboygan, WI 53081

WYOMING
Cody, WY, 4 Southfork Road, , Cody, WY 82414
Gillette, WY, 2312 West Over Rd, , Gillette, WY 82716

EXHIBIT B

Exhibit B

Hampton Inn
Hampton Inn & Suites

MEXICO
Santa Fe Morelos, Mexico, Operadora Hotelera SF, S. de R.L. de C.V., Xochitepec, Morelos, Mexico, 777-391-5862

POLAND
Jelenia Gora, Poland, Ariadne Sp. Z o.o., Warsaw, Poland, 22-6460766

RUSSIA
Volgograd City Centre, Russia, Osnova-Volga Limited Liability Company, Voronezh, Russia, 4732-610083

SWITZERLAND
Plan des Ouates, Switzerland, M3 Resort SA, Geneva, Switzerland,

TRINIDAD / TOBAGO
San Fernando, Trinidad and Tobago, Superior Hotels Trinidad & Tobago Limited, Port of Spain, Trinidad / Tobago,

UNITED KINGDOM
Darlington, United Kingdom, HH Darlington Limited, Leicester, United Kingdom,
Slough, United Kingdom, Atlas Hotels (Slough) Limited, Stratford upon Avon, United Kingdom, 01789-207067

UNITED STATES
ALABAMA
Birmingham/Bessemer, AL, NRJC, Inc., Hoover, ALABAMA, AL, 205-937-1277

ARIZONA
Tucson-North, AZ, Zenith Asset Company, LLC, Walnut Creek, ARIZONA, CA, 925-933-4000

ARKANSAS
Bryant, Raghu Inc., N. Little Rock, ARKANSAS, AR, 501-753-8660
Conway, AR, ANAND, Inc., Little Rock, , AR, 501-945-5744

Exhibit B

CALIFORNIA
Carlsbad North San Diego County, Alps Lodging 2 Inc., Solana Beach, CALIFORNIA, CA, 858-350-0111
Highland, CA, Victoria Development Company, Highland, , CA, 909-864-8933
Tehachapi, CA, SAMYA Hospitality, LLC, Bakersfield, , CA, 559-274-8693
Victorville, CA, Mariposa Land Development, LLC, San Diego, , CA, 619-379-4378

COLORADO
Alamosa, A & A Enterprise of Alamosa Inc., Pueblo, COLORADO, CO, 719-543-4856
Denver Northeast-Brighton, Ashwin A. Amin, Pueblo, , CO, 719-543-4856
Denver-Southwest/Lakewood, CO, CNL THL Propco FE II, LLC, Los Angeles, , CA, 212-230-3306
Salida, CO, Cheyenne Hotels, LLC, Colorado Springs, , CO, 719-930-6729
Sterling, CO, Luxury Inn Sterling, LLC, Westminster, , CO, 303-455-4588

CONNECTICUT
Rocky Hill, CT, Tryst Hospitality, LLC, Milford, CONNECTICUT, CT, 203-877-9800

FLORIDA
Bonita Springs/Naples-North, WS Bonita Hotel South, LLC, Los Angeles, FLORIDA, CA, 213-426-2567
Clearwater Central, FL, 185Clearwater, LLC, East Lansing, , MI, 517-337-8900
Clearwater-Central, FL, 185Clearwater, LLC, East Lansing, , MI, 517-337-8900
Jacksonville-Ponte Vedra Beach-Mayo Clinic Area, MIC JBF LLC, Duluth, , MN, 218-720-3807
Kissimmee North, FL, Daniel Corporation of Winter Park, Inc., Maitland, , FL, 407-644-6900
Niceville/Eglin AFB, Oikon Hotels Niceville, LLC, Birmingham, , AL, 205-240-5173
Perry, Hotel Perry, Inc., Arcadia, , CA, 626-321-4800
St. Petersburg, FL, H. St. Pete LLC, Westport, , MA, 508-676-7888
Tampa-Veterans Expwy (Airport North), MABEAD Group LLC, Encino, , CA, 818-404-2144

GEORGIA
Atlanta - North Druid Hills, 2014 SE Lessee 5 - Emory, LLC, Glen Allen, GEORGIA, VA, 804-270-0015
Atlanta Cumberland Mall/NW, 42 Hotel Cumberland, LLC, Burbank, , CA, 310-277-0057
Atlanta-Airport, GA, 42 Hotel ATL, LLC, Sherman Oaks, , CA, 310-277-0057
Bremen I-20 (Carrollton Area), Apollo Hotel Development Company, Inc., Villa Rica, , GA, 404-661-5213
Jekyll Island, JOO Hotel Associates LLC, Wilmington, , DE, 302-761-7306

Exhibit B

IDAHO
Boise/Spectrum, AmeriTel Inns, Inc., Boise, IDAHO, ID, 208-375-2323
Coeur d'Alene, Glen Black Descendant's Trust, Boise, , ID, 208-375-2323

ILLINOIS
Chicago Downtown Magnificent Mile, DHM Chicago Hotel Lessee, LP, North Palm Beach, ILLINOIS, FL, 561-207-2700
Chicago Waukegan, Waukegan Star Real Estate LLC, Wheeling, , IL, 312-404-6753
Chicago/Westchester (Oak Brook), IL, Vinayaka Hospitality Westchester LLC, Schaumburg, , IL, - -
St. Louis Columbia, MMCP, LLC, St. Louis, , MO, 314-692-6037

INDIANA
Indianapolis-Zionsville, Anson Hospitality, LLC, Carmel, INDIANA, IN, 317-431-0964
La Porte, 62LaPorte, LLC, East Lansing, , MI, 517-337-8900
Portage, 60Portage, LLC, East Lansing, , MI, 517-337-8900
Princeton, Princeton Hospitality Partners, LLC, Effingham, , IL, 217-342-2265

IOWA
Keokuk, Rivercity Hospitality, Coralville, IOWA, IA, 319-752-7400

KENTUCKY
Danville, Danville Host, LLC, Somerset, KENTUCKY, KY, 606-231-1130
Hopkinsville, Hopkinsville Hotel Company, LLC, Lexington, , KY, 859-263-0106

LOUISIANA
Donaldsonville, LA, Biz 90 Hotels LLC, Laplace, LOUISIANA, LA, 504-616-4005
Slidell, Travel Choice, Inc., New Orleans, , LA, 504-949-3452

MARYLAND
Frederick, RBP-WEE Frederick LLC, Columbus, MARYLAND, OH, 614-246-2400

MASSACHUSETTS
Woburn Boston, Madison Woburn Holdings, LLC, Boston, MASSACHUSETTS, MA, 617-948-2525

Exhibit B

MISSISSIPPI
New Albany, New Albany Hospitality, L.L.C., Buford, MISSISSIPPI, GA, 770-904-0765
Pass Christian, MS, Pass Christian Hotel Group, LLC, Ridgeland, , MS, 601-927-4555

MISSOURI
Clayton/St. Louis-Galleria Area, RBP Clayton LLC, Columbus, MISSOURI, OH, 614-246-2400
Columbia, Columbia Lodging Partners Limited Partnership, Middleton, , WI, 608-833-4100
St. Louis/Sunset Hills, MO, Nismark, L.L.C., Saint Louis, , MO, 314-966-2830

NEBRASKA
Sidney, Sidney Hospitality, LLC, Scottsbluff, NEBRASKA, NE, 308-632-8572

NEW HAMPSHIRE
Concord Bow, Concord Hotel Investors LLC, Fairfield, NEW HAMPSHIRE, NJ, 973-882-0505

NEW JERSEY
Newark/Harrison-Riverwalk, Harrison Waterfront Associates, LLC, Hauppauge, NEW JERSEY, NY, 631-234-9700
Secaucus/Meadowlands Area, NJ, Leeward Strategic Properties, Inc., Norwalk, , CT, 203-950-5592

NEW YORK
Bronx, NY/at the Stadium, RAM Hotel LLC, Brooklyn, NEW YORK, NY, 718-875-8160
Buffalo/Airport, Amit N. Patel, Greenbelt, , MD, 301-345-8700
Long Island Brookhaven, BRE NE Hospitality Property Owner LLC, New York, , NY, 212-583-5849
Manhattan/Downtown - Financial District, 44 Pearl Street Lessee, LLC, Philadelphia, , PA, 215-238-1046
Manhattan-SoHo, NY, SoHo 54, LLC, New York, , NY, 212-645-3468
New York JFK Apt (Jamaica-Queens), MHF JFK Operating IV, LLC, Warwick, , RI, 401-562-2205
Seneca Falls, Seneca Hospitality, LLC, Ithaca, , NY, 607-280-0565
Syracuse Erie Blvd/I-690, Om Sai Laxmi, LLC, Somerset, , NJ, 908-377-1033

NORTH CAROLINA
Kinston, LRP Hotels of Carolina, LLC, Greensboro, NORTH CAROLINA, NC, 336-420-7290
Raleigh Midtown, NC, 42 Hotel Raleigh, LLC, Burbank, , CA, 310-277-0057

Exhibit B

OHIO
Cincinnati West, OH, Lodging Enterprises, LLC, Bardstown, OHIO, KY, 502-348-2305
Cincinnati-Northwest/Fairfield, Middletown Innkeepers, Inc., Fort Wayne, , IN, 260-625-4457
Wheeling/St. Clairsville, OH, Hospitality Associates Limited Partnership, Wheeling, , WV, 304-232-5411

OKLAHOMA
Oklahoma City/Edmon, Ghotra Investment Limited Liability Company, Diamond Bar, OKLAHOMA, CA, 909-569-9545

OREGON
Bend, AmeriTel Inns, Inc., Boise, OREGON, ID, 208-375-2323

PENNSYLVANIA
Pittsburgh/West Carson St., PA, West Carson Associates, Inc., Bridgeville, PENNSYLVANIA, PA, 412-221-1029
Philadelphia/King of Prussia (Valley Forge), Prussian Lodging Inc., Iowa City, , IA, 319-752-7400
Pittsburgh Monroeville, VHC Monroeville Associates, L.P., Houston, , TX, 713-267-5800

RHODE ISLAND
Pawtucket, Akshaj Hospitality, LLC, Lexington, RHODE ISLAND, MA, 781-856-8206
Providence/Smithfield, BRE NE Hospitality Property Owner LLC, New York, , NY, 212-583-5849

SOUTH DAKOTA
Sioux Falls Airport North, SD, Plaza Partners, LLC, Sioux Falls, SOUTH DAKOTA, SD, 605-336-2111

TENNESSEE
Chattanooga-Airport/I-75, TN, HIT Portfolio I 8PK Chattanooga Owner, LLC, Fairfax, TENNESSEE, VA, 571-529-6100
Knoxville West at Cedar Bluff, Bryn-Mawr Estates Partnership LLC, Syracuse, , NY, 315-487-0861
Memphis at Beale Street, Beale Street Hotel Operator, Inc., Lake Forest, , IL, 847-810-1954
Nashville Smyrna, Summit Hotels TRS 089, LLC, Austin, , TX, 605-361-9566

TEXAS
Cotulla, COMM 2014-LC17 Texas Hotel Properties, LLC, Miami Beach, TEXAS, FL, 305-695-5600
Dallas-DFW Airport North-Grapevine, Supreme Bright Grapevine II, LLC, Lewisville, , TX, 214-774-4650
Dallas-North/I-35E at Walnut Hill, TX, Black Canyon Hospitality, Inc., Dallas, , TX, 972-484-6557
Forney, TX, Forney Lodging LLC, Garland, , TX, 972-226-9342

Exhibit B

Houston / Hwy 6, TX, OM Hospitality Inc., Houston, , TX, 281-772-4678
Houston-I-45 North, TX, Jacobson Hotels, Inc., The Woodlands, , TX, 281-825-7238
Kyle, Krishna Kyle LLC, San Antonio, , TX, 254-214-0958
McKinney, McKinney Investors Group, LLC, Coppell, , TX, 972-506-9797
Murphy, TX, Murphy Hospitality LLC, Southlake, , TX, 254-214-0958
Pleasanton, COMM 2014-LC17 Texas Hotel Properties, LLC, Miami Beach, , FL, 305-695-5600
Port Lavaca, TX, Maruti Hotel Group, LLC, Port Lavaca, , TX, 361-482-8714
Victoria, 7006 North Navarro Holdings Limited Partnership, Bethesda, , MD, 301-255-4816

UTAH
Provo, Summit Hotel TRS 023, LLC, Austin, UTAH, TX, 605-361-9566
Salt Lake City, Pacifica Salt Lake City LP, San Diego, , CA, 619-296-9000

VERMONT
Colchester, Burlington Hotel OpCo LLC, New York, VERMONT, NY, 212-372-9456

VIRGINIA
Richmond West, Cedar Inns, L.C., Rapidan, VIRGINIA, VA, 540-825-8914

WASHINGTON
Seattle Federal Way, Royal Hospitality, LLC, Rancho Santa Fe, WASHINGTON, CA, 858-213-1371

EXHIBIT C

REGISTERED NUMBER: 07462067 (England and Wales)

Hilton Worldwide Manage Limited

STRATEGIC REPORT, REPORT OF THE DIRECTORS AND

FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2018

Hilton Worldwide Manage Limited

CONTENTS OF THE FINANCIAL STATEMENTS
for the year ended 31 December 2018

	Page
Company Information	1
Strategic Report	2
Report of the Directors	5
Independent Auditors' Report	7
Statement of Profit or Loss and Other Comprehensive Income	9
Balance Sheet	10
Statement of Changes in Equity	11
Notes to the Financial Statements	12
Trading and Profit and Loss Account	35

Hilton Worldwide Manage Limited

COMPANY INFORMATION
for the year ended 31 December 2018

DIRECTORS:	Mr S Beasley Mr J O Percival Mr B Wilson Mr R Beeston Mr S Cassidy Mrs M Momdjian Mr G C Ogle
SECRETARY:	HLT Secretary Limited
REGISTERED OFFICE:	Maple Court Central Park Reeds Crescent Watford Hertfordshire WD24 4QQ
REGISTERED NUMBER:	07462067 (England and Wales)
AUDITORS:	Ernst & Young LLP Senior Statutory Auditor 1 More London Place London SE1 2AF

The principal activity of the company in the year under review was that of a hotel development services provider and an investment holding company.

The company has applied for the first time IFRS 15 Revenue from contracts with customers and IFRS 9 Financial instruments. The nature and effect of these changes are set out in the changes to the accounting policies note and the prior year adjustment note.

REVIEW OF BUSINESS
The company's key financial indicators of performance during the year are considered to be:

	2018	2017 as restated
	$	$
Turnover	602,638,257	541,922,118
Gross profit	556,709,647	513,914,136
Carrying value of investments	283,319,136	2,642,279,642

The increases in both turnover and gross profit are largely due to the transfer of franchise contracts from Hilton Worldwide Franchising LP, an increase in base, incentive and franchise fees as well as new IP fees resulting from hotel contracts entered into in 2018.

During the year, as part of a wider group exercise, a number of the company's subsidiaries were sold to another company within the Hilton Worldwide Holdings Inc. group. The subsidiaries sold had a net book value of $3,389,320,744 and proceeds were received of the same value so no profit or loss on disposal was recorded.

During the prior year two of the entity's subsidiaries were recapitalised resulting in additions of $11,096,711 to investments. In addition, three investments were impaired totalling $7,926,596 as the underlying net assets were not sufficient to support the investments' carrying value. There was also an intellectual property addition in intangibles of $257,190,000.

PRINCIPAL RISKS AND UNCERTAINTIES

Impairment Risk

One of the company's activities is that of an investment holding company. As such a risk and uncertainty facing the company relates to the recoverability of the value of its investments. The company monitors the fair value of all underlying assets to determine whether there are indicators that the carrying values of investments are not recoverable.

Competitive risk

Risks that arise come from competitors opening new hotels or improving an existing hotel. The company monitors its competitors' performance and participates in regular benchmarking to understand the company's position compared to its competitors.

Economic risk

The company is subject to the cyclical nature of the hospitality and travel industry and is also impacted by the effect that global economic trends have on its customers. On 29 March 2017, the United Kingdom (U.K) government formally announced that the U.K will leave the European Union (E.U). The outcome of the negotiations between the E.U. and the U.K as regards the framework of the future relationship, in particular, the terms and conditions for the post-Brexit access of the U.K to the European single market, is not clear. If a Withdrawal Agreement is not approved by 31 October 2019, the U.K might leave the E.U and become subject to World Trade Organisation tariffs and rules without a transition period being implemented. Brexit continues to create global economic uncertainty, but to date, Brexit is not considered to have had a material impact on Hilton's UK business although it may impact our customer's behaviours in the future, particularly with respect to closely monitoring their costs and reducing their spending on travel and corporate events. There continues to be uncertainty therefore over how it will ultimately impact the company but management continues to monitor this on an ongoing basis. Budgeting and forecasting processes enable the company to identify risks in market trends at an early stage to help mitigate such risks.

Interest rate risk

This company is subject to interest rate risk on intercompany loans where the interest rate is linked to LIBOR. The company's treasury department monitors interest rates.

Exchange rate risk

This company is subject to exchange rate risk on intercompany loans held in foreign currencies. The company's treasury department monitors exchange rates.

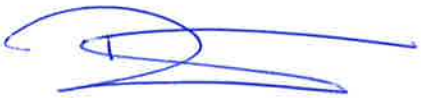
Management does not believe the company is any more exposed to financial statement risk factors than others in the industry and has a system of internal controls and procedures that attempt to mitigate such risk.

FUTURE DEVELOPMENTS

The company will continue to operate as hotel development services provider and an investment holding company in the future.

EVENTS SUBSEQUENT TO THE BALANCE SHEET DATE
On 1 January 2018 franchise contracts were transferred to the company from another entity in the wider group at net book value.

ON BEHALF OF THE BOARD:



Mr R Beeston - Director

16 July 2019

REPORT OF THE DIRECTORS
for the year ended 31 December 2018

The directors present their report with the financial statements of the company for the year ended 31 December 2018.

DIVIDENDS
No dividends will be distributed for the year ended 31 December 2018.

DIRECTORS
The directors shown below have held office during the whole of the period from 1 January 2018 to the date of this report.

Mr S Beasley
Mr J O Percival
Mr B Wilson

Other changes in directors holding office are as follows:

Mr J Tynan - resigned 1 October 2018
Mr C Heath - resigned 31 December 2018
Mr R Beeston - appointed 6 February 2018
Mr S Cassidy - appointed 1 October 2018
Mrs M Momdjian - appointed 21 November 2018
Mr G C Ogle - appointed 21 November 2018

GOING CONCERN
The company's activities, together with the factors likely to affect its future development, its competitive, economic and interest rate risks are set out in the 'Review of Business' and 'Principal Risks and Uncertainties' section in the Strategic Report. The financial statements have been prepared under the going concern basis because the company's ultimate parent, Hilton Worldwide Holdings Inc. has provided a letter of support stating it will provide financial support, should it be needed, to enable the company to meet its debts as they fall due.

DIRECTORS' AND OFFICERS' LIABILITY INSURANCE
During the year Hilton Worldwide Holdings Inc. purchased and maintained on behalf of the company liability insurance for its directors and officers, in respect of proceedings brought by third parties, as permitted by section 236 of the Companies Act 2006.

STATEMENT OF DIRECTORS' RESPONSIBILITIES
The directors are responsible for preparing the Strategic Report, the Report of the Directors and the financial statements in accordance with applicable law and regulations.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law), including Financial Reporting Standard 101 'Reduced Disclosure Framework'. Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing these financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and accounting estimates that are reasonable and prudent;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

STATEMENT OF DIRECTORS' RESPONSIBILITIES - continued

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

STATEMENT AS TO DISCLOSURE OF INFORMATION TO AUDITORS

So far as each person who was a director at the date of approving this report is aware, there is no relevant audit information, being information needed by the auditor in connection with preparing its report, of which the auditor is unaware. Having made enquiries of fellow directors and the company's auditor, each director has taken all the steps that he/she is obliged to take as a director to make himself/herself aware of any relevant audit information and to establish that the auditor is aware of that information.

AUDITORS

Ernst & Young LLP will be re-appointed as the company's auditor in accordance with the elective resolution passed by the company under section 385 of the Companies Act 1985.

ON BEHALF OF THE BOARD:

Mr R Beeston - Director

16 July 2019

Opinion
We have audited the financial statements of Hilton Worldwide Manage Limited (the 'company') for the year ended 31 December 2018 which comprise the Statement of Profit or Loss and Other Comprehensive Income, Balance Sheet, Statement of Changes in Equity and Notes to the Financial Statements, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including Financial Reporting Standard 101 'Reduced Disclosure Framework' (United Kingdom Generally Accepted Accounting Practice).

In our opinion the financial statements:
- give a true and fair view of the state of the company's affairs as at 31 December 2018 and of its profit for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

Basis for opinion
We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the Auditors' responsibilities for the audit of the financial statements section of our report. We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusions relating to going concern
We have nothing to report in respect of the following matters in relation to which the ISAs (UK) require us to report to you where:
- the directors' use of the going concern basis of accounting in the preparation of the financial statements is not appropriate; or
- the directors have not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the company's ability to continue to adopt the going concern basis of accounting for a period of at least twelve months from the date when the financial statements are authorised for issue.

Other information
The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. The directors are responsible for the other information.

Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in this report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of the other information, we are required to report that fact.

We have nothing to report in this regard.

Opinions on other matters prescribed by the Companies Act 2006
In our opinion, based on the work undertaken in the course of the audit:
- the information given in the Strategic Report and the Report of the Directors for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the Strategic Report and the Report of the Directors have been prepared in accordance with applicable legal requirements.

Matters on which we are required to report by exception
In the light of the knowledge and understanding of the company and its environment obtained in the course of the audit, we have not identified material misstatements in the Strategic Report or the Report of the Directors.

We have nothing to report in respect of the following matters where the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

Responsibilities of directors
As explained more fully in the Statement of Directors' Responsibilities, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the directors determine necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

Auditors' responsibilities for the audit of the financial statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditors' Report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

A further description of our responsibilities for the audit of the financial statements is located on the Financial Reporting Council's website at www.frc.org.uk/auditorsresponsibilities. This description forms part of our Auditors' Report.

Use of our report
This report is made solely to the company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an Auditors' Report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.

Ernst & Young LLP

Rebecca Turner (Senior Statutory Auditor)
for and on behalf of Ernst & Young LLP
Senior Statutory Auditor
1 More London Place
London
SE1 2AF

16 July 2019

Hilton Worldwide Manage Limited

STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME
for the year ended 31 December 2018

	Notes	2018 $	2017 as restated $
TURNOVER	4	602,638,257	541,922,118
Cost of sales		(45,928,610)	(28,007,982)
GROSS PROFIT		556,709,647	513,914,136
Other operating items		36,278,475	(92,922,587)
Administrative expenses		(324,189,571)	(380,339,497)
OPERATING PROFIT		268,798,551	40,652,052
Profit/(loss) on disposal of tangible fixed assets	6	(119,830)	(90,530)
		268,678,721	40,561,522
Income from shares in group undertakings	7	13,682,284	24,738,243
Interest receivable	8	20,674,665	1,661,475
		303,035,670	66,961,240
Interest payable and similar expenses	9	(19,407,459)	(21,432,913)
PROFIT BEFORE TAXATION	10	283,628,211	45,528,327
Tax on profit	11	(25,984,191)	(18,698,228)
PROFIT FOR THE FINANCIAL YEAR		257,644,020	26,830,099
OTHER COMPREHENSIVE INCOME			
Items that will not be reclassified to profit or loss:			
Deferred tax on hedging		(215,680)	3,264
Hedging gains/(losses)		1,249,501	-
Income tax relating to items that will not be reclassified to profit or loss		-	-
OTHER COMPREHENSIVE INCOME FOR THE YEAR, NET OF INCOME TAX		1,033,821	3,264
TOTAL COMPREHENSIVE INCOME FOR THE YEAR		258,677,841	26,833,363

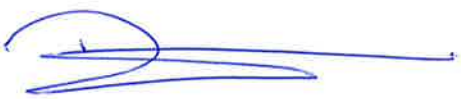
The notes form part of these financial statements

Hilton Worldwide Manage Limited (Registered number: 07462067)

BALANCE SHEET
31 December 2018

	Notes	2018 $	2017 as restated $
FIXED ASSETS			
Intangible assets	13	405,423,176	342,620,083
Investments	14	283,319,136	2,642,279,642
		688,742,312	2,984,899,725
CURRENT ASSETS			
Debtors	15	1,760,650,229	333,431,501
Cash at bank		3,643	1,043
		1,760,653,872	333,432,544
CREDITORS			
Amounts falling due within one year	16	(318,426,041)	(1,469,414,872)
NET CURRENT ASSETS/(LIABILITIES)		1,442,227,831	(1,135,982,328)
TOTAL ASSETS LESS CURRENT LIABILITIES		2,130,970,143	1,848,917,397
CREDITORS			
Amounts falling due after more than one year	17	(23,768,914)	(187,588)
NET ASSETS		2,107,201,229	1,848,729,809
CAPITAL AND RESERVES			
Called up share capital	19	31,663,638	31,663,638
Share premium	20	21,874	21,874
Other reserves	20	(532,343,264)	(532,343,264)
Retained earnings	20	2,607,858,981	2,349,387,561
SHAREHOLDERS' FUNDS		2,107,201,229	1,848,729,809

The financial statements were approved by the Board of Directors on 16 July 2019 and were signed on its behalf by:



Mr R Beeston - Director

The notes form part of these financial statements

Hilton Worldwide Manage Limited

STATEMENT OF CHANGES IN EQUITY
for the year ended 31 December 2018

	Called up share capital $	Retained earnings $	Share premium $	Other reserves $	Total equity $
Balance at 1 January 2017	31,663,638	2,319,942,049	21,874	(532,343,264)	1,819,284,297
Changes in equity					
Total comprehensive income	-	26,833,363	-	-	26,833,363
Tax on share based payments	-	2,612,149	-	-	2,612,149
Balance at 31 December 2017	31,663,638	2,349,387,561	21,874	(532,343,264)	1,848,729,809
Changes in equity					
Total comprehensive income	-	258,677,841	-	-	258,677,841
Tax on share based payments	-	(206,421)	-	-	(206,421)
Balance at 31 December 2018	31,663,638	2,607,858,981	21,874	(532,343,264)	2,107,201,229

The notes form part of these financial statements

1. FUNDAMENTAL ACCOUNTING CONCEPT

Hilton Worldwide Manage Limited is incorporated and domiciled in England and Wales.

The financial statements have been prepared under the going concern basis because the company's ultimate parent, Hilton Worldwide Holdings Inc., has provided a letter agreeing to give financial support to enable the company to meet its debts as they fall due.

2. STATUTORY INFORMATION

Hilton Worldwide Manage Limited is a private company, limited by shares, registered in England and Wales. The company's registered number and registered office address can be found on the Company Information page.

3. ACCOUNTING POLICIES

Basis of preparation
These financial statements have been prepared in accordance with Financial Reporting Standard 101 "Reduced Disclosure Framework" and the Companies Act 2006. The financial statements have been prepared under the historical cost convention as modified by the revaluation of certain assets.

Hilton Worldwide Manage Limited financial statements are presented in US Dollar (USD), which is Hilton Worldwide Manage Limited's functional currency. Amounts have been rounded to the nearest $.

FRS 101 is effective for accounting periods beginning on or after 1 January 2015, although early application is permitted. Hilton Worldwide Manage Limited did select to early adopt.

The company has taken advantage of the following disclosure exemptions in preparing these financial statements, as permitted by FRS 101 "Reduced Disclosure Framework":

- the requirements of paragraphs 45(b) and 46 to 52 of IFRS 2 Share-based Payment;
- the requirements of IFRS 7 Financial Instruments: Disclosures;
- the requirements of paragraphs 91 to 99 of IFRS 13 Fair Value Measurement;
- the requirements of the second sentence of paragraph 110 and paragraphs 113(a), 114, 115, 118, 119(a) to (c), 120 to 127 and 129 of IFRS 15 Revenue from Contracts with Customers;
- the requirements of paragraphs 10(d), 10)(f), 16, 38A, 38B, 38C, 38D, 40A, 40B, 40C, 40D and 111 of IAS 1 Presentation of Financial Statements;
- the requirements of paragraphs 134 to 136 of IAS 1 Presentation of Financial Statements;
- the requirements of IAS 7 Statement of Cash Flows;
- the requirements of paragraphs 30 and 31 of IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors;
- the requirements of paragraphs 17 and 18A of IAS 24 Related Party Disclosures;
- the requirements in IAS 24 Related Party Disclosures to disclose related party transactions entered into between two or more members of a group.

3. ACCOUNTING POLICIES - continued

Critical accounting judgements and key sources of estimation uncertainty
The preparation of financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported for assets and liabilities as at the balance sheet date and the amounts reported for revenues and expenses during the year. However, the nature of estimation means that actual outcomes could differ from those estimates.

Critical judgements
The following judgements (apart from those involving estimates) have had the most significant effect on amounts recognised in the financial statements:

Taxation
Management judgement is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and level of future taxable profits together with an assessment of the effect of future tax planning strategies. Further details are contained in the note "Taxation".

Operating lease commitments
The Company has entered into commercial property leases as a lessee and lessor. The classification of such leases as operating or finance lease requires the Company to determine, based on an evaluation of the terms and conditions of the arrangements, whether it acquires the significant risks and rewards of ownership of these assets and accordingly whether the lease requires an asset and liability to be recognised in the balance sheet. Leases are classified as both operating and finance leases.

Group reorganisation
In preparing these accounts, management has made the following judgements where the group restructuring transaction has had the most significant impact on the amounts recognised in the financial statements:

- Transfer of trade and assets that represent a business
Where management and franchise contracts have been transferred as part of the group restructuring transaction, management have considered whether these represent the transfer of a collection of assets and liabilities or whether they represent the transfer of trade and assets that constitute a business. Management concluded that these transfers represent a transfer of a business and therefore have applied the pooling of interest method as described in the basis of preparation. In reaching this conclusion, Management considered the relevant guidance in IFRS 3 where the definition of a business is defined as a set of activities and assets that are capable of being managed for the purpose of providing a return to the business.

In the application of the pooling of interest method, the assets and liabilities transferred are recognised at book value using the carrying values reported at the level of the financial statements of the combining entities (i.e. that entity's own financial statements) and not those reported in the consolidated financial statements of the parent. This is based on the conclusion by management that these values are considered most relevant to the users of the financial statements and ensure consistency of the results reported to group from before and after the group restructuring was executed.

- Gains or losses on transfers of investments and business through the group

3. **ACCOUNTING POLICIES - continued**

As part of the group restructuring there are a number of transactions whereby investments and trade and assets which represent a business are transferred through the company to other group companies. The company only received the business on the condition that it was transferred on to its subsidiary immediately. Management concluded that the company acted as an agent in the flow through of the transaction. In these circumstances management did not consider it appropriate to recognise any gains or losses on transfer, because the intermediate entity never meaningfully had 'control' over the business, and it was simply passed through the group in accordance with the legal contractual arrangements.

Key sources of estimation uncertainty

The following are the key assumptions concerning the future, and other sources of estimation uncertainty at the end of the reporting period, that may have a significant risk of resulting in a material adjustment to the carrying amounts of assets within the next financial year.

Impairment of intangible fixed assets

Determining whether intangible fixed assets are impaired requires an estimation of the value in use of the cash generating unit. The value in use calculation requires the directors to estimate the future cash flows expected to arise from the cash generating unit and a suitable discount rate in order to calculate present value. Each hotel is one cash generating unit.

Details of any impairment loss are set out in the note "Intangible Fixed Assets".

Impairment of investments

Determining whether a investment is impaired requires an estimation of the value in use of the investment in it's subsidiary. The value in use calculation requires the directors to estimate the future cash flows expected to arise from the subsidiary and a suitable discount rate in order to calculate present value. Each subsidiary is an individual cash generating unit.

Details any impairment losses are disclosed in 'Investments' note.

Changes in accounting policies

IFRS 15 Revenue from contracts with customers, provides a single, five step revenue recognition model, applicable to all sales contracts, which is based on the principal revenue is recognised when control of goods or services are passed to the customer. IFRS 15 was adopted by the company with effect from 1 January 2018. The company applied the full retrospective restatement approach to the comparative year ended 31 December 2017 in the financial statements for the year ended 31 December 2018. The primary effects of implementing IFRS 15 on revenues for the year ended 31 December 2017 is disclosed in the note 'Prior Year Adjustment'.

IFRS 9 Financial Instruments provides a standardised approach for classification, measurement and derecognition of financial assets and liabilities, introduces new rules for hedge accounting and a new impairment model for financial assets. There were no material changes identified from adoption of the new standard.

3. **ACCOUNTING POLICIES - continued**

Revenue recognition
Turnover
Turnover which arose worldwide (excluding North America) is derived from management and service fees from third parties as well as intellectual property and service fees from other entities within the Hilton Worldwide group. Management fees are earned by the company through the rendering of goods and services, usually under long-term contracts with the hotel owner and can include a base fee, which is generally a percentage of hotel revenue, and/or an incentive fee, which is generally based on the hotel's profitability or cash flows.

Turnover is recognised when earned and realised or realisable under the terms of the contract. Turnover is measured at the fair value of the consideration received, excluding discounts, rebates, value added tax and other sales taxes.

Interest income
Interest is recognised as it accrues using the effective interest method. The effective interest rate is the rate that exactly discounts estimated future cash receipts through the expected life of the financial instrument to its net carrying amount.

Dividend income
Dividend income is recognised when the right to receive payment is established.

3. ACCOUNTING POLICIES - continued

Financial instruments
A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity.

Financial assets

Initial recognition and measurement
Financial assets are classified, at initial recognition, as subsequently measured at amortised cost, fair value through other comprehensive income (OCI), and fair value through the Statement of Profit or Loss and Other Comprehensive Income. The classification of financial assets at initial recognition depends on the financial asset's contractual cash flow characteristics and the business model for managing them. With the exception of trade receivables that do not contain a significant financing component or for which the company has applied the practical expedient, the company initially measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through the Statement of Profit or Loss and Other Comprehensive Income, transaction costs.

Financial assets at amortised cost are subsequently measured using the effective interest (EIR) method and are subject to impairment. Gains and losses are recognised in the Statement of Profit or Loss and Other Comprehensive Income when the asset is derecognised, modified or impaired.

Subsequent measurement
The company measures financial assets at amortised cost if both of the following conditions are met:
- The financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows, and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding

Financial assets at amortised cost are subsequently measured using the effective interest (EIR) method and are subject to impairment. Gains and losses are recognised in the Statement of Profit or Loss and Other Comprehensive Income when the asset is derecognised, modified or impaired.

Derecognition
A financial asset (or, where applicable, a part of a financial asset or part of a company of similar financial assets) is primarily derecognised (i.e., removed from the company's statement of financial position) when:
- The rights to receive cash flows from the asset have expired, or
- The company has transferred its rights to receive cash flows from the asset or has assumed an obligation to pay the received cash flows in full without material delay to a third party under a 'pass-through' arrangement? and either (a) the company has transferred substantially all the risks and rewards of the asset, or (b) the company has neither transferred nor retained substantially all the risks and rewards of the asset, but has transferred control of the asset

When the company has transferred its rights to receive cash flows from an asset or has entered into a pass-through arrangement, it evaluates if, and to what extent, it has retained the risks and rewards of ownership. When it has neither transferred nor retained substantially all of the risks and rewards of the asset, nor transferred control of the asset, the company continues to recognise the transferred asset to the extent of its continuing involvement. In that case, the company also recognises an associated liability. The transferred asset and the associated liability are measured on a basis that reflects the rights and obligations that the company has retained.

Continuing involvement that takes the form of a guarantee over the transferred asset is measured at the lower of the original carrying amount of the asset and the maximum amount of consideration that the company could be required to repay.

3. ACCOUNTING POLICIES - continued

Impairment of financial assets

The company recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through the Statement of Profit or Loss and Other Comprehensive Income. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the company expects to receive, discounted at an approximation of the original effective interest rate. For trade receivables and some intercompany loans, the company applies a simplified approach in calculating ECLs. Therefore, the company does not track changes in credit risk, but instead recognises a loss allowance based on lifetime ECLs at each reporting date. The company has established a provision matrix that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment.

The company considers a financial asset in default when contractual payments are 90 days past due. However, in certain cases, the company may also consider a financial asset to be in default when internal or external information indicates that the company is unlikely to receive the outstanding contractual amounts in full before taking into account any credit enhancements held by the company. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows.

Financial liabilities

Initial recognition and measurement

Financial liabilities are classified, at initial recognition, as financial liabilities at fair value through the Statement of Profit or Loss and Other Comprehensive Income, loans and borrowings, or payables as appropriate. All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

Subsequent measurement - Intercompany loans

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in the Statement of Profit or Loss and Other Comprehensive Income when the liabilities are derecognised as well as through the EIR amortisation process. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the Statement of Profit or Loss and Other Comprehensive Income.

Derecognition

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the Statement of Profit or Loss and Other Comprehensive Income.

Derivative financial instruments

The company uses derivative financial instruments such as forward exchange contracts to hedge its risks associated with foreign currency fluctuations. Derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently remeasured at fair value. Derivatives are carried as assets when the fair value is positive and as liabilities when the fair value is negative.

The fair value of forward exchange contracts is calculated by reference to current forward exchange rates for contracts with similar maturity profiles.

3. **ACCOUNTING POLICIES - continued**

Derivatives are entered into by a central treasury entity within the wider group. The forward exchange contracts recognised in this entity are between the company and the group treasury entity.

Fair values

None of the company's financial instruments are traded in an active markets. For financial instruments not traded in an active market, the fair value is determined using appropriate valuation techniques. Such techniques may include using recent arm's length market transactions; reference to the current fair value of another instrument that is substantially the same; discounted cash flow analysis or other valuation models.

An analysis of fair values of financial instruments and further details as to how they are measured are provided in the note "Financial Instruments".

Taxation

Current taxes are based on the results shown in the financial statements and are calculated according to local tax rules, using tax rates enacted or substantially enacted by the balance sheet date.

Deferred tax is recognised in respect of all timing differences that have originated but not reversed at the balance sheet date where transactions or events have occurred at that date that will result in an obligation to pay more, or a right to pay less or to receive more, tax, with the following exceptions:

Provision is made for tax on gains arising from the revaluation (and similar fair value adjustments) of fixed assets, and gains on disposal of fixed assets that have been rolled over into replacement assets, only to the extent that, at the balance sheet date, there is a binding agreement to dispose of the assets concerned. However, no provision is made where, on the basis of all available evidence at the balance sheet date, it is more likely than not that the taxable gain will be rolled over into replacement assets and charged to tax only where the replacement assets are sold;

Provision is made for deferred tax that would arise on remittance of the retained earnings of overseas subsidiaries, associates and joint ventures only to the extent that, at the balance sheet date, dividends have been accrued as receivable;

Deferred tax assets are recognised only to the extent that the directors consider that it is more likely than not that there will be suitable taxable profits from which the future reversal of the underlying timing differences can be deducted.

Deferred tax is measured on an undiscounted basis at the tax rates that are expected to apply in the periods in which timing differences reverse, based on tax rates and laws enacted or substantively enacted at the balance sheet date.

Foreign currencies

Assets and liabilities in foreign currencies are translated into USD at the rates of exchange ruling at the balance sheet date. Transactions in foreign currencies are translated into USD at the rate of exchange ruling at the date of transaction. Exchange differences are taken into account in arriving at the operating result.

3. ACCOUNTING POLICIES - continued

Investments
Investments in subsidiary undertakings are stated at cost. The carrying value of investments is reviewed for impairment when events or changes in circumstances indicate the carrying value may not be recoverable.

Intangible assets
Intangible assets are stated at cost less accumulated amortisation and accumulated impairments losses. Intangible assets with finite lives are amortised on a straight line basis over the useful economic life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method are reviewed annually. Intangible assets with infinite lives are not amortised but are assessed for impairment annually.

Development costs are comprised of key money paid to the franchisee or development commissions paid to team members directly related to the acquisition of a franchise agreement. Key money or development commission is amortised over the length of the associated franchise agreement which is typically a period of 10 to 20 years.

Group reorganisation
In accounting for a group reorganisation as a business combination under common control, the following principles have been adopted:
- Where a transfer is affected via transferring trade and assets of a business rather than shares of the company, as the transaction is the transfer of a business under common control the company has chosen to adopt the principles of merger accounting under common control as scoped out in IFRS 3.
- Where investments were acquired in exchange for the issue of shares the company has chosen to account for these transactions using the previous parent's book value with the difference between the value of the investments received and the nominal value of the shares issued being recognised within other reserves in equity.
- In circumstances where assets, including investments, were transferred in exchange for nil consideration these have been recognised at zero (i.e. the fair value of the consideration received) as the fair value of those assets could not be reliably estimated. This policy choice has been applied consistently to all contributions for nil consideration across the group.

3. ACCOUNTING POLICIES - continued

Share-based payments
Equity-settled transactions
The cost of equity-settled transactions with employees is measured by reference to the fair value at the date on which they are granted and is recognised as an expense over the vesting period, which ends on the date on which the relevant employees become fully entitled to the award.

Fair value is determined by an external valuer using an appropriate pricing model. In valuing equity-settled transactions, no account is taken of any service and performance (vesting conditions), other than performance conditions linked to the price of the shares of Hilton Worldwide Holdings Inc. (market conditions).

No expense is recognised for awards that do not ultimately vest, except for awards where vesting is conditional upon a market vesting condition or a non-vesting condition, which are treated as vesting irrespective of whether or not the market vesting condition or non-vesting condition is satisfied, provided that all other non-market vesting conditions are satisfied.

At each balance sheet date before vesting, the cumulative expense is calculated, representing the extent to which the vesting period has expired and management's best estimate of the achievement or otherwise of non-market vesting conditions and of the number of equity instruments that will ultimately vest or, in the case of an instrument subject to a market condition or a non-vesting condition, be treated as vesting as described above. The movement in cumulative expense since the previous balance sheet date is recognised in the Statement of Profit or Loss and Other Comprehensive Income, with a corresponding entry in equity.

Cash-settled transactions
The cost of cash-settled transactions is measured initially at fair value at the grant date. This fair value is expensed over the period until the vesting date with recognition of a corresponding liability. The liability is remeasured to fair value at each reporting date up to and including the settlement date, with changes in fair value recognised in the Statement of Profit or Loss and Other Comprehensive Income for the period.

4. TURNOVER

The turnover and profit before taxation are attributable to the one principal activity of the company.

5. EMPLOYEES AND DIRECTORS

Most operations of the company during the year ended 31 December 2018 have been undertaken by employees of other companies within Hilton Worldwide Holdings Inc.. A charge of $24,299,373 has been included in cost of sales in respect of their services (2017: $16,704,614).

	2018	2017 as restated
	$	$
Wages	20,097,298	14,205,296
Security costs	2,866,626	1,982,347
Pensions	1,335,449	516,971
	24,299,373	16,704,614

The average monthly number of employees during the year was 30 (2017: 32).

The costs of the directors' remuneration borne by this company for the period are:

	2018	2017 as restated
Director's remuneration	$	$
Emoluments	1,985,854	709,496
Amounts paid under long term incentive schemes	1,047,449	289,415

	2018	2017 as restated
Remuneration of the highest paid director	$	$
Emoluments	444,445	182,279
Amounts paid under long term incentive schemes	225,725	80,817

The cost of the directors' remuneration for the period from 1 January 2017 to 31 July 2017 was borne by Hilton UK Hotels Ltd and disclosed within their financial statements.

6. PROFIT/(LOSS) ON DISPOSAL

	2018	2017 as restated
	$	$
Profit/(loss) on disposal of tangible fixed assets	(119,830)	(90,530)
Profit/(loss) on disposal of investment	-	-

7. INCOME FROM SHARES IN GROUP UNDERTAKINGS

	2018	2017 as restated
	$	$
Shares in group undertakings	13,682,284	24,738,243

8. INTEREST RECEIVABLE

	2018	2017 as restated
	$	$
Interest receivable from fellow group undertakings	20,150,699	1,571,404
Interest receivable from other third parties	523,966	90,071
	20,674,665	1,661,475

9. INTEREST PAYABLE AND SIMILAR EXPENSES

	2018	2017 as restated
	$	$
Interest payable to fellow group undertakings	18,839,620	21,432,913
Interest payable to third parties	567,839	-
	19,407,459	21,432,913

10. PROFIT BEFORE TAXATION

This is stated after charging:

	2018	2017 as restated
	$	$
IP and service fees payable to group undertakings	234,740,610	292,507,210
Amortisation of intangible fixed assets	434,372	125,678

Other operating items consist of:

	2018	2017 as restated
	$	$
Impairment losses on investments	-	7,926,595
Foreign exchange on currency loans	(36,278,475)	84,995,992

The remuneration of the auditors of £21,402 (2017: £20,579) is borne entirely by Hilton Worldwide Limited.

11. TAXATION

Analysis of tax expense

	2018	2017 as restated
	$	$
Current tax:		
Corporation tax	961,224	160,868
Foreign tax	24,177,054	16,666,492
Corporation tax - prior period adjustment	3,008,754	2,336,220
Total current tax	28,147,032	19,163,580
Deferred tax:		
Origination and reversal of temporary differences	(4,005,073)	(526,847)
Adjustments in respect of prior periods	1,842,232	61,495
Total deferred tax	(2,162,841)	(465,352)
Total tax expense in statement of profit or loss and other comprehensive income	25,984,191	18,698,228

Tax effects relating to effects of other comprehensive income

	2018		
	Gross	Tax	Net
	$	$	$
Deferred tax on hedging	(215,680)	-	(215,680)
Hedging gains/(losses)	1,249,501	-	1,249,501
	1,033,821	-	1,033,821

	2017		
	Gross	Tax	Net
	$	$	$
Hedging losses	3,264	-	3,264

11. **TAXATION - continued**

Factors affecting the tax (credit)/charge
The tax assessed for the year is lower than the standard rate of corporation tax in the UK. The difference is explained below:

	2018	2017 as restated
	$	$
Profit/(Loss) before income tax	283,628,211	45,528,327
(Loss) / Profit on ordinary activities multiplied by the standard rate of corporation tax in the UK of 19.247% (2017 - 20%)	53,889,360	11,137,064
Effects of:		
Non-deductible depreciation and amortisation	822,440	218,312
Expenses not deductible for tax purposes	5,651,510	1,573,872
Group relief surrendered to/(from) fellow subsidiaries free of charge	(20,000,875)	(4,646,148)
Partnership profit share	(9,279,070)	(677,320)
Non-taxable non-UK income	(2,549,634)	(1,365,598)
Higher tax on foreign income	2,164,755	7,495,338
Temporary differences subject to initial recognition exception	(10,579,110)	(6,436,412)
Profit apportionment	336,223	160,868
Tax rate reduction	471,185	61,497
Share based payments	206,421	(424,760)
Adjustments in respect of prior periods	4,850,986	2,336,219
Tax expense	25,984,191	18,698,228

Deferred tax assets and liabilities are netted down where they relate to income taxes receivable from and payable to the same taxation authority.

The deferred tax asset of $4,215,704 (2017: $3,099,964) is expected to be recovered and settled after more than one year.

The enacted main rate of corporation tax was reduced from 20% to 19% from 1 April 2017 and 17% from 1 April 2020. These changes do not have a material effect on these financial statements.

The Group's future tax charge could be affected by numerous factors including, but not limited to, the UK's triggering of Article 50 and any future consequences of the UK leaving the European Union, the UK's proposal to amend the tax rules relating to the utilisation of brought forward losses and any tax reforms adopted from the OECD's BEPS actions such as those in relation to the deductibility of interest, anti-avoidance or transfer pricing. No quantification of these changes is currently possible due to uncertainty around when any currently proposed rules will be enacted or effective.

12. PRIOR YEAR ADJUSTMENT

IFRS 15 was adopted by the company with effect from 1 January 2018. The company applied the full retrospective restatement approach to the comparative year ended 31 December 2017 in the financial statements for the year ended 31 December 2018. The impact of implementing IFRS 15 on revenues for the year ended 31 December 2017 was as follows:

- Application, initiation and other fees, charged when (i) new hotels enter our system; (ii) there is a change of ownership; or (iii) contracts are extended, are recognized over the term of the management or franchise contract, rather than upon execution of the contract. This change reduced management or franchise fees by $1k for the year ended 31 December 2017 and reduced revenue reserves by $29k as at 1 January 2017.

- Certain contract acquisition costs related to our management/franchise contracts are recognized over the term of the contracts as a reduction to revenue, instead of as amortization expense. This change has reduced franchise fees/management fees by $3,139k for the year ended 31 December 2017 and accordingly reduced depreciation and amortization by $3,139k, with no effect on the company's profit or loss account.

- Reimbursable fees related to our management and franchise contracts are recognized as they are billed, as opposed to when we incur the related expenses. This change decreased other revenues from managed and franchised properties by $6,422k for the year ended 31 December 2017. The impact as of 1 January 2017 was to increase revenue reserves by $21,697k, decrease intercompany debtors by $16,451k and decrease intercompany creditors by $31,726k..

Revenue recognition related to our accounting for ongoing royalty and management fee revenues, direct reimbursable fees from our management and franchise contracts and hotel guest transactions at our owned and leased hotels will otherwise remain substantially unchanged.

13. INTANGIBLE FIXED ASSETS

	Intellectual Property $	Development costs $	Totals $
COST			
At 1 January 2018	257,190,000	97,032,093	354,222,093
Additions	-	47,374,262	47,374,262
Disposals	-	(119,830)	(119,830)
Transfer	-	25,804,918	25,804,918
At 31 December 2018	257,190,000	170,091,443	427,281,443
AMORTISATION			
At 1 January 2018	-	11,602,010	11,602,010
Amortisation for year	-	6,485,540	6,485,540
Transfer	-	3,770,717	3,770,717
At 31 December 2018	-	21,858,267	21,858,267
NET BOOK VALUE			
At 31 December 2018	257,190,000	148,233,176	405,423,176
At 31 December 2017	257,190,000	85,430,083	342,620,083

13. INTANGIBLE FIXED ASSETS - continued

Development costs additions relate to key money and development commissions relating to future hotel openings.

14. INVESTMENTS

	Shares in group undertakings $
COST	
At 1 January 2018	2,673,044,684
Additions	1,030,360,238
Disposals	(3,389,320,744)
At 31 December 2018	314,084,178
PROVISIONS	
At 1 January 2018 and 31 December 2018	30,765,042
NET BOOK VALUE	
At 31 December 2018	283,319,136
At 31 December 2017	2,642,279,642

During the year, as part of a wider group exercise, a number of the company's subsidiaries were sold to another company within the Hilton Worldwide Holdings Inc. group. The subsidiaries sold had a net book value of $3,389,320,744 and proceeds were received of the same value so no profit or loss on disposal was recorded.

14. **INVESTMENTS - continued**

Details of the principal investments in which the company holds nominal value of any class of share capital are as follows:

Investments in directly held subsidiary undertakings are denoted below with an asterisk; all other investments in subsidiary undertakings are indirectly held.

	Country of registration and operation	Principal activities	Proportion of voting rights and shares held
Mayaguez Hilton LLC*	Puerto Rico	Dormant	100%
Hilton Tobago Unlimited*	Trinidad and Tobago	Hotel operator	100%
Hilton International Manage (Argentina) SRL*	Argentina	Hotel manager	100%
Hilton International Barbados Limited	Barbados	Hotel manager	100%
Conrad International (Thailand) Limited*	Thailand	Hotel manager	100%
Conrad International Hotels (HK) Limited*	Hong Kong	Hotel manager	100%
Conrad International (Egypt) LLC*	United States	Hotel manager	100%
Hilton Hotel Management Services Private Limited	India	Hotel manager	100%
Hilton Argentina SRL*	Argentina	Dormant	100%
Hilton (Maldives) PVT Ltd*	Maldives	Dormant	100%
HIRO Verwaltungs GmbH	Germany	Dormant	100%
HIRO Hotel GmbH & Co KG	Germany	Dormant	100%
HIRO Grundstucks GmbH & Co KG	Germany	Dormant	100%
Hilton Hotel Management (Shanghai) Co. Ltd.	China	Hotel manager	100%
HLT German Manage GmbH	Germany	Investment holding company	100%
HLT German Services GmbH	Germany	Investment holding company	100%
Grand Hotel Imperial DD (JV)	Croatia	Investment holding company	17.54%
Hilton Worldwide Services Limited*	United Kingdom	Investment holding company	100%
Hilton International (Thailand) Limited*	Thailand	Hotel operator	100%
HI Hotel Management (Guam), Inc	Guam	Hotel manager	100%
Hilton of Malaysia LLC*	Malaysia	Hotel manager and operator	100%
Nagoya Hilton Co Limited (JV)	Japan	Hotel operator	24%
Osaka Hilton Co Limited (JV)	Japan	Hotel owner	70.36%
Tokyo Bay Hilton Co Limited (JV)	Japan	Hotel operator	24%
Addis Ababa Hilton Private Limited Company	Ethiopia	Hotel operator	100%
African American Investment Corporation (PTY) Limited	South Africa	Dormant	100%
Madagascar Hilton SARL	Madagascar	Hotel operator	100%
International Hotels (Kenya) Limited (JV)	Kenya	Hotel owner	59.42%
Societe Tunis Hilton SARL	Tunisia	Dormant	100%
Hilton (Hellas) Monoprosopi EPE*	Greece	Hotel operator	100%
Hilton International (Germany) GmbH	Germany	Hotel operator	100%

14. **INVESTMENTS - continued**

Hilton Cyprus Limited*	Cyprus	Hotel manager	100%
Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel operator	100%
Hilton International (Switzerland) GmbH*	Switzerland	Hotel operator	100%
Hotelbetriebsgesellschaft Hochstrasse GmbH	Germany	Hotel operator	100%
Grundstucksgesellschaft Belvederer Allee Weimar GmbH	Germany	Dormant	100%
Hilton Malta Limited*	Malta	Hotel operator and manager	100%
Hilton International (Bulgaria) EAD*	Bulgaria	Hotel operator	100%
Konya Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel manager	100%
Kayseri Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel manager	100%
Hilton International Holdings LLC	United States	Investment holding company	100%
Comfort Inns BV*	Netherlands	Investment holding company	100%
HIC Roissy Netherlands BV	Netherlands	Investment holding company	100%
World Hotels BV	Netherlands	Investment holding company	100%
Hilton Worldwide Franchising LP*	United Kingdom	Franchisor entity	100%
Hilton Worldwide Manage Branchco Limited*	United Kingdom	Investment holding company	100%
Hilton Worldwide Holding 1 Limited*	United Kingdom	Investment holding company	100%
Hilton Worldwide International Myanmar Company Limited*	Myanmar	Hotel manager	100%
Hilton Copenhagen ApS*	Denmark	Hotel manager	100%
HLT Owned Mezz V-A Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-B Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-C Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-D Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-E Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-F Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-G Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-H Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-I Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-J Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-K Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-A Limited	United Kingdom	Investment holding company	100%

14. **INVESTMENTS - continued**

HLT Owned Mezz IX-B Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-C Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-D Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-E Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-F Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-G Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-H Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-I Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-J Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-K Limited	United Kingdom	Investment holding company	100%
HLT Managed Mezz XI-A GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-B GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-C GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-D GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-E GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-F GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-G GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-H GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-I GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-J GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-K GmbH	Germany	Investment holding company	100%
HLT Operating Mezz VII-A Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-B Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-C Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-D Limited	United Kingdom	Investment holding company	100%

14. **INVESTMENTS - continued**

HLT Operating Mezz VII-E Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-F Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-G Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-H Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-I Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-J Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-K Limited	United Kingdom	Investment holding company	100%
HLT Operating VII-A Borrower GmbH	Germany	Investment holding company	100%
HLT Managed XI-A Borrower GmbH	Germany	Investment holding company	100%
HLT Owned V Holding Limited	United Kingdom	Investment holding company	100%
HLT Owned V-A Holding Limited	United Kingdom	Investment holding company	100%
HLT Owned IX Holding Limited	United Kingdom	Investment holding company	100%
HLT Owned IX-A Holding Limited	United Kingdom	Investment holding company	100%
Hilton International Canada CRA ULC (HC ULC)*	Canada	Dormant	100%
Hapeville Investors LLC	United States	Dormant	100%
Servicios y Recursos Administrativos Hoteleros S. de R.L. de C.V.	Mexico	Hotel manager	100%
Operadora de Hoteles Loreto, S. de R.L. de C.V	Mexico	Hotel manager	100%
HLT Mexico LLC	United States	Investment holding company	100%
HLT Managed XII-A Holding LLC	United States	Investment holding company	100%
Hilton International Manage LLC*	United States	Investment holding company	100%
HLT Waldorf Astoria International Manage LLC	United States	Investment holding company	100%
Hilton Internacional de Venezuela CA*	Venezuela	Hotel manager	100%
Hilton Russia LLC	United States	Hotel manager	100%
HLT International Manage LLC	United States	Hotel manager	100%
PT Hilton International Manage Indonesia	Indonesia	Hotel manager	100%
Nippon Hilton Co Limited (JV)	Japan	Hotel operator	68.76%
Ankara Enternasyonel Otelcilik AS*	Turkey	Hotel operator	10.30%
Izmir Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel operator	100%
Mersin Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel operator	100%
Istanbul Park Hilton Enternasyonal Otelcilik Limited Sirketi*	Turkey	Hotel operator	100%

14. **INVESTMENTS - continued**

Hilton Hotel Service Co Limited	Japan	Hotel manager	70%
Hilton Munich Airport Hotel Manage GmbH*	Germany	Catering operator	100%
Societe de Developpement Hotel Pointe des Blagueurs B.V. (JV)	Netherlands	Dormant	25%
ATM Hotels Pty Limited*	Australia	Hotel business nameowner	100%
Morning Light Co Limited (JV)	Mauritius	Hotel manager	19.48%
HI Investment (Colombia) EU*	Colombia	Hotel manager	100%
Vista Real Estate Management Company (JV)	Egypt	Dormant	55%
Hilton International Jamaica Limited	Jamaica	Hotel operator	100%
Hilton International Management LLC*	United States	Investment holding company	100%
Doubletree International Franchise LLC	United States	Franchisor entity	100%
Hilton International LLC*	United States	Investment holding company	100%
Hilton Worldwide Domestic FS Treasury LLC*	United States	Finance company	100%
Hilmex Holdings S.de.R.L. de CV	Mexico	Non trading	100%
Conrad International Management Services (Singapore) PTE	Singapore	Non trading	100%
Hilton International Asia Pacific Pte Ltd	Singapore	Non trading	100%
Hilton Worldwide International Puerto Rico LLC*	Puerto Rico	Hotel operator	100%
Hilton International Manage (Maldives) PVT Ltd*	Maldives	Hotel manager	100%
Hilton International DEMPE Holding Limited*	United Kingdom	Dormant	100%
Hilton International Franchisor LLC*	United States	Franchisor entity	100%
Hilton Worldwide International do Brasil Ltda*	Brazil	Hotel manager	100%
Hilton Worldwide International Japan Godo-Kaisha*	Japan	Hotel operator	100%
HLT International Existing Franchise Holding LLC*	United States	Franchisor entity	100%
Hilton Worldwide International Singapore Pte. Ltd	Singapore	Hotel manager	100%
Hilton Hotels Management India Private Limited	India	Hotel manager	100%
Izmir Enternasyonel Otelcilik Anonim Sirketi	Turkey	Hotel operator	100%
Hilton Worldwide FS Treasury Limited	United Kingdom	Finance company	100%
Hilton International New Zealand Limited	New Zealand	Non trading	100%

Consolidated financial statements have not been prepared as the company is consolidated into the financial statements of a larger group, for which the consolidated financial statements are publicly available, as disclosed in the below note "Parent undertaking, controlling party and consolidating entity".

In the opinion of the directors the aggregate value of the investment in subsidiary and joint venture undertakings is not less than the amounts at which they are stated in these financial statements.

15. DEBTORS

	2018	2017 as restated
	$	$
Amounts falling due within one year:		
Trade debtors	98,423,277	48,327,710
Amounts owed by group undertakings	1,643,247,759	280,188,964
Other debtors	9,304,672	-
Deferred tax asset	-	626,766
Prepayments and accrued income	5,458,817	147,024
	1,756,434,525	329,290,464
Amounts falling due after more than one year:		
Other debtors	-	1,667,839
Deferred tax asset	4,215,704	2,473,198
	4,215,704	4,141,037
Aggregate amounts	1,760,650,229	333,431,501

Amounts owed by group undertakings are included in amounts due within one year where there are no specified repayment terms. Amounts owed by group undertakings are technically repayable on demand and hence are included in amounts due within one year. A majority of the loans bear interest at a rate linked to LIBOR plus a margin.

Other debtors due after more than one year relate to a brand fund deficit.

16. CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR

	2018	2017 as restated
	$	$
Amounts owed to group undertakings	296,586,319	1,450,383,348
Social security and other taxes	7,758,816	4,412,130
Other creditors	1,321,756	1,351,680
Accruals and deferred income	12,759,150	13,267,714
	318,426,041	1,469,414,872

Amounts owed to group undertakings are included in amounts due within one year where there are no specified repayment terms and there is no fixed repayment schedule in place. While amounts owed to group undertakings are technically repayable on demand, and hence are included in amounts due within one year, the directors are of the opinion (as a result of their group role in relation to the group undertakings amounts are owed to) that in the ordinary course of business, repayment within such a timescale would not be required. The loans bear interest at LIBOR plus a margin.

17. CREDITORS: AMOUNTS FALLING DUE AFTER MORE THAN ONE YEAR

	2018	2017 as restated
	$	$
Tax	3,409,768	160,868
Accruals and deferred income	20,359,146	26,720
	23,768,914	187,588

18. DEFERRED TAX

	$
Balance at 1 January 2018	(3,099,964)
Credit to Statement of Profit or Loss and Other Comprehensive Income during year	(2,957,972)
Prior year adjustment	1,842,232
Balance at 31 December 2018	(4,215,704)

The asset at 31 December 2018 relates to share based payments.

19. CALLED UP SHARE CAPITAL

Allotted, issued and fully paid:

Number:	Class:	Nominal value:	2018	2017 as restated
			$	$
1,860,531,927	Ordinary	0.017	31,663,638	31,663,638

The number of shares authorised and issued as at the period end was 1,860,531,927 ordinary shares of £1 each. 21,303,682 shares were recorded at $0.0162, 1,839,228,241 were recorded at $0.0170 and 4 were recorded at $1.25. These shares carry one vote per share and carry a right to dividends.

20. RESERVES

	Retained earnings $	Share premium $	Other reserves $	Totals $
At 1 January 2018	2,349,387,561	21,874	(532,343,264)	1,817,066,171
Profit for the year	257,644,020	-	-	257,644,020
Hedging gains/(losses)	1,033,821	-	-	1,033,821
Tax on share based payments	(206,421)	-	-	(206,421)
At 31 December 2018	2,607,858,981	21,874	(532,343,264)	2,075,537,591

21. PARENT UNDERTAKING, CONTROLLING PARTY AND CONSOLIDATING ENTITY

The company's immediate parent undertakings are Hilton International IP Holding Ltd (19.73%) and Hilton International Hotels (UK) Ltd , both hotel operators registered in England.

The ultimate parent the only undertaking for which group financial statements were prepared and into which the company is consolidated for 31 December 2018, was Hilton Worldwide Holdings Inc., a Delaware company incorporated in the United States of America. These group financial statements are available from the company secretary, Hilton Worldwide Holdings Inc., 7930 Jones Branch Drive, McLean, Fairfax County, Virginia VA 22102-3302, United States of America .

22. CAPITAL COMMITMENTS

The company has not entered into any capital commitments contracted for but not provided in the financial statements at period end.

23. CONTINGENT LIABILITIES

The company had jointly and severally guaranteed the value added tax liability of other companies within the same UK VAT group, which amounted to approximately £7.9m/$10.0m (2017: £6.7m/$9.1m) at 31 December 2018.

24. PENSION GUARANTEE OBLIGATION

The company has entered into a guarantee obligation to act as guarantor to Hilton HHC Limited and future obligations and liabilities (whether actual or contingent) of each of the employers to make payments to the Hilton Worldwide Holdings Inc UK Pension plan.

The guarantee obligation amounted to approximately $229m/£180m (2017: $243m/£180m) at 31 December 2018.

REGISTERED NUMBER: 07462067 (England and Wales)

Hilton Worldwide Manage Limited

STRATEGIC REPORT, REPORT OF THE DIRECTORS AND

FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2017

Hilton Worldwide Manage Limited (Registered number: 07462067)

CONTENTS OF THE FINANCIAL STATEMENTS
for the year ended 31 December 2017

	Page
Company Information	1
Strategic Report	2
Report of the Directors	4
Independent Auditors' Report	6
Statement of Profit or Loss and Other Comprehensive Income	8
Balance Sheet	9
Statement of Changes in Equity	10
Notes to the Financial Statements	11

COMPANY INFORMATION
for the year ended 31 December 2017

DIRECTORS:	Mr S Beasley Mr J O Percival Mr J Tynan Mr B Wilson Mr C Heath Mr R Beeston
SECRETARY:	HLT Secretary Limited
REGISTERED OFFICE:	Maple Court Central Park Reeds Crescent Watford Hertfordshire WD24 4QQ
REGISTERED NUMBER:	07462067 (England and Wales)
AUDITORS:	Ernst & Young LLP Senior Statutory Auditor 1 More London Place London SE1 2AF

STRATEGIC REPORT
for the year ended 31 December 2017

The principal activity of the company in the year under review was that of a hotel development services provider and an investment holding company.

REVIEW OF BUSINESS
The company's key financial indicators of performance during the year are considered to be:

	2017	2016
	$	$
Turnover	545,059,372	481,762,181
Gross profit	514,182,492	449,399,909
Carrying value of investments	2,642,279,642	2,639,216,365

The increases in both turnover and gross profit are due to an increase in base, incentive and franchise fees as well as IP fees resulting from new hotel contracts.

During the year two of the entity's subsidiaries were recapitalised resulting in additions of $11,096,711 to investments. In addition, three investments were impaired totalling $7,926,596 as the underlying net assets were not sufficient to support the investments' carrying value. There was also an intellectual property addition in intangibles of $257,190,000.

During the prior year, as part of a wider group exercise, the company was involved in an intercompany loan rationalisation programme which was implemented to simplify and eliminate a number of intercompany loans within the Hilton Worldwide Holdings Inc. group. The impact on the company in the prior year was a reduction in the intercompany loan receivable balance of $504,508,349. This was effected through forgiveness of the loans and was recognised in the profit or loss account within other operating items.

As part of a group restructuring in the prior year, some additional subsidiaries with a net book value of $76,151,245 were acquired in exchange for intercompany consideration. Further subsidiaries were acquired with a net book value of $21,878 in exchange for issuing 4 shares of $1.25 (£1) and share premium of $21,874. In addition, investment values were increased in subsidiaries already held by $56,807,466 following contributions by Hilton Worldwide Manage Limited of assets to those subsidiaries in exchange for shares in those subsidiaries.

During the prior year, Hilton Worldwide Manage Limited undertook a capital reduction, reducing its share capital by $3,134,699,672, its share premium by $85,046,469 and creating distributable reserves of $3,219,746,141.

PRINCIPAL RISKS AND UNCERTAINTIES

Impairment Risk

One of the company's activities is that of an investment holding company. As such a risk and uncertainty facing the company relates to the recoverability of the value of its investments. The company monitors the fair value of all underlying assets to determine whether there are indicators that the carrying values of investments are not recoverable.

Competitive risk

Risks that arise come from competitors opening new hotels or improving an existing hotel. The company monitors its competitors' performance and participates in regular benchmarking to understand the company's position compared to its competitors.

Economic risk

The company is subject to the cyclical nature of the hospitality and travel industry not just in its own market but those of its customers. On 29 March 2017, the United Kingdom (U.K) government formally announced that the U.K will leave the European Union (E.U). The U.K government continues to negotiate the terms of the U.K's future relationship with the E.U and although it is unknown what those terms will be Brexit continues to create global economic uncertainty. To date Brexit is not considered to have had a material impact on Hilton's UK business although it may impact our customer's behaviours in the future, particularly with respect to closely monitoring their costs and reducing their spending on travel and corporate events. There continues to be uncertainty therefore over how it will ultimately impact the company but management continues to monitor this on an ongoing basis. Budgeting and forecasting processes enable the company to identify risks in market trends at an early stage to help mitigate such risks.

Interest rate risk

This company is subject to interest rate risk on intercompany loans where the interest rate is linked to LIBOR. The company's treasury department monitors interest rates.

Exchange rate risk

This company is subject to exchange rate risk on intercompany loans held in foreign currencies. The company's treasury department monitors exchange rates.

Management does not believe the company is any more exposed to financial statement risk factors than others in the industry and has a system of internal controls and procedures that attempt to mitigate such risk.

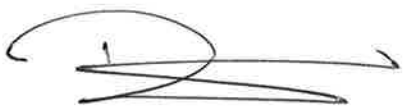
FUTURE DEVELOPMENTS

The company will continue to operate as hotel development services provider and an investment holding company in the future.

EVENTS SUBSEQUENT TO THE BALANCE SHEET DATE

On 1 January 2018 franchise contracts were transferred to the company from another entity in the wider group at net book value.

ON BEHALF OF THE BOARD:



Mr R Beeston - Director

9 July 2018

REPORT OF THE DIRECTORS
for the year ended 31 December 2017

The directors present their report with the financial statements of the company for the year ended 31 December 2017.

DIVIDENDS
No dividends will be distributed for the year ended 31 December 2017.

DIRECTORS
The directors shown below have held office during the whole of the period from 1 January 2017 to the date of this report.

Mr S Beasley
Mr J O Percival
Mr J Tynan
Mr B Wilson
Mr C Heath

Other changes in directors holding office are as follows:

Mr R Beeston was appointed as a director after 31 December 2017 but prior to the date of this report.

GOING CONCERN
The company's activities, together with the factors likely to affect its future development, its competitive, economic and interest rate risks are set out in the 'Review of Business' and 'Principal Risks and Uncertainties' section in the Strategic Report. The financial statements have been prepared under the going concern basis because the company's ultimate parent, Hilton Worldwide Holdings Inc. has provided a letter of support stating it will provide financial support, should it be needed, to enable the company to meet its debts as they fall due.

DIRECTORS' AND OFFICERS' LIABILITY INSURANCE
During the year Hilton Worldwide Holdings Inc. purchased and maintained on behalf of the company liability insurance for its directors and officers, in respect of proceedings brought by third parties, as permitted by section 236 of the Companies Act 2006.

STATEMENT OF DIRECTORS' RESPONSIBILITIES
The directors are responsible for preparing the Strategic Report, the Report of the Directors and the financial statements in accordance with applicable law and regulations.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have elected to prepare the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law), including Financial Reporting Standard 101 'Reduced Disclosure Framework'. Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing these financial statements, the directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgements and accounting estimates that are reasonable and prudent;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006. They are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

REPORT OF THE DIRECTORS
for the year ended 31 December 2017

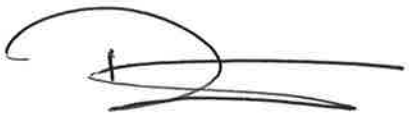
STATEMENT AS TO DISCLOSURE OF INFORMATION TO AUDITORS

So far as each person who was a director at the date of approving this report is aware, there is no relevant audit information, being information needed by the auditor in connection with preparing its report, of which the auditor is unaware. Having made enquiries of fellow directors and the company's auditor, each director has taken all the steps that he/she is obliged to take as a director to make himself/herself aware of any relevant audit information and to establish that the auditor is aware of that information.

AUDITORS

Ernst & Young LLP will be re-appointed as the company's auditor in accordance with the elective resolution passed by the company under section 385 of the Companies Act 1985.

ON BEHALF OF THE BOARD:



Mr R Beeston - Director

9 July 2018

Opinion

We have audited the financial statements of Hilton Worldwide Manage Limited (the 'company') for the year ended 31 December 2017 which comprise the Statement of Profit or Loss and Other Comprehensive Income, Balance Sheet, Statement of Changes in Equity and Notes to the Financial Statements, including a summary of significant accounting policies. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards, including Financial Reporting Standard 101 'Reduced Disclosure Framework' (United Kingdom Generally Accepted Accounting Practice).

In our opinion the financial statements:

- give a true and fair view of the state of the company's affairs as at 31 December 2017 and of its profit for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice; and
- have been prepared in accordance with the requirements of the Companies Act 2006.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (UK) (ISAs (UK)) and applicable law. Our responsibilities under those standards are further described in the Auditors' responsibilities for the audit of the financial statements section of our report. We are independent of the company in accordance with the ethical requirements that are relevant to our audit of the financial statements in the UK, including the FRC's Ethical Standard, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Conclusions relating to going concern

We have nothing to report in respect of the following matters in relation to which the ISAs (UK) require us to report to you where:

- the directors' use of the going concern basis of accounting in the preparation of the financial statements is not appropriate; or
- the directors have not disclosed in the financial statements any identified material uncertainties that may cast significant doubt about the company's ability to continue to adopt the going concern basis of accounting for a period of at least twelve months from the date when the financial statements are authorised for issue.

Other information

The other information comprises the information included in the annual report, other than the financial statements and our auditor's report thereon. The directors are responsible for the other information.

Our opinion on the financial statements does not cover the other information and, except to the extent otherwise explicitly stated in this report, we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If we identify such material inconsistencies or apparent material misstatements, we are required to determine whether there is a material misstatement in the financial statements or a material misstatement of the other information. If, based on the work we have performed, we conclude that there is a material misstatement of the other information, we are required to report that fact.

We have nothing to report in this regard.

Opinion on other matters prescribed by the Companies Act 2006

In our opinion, based on the work undertaken in the course of the audit:

- the information given in the Strategic Report and the Report of the Directors for the financial year for which the financial statements are prepared is consistent with the financial statements; and
- the Strategic Report and the Report of the Directors have been prepared in accordance with applicable legal requirements.

Matters on which we are required to report by exception
In the light of the knowledge and understanding of the company and its environment obtained in the course of the audit, we have not identified material misstatements in the Strategic Report or the Report of the Directors.

We have nothing to report in respect of the following matters where the Companies Act 2006 requires us to report to you if, in our opinion:

- adequate accounting records have not been kept, or returns adequate for our audit have not been received from branches not visited by us; or
- the financial statements are not in agreement with the accounting records and returns; or
- certain disclosures of directors' remuneration specified by law are not made; or
- we have not received all the information and explanations we require for our audit.

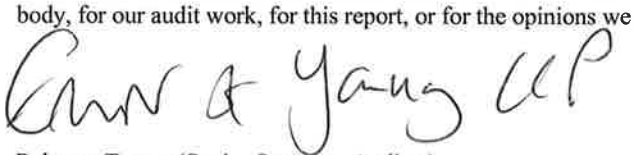
Responsibilities of directors
As explained more fully in the Statement of Directors' Responsibilities, the directors are responsible for the preparation of the financial statements and for being satisfied that they give a true and fair view, and for such internal control as the directors determine necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

Our responsibilities for the audit of the financial statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditors' Report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs (UK) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

A further description of our responsibilities for the audit of the financial statements is located on the Financial Reporting Council's website at www.frc.org.uk/auditorsresponsibilities. This description forms part of our Auditors' Report. .

Use of our report
This report is made solely to the company's members, as a body, in accordance with Chapter 3 of Part 16 of the Companies Act 2006. Our audit work has been undertaken so that we might state to the company's members those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the company and the company's members as a body, for our audit work, for this report, or for the opinions we have formed.



Rebecca Turner (Senior Statutory Auditor)
for and on behalf of Ernst & Young LLP
Senior Statutory Auditor
1 More London Place
London
SE1 2AF

9 July 2018

Hilton Worldwide Manage Limited (Registered number: 07462067)

STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME
for the year ended 31 December 2017

	Notes	2017 $	2016 $
TURNOVER	4	545,059,372	481,762,181
Cost of sales		(30,876,880)	(32,362,272)
GROSS PROFIT		514,182,492	449,399,909
Other operating items		(92,922,587)	(484,001,849)
Administrative expenses		(373,917,035)	(437,605,767)
OPERATING PROFIT/(LOSS)		47,342,870	(472,207,707)
Profit/(loss) on disposal of tangible fixed assets	6	(90,530)	-
Profit/(loss) on disposal of investment	6	-	5,883,880
		47,252,340	(466,323,827)
Income from shares in group undertakings	7	30,384,269	119,194,109
Interest receivable	8	1,661,475	913,016
		79,298,084	(346,216,702)
Interest payable and similar expenses	9	(21,432,913)	(4,155,081)
PROFIT/(LOSS) BEFORE TAXATION	10	57,865,171	(350,371,783)
Tax on profit/(loss)	11	(18,698,228)	-
PROFIT/(LOSS) FOR THE FINANCIAL YEAR		39,166,943	(350,371,783)
OTHER COMPREHENSIVE INCOME			
Item that will not be reclassified to profit or loss:			
Hedging losses		3,264	-
Income tax relating to item of other comprehensive income		-	-
OTHER COMPREHENSIVE INCOME FOR THE YEAR, NET OF INCOME TAX		3,264	-
TOTAL COMPREHENSIVE INCOME/(LOSS) FOR THE YEAR		39,170,207	(350,371,783)

The notes form part of these financial statements

Hilton Worldwide Manage Limited (Registered number: 07462067)

BALANCE SHEET
31 December 2017

	Notes	2017 $	2016 $
FIXED ASSETS			
Intangible assets	13	343,636,195	57,806,981
Investments	14	2,642,279,642	2,639,216,365
		2,985,915,837	2,697,023,346
CURRENT ASSETS			
Debtors	15	349,882,838	257,113,201
Cash at bank		1,043	1,685
		349,883,881	257,114,886
CREDITORS			
Amounts falling due within one year	16	(1,481,287,870)	(1,141,569,608)
NET CURRENT LIABILITIES		(1,131,403,989)	(884,454,722)
TOTAL ASSETS LESS CURRENT LIABILITIES		1,854,511,848	1,812,568,624
CREDITORS			
Amounts falling due after more than one year	17	(160,868)	-
NET ASSETS		1,854,350,980	1,812,568,624
CAPITAL AND RESERVES			
Called up share capital	19	31,663,638	31,663,638
Share premium	20	21,874	21,874
Other reserves	20	(532,343,264)	(532,343,264)
Retained earnings	20	2,355,008,732	2,313,226,376
SHAREHOLDERS' FUNDS		1,854,350,980	1,812,568,624

The financial statements were approved by the Board of Directors on 9 July 2018 and were signed on its behalf by:

Mr R Beeston - Director

The notes form part of these financial statements

STATEMENT OF CHANGES IN EQUITY
for the year ended 31 December 2017

	Called up share capital $	Retained earnings $	Share premium $	Other reserves $	Total equity $
Balance at 1 January 2016	3,166,363,305	46,253,828	85,046,469	(532,343,264)	2,765,320,338
Changes in equity					
Issue of share capital	(3,134,699,667)	-	21,874	-	(3,134,677,793)
Dividends	-	(602,401,810)	-	-	(602,401,810)
Total comprehensive loss	-	(350,371,783)	-	-	(350,371,783)
Capital reduction	-	3,219,746,141	(85,046,469)	-	3,134,699,672
Balance at 31 December 2016	31,663,638	2,313,226,376	21,874	(532,343,264)	1,812,568,624
Changes in equity					
Total comprehensive income	-	39,170,207	-	-	39,170,207
Tax on share based payments	-	2,612,149	-	-	2,612,149
Balance at 31 December 2017	31,663,638	2,355,008,732	21,874	(532,343,264)	1,854,350,980

The notes form part of these financial statements

1. FUNDAMENTAL ACCOUNTING CONCEPT

Hilton Worldwide Manage Limited is incorporated and domiciled in England and Wales.

The financial statements have been prepared under the going concern basis because the company's ultimate parent, Hilton Worldwide Holdings Inc., has provided a letter agreeing to give financial support to enable the company to meet its debts as they fall due.

2. STATUTORY INFORMATION

Hilton Worldwide Manage Limited is a private company, limited by shares, registered in England and Wales. The company's registered number and registered office address can be found on the Company Information page.

3. ACCOUNTING POLICIES

Basis of preparation
These financial statements have been prepared in accordance with Financial Reporting Standard 101 "Reduced Disclosure Framework" and the Companies Act 2006. The financial statements have been prepared under the historical cost convention as modified by the revaluation of certain assets.

Hilton Worldwide Manage Limited financial statements are presented in US Dollar (USD), which is Business name's functional currency. Amounts have been rounded to the nearest $.

FRS 101 is effective for accounting periods beginning on or after 1 January 2015, although early application is permitted. Hilton Worldwide Manage Limited did select to early adopt.

The company has taken advantage of the following disclosure exemptions in preparing these financial statements, as permitted by FRS 101 "Reduced Disclosure Framework":

- the requirements of paragraphs 45(b) and 46 to 52 of IFRS 2 Share-based Payment;
- the requirements of IFRS 7 Financial Instruments: Disclosures;
- the requirements of paragraphs 91 to 99 of IFRS 13 Fair Value Measurement;
- the requirements of paragraphs 10(d), 10)(f), 16, 38A, 38B, 38C, 38D, 40A, 40B, 40C, 40D and 111 of IAS 1 Presentation of Financial Statements;
- the requirements of paragraphs 134 to 136 of IAS 1 Presentation of Financial Statements;
- the requirements of IAS 7 Statement of Cash Flows;
- the requirements of paragraphs 30 and 31 of IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors;
- the requirements of paragraphs 17 and 18A of IAS 24 Related Party Disclosures;
- the requirements in IAS 24 Related Party Disclosures to disclose related party transactions entered into between two or more members of a group.

3. ACCOUNTING POLICIES - continued

Critical accounting judgements and key sources of estimation uncertainty
The preparation of financial statements requires management to make judgements, estimates and assumptions that affect the amounts reported for assets and liabilities as at the balance sheet date and the amounts reported for revenues and expenses during the year. However, the nature of estimation means that actual outcomes could differ from those estimates.

Critical judgements
The following judgements (apart from those involving estimates) have had the most significant effect on amounts recognised in the financial statements:

Taxation
Management judgement is required to determine the amount of deferred tax assets that can be recognised, based upon the likely timing and level of future taxable profits together with an assessment of the effect of future tax planning strategies. Further details are contained in the note "Taxation".

Operating lease commitments
The Company has entered into commercial property leases as a lessee and lessor. The classification of such leases as operating or finance lease requires the Company to determine, based on an evaluation of the terms and conditions of the arrangements, whether it acquires the significant risks and rewards of ownership of these assets and accordingly whether the lease requires an asset and liability to be recognised in the balance sheet. Leases are classified as both operating and finance leases.

Group reorganisation
In preparing these accounts, management has made the following judgements where the CRA transaction has had the most significant impact on the amounts recognised in the financial statements:

- Transfer of trade and assets that represent a business
Where management and franchise contracts have been transferred as part of the CRA transaction, management have considered whether these represent the transfer of a collection of assets and liabilities or whether they represent the transfer of trade and assets that constitute a business. Management concluded that these transfers represent a transfer of a business and therefore have applied the pooling of interest method as described in the basis of preparation. In reaching this conclusion, Management considered the relevant guidance in IFRS 3 where the definition of a business is defined as a set of activities and assets that are capable of being managed for the purpose of providing a return to the business.

In the application of the pooling of interest method, the assets and liabilities transferred are recognised at book value using the carrying values reported at the level of the financial statements of the combining entities (i.e. that entity's own financial statements) and not those reported in the consolidated financial statements of the parent. This is based on the conclusion by management that these values are considered most relevant to the users of the financial statements and ensure consistency of the results reported to group from before and after the CRA was executed.

- Gains or losses on transfers of investments and business through the group
As part of the CRA there are a number of transactions whereby investments and trade and assets which represent a business are transferred through the company to other group companies. The company only received the business on the condition that it was transferred on to its subsidiary immediately. Management concluded that the company acted as an agent in the flow through of the transaction. In these circumstances management did not consider it appropriate to recognise any gains or losses on transfer, because the intermediate entity never meaningfully had 'control' over the business, and it was simply passed through the group in accordance with the legal contractual arrangements.

3. **ACCOUNTING POLICIES - continued**

Key sources of estimation uncertainty

The following are the key assumptions concerning the future, and other sources of estimation uncertainty at the end of the reporting period, that may have a significant risk of resulting in a material adjustment to the carrying amounts of assets within the next financial year.

Impairment of intangible fixed assets

Determining whether intangible fixed assets are impaired requires an estimation of the value in use of the cash generating unit. The value in use calculation requires the directors to estimate the future cash flows expected to arise from the cash generating unit and a suitable discount rate in order to calculate present value. Each hotel is one cash generating unit.

Details of any impairment loss are set out in the note "Intangible Fixed Assets".

Impairment of investments

Determining whether a investment is impaired requires an estimation of the value in use of the investment in it's subsidiary. The value in use calculation requires the directors to estimate the future cash flows expected to arise from the subsidiary and a suitable discount rate in order to calculate present value. Each subsidiary is an individual CGU.

Details any impairment losses are disclosed in 'Investments' note.

3. ACCOUNTING POLICIES - continued

Changes in accounting policies - accounting standards not yet adopted
Two new standards in issue but not yet effective at the date of these financial statements that are expected to have an impact on these financial statements are:
- IFRS 15, Revenue from Contracts with Customers
- IFRS 16, Leases

IFRS 16 Leases, generally requires all leases, including operating leases, to be recognised in the balance sheet as right-of-use assets and lease liabilities by lessees. The company intends to adopt the standard on 1 January 2019 and is continuing to evaluate the effect that this standard will have on the financial statements. It is expected that this standard will have a material effect on the balance sheet but it is not practicable to provide a reasonable estimate of the effect of this standard until the company's detailed impact assessment has been completed.

IFRS 15 Revenue from contracts with customers, provides a single, five step revenue recognition model, applicable to all sales contracts, which is based on the principal revenue is recognised when control of goods or services are passed to the customer. IFRS 15 was adopted by the company with effect from 1 January 2018. The company will apply the full retrospective restatement approach to the comparative year ended 31 December 2017 in the financial statements for the year ended 31 December 2018. The primary anticipated effects of implementing IFRS 15 on revenues for the year ended 31 December 2017 are as follows:

- Application, initiation and other fees, charged when (i) new hotels enter our system; (ii) there is a change of ownership; or (iii) contracts are extended, will be recognized over the term of the management or franchise contract, rather than upon execution of the contract. This change is expected to reduce management or franchise fees by $1k for the year ended 31 December 2017 and reduce revenue reserves by $29k as at 1 January 2017.

- Certain contract acquisition costs related to our management/franchise contracts will be recognized over the term of the contracts as a reduction to revenue, instead of as amortization expense. This change is expected to reduce franchise fees/management fees by $3,139k for the year ended 31 December 2017, which will accordingly reduce depreciation and amortization by $3,139k, with no effect on the company's profit or loss account.

- Reimbursable fees related to our management and franchise contracts will be recognized as they are billed, as opposed to when we incur the related expenses. This change is expected to decrease other revenues from managed and franchised properties by $6,422k for the year ended 31 December 2017, but could increase or reduce these revenues in other periods. The impact on revenue reserves will be $21,697k as at 1 January 2017.

Revenue recognition related to our accounting for ongoing royalty and management fee revenues, direct reimbursable fees from our management and franchise contracts and hotel guest transactions at our owned and leased hotels will otherwise remain substantially unchanged.

3. ACCOUNTING POLICIES - continued

Revenue recognition

Turnover

Turnover which arose worldwide (excluding North America) is derived from management and service fees from third parties as well as intellectual property and service fees from other entities within the Hilton Worldwide group. Management fees are earned by the company through the rendering of goods and services, usually under long-term contracts with the hotel owner and can include a base fee, which is generally a percentage of hotel revenue, and/or an incentive fee, which is generally based on the hotel's profitability or cash flows.

Turnover is recognised when earned and realised or realisable under the terms of the contract. Turnover is measured at the fair value of the consideration received, excluding discounts, rebates, value added tax and other sales taxes.

Interest income

Interest is recognised as it accrues using the effective interest method. The effective interest rate is the rate that exactly discounts estimated future cash receipts through the expected life of the financial instrument to its net carrying amount.

Dividend income

Dividend income is recognised when the right to receive payment is established.

3. ACCOUNTING POLICIES - continued

Financial instruments
Financial assets and liabilities are recognised when the company becomes a party to the contractual provisions of the instruments.

Financial assets and liabilities are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than those financial assets and liabilities at fair value through profit or loss) are added to or deducted from the fair value of the financial assets and financial liabilities, as appropriate, on initial recognition.

Financial assets

Financial assets within the scope of IAS 39 (Financial Instruments: Recognition and Measurement) are classified as financial assets at fair value through profit or loss, loans and receivables, held-to-maturity investments, available-for-sale financial assets, or as derivatives designated as hedging instruments in an effective hedge, as appropriate. The company determines the classification of its financial assets at initial recognition.

The company's financial assets are all 'loans and receivables' including trade debtors and inter company loans, and cash.

The subsequent measurement of financial assets depends on their classification as follows:

Intercompany loans are initially recognised at fair value and subsequently measured at amortised cost using the effective interest (EIR) method, less impairment. Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included in interest in profit or loss. Losses arising from impairment are recognised in profit or loss in cost of sales.

Debtors are recognised and carried at the lower of their original invoiced value and recoverable amount. Provision for impairment is made through profit or loss when there is objective evidence that the company will not be able to recover balances in full. Balances are written off when the probability of recovery is assessed as being remote.

Cash in the balance sheet comprises cash at banks.

Financial liabilities

Financial liabilities within the scope of IAS 39 are classified as financial liabilities at fair value through profit or loss, loans and borrowings, or as derivatives designated as hedging instruments in an effective hedge, as appropriate. The company determines the classification of its financial liabilities at initial recognition.

The only financial liabilities are intercompany loans and other creditors.

The measurement of financial liabilities depends on their classification as follows:

After initial recognition, intercompany loans are subsequently measured at amortised cost using the effective interest method.

Other creditors are recognised and carried at their original invoiced value. Other creditors are non-interest bearing and are normally settled on their individual terms.

A liability is generally derecognised when the contract that gives rise to it is settled, sold, cancelled or expires.

3. ACCOUNTING POLICIES - continued

Fair values

All the company's financial instruments (except for cash) are not traded in an active market, at initial recognition the fair value is determined using appropriate valuation techniques. Due to the nature of the financial instruments as short term and market rate instruments, transaction price is considered to be the fair value.

Taxation
Current taxes are based on the results shown in the financial statements and are calculated according to local tax rules, using tax rates enacted or substantially enacted by the balance sheet date.

Deferred tax is recognised in respect of all timing differences that have originated but not reversed at the balance sheet date where transactions or events have occurred at that date that will result in an obligation to pay more, or a right to pay less or to receive more, tax, with the following exceptions:

Provision is made for tax on gains arising from the revaluation (and similar fair value adjustments) of fixed assets, and gains on disposal of fixed assets that have been rolled over into replacement assets, only to the extent that, at the balance sheet date, there is a binding agreement to dispose of the assets concerned. However, no provision is made where, on the basis of all available evidence at the balance sheet date, it is more likely than not that the taxable gain will be rolled over into replacement assets and charged to tax only where the replacement assets are sold;

Provision is made for deferred tax that would arise on remittance of the retained earnings of overseas subsidiaries, associates and joint ventures only to the extent that, at the balance sheet date, dividends have been accrued as receivable;

Deferred tax assets are recognised only to the extent that the directors consider that it is more likely than not that there will be suitable taxable profits from which the future reversal of the underlying timing differences can be deducted.

Deferred tax is measured on an undiscounted basis at the tax rates that are expected to apply in the periods in which timing differences reverse, based on tax rates and laws enacted or substantively enacted at the balance sheet date.

Foreign currencies
Assets and liabilities in foreign currencies are translated into USD at the rates of exchange ruling at the balance sheet date. Transactions in foreign currencies are translated into USD at the rate of exchange ruling at the date of transaction. Exchange differences are taken into account in arriving at the operating result.

3. ACCOUNTING POLICIES - continued

Investments
Investments in subsidiary undertakings are stated at cost. The carrying value of investments is reviewed for impairment when events or changes in circumstances indicate the carrying value may not be recoverable.

Intangible assets
Intangible assets are stated at cost less accumulated amortisation and accumulated impairments losses. Intangible assets with finite lives are amortised on a straight line basis over the useful economic life and assessed for impairment whenever there is an indication that the intangible asset may be impaired. The amortisation period and the amortisation method are reviewed annually. Intangible assets with infinite lives are not amortised but are assessed for impairment annually.

Development costs are comprised of key money paid to the franchisee or development commissions paid to team members directly related to the acquisition of a franchise agreement. Key money or development commission is amortised over the length of the associated franchise agreement which is typically a period of 10 to 20 years.

Group reorganisation
In accounting for a group reorganisation as a business combination under common control, the following principles have been adopted:
- Where a transfer is affected via transferring trade and assets of a business rather than shares of the company, as the transaction is the transfer of a business under common control the company has chosen to adopt the principles of merger accounting under common control as scoped out in IFRS 3.
- Where investments were acquired in exchange for the issue of shares the company has chosen to account for these transactions using the previous parent's book value with the difference between the value of the investments received and the nominal value of the shares issued being recognised within other reserves in equity.
- In circumstances where assets, including investments, were transferred in exchange for nil consideration these have been recognised at zero (i.e. the fair value of the consideration received) as the fair value of those assets could not be reliably estimated. This policy choice has been applied consistently to all contributions for nil consideration across the group.

3. ACCOUNTING POLICIES - continued

Share-based payments
Equity-settled transactions
The cost of equity-settled transactions with employees is measured by reference to the fair value at the date on which they are granted and is recognised as an expense over the vesting period, which ends on the date on which the relevant employees become fully entitled to the award.

Fair value is determined by an external valuer using an appropriate pricing model. In valuing equity-settled transactions, no account is taken of any service and performance (vesting conditions), other than performance conditions linked to the price of the shares of Hilton Worldwide Holdings Inc. (market conditions).

No expense is recognised for awards that do not ultimately vest, except for awards where vesting is conditional upon a market vesting condition or a non-vesting condition, which are treated as vesting irrespective of whether or not the market vesting condition or non-vesting condition is satisfied, provided that all other non-market vesting conditions are satisfied.

At each balance sheet date before vesting, the cumulative expense is calculated, representing the extent to which the vesting period has expired and management's best estimate of the achievement or otherwise of non-market vesting conditions and of the number of equity instruments that will ultimately vest or, in the case of an instrument subject to a market condition or a non-vesting condition, be treated as vesting as described above. The movement in cumulative expense since the previous balance sheet date is recognised in the income statement, with a corresponding entry in equity.

Cash-settled transactions
The cost of cash-settled transactions is measured initially at fair value at the grant date. This fair value is expensed over the period until the vesting date with recognition of a corresponding liability. The liability is remeasured to fair value at each reporting date up to and including the settlement date, with changes in fair value recognised in profit or loss for the period.

4. TURNOVER

The turnover and profit (2016 - loss) before taxation are attributable to the one principal activity of the company.

5. EMPLOYEES AND DIRECTORS

Most operations of the company during the year ended 31 December 2017 have been undertaken by employees of other companies within Hilton Worldwide Holdings Inc.. A charge of $- has been included in cost of sales in respect of their services (2016: $-).

During the year 31 employment contracts relating to senior management, including 6 individuals who are directors of Hilton UK Companies, were transferred to this Company. This transfer took place on 1 August 2017. These original employment contracts were previously held with Hilton UK Hotels Ltd. The table below records the costs incurred by the Company for these employees in the year.

	2017	2016
	$	$
Wages	14,205,296	-
Security costs	1,982,347	-
Pensions	516,971	-
	16,704,614	-

The average monthly number of employees during the year was 32 (2016: $-).

The costs of the directors' remuneration borne by this Company for the period from 1 August 2017 to 31 December 2017 are:

	2017	2016
Director's remuneration	$	$
Emoluments	709,496	-
Amounts paid under long term incentive schemes	289,415	-

	2017	2016
Remuneration of the highest paid director	$	$
Emoluments	182,279	-
Amounts paid under long term incentive schemes	80,817	-

The cost of the directors' remuneration for the period from 1 January 2017 to 31 July 2017 was borne by Hilton UK Hotels Ltd and disclosed within their financial statements.

6. PROFIT/(LOSS) ON DISPOSAL

	2017	2016
	$	$
Profit/(loss) on disposal of tangible fixed assets	(90,530)	-
Profit/(loss) on disposal of investment	-	5,883,880

7. INCOME FROM SHARES IN GROUP UNDERTAKINGS

	2017	2016
	$	$
Shares in group undertakings	30,384,269	119,194,109

8. INTEREST RECEIVABLE

	2017	2016
	$	$
Interest receivable from fellow group undertakings	1,571,404	863,604
Interest receivable from other third parties	90,071	49,412
	1,661,475	913,016

9. INTEREST PAYABLE AND SIMILAR EXPENSES

	2017	2016
	$	$
Interest payable to fellow group undertakings	21,432,913	4,155,081

10. PROFIT/(LOSS) BEFORE TAXATION

This is stated after charging:

	2017	2016
	$	$
IP and service fees payable to group undertakings	292,507,210	426,045,955
Amortisation of intangible fixed assets	3,291,019	3,734,577

Other operating items consist of:

	2017	2016
	$	$
Impairment losses on investments	7,926,595	12,927,931
Foreign exchange on currency loans	84,995,992	(33,434,431)
Loan extinguishment	-	504,508,349

The remuneration of the auditors of £ 20,579 (2016: £20,507) is borne entirely by Hilton Worldwide Limited.

11. TAXATION

Analysis of tax expense

	2017	2016
	$	$
Current tax:		
Corporation tax	160,868	-
Foreign tax	16,666,492	-
Corporation tax - prior period adjustment	2,336,220	-
Total current tax	19,163,580	-
Deferred tax:		
Origination and reversal of temporary differences	(526,847)	-
Adjustments in respect of prior periods	61,495	-
Total deferred tax	(465,352)	-
Total tax expense in statement of profit or loss and other comprehensive income	18,698,228	-

Tax effects relating to effects of other comprehensive income

	2017		
	Gross	Tax	Net
	$	$	$
Hedging losses	3,264	-	3,264

11. TAXATION - continued

Factors affecting the tax (credit)/charge
The tax assessed for the year is lower than the standard rate of corporation tax in the UK. The difference is explained below:

	2017 $	2016 $
Profit/(Loss) before income tax	57,865,171	(350,371,783)
(Loss) / Profit on ordinary activities multiplied by the standard rate of corporation tax in the UK of 19.247% (2016 - 20%)	11,137,064	(70,074,357)
Effects of:		
Non-deductible depreciation and amortisation	218,312	-
Expenses not deductible for tax purposes	1,573,872	103,667,696
Group relief surrendered to/(from) fellow subsidiaries free of charge	4,646,148	(9,403,466)
Non-taxable income and profit	-	(25,015,598)
Partnership profit share	(677,320)	825,724
Non-taxable non-UK income	(1,365,598)	-
Higher tax on foreign income	7,495,338	-
Temporary differences subject to initial recognition exception	(6,463,412)	-
Profit apportionment	160,868	-
Tax rate reduction	61,497	-
Share based payments	(424,760)	-
Adjustments in respect of prior periods	2,336,219	-
Tax expense	18,698,228	-

Deferred tax assets and liabilities are netted down where they relate to income taxes receivable from and payable to the same taxation authority.

The deferred tax asset of $3,099,964 (2016: $-) is expected to be recovered and settled after more than one year. At 31 December 2017 the company did not recognise deferred tax assets on unremitted partnerhship profits of $12,519,345 (2016: $9,813,787), which are taxable in the period in which they accrue.

The enacted main rate of corporation tax was reduced from 20% to 19% from 1 April 2017 and 17% from 1 April 2020. These changes do not have a material effect on these financial statements.

The Group's future tax charge could be affected by numerous factors including, but not limited to, the UK's triggering of Article 50 and any future consequences of the UK leaving the European Union, the UK's proposal to amend the tax rules relating to the utilisation of brought forward losses and any tax reforms adopted from the OECD's BEPS actions such as those in relation to the deductibility of interest, anti-avoidance or transfer pricing. No quantification of these changes is currently possible due to uncertainty around when any currently proposed rules will be enacted or effective.

12. DIVIDENDS

	2017 $	2016 $
Ordinary shares of 0.017 each		
Final	-	602,401,810

13. INTANGIBLE FIXED ASSETS

	Intellectual Property $	Development costs $	Totals $
COST			
At 1 January 2017	-	66,205,208	66,205,208
Additions	257,190,000	32,607,205	289,797,205
Disposals	-	(720,000)	(720,000)
At 31 December 2017	257,190,000	98,092,413	355,282,413
AMORTISATION			
At 1 January 2017	-	8,398,227	8,398,227
Amortisation for year	-	3,291,019	3,291,019
Eliminated on disposal	-	(43,028)	(43,028)
At 31 December 2017	-	11,646,218	11,646,218
NET BOOK VALUE			
At 31 December 2017	257,190,000	86,446,195	343,636,195
At 31 December 2016	-	57,806,981	57,806,981

The Intellectual property addition relates to the acquisition of IP from Hilton International IP Holdings Limited, a fellow group company.

Development costs additions relate to key money and development commissions relating to future hotel openings.

14. INVESTMENTS

	Shares in group undertakings $
COST	
At 1 January 2017	2,662,054,811
Additions	11,096,711
Disposals	(106,838)
At 31 December 2017	2,673,044,684
PROVISIONS	
At 1 January 2017	22,838,446
Impairments	7,926,596
At 31 December 2017	30,765,042
NET BOOK VALUE	
At 31 December 2017	2,642,279,642
At 31 December 2016	2,639,216,365

14. **INVESTMENTS - continued**

During the year two of the entity's subsidiaries were recapitalised resulting in additions. Also, a subsidiary was liquidated resulting in disposals.

During the year three investments were impaired totalling $7,926,596 as the underlying net assets were not sufficient to support the investments' carrying value.

14. **INVESTMENTS - continued**

Details of the principal investments in which the company holds nominal value of any class of share capital are as follows:

Investments in directly held subsidiary undertakings are denoted below with an asterisk; all other investments in subsidiary undertakings are indirectly held.

	Country of registration and operation	Principal activities	Proportion of voting rights and shares held
Mayaguez Hilton LLC*	Puerto Rico	Dormant	100%
Hilton International Trinidad Limited*	Trinidad and Tobago	Hotel operator	100%
Hilton Tobago Unlimited*	Trinidad and Tobago	Hotel operator	100%
Hilton International Manage (Argentina) SRL*	Argentina	Hotel manager	100%
Hilton International Barbados Limited	Barbados	Hotel manager	100%
Livingwell Australia Pty Limited	Australia	Investment holding company	100%
Conrad International (Thailand) Limited*	Thailand	Hotel manager	100%
Conrad International Hotels (HK) Limited*	Hong Kong	Hotel manager	100%
Conrad International (Egypt) LLC*	United States	Hotel manager	100%
Hilton Hotel Management Services Private Limited	India	Hotel manager	100%
Hilton International GAMMA SASU	France	Dormant	100%
Hilton Argentina SRL*	Argentina	Dormant	100%
Hilton (Maldives) PVT Ltd*	Maldives	Dormant	100%
HIRO Verwaltungs GmbH	Germany	Dormant	100%
HIRO Hotel GmbH & Co KG	Germany	Dormant	100%
HIRO Grundstucks GmbH & Co KG	Germany	Dormant	100%
Hilton Hotel Management (Shanghai) Co. Ltd.	China	Hotel manager	100%
HLT German Manage GmbH	Germany	Investment holding company	100%
HLT German Services GmbH	Germany	Investment holding company	100%
Hilton Service Center GmbH	Germany	Investment holding company	100%
Grand Hotel Imperial DD (JV)	Croatia	Investment holding company	17.54%
Hilton Worldwide Services Limited*	United Kingdom	Investment holding company	100%
Hilton of Panama Limited*	Panama	Hotel operator	100%
Hilton International (Thailand) Limited*	Thailand	Hotel operator	100%
HI Hotel Management (Guam), Inc	Guam	Hotel manager	100%
Hilton Hotels of Australia Pty Limited	Australia	Hotel manager	100%
Hilton of Malaysia LLC*	Malaysia	Hotel manager and operator	100%
Hilton Hotels of Australia (Melbourne) Pty Ltd	Australia	Hotel manager	100%
Nagoya Hilton Co Limited (JV)	Japan	Hotel operator	24%
Osaka Hilton Co Limited (JV)	Japan	Hotel owner	71.50%
Tokyo Bay Hilton Co Limited (JV)	Japan	Hotel operator	24%
Odawara Hilton Co Limited*	Japan	Hotel operator	100%
Sunrise Resources (Australia) Pty Limited	Australia	Hotel owner	100%

14. **INVESTMENTS - continued**

259 Pitt Street Pty Limited	Australia	Dormant	100%
Addis Ababa Hilton International Pvt Limited Co	Ethiopia	Hotel operator	100%
African American Investment Corporation (PTY) Limited	South Africa	Dormant	100%
Madagascar Hilton SARL	Madagascar	Hotel operator	100%
International Hotels (Kenya) Limited (JV)	Kenya	Hotel owner	59.42%
Hilton Nairobi Limited*	Nairobi	Hotel owner	100%
Hilton International South Africa (PTY) Limited*	South Africa	Hotel operator	100%
Societe Tunis Hilton SARL	Tunisia	Dormant	100%
Hilton International (Netherlands) BV*	Netherlands	Hotel operator	100%
Hilton (Hellas) Monoprosopi EPE*	Greece	Hotel operator	100%
Hilton International (Germany) GmbH	Germany	Hotel operator	100%
Hilton Cyprus Limited*	Cyprus	Hotel manager	100%
Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel operator	100%
Societe d'Exploitation Hoteliere EURL	France	Hotel operator	100%
Hilton International (France) SAS*	France	Investment holding company	100%
Hilton Italiana SRL	Italy	Hotel operator	100%
Tel Aviv Hilton Limited*	Israel	Hotel operator	100%
Hilton International (Switzerland) GmbH*	Switzerland	Hotel operator	100%
Hotelbetriebsgesellschaft Hochstrasse GmbH	Germany	Hotel operator	100%
Grundstucksgesellschaft Belvederer Allee Weimar GmbH	Germany	Dormant	100%
Hilton Malta Limited*	Malta	Hotel operator and manager	100%
Hilton International (Bulgaria) EAD*	Bulgaria	Hotel operator	100%
Konya Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel manager	100%
Societe d'Exploitation Hoteliere La Defense SAS	France	Hotel operator	100%
Hilton of Spain SL*	Spain	Hotel operator	100%
Hilton Israel Limited*	Israel	Hotel manager	99%
Kayseri Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel manager	100%
HLT Bradford Limited	United Kingdom	Hotel manager	100%
Hilton International Holdings LLC	United States	Investment holding company	100%
Comfort Inns BV*	Netherlands	Investment holding company	100%
HIC Roissy Netherlands BV	Netherlands	Investment holding company	100%
Comfort Lodge Limited	United Kingdom	Dormant	100%
World Hotels BV	Netherlands	Investment holding company	100%
UK Leasing Cobham Limited	United Kingdom	Hotel operator	100%
UK Leasing Croydon Limited	United Kingdom	Hotel operator	100%
UK Leasing East Midlands Limited	United Kingdom	Hotel operator	100%
UK Leasing Leeds City Limited	United Kingdom	Hotel operator	100%

14. **INVESTMENTS - continued**

UK Leasing London Kensington Limited	United Kingdom	Hotel operator	100%
UK Leasing Northampton Limited	United Kingdom	Hotel operator	100%
UK Leasing Nottingham Limited	United Kingdom	Dormant	100%
UK Leasing Watford Limited	United Kingdom	Hotel operator	100%
UK Leasing York Limited	United Kingdom	Hotel operator	100%
UK Leasing Brighton Limited	United Kingdom	Hotel operator	100%
UK Leasing Leicester Limited	United Kingdom	Hotel operator	100%
UK Leasing Puckrup Limited	United Kingdom	Hotel operator	100%
Greatkey Limited	United Kingdom	Hotel operator	100%
Hilton Worldwide Franchising LP*	United Kingdom	Franchisor entity	100%
Comfort Hotels International Limited	United Kingdom	Dormant	100%
Adda Properties Limited	Kingdom	Dormant	100%
Hilton International Australia Holding Pty Limited*	Australia	Investment holding company	100%
Hilton Worldwide Manage Branchco Limited*	United Kingdom	Investment holding company	100%
Hilton Worldwide Holding 1 Limited*	United Kingdom	Investment holding company	100%
Comfort Hotels Limited	Kingdom	Hotel operator	100%
Hotel Maatschappij Schiphol BV	Netherlands	Hotel operator	100%
Hilton Worldwide International Myanmar Limited*	Myanmar	Hotel manager	100%
Comfort Lodge (U.K.) Limited	United Kingdom	Hotel operator	100%
Adda Hotels	Kingdom	Hotel operator	100%
International Brand Hospitality GmbH (Austria)	Austria	Hotel operator	100%
International Brand Hospitality GmbH (Germany)	Germany	Hotel operator	100%
Hilton Copenhagen ApS*	Denmark	Hotel manager	100%
Maple Hotels Management Company Limited	United Kingdom	Hotel manager	100%
Dunkeld Lodges (Management) Limited	United Kingdom	Dormant	100%
Puckrup Hall Hotel Limited	Kingdom	Hotel operator	100%
Bondarea Limited	Scotland	Dormant	100%
Hilton Worldwide Limited*	United Kingdom	Investment holding company	100%
HIC Holdings BV	Netherlands	Investment holding company	100%

14. **INVESTMENTS - continued**

HLT London Manage Limited	United Kingdom	Hotel manager	100%
HLT Aro Manage Limited	United Kingdom	Hotel manager	100%
Hilton UK Manage Limited	United Kingdom	Investment holding company	100%
HLT Stakis Operator Limited	United Kingdom	Hotel manager	100%
HLT Owned Mezz V-A Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-B Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-C Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-D Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-E Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-F Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-G Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-H Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-I Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-J Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz V-K Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-A Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-B Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-C Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-D Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-E Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-F Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-G Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-H Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-I Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-J Limited	United Kingdom	Investment holding company	100%
HLT Owned Mezz IX-K Limited	United Kingdom	Investment holding company	100%
HLT Managed Mezz XI-A GmbH	Germany	Investment holding company	100%

14. **INVESTMENTS - continued**

HLT Managed Mezz XI-B GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-C GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-D GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-E GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-F GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-G GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-H GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-I GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-J GmbH	Germany	Investment holding company	100%
HLT Managed Mezz XI-K GmbH	Germany	Investment holding company	100%
HLT Managed Mezz VI-A LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-B LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-C LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-D LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-E LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-F LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-G LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-H LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-I LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-J LLC	United States	Investment holding company	100%
HLT Managed Mezz VI-K LLC	United States	Investment holding company	100%
HLT Operating Mezz III-K Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz V-K Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-A Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-B Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-C Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-D Limited	United Kingdom	Investment holding company	100%

14. **INVESTMENTS - continued**

HLT Operating Mezz VII-E Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-F Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-G Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-H Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-I Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-J Limited	United Kingdom	Investment holding company	100%
HLT Operating Mezz VII-K Limited	United Kingdom	Investment holding company	100%
HLT Operating VII-A Borrower GmbH	Germany	Investment holding company	100%
HLT Stakis IP Limited	United Kingdom	Investment holding company	100%
Hilton UK Corporate Director Limited	United Kingdom	Dormant	100%
HLT Managed XI-A Borrower GmbH	Germany	Investment holding company	100%
HLT Owned V Holding Limited	United Kingdom	Investment holding company	100%
HLT Owned V-A Holding Limited	United Kingdom	Investment holding company	100%
HLT Owned IX Holding Limited	United Kingdom	Investment holding company	100%
HLT Owned IX-A Holding Limited	United Kingdom	Investment holding company	100%
HLT Brazil LLC	United States	Investment holding company	100%
HLT Secretary Limited*	United Kingdom	Investment holding company	100%
HLT Managed VI Holding LLC	United States	Investment holding company	100%
Hotel Corporation of Europe*	United States	Hotel manager	100%
Hilton International Canada CRA ULC (HC ULC)*	Canada	Dormant	100%
Hapeville Investors LLC	United States	Dormant	100%
Servicios y Recursos Administrativos Hoteleros S. de R.L. de C.V.	Mexico	Hotel manager	100%
Operadora de Hoteles Loreto, S. de R.L. de C.V	Mexico	Hotel manager	100%
HLT Mexico LLC	United States	Investment holding company	100%
HLT Managed XII-A Holding LLC	United States	Investment holding company	100%
Hilton International Manage LLC*	United States	Hotel manager	100%
HLT Waldorf Astoria International Manage LLC	United States	Investment holding company	100%
Hilton Internacional de Venezuela CA*	Venezuela	Hotel manager	100%
Hilton Russia LLC	United States	Hotel manager	100%
HLT International Manage LLC	United States	Hotel manager	100%
PT Hilton International Manage Indonesia	Indonesia	Hotel manager	100%
Nippon Hilton Co Limited (JV)	Japan	Hotel operator	68.76%

14. **INVESTMENTS - continued**

Ankara Enternasyonel Otelcilik AS*	Turkey	Hotel operator	10.30%
Izmir Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel operator	100%
Mersin Hilton Enternasyonal Otelcilik AS*	Turkey	Hotel operator	100%
Adana Hilton Enternasyonal Otelcilik Limited Sirketi*	Turkey	Hotel operator	100%
Istanbul Park Hilton Enternasyonal Otelcilik Limited Sirketi*	Turkey	Hotel operator	100%
Hilton Worldwide International Italy SRL	Italy	Hotel manager	100%
Hilton International Wien GmbH*	Austria	Hotel operator	100%
Hilton Hotel Service Co Limited	Japan	Hotel manager	70%
Hilton Munich Airport Hotel Manage GmbH*	Germany	Catering operator	100%
Hilton International Vermogensverwaltung GmbH*	Germany	Investment holding company	100%
Societe de Developpement Hotel Pointe des Blagueurs B.V. (JV)	Netherlands	Dormant	25%
ATM Hotels Pty Limited*	Australia	Hotel business nameowner	100%
Morning Light Co Limited (JV)	Mauritius	Hotel manager	19.48%
HI Investment (Colombia) EU*	Colombia	Hotel manager	100%
Vista Real Estate Management Company (JV)	Egypt	Dormant	55%
Hilton Egypt Trading Company*	Egypt	Alcohol license holder	100%
Hilton International Jamaica Limited	Jamaica	Hotel operator	100%
Hilton International Management LLC*	United States	Investment holding company	100%
Doubletree International Franchise	United States	Franchisor entity	100%
HLT Managed VI-A Borrower LLC	United States	Investment holding company	100%
HLT Managed VI-A Holding LLC	United States	Investment holding company	100%
HLT Owned VI-A Holding LLC*	United States	Investment holding company	100%
Hilton International LLC*	United Kingdom	Investment holding company	100%
Hilton Worldwide International FS Treasury LLC*	United States	Finance company	100%
Hilton Brazil Opercoes E Ltda	Brazil	Non trading	100%
Hilmex Holdings S.de.R.L. de CV	Mexico	Non trading	100%
Hilton Germany Holdco Limited	United Kingdom	Dormant	100%
Conrad International Management Services (Singapore) PTE	Singapore	Non trading	100%
Hilton International Asia Pacific Pte Ltd	Singapore	Non trading	100%
Hilton Worldwide International Puerto Rico LLC*	Puerto Rico	Hotel operator	100%
Hilton International Manage (Maldives) PVT Ltd*	Maldives	Hotel operator	100%
Hilton Hotels (Ireland) Ltd	Ireland	Hotel operator	100%
Conrad Osaka Godo Kaisha*	Japan	Hotel operator	100%
Hilton International DEMPE Holding Limited*	United Kingdom	Dormant	100%
Hilton International Franchisor LLC*	United States	Franchisor entity	100%
Hilton Worldwide International do Brasil Ltda*	Brazil	Hotel manager	100%
Hilton Worldwide International Japan Godo-Kasiha*	Japan	Hotel operator	100%
PT. Conrad Management Indonesia*	Indonesia	Hotel manager	100%

14. **INVESTMENTS - continued**

HLT International Exisiting Franchise Holding LLC*	United States	Franchisor entity	100%
HLT English Operator	United Kingdom	Hotel operator	100%
Hilton Worldwide International Singapore Pte. Ltd	Singapore	Hotel manager	100%

Consolidated financial statements have not been prepared as the company is consolidated into the financial statements of a larger group, for which the consolidated financial statements are publicly available, as disclosed in the below note "Parent undertaking, controlling party and consolidating entity".

In the opinion of the directors the aggregate value of the investment in subsidiary and joint venture undertakings is not less than the amounts at which they are stated in these financial statements.

15. **DEBTORS**

	2017 $	2016 $
Amounts falling due within one year:		
Trade debtors	48,327,710	37,492,262
Amounts owed by group undertakings	280,188,964	214,781,611
Deferred tax asset	626,766	-
Prepayments and accrued income	147,024	95,537
	329,290,464	252,369,410
Amounts falling due after more than one year:		
Other debtors	18,119,176	4,743,791
Deferred tax asset	2,473,198	-
	20,592,374	4,743,791
Aggregate amounts	349,882,838	257,113,201

Amounts owed by group undertakings are included in amounts due within one year where there are no specified repayment terms. Amounts owed by group undertakings are technically repayable on demand and hence are included in amounts due within one year. A majority of the loans bear interest at a rate linked to LIBOR plus a margin.

Other debtors due after more than one year relate to a brand fund deficit.

16. **CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR**

	2017 $	2016 $
Amounts owed to group undertakings	1,430,532,249	1,110,399,886
Social security and other taxes	4,412,130	2,680,659
Other creditors	33,077,200	26,388,020
Accruals and deferred income	13,266,291	2,101,043
	1,481,287,870	1,141,569,608

16. CREDITORS: AMOUNTS FALLING DUE WITHIN ONE YEAR - continued

Amounts owed to group undertakings are included in amounts due within one year where there are no specified repayment terms and there is no fixed repayment schedule in place. While amounts owed to group undertakings are technically repayable on demand, and hence are included in amounts due within one year, the directors are of the opinion (as a result of their group role in relation to the group undertakings amounts are owed to) that in the ordinary course of business, repayment within such a timescale would not be required. The loans bear interest at LIBOR plus a margin.

17. CREDITORS: AMOUNTS FALLING DUE AFTER MORE THAN ONE YEAR

	2017	2016
	$	$
Tax	160,868	-

18. DEFERRED TAX

	$
Provided during year	(3,099,964)
Balance at 31 December 2017	(3,099,964)

The asset at 31 December 2017 relates to share based payments.

19. CALLED UP SHARE CAPITAL

Allotted, issued and fully paid:

Number:	Class:	Nominal value:	2017 $	2016 $
1,860,531,927	Ordinary	0.017	31,663,638	31,663,638

The number of shares authorised and issued as at the period end was 1,860,531,927 ordinary shares of £1 each. 21,303,682 shares were recorded at $0.0162, 1,839,228,241 were recorded at $0.0170 and 4 were recorded at $1.25. These shares carry one vote per share and carry a right to dividends.

20. RESERVES

	Retained earnings $	Share premium $	Other reserves $	Totals $
At 1 January 2017	2,313,226,376	21,874	(532,343,264)	1,780,904,986
Profit for the year	39,166,943	-	-	39,166,943
Hedging losses	3,264	-	-	3,264
Tax on share based payments	2,612,149	-	-	2,612,149
At 31 December 2017	2,355,008,732	21,874	(532,343,264)	1,822,687,342

21. PARENT UNDERTAKING, CONTROLLING PARTY AND CONSOLIDATING ENTITY

The company's immediate parent undertakings are Hilton International IP Holding Ltd (19.73%) and Hilton International Hotels (UK) Ltd , both hotel operators registered in England.

The ultimate parent the only undertaking for which group financial statements were prepared and into which the company is consolidated for 31 December 2017, was Hilton Worldwide Holdings Inc., a Delaware company incorporated in the United States of America. These group financial statements are available from the company secretary, Hilton Worldwide Holdings Inc., 7930 Jones Branch Drive, McLean, Fairfax County, Virginia VA 22102-3302, United States of America .

22. CAPITAL COMMITMENTS

The company has not entered into any capital commitments contracted for but not provided in the financial statements at period end.

23. CONTINGENT LIABILITIES

The company had jointly and severally guaranteed the value added tax liability of other companies within the same UK VAT group, which amounted to approximately £6.7m/$9.1m (2016: £6.1m/$7.5m) at 31 December 2017.

24. PENSION GUARANTEE OBLIGATION

The company has entered into a guarantee obligation to act as guarantor to Hilton HHC Limited and future obligations and liabilities (whether actual or contingent) of each of the employers to make payments to the Hilton Worldwide Holdings Inc UK Pension plan.

The guarantee obligation amounted to approximately $243m/£180m (2016: $221m/£180m) at 31 December 2017.

EXHIBIT D

FRANCHISE AGREEMENT

[ENTER HOTEL NAME AND CITY/STATE HERE]

TABLE OF CONTENTS

1.0 DEFINITIONS 3

2.0 GRANT OF LICENSE 9

2.1 Non-Exclusive License 9
2.2 Reserved Rights 9
2.3 Restricted Area Provision 9

3.0 TERM 9

4.0 OUR RESPONSIBILITIES 10

4.1 Training 10
4.2 Reservation Service 10
4.3 Consultation 10
4.4 Marketing 10
4.5 Inspections/Compliance Assistance 11
4.6 Manual 11
4.7 Equipment and Supplies 11

5.0 YOUR RESPONSIBILITIES 11

5.1 Operational and Other Requirements 11

6.0 HOTEL WORK 14

6.1 Necessary Consents 14
6.2 Initial Hotel Work 15
6.3 Commencement and Completion of the Hotel Work 15
6.4 Opening the Hotel 15
6.5 Performance of Agreement 16
6.6 Hotel Refurbishment and Room Addition 16

7.0 STAFF AND MANAGEMENT OF THE HOTEL 17

8.0 PAYMENT OF FEES 17

8.1 Monthly Fees 17
8.2 Calculation and Payment of Fees 17
8.3 Other Fees 18
8.4 Taxes 18
8.5 Application of Fees 18

9.0 PROPRIETARY RIGHTS 18

9.1 Our Proprietary Rights 18
9.2 Trade Name, Use of the Marks 19
9.3 Use of Trade Name and Marks 19
9.4 Trademark Disputes 20
9.5 Web Sites 20
9.6 Covenant 20

10.0 REPORTS, RECORDS, AUDITS, AND PRIVACY 21

10.1 Reports 21
10.2 Maintenance of Records 21
10.3 Audit 21
10.4 Ownership of Information 21
10.5 Privacy and Data Protection 22

11.0 CONDEMNATION AND CASUALTY 22

11.1 Condemnation 22
11.2 Casualty 22
11.3 No Extensions of Term 22

12.0 TRANSFERS 23

13.1 Our Transfer 23
13.2 Your Transfer 23
13.3 Public Offering or Private Placement 25
13.4 Mortgages and Pledges to Lending Institutions 25

13.0 TERMINATION 25

14.1 Termination with Opportunity to Cure 25
14.2 Immediate Termination by Us 26
14.3 Suspension Interim Remedies 27
14.4 Liquidated Damages on Termination 27
14.5 Actual Damages Under Special Circumstances 28
14.6 Your Obligations on Termination or Expiration 28

14.0 INDEMNITY 29

15.0 RELATIONSHIP OF THE PARTIES 30

16.1 No Agency Relationship 30
16.2 Notices Concerning Your Independent Status 30

16.0 MISCELLANEOUS 31

17.1 Severability and Interpretation 31
17.2 Governing Law, Jurisdiction and Venue 31
17.3 Exclusive Benefit 31
17.4 Entire Agreement 31
17.5 Amendment and Waiver 32
17.6 Consent; Business Judgment 32
17.7 Notices 32
17.8 General Release 33
17.9 Remedies Cumulative 33
17.10 Economic Conditions Not a Defense 33
17.11 Representations and Warranties 33
17.12 Counterparts 34
17.13 Sanctioned Persons and Anti-bribery Representations and Warranties 34
17.14 Attorneys' Fees and Costs 34
17.15 Interest 35
17.16 Successors and Assigns 35
17.17 Our Delegation of Rights and Responsibility 35
17.18 Confidentiality of Negotiated Terms 35

17.0 WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES 36

18.0 NOTICE OF INTENT TO MARKET 36

19.0 KEY MONEY/DEVELOPMENT INCENTIVE NOTE 37

ADDENDUM TO FRANCHISE AGREEMENT

[IF KEY MONEY EXHIBIT _ – DEVELOPMENT INCENTIVE NOTE

[IF APPLICABLE EXHIBIT _ – SHARED FACILITIES ADDENDUM

[ONLY IF NOT A RADIUS EXHIBIT _ – RESTRICTED AREA MAP

[IF APPLICABLE EXHIBIT _ – PRODUCT IMPROVEMENT PLAN

FRANCHISE AGREEMENT

This Franchise Agreement is entered between Hilton Worldwide Manage Limited ("**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.

"**Anti-Corruption Laws**" means all applicable anti-corruption, anti-bribery, anti-money laundering, books and records, and internal controls laws.

"**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 12.2.2.

[DELETE FOR OL, QQ, UP "**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.

[DELETE FOR OL, QQ, UP "**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 your financial inability to perform, inability to obtain financing, inability to obtain permits, licenses, zoning variances or any other similar events unique to you, or the Hotel, or to general economic downturn or conditions.

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

"**Government Official**" means: (i) officers and employees of any 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).

[INSERT FOR HFS "**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), Mandatory Guest 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.

"**Hilton Worldwide**" means Hilton Worldwide Holdings Inc., a Delaware corporation (NYSE:HLT).

"**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 13.3.

"**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.

"**License**" has the meaning set forth in Subsection 2.1.

"**Liquidated Damages**" has the meaning set forth in Subsections 6.4.4 and 13.4.

"**Management Company**" has the meaning set forth in Subsection 7.1.

"**Mandatory Guest Fee**" means any separate fee that a patron or guest is charged for in addition to the base room rate for a guest room, including but not limited to resort fees, facility fees, destination fees, amenity fees, urban destination fees, or any other similar fee. Mandatory Guest Fees do not include employee gratuities, state or local mandatory taxes, and other tax-like fees and assessments that are levied on a stay, as determined by us, that are passed through to a third party (such as tourism public improvement district fees, tourism or improvement assessments, and convention center fees).

"**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**: the Monthly Food and Beverage Fee; the Monthly Program Fee and the Monthly Royalty Fee.

[**INSERT FOR HFS** "**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.

"**Permitted Transfer**" means any Transfer by you or your Equity Owners that does not result in a Change of Control of you, the Hotel, or the Hotel Site, as specified in Section 12.2 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 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 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.

[INCLUDE 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.

"**Royalty Withholdings**" has the meaning set forth in Subsection 8.4.

"**Sanctioned Person**" means any person, entity, or Government, including those with Control over such persons or entities, or acting on behalf of such persons or entity, who is subject to Trade Restrictions that prohibit or restrict the Parties' performance of the Parties' obligations under this Agreement.

"**Securities**" means any public offering, private placement or other sale of securities in you, 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 and the Standards.

"**Taxes**" means any and all withholding, sales, use, excise, consumption, VAT and other similar taxes or duties, levies, fees or assessments of whatsoever nature.

[DELETE FOR OL, UP "**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.

"**Territory**" means Brazil.

"**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. Provided, however, that 1) your right to operate the Hotel under the Brand will not become effective until after any existing third-party franchise, management or similar agreement for the Hotel has terminated or expired; and 2) you are solely responsible for ensuring that any existing third-party franchise, management or similar agreement has terminated or expired on or before the Opening Date.

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, [**DELETE FOR OL, QQ, UP** 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(as such terms are known in the United States of America)..

[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 in the Territory, subject to the provisions of Subsection 13 below.

4.3 Consultation. We may offer consultation services and advice in areas such as operations, facilities, and marketing, but you will always remain responsible for hiring your employees and the terms and conditions of their employment. We may establish fees in advance, or on a project-by-project basis, for any consultation service or advice you request. Any consultation services and advice that you request will be given in the United States of America.

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.

4.5 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.

4.6 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.

4.7 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, 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 and agree that: (a) you have exclusive day-to-day control of the business and operation of the Hotel (including hiring your employees and the terms and conditions of their employment); (b) although we provide the Standards, we do not in any way possess or exercise day-to-day control of the business and operation of the Hotel; (c) we do not dictate nor control labor or employment matters for you or your employees; and (d) we are not responsible for the safety and security of your employees or guests.

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 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 personnel 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 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;

5.1.16 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;

5.1.17 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;

5.1.18 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;

5.1.19 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;

5.1.20 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;

5.1.21 after the Effective Date, comply with all insurance requirements specified in the Manual at your expense (which includes participating in any insurance program we designate, if applicable), and 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;

5.1.22 not share the business operations and Hotel facilities with any Other Hotel or other business;

5.1.23 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;

5.1.24 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;

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;

5.1.26 not, and ensure that that your Equity Owners with controlling Equity Interests, Affiliates, employees, and Management Company do not, engage in any conduct which we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or any of our Affiliates;

5.1.27 obtain our approval to charge any Mandatory Guest Fee at the Hotel in accordance with the Standards; and

5.1.28 [**DELETE FOR OL, QQ, UP**] not become a Competitor, or permit your Affiliate to become a Competitor, in the **[INSERT FOR HFS** upper upscale **[INSERT FOR DT** upscale **[INSERT FOR HAM,** 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).

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, which consent will not be unreasonably withheld.

6.1.2 Plans and Designs must be submitted to us in accordance with the schedule specified in the Addendum, or any PIP attached to this Agreement.

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 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. 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, and all Laws.

6.1.5 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.

6.2 Initial Hotel Work. You will perform or cause the Hotel Work to be performed in accordance with this Agreement, the approved Plans and Designs, the Manual, and any PIP attached to this Agreement. You will bear the entire cost of the Hotel Work, including the cost of the Plans and Designs, professional fees, licenses, permits, equipment, furniture, furnishings and supplies. You are solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Hotel Work, and for ensuring that all Hotel Work complies with the Standards, the Manual, any PIP, and all Laws.

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 or any PIP. You must promptly provide to us evidence satisfactory to us that the Construction Work or Renovation Work has commenced. 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 of Force Majeure, and specifying that you have used, and continue to use, reasonable endeavours to mitigate the effects of such event of Force Majeure until such event of Force Majeure ceases to exist.

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 or any PIP, as the applicable Date may be extended.

6.3.3 Despite your obligation to commence and complete Hotel Work by the agreed deadlines, we agree that the Construction Commencement Date, Renovation Commencement Date, Construction Work Completion Date, or Renovation Work Completion Date specified in the Addendum or any PIP will be automatically extended by thirty (30) days on a rolling basis, unless we provide at least sixty (60) days' notice to you that these automatic extensions of the applicable deadline no longer apply. You must obtain our approval for any further extension of the applicable deadline after receipt of our notice. We may, in our sole discretion, grant or deny approval, or condition our approval of your extension request on (a) your payment of our then-current extension fee; (b) your prompt submission of a written status of the project, including such information as we might reasonably request; and/or (c) any other conditions we consider appropriate under the circumstances.

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 your architect, general contractor or other certified professional provides us with a certificate stating that the as-built premises comply with all Laws relating to accessibility/accommodations/facilities for those with disabilities;

6.4.3.2 you have complied with all the terms and conditions in this Agreement;

6.4.3.3 your staff has received adequate training and instruction in the manner we require;

6.4.3.4 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

6.4.3.5 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 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 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. Minor 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 without our prior consent. If you wish to add additional Guest Rooms to the Hotel after the Opening Date, you must submit an application to obtain our consent, pay our then-current Room Addition Fee, and execute an amendment to this Agreement in the form required by us. 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. The Room Addition Fee is consideration for services rendered in the United State of America by us and/or our Affiliates in connection with the evaluation and processing of such application.

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, or any proposed Management Company, must be qualified to manage the Hotel. We may refuse to approve you or any proposed Management Company [**DELETE FOR OL, UP, QQ,** 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 your approved Management Company [**DELETE FOR OL, UP, QQ** becomes a Competitor, resigns or is terminated by you, or otherwise becomes unsuitable or unqualified, in our sole business judgment, to manage the Hotel during the Term, you will have ninety (90) days to retain a substitute Management Company that is acceptable to us.

8.0 PAYMENT OF FEES

8.1 **Franchise Application Fee.** You must pay to us a Franchise Application Fee in the amount specified on the Addendum. We must receive the Franchise Application Fee after expiration of the applicable waiting period as a condition to our execution of the Franchise Agreement.

8.2 **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.

8.3 **Calculation and Payment of Fees.**

8.3.1 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. For purposes of this Agreement, the conversion rate for Gross Rooms Revenue and Gross Food and Beverage Revenue into U.S. Dollars for hotels utilizing our then-current proprietary property management system shall be the daily rate of exchange reported by the Wall Street Journal in New York (or such other reference source as we may periodically specify). For hotels not utilizing our then-current proprietary property management system, the conversion of Gross Rooms Revenue and Gross Food and Beverage Revenue into U.S. Dollars shall be the rate of exchange reported by the Wall Street Journal in New York (or such other reference source as we may periodically specify) for the purchase of U.S. Dollars as of the 15th day of the month after the month in which the Gross Rooms Revenue or Gross Food and Beverage Revenue was generated.

8.3.2 The Monthly Fee**s** 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 Fee**s** for such month.

8.3.3 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.

8.3.4 In the event of fire or other insured casualty that results in a reduction of Gross Rooms Revenue **[INSERT ONLY FOR HFS** 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** 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.

8.3.5 **[INSERT ONLY FOR HFS** 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.

8.4 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.

8.5 Taxes. All fees and charges payable to us or any of our Affiliates under this Agreement, including the Franchise Application Fee and the Monthly Program Fee (but not the Monthly Royalty Fee), shall be exclusive of Taxes. The Monthly Royalty Fees payable under this Agreement shall be exclusive of any Taxes, except for any taxes in the nature of income tax imposed on measurement of net income with respect to the Monthly Royalty Fees ("**Royalty Withholdings**").

8.5.1 If we are required by any applicable law to make any deduction or withholding on account of Taxes or otherwise, excluding any Royalty Withholdings, from any payment payable to us or any of our Affiliates, you shall, together with such payment, pay such additional amount as will ensure that we or any of our Affiliates 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 we would otherwise have received as if no such Taxes or other deductions or withholdings, except any Royalty Withholding, had been required. We or the appropriate Affiliate may provide an invoice to you for any Taxes, deductions or withholdings (excluding Royalty Withholdings) that were deducted or withheld from any payment made to us or any of our Affiliates under this Agreement, which invoice you must promptly pay. Where appropriate, we shall provide you with a copy of our tax residency certificate or tax exemption documentation or any other required documentation that permits a reduced withholding tax rate to apply for payments to us, and you agree to withhold tax at the applicable reduced withholding tax rate.

8.5.2 You shall forward to us, promptly after payment (1) copies of official receipts or other evidence reasonably satisfactory to us showing the full amount of Taxes, including Royalty Withholdings, 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 we require) listing the full amount of Taxes, including Royalty Withholdings, 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: Hilton Worldwide Manage Limited, Attention: Withholding Tax Coordinator, Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ UK, or such other address that we may periodically designate.

8.6 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. The current registration and application status of the Marks in Brazil is attached as Schedule 3.

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. [**SELECT FOR LXR, UP**: You acknowledge that the following Principal Mark owned by us is still pending federal registration as of the Effective Date:

[SELECT FOR UP:]

Mark	Application Number	Registration Number	Registration Date
TAPESTRY	87241502	Pending	Pending
LXR		Pending	Pending

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 your applicable Affiliates 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 grant to the persons designated by us a special power of attorney, as broad as it may be necessary and required by law, for such purposes. 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, including the granting to us and/or our designees the necessary powers of attorney as required by applicable law, 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 disputeswith third parties 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, or maintain 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. In addition, you agree, in the event of any non-compliance with any of your obligations in this Section 9, to pay to us, as liquidated damages, the amount of $10,000 U.S. Dollars for each day that you fail or delay in complying with your obligations until full compliance therewith is given to our satisfaction, in addition to the payment of all costs and expenses, including reasonable attorneys' fees, which we or our Affiliates may incur in connection with such non-compliance.

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 At our request, you will certify the Reports as accurate in the manner we require. You must 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 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 the records 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 16.15 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 or event of Force Majeure. 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 within three (3) years of the termination date under a lease, license or franchise [**INSERT FOR HAM DT, HFS** from a Competitor. [**INSERT FOR OL, QQ, UP** under another brand.

11.3 No Extensions of Term. Nothing in this Section 11 will extend the Term.

12.0 TRANSFERS

12.1 Our Transfer.

12.1.1 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 of our Affiliates, by operation of law or otherwise, including by public offering, to any person or legal entity without your consent.

12.1.2 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.

12.2 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 and your officers, directors, partners, members, shareholders or trustees. A Transfer by you (or by an Equity Owner as of the Effective Date, or by a 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 under this Subsection 12.2, the proposed Transferee may not be a Sanctioned Person **[DELETE IF OL, QQ, UP** or a Competitor.

12.2.1 Permitted Transfers. We will permit you or any Equity Owner to engage in the Permitted Transfers set forth in this Subsection 12.2.1 if the Permitted Transfer meets the listed requirements. If a Permitted Transfer under Subsection 12.2.1.2 (requiring notice and our consent) otherwise qualifies as a Permitted Transfer under Subsection 12.2.1.1 (not requiring notice or our consent), the less restrictive provisions of Subsection 12.2.1.1 will control.

12.2.1.1 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.

12.2.1.1.1 Publicly Traded Equity Interests. A Publicly Traded Equity Interest may be Transferred.

12.2.1.1.2 Privately Held Equity Interests: Less than 35% Change. An Equity Interest that is not publicly traded may be Transferred if the transferee Equity Owner will own less than thirty-five percent (35%) of the Equity Interests, in total, immediately after the transaction.

12.2.1.1.3 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.

12.2.1.2 Permitted Transfers That Require Notice and Our Consent. We will permit you or any Equity Owner to engage in the following Permitted Transfers if the Permitted Transfer meets the listed requirements. For Permitted Transfers under this Subsection, you must: (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); provided, however, we agree to waive the processing fee for one (1) Permitted Transfer if it occurs before the Opening Date**;** (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.

12.2.1.2.1 Affiliate Transfer. You or any Equity Owner may Transfer an Equity Interest or this Agreement to an Affiliate.

12.2.1.2.2 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.

12.2.1.2.3 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.

12.2.1.2.4 Privately Held Equity Interests: 35**% or Greater Change.** You or any Equity Owner may Transfer your Equity Interests even though, after the completion of such Transfer, thirty-five percent (35%) or more of the Equity Interests will have changed hands since the Effective Date of this Agreement.

12.2.2 Change of Ownership Transfer. A Change of Ownership Transfer is any Transfer that will result in a change of Control of you, the Hotel or the Hotel Site, or is not otherwise described in Subsection 12.2.1. 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**"):

12.2.2.1 Transferee submits a completed and signed Change of Ownership Application, pays our then current franchise application fee, executes our then-current form of franchise agreement, and all required ancillary documents. If all conditions to our consent are fulfilled, the date of Closing will be the termination date of this Agreement, and the effective date of Transferee's franchise agreement;

12.2.2.2 you are not in default of this Agreement or any other agreements with us or our Affiliates;

12.2.2.3 you or Transferee pay to us, on or before the date of Closing, the PIP fee, and all amounts due to us and our Affiliates through the date of the Closing. We will estimate the amounts 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 fulfil this obligation. If our estimate of the amounts due to us exceeds the amount actually owed to us, we will refund the difference to you, generally within thirty (30) days after the date of Closing;

12.2.2.4 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;

12.2.2.5 you, Transferee and/or Equity Owner(s) of Transferee, submit to us all information related to the Transfer that we require;

12.2.2.6 Transferee meets our then-current business requirements for new franchisees; and

12.2.2.7 Transferee agrees to indemnify, hold harmless, and defend us and our Affiliates against any inquiry, investigation, suit, action, or proceeding by any Government Entity arising out of or in connection with any fees or costs charged to patrons or guests by you.

12.3 Public Offering or Private Placement.

12.3.1 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.

12.3.2 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.

12.3.3 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. You may not use any of the Marks except as legally required to describe the Hotel in these documents. Our review of the 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.

12.3.4 You may not sell any Securities unless you clearly disclose to all purchasers and offerees that we, our Affiliates, and our or their respective officers, directors, agents or employees: (a) will not in any way be deemed an issuer or underwriter of the Securities, as those terms are defined in applicable securities laws; and (b) 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. You may not state, represent, or imply that we, Hilton Worldwide, or any other of our Affiliates, participate in or endorse any Securities or any Securities offering in any manner whatsoever.

12.3.5 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 14.1 of this Agreement.

12.4 Mortgages and Pledges to Lending Institutions.

12.4.1 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.

12.4.2 You may request a "lender comfort letter" on behalf of your lender, which we will issue in a form satisfactory to us, subject to our right to charge our then-current non-refundable processing fee.

13.0 TERMINATION

13.1 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:

13.1.1 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;

13.1.2 You fail to commence or complete the Hotel Work by the applicable deadline date, including any extensions, 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;

13.1.3 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

13.1.4 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.

13.2 Immediate Termination by Us. We may immediately terminate this Agreement on notice to you and without any opportunity to cure the default if:

13.2.1 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;

13.2.2 you receive three (3) notices of material default in any twelve (12) month period, even if the defaults have been cured;

13.2.3 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;

13.2.4 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;

13.2.5 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;

13.2.6 you fail to operate the Hotel for five (5) consecutive days, unless the failure to operate is due to an event of Force Majeure, provided that you have taken reasonable steps to minimize the impact of such events;

13.2.7 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;

13.2.8 you or any Equity Owner with a controlling Equity Interest, or any of your Affiliates, employees, or Management Company, engage in conduct that we reasonably determine is likely to adversely reflect upon or affect in any manner the reputation, goodwill, or business of the Hotel, the System, us and/or any of our Affiliates;

13.2.9 you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;

13.2.10 any Transfer is not in compliance with Section 12 and its subparts;

13.2.11 you, your Affiliate or any Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or fail to comply with the provisions of Subsection 16.13;

13.2.12 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;

13.2.13 any Guarantor breaches its guaranty to us;

13.2.14 a threat or danger to public health or safety results from the construction, maintenance, or operation of the Hotel.

13.2.15 [**DELETE FOR OL, QQ, UP** you, your Affiliate or a Guarantor become a Competitor except as otherwise permitted by Subsection 5.1.28.

13.3 Interim Remedies. If we send you a notice that 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 Your Agreements.

13.3.1 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.

13.3.2 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. 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.

13.3.3 You agree that our exercise of the right to Interim Remedies will not result in actual or constructive termination or abandonment of this Agreement, and that our right to 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 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.

13.4 Liquidated Damages on Termination.

13.4.1 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:

13.4.1.1 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 DT, HAM, HFS** the System's Average Monthly Royalty Fees multiplied by sixty (60). **[SELECT FOR OL, QQ** $11,200 multiplied by the number of approved Guest Rooms at the Hotel. **[SELECT FOR UP** $10,000 multiplied by the number of approved Guest Rooms at the Hotel.

13.4.1.2 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 **[SELECT FOR DT, HAM, HFS** the System's Average Monthly Royalty Fees multiplied by sixty (60). **[SELECT FOR OL, QQ** $11,200 multiplied by the number of approved Guest Rooms at the Hotel. **[SELECT FOR UP** $10,000 multiplied by the number of approved Guest Rooms at the Hotel.

13.4.1.3 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 **[SELECT FOR DT, HAM, HFS** 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 OL, QQ** 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 UP** 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.

13.4.1.4 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).

13.4.1.5 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.

13.4.2 Payment of Liquidated Damages. Payment of Liquidated Damages is due thirty (30) days following termination of this Agreement or on demand.

13.5 Actual Damages Under Special Circumstances. You acknowledge that the Liquidated Damages described in Subsection 13.4 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:

13.5.1 within twelve (12) months of each other, [**SELECT FOR DT, HFS, OL, QQ** two (2) [**SELECT FOR UP** five (5) [**SELECT FOR HAM** 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

13.5.2 [**DELETE FOR OL, QQ, UP** this Agreement terminates due to an unapproved Transfer: (a) to a Competitor, or (b) to a buyer that converts the Hotel to a Competing Brand within two (2) years from the date this Agreement terminates.

13.6 Your Obligations on Termination or Expiration. On termination or expiration of this Agreement, you will immediately:

13.6.1 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;

13.6.2 cease operating the Hotel as a System Hotel and cease using the System;

13.6.3 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;

13.6.4 cease representing yourself as then or formerly a System Hotel or affiliated with the Brand or the Network;

13.6.5 return all copies of the Manual and any other Proprietary Information to us;

13.6.6 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

13.6.7 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.

13.6.8 If within thirty (30) days after termination or expiration of this Agreement, you fail to comply with this Section 13.6, you agree to pay to us, as Liquidated Damages for failing to perform your obligations when due, the amount of $10,000 U.S. Dollars for each day that you fail or delay in complying with your obligations until full compliance therewith is given to our satisfaction, in addition to the payment of all costs and expenses, including reasonable attorneys' fees, which we and/or our Affiliates may incur in connection with such non-compliance.

14.0 INDEMNITY

14.1 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:

14.1.1 any breach by you of this Agreement, the Manual or the Standards;

14.1.2 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;

14.1.3 any claimed occurrence at the Hotel including personal injury, death or property damage;

14.1.4 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;

14.1.5 your alleged or actual violation or breach of any contract (including any group sales agreement for the System), any Law, or any industry standard;

14.1.6 any business conducted by you or a third party in, on or about the Hotel or Hotel Site;

14.1.7 your failure to comply with Subsection 16.13, including a breach of the representations set forth therein; and

14.1.8 any inquiry, investigation, suit, action, or proceeding by any Government Entity arising out of or in connection with any fees or costs charged to patrons or guests by you, and if you acquired

the Hotel in a Change of Ownership Transfer, by the previous owner (your transferor) before you acquired ownership of the Hotel.

14.2 You do not have to indemnify an Indemnified Party to the extent damages otherwise covered under this Section 14 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.

14.3 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.

14.4 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.

14.5 Your obligations under this Section 14 will survive expiration or termination of this Agreement.

15.0 RELATIONSHIP OF THE PARTIES

15.1 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.

15.2 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.

16.0 MISCELLANEOUS

16.1 Severability and Interpretation.

16.1.1 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.

16.1.2 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.

16.1.3 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.

16.2 Governing Law, Jurisdiction and Venue.

16.2.1 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 Territory that would not otherwise apply absent this Subsection 16.2.1.

16.2.2 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 Territory 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. Notwithstanding the foregoing, the parties agree that actions initiated or maintained by us for temporary remedies, injunctive or other equitable relief (or the equivalent thereof under the laws of the Territory) may be brought in any competent court or other governmental agency or authority. In addition, we may, in our sole discretion, bring any other cause of action relating to this Agreement in the competent courts located in the Territory. Notwithstanding such election, the choice of substantive law made by the parties pursuant to this Subsection 16.2 shall continue to apply.

16.3 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.

16.4 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.

16.5 Amendment and Waiver.

16.5.1 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.

16.5.2 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.

16.6 Consent; Business Judgment.

16.6.1 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.

16.6.2 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.

16.7 Notices. All notices under this Agreement must be in writing.

16.7.1 Principal Legal Correspondent ("PLC"). You must designate a single Person to be your duly authorized representative to issue and receive notices as described in Subsection 16.7.2. Your designee will be your PLC under this Agreement. You may have only one PLC. The notice address for your PLC may not be a P.O. Box, and the notice address for your PLC may not be the same as the Hotel address. The notice address for your PLC will be set forth initially on the Addendum to this Agreement. If you want to change the person designated as your PLC, or the address or email for notice to your PLC, you may do so at any time by sending a notice to us in accordance with Subsection 16.7.3.

16.7.2 Notices of Default and Termination, or Threatened Litigation. Any notice from you or from us declaring default of a provision of this Agreement, or potential or final termination of this Agreement, must be delivered in person, or by prepaid overnight courier delivery service, or by prepaid overnight United States mail, or by prepaid certified United States mail, return-receipt requested, if overnight delivery is not available to the notice address. We will send notices under this Subsection only to your PLC. You must send notices to us under this Subsection as follows: Hilton Worldwide Manage Limited, Attention: General Counsel, Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire, UK WD24 4QQ. Notice sent under this Subsection will be deemed effective on the earlier of: (a) receipt, or first refusal of delivery; (b) one (1) day after posting, if sent by overnight commercial delivery service; or (c) three (3) days after placement in Territory mail if overnight delivery is not available, return receipt requested.

16.7.3 Other Notices: If a Party wishes to send a notice to the other Party regarding any issue other than those issues specified in Subsection 16.7.2, the Party may send the notice by any method described in Subsection 16.7.2, or by email. You may send notices under this Subsection to us to: Legal.Development@hilton.com or such other email address as we may periodically designate by notice to you. You may periodically designate additional Persons to receive other types of notices from us by the

methods we periodically specify. We may send notices to you under this Subsection to the email address designed for your PLC, or to the email address for other persons you designate for these notices.

16.8 General Release. 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 release, remise, acquit and forever 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.

16.9 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.

16.10 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.

16.11 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:

16.11.1 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;

16.11.2 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;

16.11.3 you have the full legal power authority and legal right to enter into this Agreement;

16.11.4 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;

16.11.5 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 Territory in which you are organized, and are and will be authorized to do business in the Territory in which the Hotel is located;

16.11.6 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

16.11.7 you hereby indemnify and hold us harmless from any breach of these representations and warranties, which will survive the termination of this Agreement.

16.12 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original, and the Parties agree to conduct the transaction by electronic means.

16.13 Sanctioned Persons and Anti-bribery Representations and Warranties.

16.13.1 You represent, warrant and covenant to us and our Affiliates, on a continuing basis, that:

16.13.1.1 neither you, nor any Person having Control over you or the Hotel, is a Sanctioned Person;

16.13.1.2 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 Sanctioned Person;

16.13.1.3 neither you, nor any Person having Control over you or the Hotel, 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;

16.13.1.4 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 Territory or the United States of America, and that you are not engaging in this transaction in furtherance of a criminal act;

16.13.1.5 in preparation for and in entering into this Agreement, neither you, nor any Person having Control over you or the Hotel, has 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, neither you nor any Person having Control over you or the Hotel will 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;

16.13.1.6 neither you, nor any Person having Control over you or the Hotel who may be considered a Government Entity or Government Official, improperly uses 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

16.13.1.7 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 16.13.

16.13.2 You will notify us in writing immediately on the occurrence of any event which would render the foregoing representations and warranties of this Subsection 16.13 incorrect.

16.13.3 If we believe that you may not be in compliance with any of the covenants, representations and warranties set forth in this Subsection 16.13, we will advise you of our belief, and you must (a) cooperate with any and all reasonable information and documentation requests and inquiries, including requests for execution of certificates of compliance, and (b) 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.

16.14 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.

16.15 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.

16.16 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.

16.17 Our Delegation of Rights and Responsibility. In addition to the rights granted to us in Section 4 and Subsection 12.1 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.

16.18 Confidentiality of Negotiated Terms. You agree that you will not disclose to any Person the content of any negotiated terms of this Agreement or Your Agreements without our prior consent except: (1) as required by Law; (2) as may be required in any legal proceedings; and (3) to those of your officers, directors, managers, members, shareholders, employees, attorneys, accountants, agents or lenders to the extent necessary for the operation or financing of the Hotel, and only if you inform such Persons of the confidentiality of the negotiated provisions. Any disclosure of negotiated terms by you, or by any such Persons, without our consent will be deemed a default under this Agreement.

16.19 Currency. Unless otherwise expressly specified, all references to amounts in this Agreement are deemed to be references to U.S. Dollars (legal currency of the United States of America). Furthermore, all amounts payable hereunder will be paid in U.S. Dollars, unless we specify otherwise.

16.20 English Language. This Agreement is entered into in English. The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including all future notices, have been and shall be drawn up in the English language only. Notwithstanding the forgoing, we may translate this Agreement into another language in connection with any registration of this Agreement (or any other similar filing) with any Government Entity. We shall own any such translation. Regardless of any translation of this Agreement, the English version of this Agreement shall control for all purposes.

16.21 Delivery of Franchise Disclosure Document and Agreement. Notwithstanding the choice of New York law pursuant to Section 16.2.1 to govern this Agreement, you and we acknowledge and agree that any United States of America Franchise Disclosure Document for the Brand is not applicable to a franchise agreement for the Territory and we did not, therefore, provide a United States of America Franchise Disclosure Document to you. You acknowledge delivery and receipt of a Franchise Disclosure Document for the Territory, which you acknowledge and agree complies with the requirements of Brazilian Law 8955/94 (the *Franchise Law*) adopted on December 15, 1994, and effective on February 14, 1995. You and each of your owners listed in Schedule 2 have had a full and adequate opportunity to read and review such Brazil Franchise Disclosure Document and the Agreement, and to be thoroughly advised by legal counsel or representative, or have chosen not to do so without any influence by us. You further acknowledge that you (and your legal counsel or representative, if applicable) are fluent in the English language, and that you understood all of the items of information contained in the Franchise Disclosure Document delivered to you before execution of this Agreement.

16.22 Registration of Agreement. We may register this Agreement (and/or make any other similar filings, or require you to make any such filings) with any Government Entity, including but not limited to the Brazilian National Institute of Industrial Property and/or the Brazilian Central Bank as required by Brazilian law or as we otherwise deem appropriate. At your own expense you will cooperate with all requests made by us relating to such registrations or filings, and will promptly pay or reimburse us for all costs associated with such registrations and filings, including but not limited to translation costs, upon our request.

17.0 WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES

17.1 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.

17.2 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.

[SELECT THE APPROPRIATE PARAGRAPH 19; DELETE ALL HIGHLIGHTED LANGUAGE AND UPDATE TABLE OF CONTENTS]

18.0 NOTICE OF INTENT TO MARKET

[**SELECT FOR DT, HAM, OL, QQ, UP** Except in the case of a Transfer governed by Subsection 12.2.1 of this Agreement, if you or a Controlling Affiliate want to Transfer any Equity Interest, you must give us written notice, concurrently with beginning your marketing efforts.

18.0 RIGHT OF FIRST OFFER [SELECT FOR HFS

18.1 Except in the case of a Transfer governed by Subsection 12.2.1 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 ("**Marketed Interest**"), you or the Controlling Affiliate shall notify us in writing of such offer ("**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. You or the Controlling Affiliate will provide us with all information and documentation relating to the Marketed Interest that we request.

18.2 We or our designee(s) shall have the right, exercisable within thirty (30) days after receipt of all requested documentation and information from you ("**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).

18.3 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.

18.4 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.

18.1 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 12.2.3 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 18.

19.0 KEY MONEY/DEVELOPMENT INCENTIVE NOTE

You and any co-makers must execute the Development Incentive Note attached to this Agreement as Exhibit [_ contemporaneously with your execution of this Agreement. Within thirty (30) days after you open the Hotel with our consent, we will pay to you [_____ Dollars ($__) as a development incentive.

In connection with this Agreement or the performance of its obligations under this Agreement, you will not use any portion of the development incentive to make, provide, offer to make, or authorize, directly or indirectly, an Improper Payment or engage in any acts or transactions otherwise violating any Anti-Corruption Laws. If we have any basis for a reasonable belief that you have used the development incentive in violation of any Anti-Corruption Laws, we will advise you of this belief and you will cooperate with any and all reasonable information and document requests and inquiries, including requests for execution of certificates of compliance, and 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.

This Agreement continues with an Addendum, which is part of the Agreement.

ADDENDUM TO FRANCHISE AGREEMENT

Effective Date:	**[**
Facility Number:	**[**
Franchisor Name:	**Hilton Worldwide Manage Limited**
Brand:	**[SELECT:** **Curio Collection by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Curio," "Collection," or "Hilton" as any part of their brand name. **DoubleTree by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "DoubleTree" or "Hilton" as any part of their brand name. **DoubleTree Suites by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "DoubleTree," "Suites," or "Hilton" as any part of their brand name. **Hampton Inn by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Hampton" or "Hilton" as any part of their brand name. **Hampton Inn & Suites by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the words "Hampton," "Suites," or "Hilton" as any part of their brand name. **Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the word "Hilton" as any part of their brand name. **LXR**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the initials or words "LXR" or "Hilton" as any part of their brand name. **Tapestry Collection by Hilton**, as that name is used to identify the chain of hotels operated under the Standards. The Brand does not mean Hilton Worldwide, its Affiliates, or any other brands, product lines, or chains of hotels that include the

	words “Tapestry,” “Collection,” or “Hilton” as any part of their brand name.
Initial Approved Hotel Name (Trade Name):	**[**
Principal Mark in Brand:	**[SELECT:** **Curio** **DoubleTree** **Hampton** **SELECT FOR HFS HGI: Hilton** **LXR** **Tapestry™**
Franchisee Name and Address (Attn: Principal Legal Correspondent):	**[**
Address of Hotel:	**[**
Initial Number of Approved Guest Rooms:	**[**
Plans Submission Dates:	
Preliminary Plans:	**[Due four (4) months from the Effective Date]**
Design Development (50%) Plans and Specifications:	**[Due eight (8) months from the Effective Date]**
Final (100%) Plans and Specifications:	**[Due twelve (12) months from the Effective Date]**
Construction Commencement Date:	**[HAM : Due fifteen (15) months from the Effective Date** **[DT HFS OL QQ UP: Due Sixteen (16) months from the Effective Date** **[If Adaptive Reuse, include:** **For the Hotel to be considered under construction, you must have: (a) submitted final plans to us, (b) received our approval of your final plans, (c) submitted to us a building permit for Hotel construction, and (d) substantially completed, to our satisfaction: (i) exterior demolition, if applicable, and (ii) interior demolition and construction of new permanent interior walls.**
Construction Work Completion Date:	**[HAM : Due twenty-seven (27) months from the Effective Date** **[DT HFS OL QQ UP: Due thirty-six (36) months from the Effective Date**
Renovation Commencement Date:	**[**

Renovation Work Completion Date:	**[**
Expiration Date:	**[SELECT:** **New Construction – At midnight on the last day of the month [HAM: twenty-two (22) years from the [SELECT: Effective Date] [Opening Date] [DT HFS OL QQ UP: twenty-three (23) years from the [SELECT: Effective Date] [Opening Date]** **Conversion – At midnight on the last day of the month SELECT: ten (10) to twenty (20) years from the Opening Date** **Change of Ownership – Remaining Term under the existing franchise agreement**
Monthly Fees:	
[**DELETE UNLESS HFS** Monthly Food and Beverage Fee:	**Three percent (3%) of the Hotel's Gross Food and Beverage Revenue for the preceding calendar month.**
Monthly Program Fee:	**[SELECT FOR DT HAM HFS OL QQ UP: Four percent (4%) of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month.** **[SELECT ONLY IF EARLY RL AND PREVIOUS MONTHLY PROGRAM FEE WAS LOWER: From the Effective Date through [Expiration Date of prior FA, you will pay [____ percent (_%) ("Discounted Fee") of the Hotel's Gross Rooms Revenue ("GRR") for the preceding calendar month; then, from [Expiration Date of prior FA to the end of the Term, you will pay [____ percent (_%) of GRR. The Discounted Fee will not be used as a base for purposes of calculating any changes to the Monthly Program Fee during the Term.** **ALWAYS INCLUDE:** The Monthly Program Fee is subject to change by us. Any change may be established in the Standards, but the rate will not exceed the standard Monthly Program Fee as of the Effective Date plus one percent (1%) of the Hotel's GRR during the Term.
Monthly Royalty Fee:	**[SELECT FOR DT HFS OL QQ UP:** **Five percent (5%) of the Hotel's GRR for the preceding calendar month**
Monthly Royalty Fee:	**[SELECT FOR HAM:** **Six percent (6%) of the Hotel's GRR for the preceding calendar month.** **[IF HAM ENTERING INTO A RL FA (NOT A COO) UNDER FA EXECUTED BEFORE 4/1/05, USE THE FOLLOWING** **Three percent (3%) of the Hotel's Gross Food and Beverage Revenue for the preceding calendar month.**

INCLUDE ONLY FOR HFS:
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 **[SELECT Effective Date (being _____)] [Opening Date, but in no event later than _____]** ("**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 a [**SELECT** ___ mile radius of the Hotel, the center point of which is the front door of the Hotel **("Restricted Area")**. **[SELECT** Restricted Area described as follows, and as set forth on Exhibit [__: [INSERT DESCRIPTION**.**

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 any: (1) hotel(s) or motel(s) under brands other than the Brand; (2) hotel(s) or motel(s) that will not begin operating under the Brand until after the expiration of the Restrictive Period; (3) gaming-oriented hotels or facilities using the Brand; (4) shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Brand; and (5) 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. **[INSERT FOR HFS** You acknowledge and agree that this restriction does not apply to any "Signia Hilton" or "Signia by Hilton" brand hotel.]

[IF HAM/HIS USE THIS RAB LANGUAGE INSTEAD

Notwithstanding the provisions of Section 2 of this Agreement, from the Effective Date until midnight on the day before the ____ anniversary of the [**SELECT Effective Date (being _____**)] [**Opening Date, but in no event later than _____]** ("**Restrictive Period**"), neither we nor any of our Affiliates will open, or allow to open, a hotel or motel under the Hampton, Hampton Inn or Hampton Inn & Suites brands (collectively, **"Restricted Brands")**, as such Restricted Brands' names may be periodically changed by us, within a [**SELECT** ___ mile radius of the Hotel, the center point of which is the front door of the Hotel **("Restricted Area")**. **[SELECT** Restricted Area described as follows, and as set forth on Exhibit [__: [INSERT DESCRIPTION**.**

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 Restricted Brands 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 Restricted Brands. The restrictions also do not apply to any: (1) hotel(s) or motel(s) under brands other than the Restricted Brands; (2) hotel(s) or motel(s) that will not begin operating under the Restricted Brands until after the expiration of the Restrictive Period; (3) gaming-oriented hotels or facilities using the Restricted Brands; (4) shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Restricted Brands; and (5) 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 Restricted Brands name or any other name.

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.

[IF RL Amendment and Restatement. This Agreement replaces the franchise agreement dated [INSERT DATE ("**Original Agreement**") by and between us (or our Affiliate) and you (or your Affiliate) with respect to the Hotel. The Original Agreement will be superseded and have no further force or effect as of the Effective Date of this Agreement, except those provisions expressly intended to survive termination or expiration of the Original Agreement. To the extent there are outstanding obligations to us or our Affiliates under the Original Agreement, you acknowledge and agree that you are directly responsible, jointly and severally, for all such obligations under the Original Agreement existing at or accruing after the execution of this Agreement.

[IF COO 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 accrue after the Effective Date of this Agreement.

[IF SITE CONTROL NOT CONFIRMED ON EFFECTIVE DATE Before commencement of Construction Work, but not later than the Construction Completion Deadline, you must submit to us evidence satisfactory to us showing your title to, or long term possessory interest in, the real property on which the Hotel will be sited (i.e. a conformed copy of the deed, or ground lease submitted for recording, or like document) in accordance with Subsections 5.1.15 and 5.1.16 of the Agreement.

[IF TIC You acknowledge and agree that: (1) each of you is jointly, severally, individually and collectively responsible for the Franchisee's obligations under this Agreement; (2) your obligations and liability to us is not limited by your tenant-in-common structure; (3) the transfer provisions of this Agreement apply to each of you; (4) [_____] is deemed to be your Controlling Affiliate; and (5) the Hotel has a single designated Principal Legal Correspondent, as named above, whom we will notify for all purposes under this Agreement.

Your Ownership Structure:

See Attached Schedule 1

[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

[IF KEY MONEY **EXHIBIT** _ – DEVELOPMENT INCENTIVE NOTE

[IF APPLICABLE EXHIBIT _ – SHARED FACILITIES ADDENDUM

[ONLY IF NOT A RADIUS **EXHIBIT** _ – RESTRICTED AREA MAP

[IF APPLICABLE **EXHIBIT** _ – PRODUCT IMPROVEMENT PLAN

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:	**FRANCHISOR:**
[INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]	HILTON WORLDWIDE MANAGE LIMITED, a limited company formed under the laws of England and Wales
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: Authorized Signatory
Executed on: _____	Executed on: _____

NOTARY CERTIFICATE FOR FRANCHISOR

STATE OF)
) ss:
COUNTY OF)

Personally appeared before me this _____day of _____, 20___, the above-named _____, to me known to be the person who executed the foregoing Franchise Agreement, being first duly sworn, stated upon oath that s/he executed the document for the purposed therein stated.

(SEAL) Notary Public:_____

My Commission Expires:_____

NOTARIAL CERTIFICATION FOR FRANCHISEE

To be signed before Brazilian Notary Public – Remainder of Page Reserved for Notarial Certification

SCHEDULE 1

Your Ownership Structure:

Name (Shareholder, Partner, Member and Manager)	**Nature of Ownership Interest**	**% Interest**	**% Interest**	**% Interest**	**% Interest**

SCHEDULE 2

Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:

Name (Shareholder, Partner, Member and Manager)	Nature of Ownership Interest	% Interest	% Interest	% Interest	% Interest

SCHEDULE 3

SCHEDULE OF TRADEMARKS

We hold the rights to the trademarks and service marks listed in the table below (and any additional trademarks and services noted in the Franchise Disclosure Document for the Territory provided to you), which are registered in Brazil. These trademarks were assigned to us from Hilton International IP Holding Limited in June 2017, and those assignments are being filed for recording in the trademark office.

[SELECT BRAND]

[HFS]

Mark	Registration Number	Registration Date
HILTON	6375499	10 July 1986
HILTON	819279412	15 February 2011
STYLIZED H design	820857467	10 July 2001
STYLIZED H design	820857475	10 July 2001
STYLIZED H design	820857483	17 July 2001

[HAM]

Mark	Registration Number	Registration Date
HAMPTON INN (block)	811468054	02/21/85
HAMPTON INN (design)	816972400	08/23/1994

We also hold the right to the following trademarks, for which applications are pending in Brazil.

Mark	Application Number	Application Date
HAMPTON BY HILTON (block)	902153439	11/30/2009
HAMPTON BY HILTON (design)	902153625	11/30/2009

[DT]

Mark	Registration Number	Registration Date
HILTON (word)	6375499	July 10, 1986
DOUBLETREE BY HILTON (word)	901812099	May 22, 2012

We also hold the right to the following Mark, for which an application is pending in Brazil.

Mark	Application Number	Application Date
D with TREE DESIGN	903440563	March 4, 2011

[QQ]

Mark	Registration Number	Registration Date
HILTON	6375499	10 July 1986
HILTON	819279412	15 February 2011
CURIO	840823479	1 November 2016
CURIO	840823487	1 November 2016
CURIO	840823495	1 November 2016

[INSERT FOR ALL BRANDS]

In the future, we may transfer the Marks to other affiliates for administrative purposes periodically. If the Marks are transferred to any affiliates, we will continue to have a license to use and sublicense the Marks in our business, and your license to use the Marks will not be disturbed.

[ALSO INSERT FOR DT]

Hilton Hospitality, Inc. ("HHI") held a trademark registration for DOUBLETREE in Brazil beginning October 18, 2005, in Class 43 *for providing food and drink; temporary accommodation* with the specification to *motel and hotel services; restaurant services and furnishing of meals, Registration Number 820731080*. On November 7, 2006, the Industrial Property Review ("RPI") published an administrative process for annulment filed by Blue Tree Hotels & Resorts do Brasil S/A against the DOUBLETREE trademark registration claiming that it is a reproduction of its BLUETREE trademark registered on January 11, 2000, in Class 38: 50-60 *for services of communication, publicity, advertising, transport, storage, package, hotels and alimentation in general; services of alimentation*. HHI filed a reply petition on January 4, 2007, to contest the administrative proceeding and stating that there is a difference in meaning between the two subject trademarks and were registered in different classes of service. The Brazilian Institute of Industrial Property ("INPI") granted the nullity and the DOUBLETREE registration was cancelled January 27, 2009. Accordingly, HLT International IP LLC, our predecessor, filed a new application for the word and design to replace the cancelled DOUBLETREE registration and for the letter D and Tree Design, as shown in the above table. The first Mark matured to registration in 2012. If unopposed, the second Mark is expected to mature sometime in 2017. These are the Marks licensed to you under the Franchise Agreement.

EXHIBIT - __

SHARED FACILITIES ADDENDUM TO FRANCHISE AGREEMENT

You and we are parties to a franchise agreement dated _____ ("**Agreement**"), which provides, among other things, for the operation of the (proposed) [insert Hotel #1 name _____ hotel located or to be located at [Insert Hotel #1 address ____ ("**Hotel**").

You (or your Affiliate) and we are also parties to a franchise agreement dated _____ ("[Insert Brand #2 _____ **Agreement**") for the operation of the (proposed) [insert Hotel #2 name _____ hotel located or to be located at [Insert Hotel #2 address ____ ("Insert Brand #2 _____ **Hotel**").

You requested that the Hotel and the [Insert Hotel #2 ___] Hotel (collectively, "**Sharing Hotels**"), which are [or, will be] [Select: part of the same building structure, [located in buildings adjacent to one another, be permitted to jointly utilize certain shared hotel facilities and offer to their guests the use of certain shared amenities ("**Shared Facilities**") in accordance with the terms of this Addendum ("**Shared Facilities Arrangement**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we agree that the following provisions are incorporated into and made a part of the Agreement:

1) We give our consent for the Hotel and the [Hotel #2 Hotel to jointly utilize the Shared Facilities identified during our review and approval of the Plans and Designs for the Hotel and the [Hotel #2 Hotel.

2) Our consent is contingent upon you (or your Affiliate) executing a Shared Facilities Addendum to the [Hotel #2 Agreement on the same terms contained in this Addendum.

3) We expressly reserve the right to withdraw our consent and, on notice, require you to discontinue the Shared Facilities Arrangement if:

   a) we determine that such participation is detrimental to the operation of the Hotel, the guest experience, or the goodwill and reputation of the Brand and/or the Marks;

   b) any of the Shared Facilities fail to meet System Standards as set forth under the Agreement and/or the [Hotel #2 Agreement;

   c) either the Agreement or the [Hotel #2 Agreement is terminated for any reason;

   d) You Transfer a controlling Equity Interest in you, the Hotel Site, or the Agreement, without simultaneously selling, leasing, assigning, or Transferring a controlling Equity Interest in you (or your Affiliate controlling [Hotel # 2 Hotel), the [Hotel # 2 Hotel Site, or the [Hotel # 2 Agreement, to the same transferee or a transferee under common control with such transferee. Any Transfers are subject to the Transfer provisions of the Agreement. Failure to comply with the Transfer provisions is a material breach of the Agreement.

   If we withdraw our consent pursuant to this paragraph, to the extent that the Shared Facilities are part of Standards, you shall immediately make arrangements to either procure the Shared Facilities, or to construct comparable facilities and amenities, for the exclusive use of the Hotel. Your failure to procure the Shared Facilities or construct comparable facilities and amenities to meet Standards is deemed to be a default that may result in the termination of the Agreement. If the Shared Facilities are no longer a part of the Hotel, you are responsible for immediately removing any Marks or distinctive System features associated with the Brand from any of the Shared Facilities that are accessible to or visible by Hotel guests, and removing all other indicia that the Hotel had joint possession or use of the Shared Facilities with the [Hotel # 2 Hotel.

4) So long as the Shared Facilities Arrangement is in place, any new franchise agreement executed in connection with a Transfer, or any successor franchise agreement executed between you and us must contain the provisions set forth in this Addendum. You acknowledge and agree that your refusal to include these restrictions in a successor franchise agreement will constitute a valid and reasonable basis for us to refuse to grant such successor franchise agreement. You acknowledge and agree that a proposed transferee's refusal to include these restrictions in a new franchise agreement will constitute a valid and reasonable basis for us to deny our consent to such Change of Ownership Transfer.

5) You acknowledge and agree that any Default under the [Hotel #2] Agreement shall constitute a simultaneous Default of the Agreement, and termination of the [Hotel #2] Agreement pursuant to such Default shall constitute a valid basis for termination of the Agreement.

6) All questions with respect to the construction of this Addendum and the rights and liabilities of the parties under this Addendum shall be governed by the internal laws of the state designated in the Agreement. A breach of any provision of this Addendum is a breach of the Agreement. Any action or proceeding related to or arising out of this Addendum shall be submitted and resolved exclusively by a court of competent jurisdiction located in the forum designated in the Agreement.

7) All capitalized terms not expressly defined in this Addendum shall have the meanings set forth in the Agreement. Except as expressly modified by this Addendum, the Agreement remains unmodified and in full force and effect.

8) This Addendum may be executed in counterparts, and delivered by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT D-1

EXHIBIT __

DEVELOPMENT INCENTIVE NOTE

McLean, Virginia

$[insert amount] **Date: [insert 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 IN WORDS ($[INSERT NUMERICAL 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) [UPDATE IF FA TERM IS NOT 20 YEARS] 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 automatically be canceled and discharged when and if the principal is completely forgiven in accordance with these terms.

If a Termination of the Franchise Agreement occurs for any reason; or 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 before the principal is forgiven, then 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 under this paragraph, 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. 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. 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 dishonor 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

[REQUIRED IF PRINCIPAL OF NOTE IS $1,000,000 OR MORE:
Co-Maker

EXHIBIT E

GUARANTY OF FRANCHISE AGREEMENT

[Insert Hotel Name]

THIS DOCUMENT AFFECTS AND WAIVE IMPORTANT RIGHTS OF THE PERSONS AND ENTITIES SIGNING IT.

THIS GUARANTY OF FRANCHISE AGREEMENT ("**Guaranty**") is executed by _____, a _____ ("**Guarantor**"), in favor of Hilton Worldwide Manage Limited, a limited company formed under the laws of England and Wales ("**Franchisor**"), as consideration of and as an inducement to Franchisor to execute the franchise agreement dated as of _____ (referred to in this Guaranty collectively, along with all applicable amendments, addenda, riders, supplemental agreements and assignments, as the "**Franchise Agreement**"), between Franchisor and _____ ("**Franchisee**") as of _____ ("**Effective Date**"). 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 amounts due and 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.

5. Additional Provisions.

(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 Manage Limited
Maples Court, Central Park
Reeds Crescent
Watford, Hertfordshire WD24 4QQ UK

If to Guarantor: _____
_____
_____
Phone: (___) _____
Fax: (___) _____

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. 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 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 Guarantor's 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 Territory or 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, Guarantor 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 any of its direct or indirect shareholders (including legal or beneficial shareholders), officers, directors, employees, agents or other persons designated by Guarantor to act on its 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 Subsection5(d); and (ix) will notify Franchisor in writing immediately on 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 that would not otherwise apply absent this Section.

7. Jurisdiction and Venue. The parties agree that any action related to this Guaranty, any breach of this Guaranty, the relationship among or between Franchisor, Franchisee and Guarantor, and all disputes among or between Franchisor, Franchisee and Guarantor, whether sounding in contract, tort or otherwise, 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 Fairfax County, Virginia or New York, New York; provided, however, that Franchisor may, in its sole discretion, elect to pursue any claim relating to the Guaranty in any competent court having jurisdiction in the domicile of Guarantor in Brazil. Guarantor consents to personal jurisdiction and venue in these jurisdictions and waives and agrees not to assert, move or otherwise claim that the venue in 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.

9. Registration. For purpose of enforcing this Guaranty in Brazil, Guarantor shall cause the registration of this Guaranty, together with its Portuguese translation, made by a Brazilian sworn public translator, with the relevant Documents Registry (***Registro de Titulos e Documentos***) in Brazil.

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. GUARANTOR FURTHER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND EFFECT OF THIS DOCUMENT BEFORE SIGNING IT.

SIGNATURE BLOCK ON FOLLOWING PAGE

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the Effective Date.

GUARANTOR:	**GUARANTOR:**
_____, a _____	
By: _____	_____
Name: _____	Name: _____
Title: _____	Individually
Witness:	**Witness:**
_____ (Signature)	_____ (Signature)
Name: _____	Name: _____
Address: _____	Address: _____
Phone Number: _____	Phone Number: _____
ID Number: _____	ID Number: _____

NOTARIAL CERTIFICATION FOR GUARANTOR

To be signed before Brazilian Notary Public – Remainder of Page Reserved for Notarial Certification

EXHIBIT F

This application is to be completed online via the Hilton Application Tracker (HAT) internet portal. The online version may appear in a different format. Alternatively, we may provide a paper application. We may update or modify this application at any time.

HOTEL PROJECT APPLICATION

This Hotel Project 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. Each part of this Application must be completed. All information must be legible and in English. Please type or print the information in each part of the Application. For your convenience, this Application may be filled out electronically, saved and printed.

3. Attach supporting documents/information indicated in each part of the Application. If any part of 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. The 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. A check (or wire transfer) for the Application Fee ("**Application Fee**") must be submitted with the Application. The Application Fee must be paid for us to accept and process your Application in the United States of America. Attached to this Application is an invoice for the Application Fee. Please be sure to retain the attached invoice. Please confirm the amount of your franchise application fee (stated in U.S. Dollars) with your Developer.

NOTE: APPLICANT SHOULD NOT SIGN OR SUBMIT THIS APPLICATION OR PAYMENT OF THE APPLICATION FEE UNTIL AT LEAST THE DAY AFTER THE 10TH FULL CALENDAR DAY AFTER THE DATE APPLICANT RECEIVED THE DISCLOSURE DOCUMENT AND SIGNED A RECEIPT.

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:

Applicant	**Signers**
Individual(s)	Each Individual
Corporate Entity	President, Vice President or other authorized officer
General Partnership	Each General Partner
Limited Partnership	Any General Partner
Limited Liability Company	Managing Member(s) or other authorized Member(s)
Trust	Trustee(s)
Estate	Executor or Administrator

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** by Applicant (see instructions).

☐ Application Letter signed and dated no earlier than the day after the **10th full calendar day** after the date the Applicant received the Disclosure Document, along with the remaining completed Application pages.

☐ Application Fee dated and/or received no earlier than the day after the **10th full calendar day** after the date the Applicant received the Disclosure Document.

☐ 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 the fee title holder or lessor/sublessor of the 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: Hotel Project Application Letter

Name of Applicant:	("Applicant")
Location:	("Location")

BRAND (check one):

	Canopy by Hilton		Embassy Suites*		Hilton
	Conrad		Hampton Inn*		Hilton Garden Inn
	Curio Collection by Hilton		Hampton Inn by Hilton		Homewood Suites by Hilton
	DoubleTree by Hilton		Hampton Inn & Suites*		LXR Hotels & Resorts
					Tapestry Collection by Hilton

*** Brand may include "by Hilton" tagline in Franchisor's sole discretion.**

This hotel project application letter ("**Application Letter**") is provided to HILTON WORLDWIDE MANAGE LIMITED, a United Kingdom limited partnership ("**Franchisor**"), an indirect subsidiary of HILTON WORLDWIDE HOLDINGS INC., a Delaware corporation ("**Hilton Worldwide**") to consider and process an application for a franchise to operate a hotel under the Brand at the Location ("**Hotel**"). Hilton Worldwide's present or future subsidiaries and affiliates and direct or indirect owners are referred to as the "**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 about Franchisor's system for the Brand, including the Disclosure Document, 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 a 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. The Application Fee is paid for us to accept and process your Application in the United States of America. Payment is due with the Application in accordance with the attached invoice. The Application Fee shall be grossed up and be received net of any Brazilian taxes. If the Application is not approved or if Applicant withdraws the Application before it is approved, the Application Fee will be refunded, without interest, less $7,500 for time and expenses incurred by Franchisor in processing the Application. The refund shall be considered fully discharged when the respective amount is sent to Applicant. ONCE THE APPLICATION IS APPROVED, THE APPLICATION FEE WILL NOT BE RETURNED OR REFUNDED UNDER ANY CIRCUMSTANCES (EVEN IF APPROVAL IS CONDITIONED ON APPLICANT PROVIDING ADDITIONAL INFORMATION); provided, however, 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 Application Fee without interest, less $7,500 for time and expenses incurred by Franchisor in processing the Application. 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 Application Fee. The Application Fee may be invested, combined with other funds or otherwise used as Hilton Worldwide deems appropriate in its sole discretion.

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. The 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. HWI 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 Instruction 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.

REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON NEXT PAGE

INDIVIDUAL APPLICANT:

_____
(Signature)

Name: _____

Date: _____

ENTITY APPLICANT:

Entity Name: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Witness (for Individual Applicant):

_____
(Signature)

Name: _____

Address: _____

Phone Number: _____

ID Number: _____

Witness (for Entity Applicant):

_____
(Signature)

Name: _____

Address: _____

Phone Number: _____

ID Number: _____

Part 3: Application Form

HILTON WORLDWIDE HOTEL PROJECT 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: _____/____/_____ _____ _____
Month/Day/Year State/Province, Country US SSN (last 4 digits only)/EIN/Canada SIN/Gov't ID#

PRINCIPAL CORRESPONDENT

FOR LEGAL NOTICES		**FOR DAY-TO-DAY COMMUNICATIONS**	
Name:		**Name:**	
Street Address:		**Street Address:**	
City, State/Province Zip/Postal Code		**City, State/Province Zip/Postal Code**	
Telephone #:		**Telephone #:**	
Fax #:		**Fax #:**	
Email:		**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: _____

LIST ALL HOTELS OWNED AND/OR OPERATED BY APPLICANT AND ITS EQUITY OWNERS
(attach additional pages if necessary)

Owner/Operator Name	Brand/Property Name, City/State	Description of Interest	% Equity

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:

Entity/Person's Name	SSN (last 4 digits), EIN, Canada SIN or Gov't ID#	Description of Interest	% Interest	Business Address & Telephone
XYZ Corp. - John Doe, President 50% - Jane Doe, Shareholder 50%	12-3456789 1234 5678	General Partner	1%	XYZ Corp. Address/Phone John Doe Address/Phone Jane Doe Address/Phone
ABC, L.L.C. - BDC, Inc., its managing member 25% - Bill Davis, President 100% - Bill Davis Family Trust, member 25% - Bill Davis, Trustee - Bill Davis, Jr., Beneficiary 100% - Bill Davis, member 50%	23-4567891 34-5678912 9012 45-6789123 2345 6789 same as above	Limited Partner	99%	ABC, L.L.C. Address/Phone BDC, Inc. Address/Phone Trust Contact Address/Phone Bill Davis Address/Phone

ENTITY NAME: _____

OWNERSHIP STRUCTURE

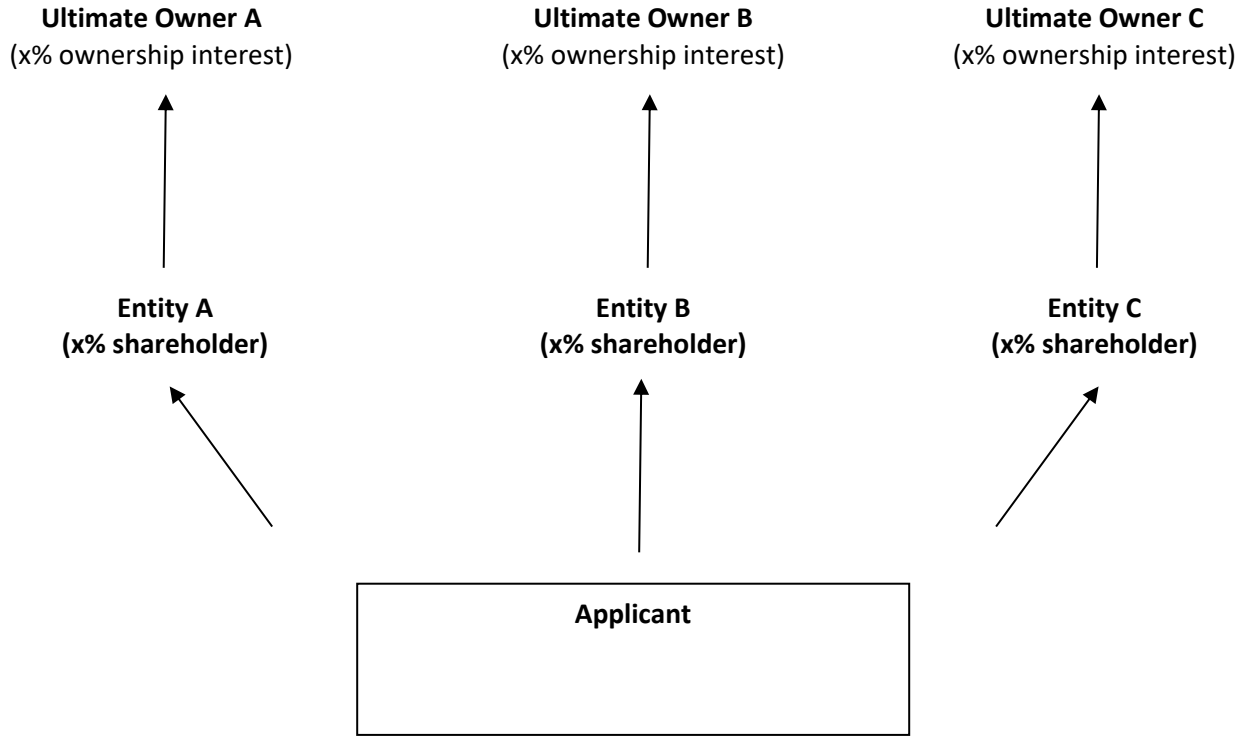
(provide additional pages if necessary)

Entity/Person's Name	SSN (last 4 digits), EIN, Canada SIN or Gov't ID#	Description of Interest	% Interest	Business Address & Telephone

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:



HOTEL/SITE/SITE CONTROL INFORMATION

Location of Hotel/Hotel site:

Street Address/Coordinates:	
City, State/Province:	
Zip/Postal Code:	
Country:	

Brand:

	Canopy by Hilton		Embassy Suites*		Hilton
	Conrad		Hampton Inn*		Hilton Garden Inn
	Curio Collection by Hilton		Hampton Inn by Hilton		Homewood Suites by Hilton
	DoubleTree by Hilton		Hampton Inn & Suites*		LXR Hotels & Resorts
					Tapestry Collection by Hilton

*** Brand may include the "by Hilton" tagline in Franchisor's sole discretion.**

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 Facilities (existing and/or proposed):

Total Guest Units:		# of Standard Rooms:		# of Suites:		# of Stories:	
Year Built (open hotel)		Meeting Space?		No		Yes: _____ sq. ft	# of Mtg Rms:
Ballroom?		No		Yes/Description/square footage:			
Health Club?		No		Yes/Description:			
Spa?		No		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:

Total sq footage of site:		Zoned for hotel development?		No		Yes
Max height allowed by zoning:	_____ Sq. Ft	Stories				
Site/Development Restrictions?		No		Yes/Describe:		

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 option agreement)	Exercise Deadline:
	Binding purchase agreement (attach copy of executed purchase agreement)	Closing Deadline:
	Other/Describe:	

If Hotel or Hotel Site is currently owned by someone else other than Applicant, please indicate:

Owner name:				
Street Address:				
State/Province:				
Zip/Postal Code:				
Country:				
Telephone:				
Fax:				
Email:				
Related to Applicant?		No		Yes/Describe*:

If Hotel or Hotel Site will, on close of purchase, be owned by someone other than Applicant, please indicate:

Owner name:				
Street Address:				
City, State/Province:				
Zip/Postal Code:				
Country				
Tel:				
Fax:				
Email:				
Related to Applicant?		No		Yes/Describe*:

***Provide complete ownership structure of any related entity**

FINANCIAL INFORMATION/PROJECT TIMELINE

Estimated Project Costs - New Development Project:

Costs	Overall	Per Key
Land:	US$	US$
Construction:	US$	US$
FF&E:	US$	US$
Other:	US$	US$
Total Project Costs :	US$	US$

Estimated Project Costs – Conversion or Change of Ownership (existing hotel):

Costs	Aggregate	Per Key
Purchase Price/Current Market Value:	US$	US$
Renovations/Upgrades:	US$	US$
Other:	US$	US$
Total Project Costs:	US$	US$

Estimated Project Timeline:

Forecasted Construction/Renovation Start Date:	
Forecasted Construction/Renovation Completion Date:	

Operating Projections:

Assumptions	Year 1	Year 2	Year 3	Year 4	Year 5
% Occupancy					
Avg. Daily Rate (US$)					

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?	___ 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)?			
___ No	___ 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:

Hilton

APPLICATION FEE INVOICE

INVOICE DATE:_____

Hotel Project Name:

Company Name

Attention:
Street Address
City, State, Postal Code

Country

AMOUNT DUE

APPLICATION FEE:
OTHER [describe]:

TOTAL AMOUNT DUE:

PAYMENT INSTRUCTIONS:

IF PAYING BY CHECK, MAKE CHECK PAYABLE TO:

Hilton Domestic Operating Company Inc.

Mail Payment with Application To:

IF PAYING BY WIRE TRANSFER, DIRECT PAYMENT TO:

The Application Fee is paid for us to accept and process your Hotel Project Application in the U.S.A. The Application Fee shall be grossed up and be received net of any Brazilian taxes.

EXHIBIT G

INFORMATION TECHNOLOGY SYSTEM AGREEMENT

THIS INFORMATION TECHNOLOGY SYSTEM AGREEMENT ("Agreement") is entered into as of %CreationDate% (the "Effective Date") by and between Hilton Systems Solutions, LLC ("HSS") and %LegalEntity% ("Customer"), each of which is a "Party" and both of which are, collectively, the "Parties". This Agreement includes all of its attachments, exhibits, schedules and Order Documents as well as all other documents expressly incorporated into it by reference.

RECITALS

Customer is a party to a management agreement and/or franchise agreement with an affiliate of HSS for the %BrandCodeDesc% hotel located at %PropertyAddress2%, %PropertyZip%, %PropertyCity%, %PropertyCountry% (the "Hotel"). Customer is entering into this Agreement in order to obtain and use certain information technology ("IT") products, services and systems for and at the Hotel.

ARTICLE 1.
DEFINITIONS AND ORDER DOCUMENTS

1.1 Use of Relationship Agreement. The provisions of this Agreement will be deemed to include all of the terms, requirements, covenants and conditions contained in either (i) the Customer's Franchise Agreement; or (ii) the Customer's Management Agreement, (the "Relationship Agreement"), with such modifications as are necessary to make them applicable to this Agreement and the Parties as if set out in full in this Agreement. In the event that both a Customer's Franchise Agreement and Customer's Management Agreement exist, without prejudice to Article 7 (Precedence and Interpretation) then only the terms, requirements, covenants and conditions contained in the Customer's Franchise Agreement will be deemed to be incorporated into this Agreement

1.2 Definitions. Unless otherwise defined in the body of this Agreement or in *Annex 1 – Definitions*, all of the defined words and expressions used in this Agreement have the meanings set out in the Relationship Agreement.

1.3 Ordering Software, Services and Authorized Equipment. Customer may order Software, Services and Authorized Equipment by submitting an HSS-approved form of order document ("Order Document") to HSS. Once accepted by HSS the Order Document becomes part of this Agreement.

ARTICLE 2.
SOFTWARE, FEES AND MASTER AGREEMENTS

2.1 License to Software. HSS licenses to Customer the Proprietary Software and sublicenses to Customer the Certified Third Party Software set forth in the Order Document on the terms and conditions set forth in this Agreement.

2.1.1 Customer may be required to execute a separate license agreement directly with one or more third party software providers in connection with Certified Third Party Software not licensed from HSS and such Certified Third Party Software will be licensed on the terms and conditions set out in such separate license agreement.

2.1.2 The Proprietary Software and Certified Third Party Software for which there is no separate license agreement are licensed or sublicensed to Customer under this Agreement on the following terms and conditions:

(a) The license is personal, non-exclusive and non-transferable.

(b) The Software may be used by Customer solely on the Authorized Equipment and solely for the operation of the Hotel.

(c) Except for a single copy of Certified Third Party Software which may be maintained by Customer for archival back-up purposes, Customer will not reproduce or reuse, in whole or in part, any Software, documentation or materials comprising any portion of the Information System in any manner (whether directly or in creating a new use or otherwise) without the prior written consent of HSS. Customer will not cause or permit any reverse engineering, disassembly or de-compilation of any of the Software or any review of Software data structures.

(d) Customer will accept all patches, bug fixes, updates, version upgrades, maintenance and service packs (collectively, "Patches") from HSS or the relevant Preferred Provider that are deemed necessary by HSS for the proper function and security of the Software. HSS is not responsible for performance or security issues that result from Customer's failure to accept the application of Patches. Except for emergency or security related maintenance activities, HSS will coordinate with Customer the scheduling of the application of Patches, where possible, based on HSS's next available standard maintenance window.

(e) Customer recognizes the confidential and proprietary nature of the Software and agrees to maintain the Software in confidence in accordance with Article 6 (Confidentiality). Customer will not permit the Software and related documentation to be used or accessed by anyone other than Customer's employees or contractors pursuant to Section 2.1.2 (b) who are bound by obligations of confidentiality no less stringent than those set forth herein.

2.1.3 Customer will not remove or obscure any copyright, trademark, other mark or confidentiality notices affixed to any Software.

2.1.4 No legal or equitable title to or ownership of any of the Software or any proprietary rights therein are transferred to Customer under this Agreement other than the limited software license specified herein.

2.1.5 Customer acknowledges that the Software is owned by HSS, HSS's Affiliates and/or their respective licensors and that everything in the Software, including all intellectual property, is proprietary to HSS, HSS's Affiliates and/or their licensors, respectively. Customer also acknowledges that HSS may, at its discretion, make changes in, and substitutions of the Software.

2.2 Fees and Payment. All Fees are subject to change by HSS and/or the relevant third party as applicable. Customer will make all payments under or required by this Agreement in United States Dollars and within thirty (30) days of receipt of the invoice therefore.

2.3 Master Agreements with Third Parties. HSS or its designee may, without warranty or representation of any kind, negotiate with any third party vendor a master services, software or equipment purchase or lease agreement (collectively, the "Master Agreements") and permit Customer to purchase or lease Authorized Equipment, license software and purchase services from those third party vendors (each a "Preferred Provider") pursuant to the terms of the applicable Master Agreements. The Preferred Providers may require Customer to execute a joinder or participation agreement for the applicable Master Agreement, in substantially the forms contained in schedules to the relevant Order Document (collectively, the "Joinder Agreements"). Customer will be bound by the terms of that Master Agreement as specified in the relevant Joinder Agreement(s) and will be directly and solely responsible for Customer's compliance with and performance under the Joinder Agreement.

2.4 Customer Cooperation. Customer will provide HSS and its Affiliates and its and their respective third party providers 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.

ARTICLE 3.
AUDITS

Customer will maintain records sufficient to permit verification of Customer's compliance with this Agreement. Upon forty-five (45) days written notice (or such shorter period of time as may be required under any applicable Master Agreement), HSS or its designee may perform examinations, tests, audits, inspections and reviews of Customer's compliance with this Agreement, including by using the Services of one or more third parties. Customer will cooperate

with HSS's audit activities and provide reasonable assistance and access to information when requested, including to all of the following: (a) any part of any facility, including the Hotel, at which any Services and products provided pursuant to this Agreement are performed, provided or used; (b) the employees and contractors Customer uses in connection with its operation of the Hotel; and (c) data and records. No such audit will unreasonably interfere with Customer's normal business operations. Customer agrees that HSS will not be responsible for any of Customer's costs incurred in cooperating with any audit.

ARTICLE 4.
TERMINATION

4.1 Termination. HSS may terminate this Agreement by written notice to Customer on any of the following grounds:

4.1.1 Customer fails to pay any sums due and payable under this Agreement and fails to cure such failure within the cure period set forth in the notice, which will not be less than ten (10) days;

4.1.2 Customer breaches its obligations under Article 6 (Confidentiality);

4.1.3 Customer fails to refresh the Authorized Equipment at the Hotel as required by HSS;

4.1.4 Customer's Third Party PMS Agreement terminates or expires; and

4.1.5 Customer breaches any other provision of this Agreement and does not cure that breach within the cure period set forth in the notice, which will not be less than thirty (30) days.

This Agreement will automatically terminate upon the termination or expiration of the Relationship Agreement.

4.2 Customer's Obligations upon Termination or Expiration. Upon any such termination the licenses granted to Customer under this Agreement, and the obligations of HSS to provide any Agreement Products and Services will immediately terminate. Customer will immediately cease using all Agreement Products and Services and promptly at HSS' discretion return any and all Agreement Products to HSS other than Authorized Equipment Customer owns or destroy the same; provided, however, that Customer must return to HSS all Software contained in such Authorized Equipment. All of Customer's covenants and obligations under this Agreement will survive termination and expiration.

4.3 Termination Fees. Upon termination of this Agreement Customer will pay: (a) all unpaid Fees related to the Agreement Products and Services, Software and Authorized Equipment incurred by Customer; (b) all costs to HSS of all the Agreement Products and Services, Software and Authorized Equipment that exceeds what the Customer paid for same; (c) all termination, penalty or administrative fees that would not be payable but for the termination for cause; (d) all costs related to disabling the Agreement Products and Services, together with the intervention or administration fees set forth in the Manual; (e) all costs and fees for any Authorized Equipment, Authorized Equipment maintenance Services, Software, Software maintenance Services, network and other Services HSS and its Affiliates, in their sole discretion, provide to Customer at Customer's request after the termination effective date; and (f) all termination fees identified in the Customer's Order Document.

4.4 Suspension of Service. If Customer fails to comply with the Information System use regulations, rules or policies, or is otherwise in default under this Agreement HSS may, in its sole discretion: (a) disable Customer's access to or use of all or any part of the Information System and suspend any part of the Services provided or supported under this Agreement and (b) suspend and withhold performance of HSS's obligations under this Agreement. Customer will not be entitled to any compensation, refund or reduction in charges as a result of such action. Customer agrees that any such disabled access and suspension from the Information System will not constitute or result in actual or constructive termination or abandonment of this Agreement, or a waiver or release of any right to terminate. HSS may charge Customer for the cost relating to such disabling and suspending and, if Customer's defaults are cured as required, re-enabling such access and resuming such obligations, if any, together with the intervention or administration fees set forth in the Manual.

4.5 Limitation on Access. If HSS determines in its sole discretion that it is necessary or advisable in order to protect in any way and for any reason the Information System, HSS may bar Customer's access to the Information System and may temporarily or permanently remove any or all data or other files. Such reasons include, without limitation, HSS or third party provider's determination that: (a) Customer's network connection, software, equipment or files may infect the Information System with Malicious Code, (b) 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 provider's services or any law or (c) Customer's network connection, software, equipment or files may cause harm to or disrupt the Information System. Neither HSS nor any such third party provider will be liable for any inconvenience or disruption to the Customer or any consequences thereof caused by such measures.

ARTICLE 5.
DISCLAIMERS

5.1 **HSS makes no representations or warranties as to any Certified Third Party Software, any Authorized Equipment or any Services provided by any Preferred Provider and will have no liability whatsoever for the terms and conditions thereof, performance of any obligations or other agreements therewith, any equipment purchased, leased, or installed, any Services performed, any use of any software, or any software licensed or sublicensed by any Preferred Provider. The sole warranties provided to Customer, if any, with respect to the Certified Third Party Software, Authorized Equipment or Services provided by the Preferred 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 will, 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. HSS reserves the right to make changes and substitutions in the components of the Information System.**

5.2 **Except as specifically provided in this Article 5 (Disclaimers), HSS disclaims all express or implied warranties with respect to the Software, Authorized Equipment, Services and Information System, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement, design, accuracy, capability, sufficiency, suitability, capacity, completeness, availability, compatibility, or those that may arise from course of dealing or course of performance or that any Software, Services or Authorized Equipment provided hereunder will not violate the intellectual property rights of and person or entity. HSS does not guarantee, warrant, or make any representations to the effect that any of the Software, Authorized Equipment, Services or Information System provided or made available to Customer under this Agreement (a) will be continuously available, uninterrupted or defect- free, delay-free, or error-free, (b) will have its defects or errors corrected, (c) will operate in combination with any Customer or third party software, system, service, data or equipment not made available by HSS, (d) will be free of Malicious Code or other harmful components, or (e) will be accurate or complete. HSS does not guaranty, warrant or make any representations regarding the use of, or the results of, any of the Software, Authorized Equipment, Services or Information System in terms of its respective correctness, accuracy, reliability, or otherwise.**

5.3 **HSS will not be liable for, and makes no warranty or guaranty of, the confidentiality or privacy of any data or other files transmitted to, on, from or through the Agreement Products and Services and/or the Information System and is not responsible for any delays, delivery failures, or other damage resulting from such problems arising in connection therewith. HSS is not responsible for any issues related to the performance, operation or security of the Services that arise from Customer content, Customer applications or third party content. 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.**

5.4 **HSS will 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 any of the Agreement Products and Services or any part of the Information System. Customer will be responsible for, and Customer will indemnify HSS and its Affiliates and hold them harmless from and against any and all allegations, losses, demands, claims (including taxes), liabilities, damages (including punitive and exemplary), fines, penalties**

and interest, and all related costs and expenses of whatever nature (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties) from any individual or entity which arise out of Customer's (a) access to or any use of any of the Agreement Products and Services or any portion of the Information System, and (b) acts and omissions under this Agreement, including without limitation infringement of any intellectual property rights.

5.5 **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") or any 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 will not be liable for any inconvenience or disruption to the Customer caused by such measures.**

5.6 **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 will be responsible or liable to Customer for any such actions taken by HSS or the third party provider**

5.7 **The remedies provided in this Agreement constitute Customer's sole and exclusive remedies. In no event will 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 will HSS' 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.**

5.8 **To the extent not prohibited by law, the warranties contained in this Article 5 (Disclaimers) are exclusive and there are no other express or implied warranties or conditions.**

ARTICLE 6.
CONFIDENTIALITY

Customer will maintain the confidential and proprietary nature of the Proprietary Software, Certified Third Party Software, Information System, Services and any and all information, documentation and materials of HSS and HSS Affiliates which are disclosed under or provided or made available to Customer under or in connection with this Agreement. The foregoing includes without limitation proprietary ideas, patentable ideas, copyrights, trade secrets, existing and contemplated products and services, software, schematics, research and development, discoveries, inventions, methods, processes, materials, algorithms, formulas, specifications, designs, data, strategies, plans, and know-how, whether tangible or intangible (collectively, the "Confidential Information"). Customer will maintain such Confidential Information in confidence and agrees not to disclose or otherwise make available the Confidential to any person or entity other than Customer's employees at the Hotel who are bound by obligations of confidentiality no less stringent than those set forth herein, without prior written consent of HSS. Customer further agrees to take all reasonable steps and precautions, including those set forth in the Manual, necessary to protect the Confidential Information from unauthorized use or disclosure.

ARTICLE 7.
PRECEDENCE AND INTERPRETATION

The terms and conditions of Customer's use of the Agreement Products and Services and the Information System will be governed exclusively by this Agreement and any applicable Joinder Agreements notwithstanding any different terms submitted by Customer to HSS. In the event of any conflict between this Agreement and any Order Document, the Order Document will control. Terms in the Relationship Agreement addressing the same issue as terms in this Agreement will be deemed to be additional and complimentary to this Agreement's terms except to the extent that such Relationship Agreement terms specifically conflict with the terms of this Agreement in which case the terms of this Agreement will control.

IN WITNESS WHEREOF, by the signature of its respective authorized representative, each of the Parties agrees to be bound by all of the terms of this Agreement.

HSS **Hilton System Solutions, LLC**	**CUSTOMER:** %LegalEntity%
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

ANNEX 1

DEFINITIONS

As used in this Agreement, the following terms have the meanings given to them below.

1. "Agreement Products and Services" means, collectively, the Software, Authorized Equipment, Services, subscriptions, Information System, Manual, documentation and all other materials identified herein that is or may be made available to Customer pursuant to this Agreement.

2. "Authorized Equipment" means equipment that has met HSS standards for operating as part of the Information System and which is made available for purchase or lease under this Agreement or a Joinder Agreement.

3. "Certified Third Party Software" means software licensed by third parties to Customer or sublicensed by HSS to Customer and listed in the applicable Order Document.

4. "Fees" means, collectively, all of the fees, charges and expenses chargeable to or due from Customer under this Agreement, including any Order Document.

5. "Information System" means, collectively, the software, equipment and IT systems made available by HSS or its Affiliates for Customer's access, use or benefit, including without limitation the OnQ® technology.

6. "Malicious Code" means any virus, worm, trojan horse, spyware, adware, rootkit, ransomware, scareware, rogueware, backdoor, trap door, logic bomb or similar item intended to cause or capable of causing undesired effects, security breaches and/or damage to a system or a system's contents.

7. "Manual" means any standards and/or operating manual(s) provided or made available to Customer in connection with this Agreement or any Franchise or Management Agreement to which Customer is party

8. "Proprietary Software" means software owned by HSS or its Affiliates.

9. "Services" means the services provided under this Agreement.

10. "Software" means the Certified Third Party Software and Proprietary Software.

11. "Third Party PMS Product" means third party products or services necessary for the proper operation of the Customer's property management system portion of the Agreement Products and Services. As of the Effective Date these include Oracle OPERA products

12. Third Party PMS Agreement" means any agreement between Customer and a third party for Third Party PMS Products. As of the Effective Date this includes Customer's contract(s) with Oracle for OPERA products.

ORDER DOCUMENT

Customer Name:	%LegalEntity%	**Customer Contact:**	%GMName% %PrimaryContactHeading%
Customer Address:	%PrimaryContactName% %PrimaryContactAddress1% %PrimaryContactAddress2% %PrimaryContactZip% %PrimaryContactCity% %PrimaryContactCountry%		%PropertyName% %PropertyAddress1% %PropertyAddress2% %PropertyCity% %PropertyZip% %PropertyCountry%
Property Name:	%PropertyName%	**Issue Date:**	%CreationDate%

This Order Document is issued under and is a part of the ***Information Technology System Agreement*** ("Agreement") between Hilton Systems Solutions, LLC ("HSS") and %LegalEntity**%** ("Customer") and includes all of its schedules, attachments, and exhibits as well as all other documents expressly incorporated into it by reference. It becomes effective on the date identified by HSS under the signature blocks below ("Order Effective Date") and when signed by both parties is automatically incorporated into and becomes part of the Agreement. All licenses and sublicenses of software, all subscriptions, all Services and all equipment provided herein or obtained hereunder are subject to the terms and conditions of the Agreement and to the terms of this Order Document. Unless otherwise specified the defined terms in this Order Document have the meanings given them in the Agreement.

The pricing provided here for goods and services provided by Hilton is valid for a period of ninety (90) days following the date of issue of this Order Document to Customer ("Issue Date"). Should this Order Document not be signed by the Customer within those (90) days, Customer must obtain written confirmation from HSS that the pricing requested by Customer remains in effect.

Except as otherwise noted herein or in the applicable invoice all payments required by this Order Document must be made in United States Dollars within thirty (30) days of receipt of the invoice therefore. Customer acknowledges and agrees that HSS or its Affiliates may derive revenues and/or other material consideration on all or a portion of the fees paid by Customer and that HSS may use third parties to perform the Services. All fees indicated are exclusive of applicable taxes, shipping, insurance, rigging, duties and other related fees and expenses, all of which are payable by Customer. Provision of the Authorized Equipment, Software and Services is made in consideration of the Customer's promise herein to pay the fees therefor and is subject to Customer's timely payment of such fees. HSS may delegate certain of its operational responsibilities hereunder to third parties but remains responsible therefore.

EXECUTION INSTRUCTIONS: **Please sign this Order Document, the document in *Schedule C* and any other Schedules indicated as needing your signature.**

IN WITNESS WHEREOF, by the signature of its respective authorized representative, each of the parties agrees to be bound by all of the terms of this Order Document.

HSS **Hilton System Solutions, LLC**	**CUSTOMER:** %LegalEntity%
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

The Order Effective Date for this Order Document is the date it is signed by HSS.

1. Software and Related Services.

1.1 Software. This Agreement does not grant Customer the right to use or access HSS' OnQ® Proprietary Software for Customer's property management system. Instead, Customer is required to use the Third Party PMS Products in accordance with Customer's Third Party PMS Agreement. HSS does, however, hereby license to Customer the following Proprietary Software and sublicenses to Customer the following Certified Third Party Software under the terms specified in the Agreement. The fees shown are one-time payments.

A. Base Operational Software (Proprietary Software unless otherwise noted)**:**

	Software	Those Being Licensed to Customer are Noted with "X"
1.	Operations Audit	**X**
2.	Customer Relationship Management	**X**
3.	OnQ™ Insider	**X**
4.	OnQ™ Rate and Inventory	**X**

Customer will pay HSS or a retailer approved by HSS, a fee for the license of each copy of the Proprietary Software installed on the Authorized Equipment 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. The costs of Third Party PMS Products will be billed directly to Customer by the Third Party PMS supplier pursuant to Customer's Third Party PMS Agreement.

B. Certified Third Party Software.

%INTLSoftwareListwithQTY%

HSS may require that Customer use additional Proprietary Software and Certified Third Party Software for the proper operation of the Agreement Products and Services. Some of such Software may be Certified Third Party Software, such as malware anti-virus software or Microsoft Windows, SQL, or Exchange, that may be purchased through a Master Agreement ("**Additional Certified Third Party Software**"). The fee for the license of each copy of such Additional Certified Third Party Software will be billed to and payable by Customer.

Additional Certified Third Party Software Licenses $%INTLOnQOSandDBSoftware%

(Price excludes taxes, configuration, imaging and installation related costs)

C. Revenue Management System: Customer will pay HSS or a provider approved by HSS the license fees for certain revenue management system software needed for the operation of Customer's hotel, as determined by HSS in its sole discretion. The license fees for any such revenue management system software will be billed separately. Customer will be responsible for the cost of any services necessary for the installation of any revenue management system software and for the implementation and verification of the proper functioning of such revenue management system software on Customer's equipment. The cost of such services and the travel costs for any on-site services will be billed separately by HSS or the provider.

D. Electronic Mail: Customer will pay HSS for the license fees for electronic mail. The license fees for electronic mail will be billed separately. Certain additional Software may be required by HSS for the operation of Customer's hotel. Any such additional Software will be provided pursuant to the terms, conditions and limitations contained in the Agreement and, as applicable, the terms, conditions and limitations required by the supplier of such additional Software.

E. Project Management: HSS will exercise full Project Management for the preparation, installation and/or implementation of the Third Party PMS Products as part of OnQ®. HSS in its sole discretion may require additional HSS or Preferred Provider presence at the Customer's Site during the installation.

1.2 Training and Training Materials: Customer's employees who have responsibilities related to the use of the Proprietary Software modules described above will need on-site training for the access to and use by Customer or Customer's Hotel of the Third Party PMS Products and for Hilton Business Process Training, which may be included in this Agreement and/or in Customer's Third Party PMS Agreement, but is not provided for in the Technology Program License Agreement in Schedule D ("Technology Program"/ if applicable). HSS will charge Customer a fee related to Hilton Business Process Training and a fee related to Training and Project Management all as further set forth below.

1.3 Site Surveys. Customer and HSS will mutually determine the scope, schedule and timing of a site survey that may be required for the preparation, installation and/or implementation of OnQ and the Third Party PMS Products (the "Site Survey"). HSS and Customer will identify the responsible parties for each aspect of the Site Survey. In preparation for any Site Survey, Customer will provide information and documentation relative to the Hotel as requested by HSS, including, but not limited to, hotel drawings, room locations

and wiring diagrams. If HSS performs on-site services during the Site Survey, the Customer is responsible for providing timely access to the Hotel property, as well as complimentary room nights with confirmed reservations at the Hotel, as needed in the course of performing the Site Survey. A Hotel representative will be appointed by Customer to provide escort and access to guest rooms for the room inspection portion of the Site Survey. The fees and costs for any work performed by HSS relative to the Site Survey, including any fees for creation and validation of the wireless network design, any travel expenses, per diem fees and other out-of-pocket related costs, will be billed separately by HSS to the Customer. Any additional costs incurred due to delays in performing the Site Survey caused by the Customer's Hotel will also be billed to Customer.

Site Survey Fees $%INTLTSSiteSurvey% (Price excludes taxes, travel expenses, per diem fees and related costs)

1.4 IT Project Services: HSS will, with agreement of Customer, perform (i) implementation of Customer's Authorized Equipment and related Certified Software, (ii) installation of Customer's Authorized Equipment, and (iii) third party product interface testing and connectivity establishment. Details regarding these Services are available from HSS. The specific services and the charges and costs for the services provided under this Section may vary depending upon size, brand and complexity of Customer's Hotel. These specialists and the services they may perform may include, without limitation, the following:

SS Specialists	Services May Include Without Limitation:
IT Opening Project Manager (Owned and Managed Hotels only)	• Project Initiation Phase – Site Survey, budget preparation, plan creation • Project Management Phase – technical design assistance, system and application recommendations, project meetings, budget and plan management • Pre-Opening Phase – third party order coordination, escalation points for IT Manager
IT Manager or Consultant	• Management of various activities. • Where practical, HSS may also provide approved third party contractors, or a HSS seconded resource, which would also be chargeable to Customer Utility Server build, installation and software load (Managed Hotels only) • Pre-Opening office set up and support. • Training room set ups. • Physical hardware deployment except OnQ server. • Onsite third party vendor management. • Technical live support cover and documentation.
Hardware Deployment Engineer – New Opening / Brand Conversion:	• PMS Server build, installation and software load. • Utility Server build, installation and software load (Managed Hotels only). • Remote Desktop Services Server build, installation and software load. • Application Servers build (Managed Hotels only). • Assist with installation of PMS workstations & printers. • Completion of connection of Customer's Hotel to Hilton Wide Area Network (WAN). • Review of IT environment. The time needed for completion of Hardware Deployment Engineer activities either onsite, remotely or combination of both will depend upon the network complexity of Customer's Hotel and will be chargeable.
Infrastructure Change Coordinator – Information System Server Consolidator - Hilton Family Brand Conversions:	HSS may provide and charge Customer for services to coordinate the execution of the required infrastructure changes needed for Information System server consolidations (from dual-server to single server) and for brand conversions which require changes on multiple backend infrastructure systems. These services may include, but not be limited to: • Credit card encryption key manager changes. • Domain Name System (DNS) changes.
Implementation Project Manager and a Contracts Manager	HSS may provide and charge Customer for an Implementation Project Manager and a Contracts Manager to be assigned to Hotel and to provide end-to-end project management services. These services may include, but not limited to: • Facilitation of contracting process • Advice on mandatory hardware, introduction of approved third party vendors, outline application & network requirements, • Ensure compliance to OnQ hardware standards and facilitate the connection to Hilton Wide Area Network. • Pre-live preparation including kick-off meeting, detailed project preparation and guidance, weekly conference calls, focused preparation and change impact in revenue and finance areas, WebEx sessions and e-learning facilitation • Management, coordination and facilitation of on-site implementation and change management training process • Post implementation support and follow-up.

1.5 Implementation Services. HSS may, in its sole discretion, provide implementation services for Customer's Authorized Equipment and related Certified Third Party Software. Some are described below but more exact requirements may be set forth in the applicable Brand and/or Standards Manual(s) and are subject to change by HSS or Hilton Domestic Operating Company Inc. ("HDOC") or their affiliates or subsidiaries from time to time. HSS will provide the services using Systems Implementation consultants. The number of consultants and number of days they will be used will be determined by HSS based upon the size and type of the Hotel and the Hotel's IT requirements. These consultants may:

(a) 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;
(b) provide procedural support for the property management system to the Hotel's management;

(c) work with the Hotel's management to adapt their use of the Information System to meet the Hotel's requirements;
(d) support the Hotel's staff in their use of the Information System through the Hotel's management;
(e) 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.);
(f) install or approve the installation of equipment to meet the requirements of the Hotel, HSS and the manufacturer of the Authorized Equipment;
(g) 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.);
(h) verify that all front desk staff and Hotel's management have successfully completed the Information System Guided Tour & Training;
(i) identify and address operational problems that involve the Information System;
(j) formulate and present recommendations that maximize efficient use of the Information System;
(k) administer a trial run of the Information System to verify that the front desk staff and audit staff have been trained properly;
(l) identify and address operational problems that involve the Information System; and
(m) formulate and present recommendations that maximize efficient use of the Information System.

1.6 Authorized Equipment Installation. Whether Customer elects to purchase or lease Authorized Equipment from a Preferred Provider through one of the Master Agreements HSS will coordinate the installation of such Authorized Equipment at the Hotel.

A. Customer or HSS, in HSS's discretion, will obtain and maintain throughout the term hereof, at Customer's cost, the necessary communication vehicles and services for direct communication between HSS and the Hotel as is reasonably necessary for the operation of, and for the diagnosing of issues involving, the Agreement Products and Services, including without limitation, network access and wide area network connections to the Central Reservation System and Internet.

B. Customer will 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 Authorized Equipment. Customer will furnish any electrical connections and dedicated phone lines which may be required by HSS and will 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.

C. Any delay in shipment and installation of such Authorized Equipment or Certified Third Party Software, including delays by communications vendors, Preferred Providers or any other retailers, 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 will 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.

D. If Customer elects to purchase Authorized Equipment from another retailer, it will be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS's determination that it conforms to HSS's specifications and testing procedures and can be configured with the Software.

1.7 Software Installation.

A. Unless specifically stated as being implemented by HSS, it is Customer's obligation to install the Software on the Authorized Equipment and any related hardware 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 be operational prior to other Software modules. Customer will be responsible for all fees and costs incurred in the installation of Software and any related Software.

B. If Customer purchases the Authorized Equipment from HSS or a Preferred Provider, the Preferred Provider or HSS will install the Software and any related software as described in this Agreement on the Authorized Equipment and HSS 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 Provider, HSS 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 will be as set out above and in this Agreement, and Customer hereby agrees to permit the Preferred Provider or HSS to install any and all other Software modules on the Authorized Equipment in or at the Hotel, as provided for herein.

C. If Customer purchases such Authorized Equipment from a retailer other than the Preferred Provider, Customer will pay for configuring the Authorized Equipment purchased from such retailer, with the Software. Customer will also be responsible for shipping and shipping related costs to and from HSS for such configuration.

1.8 Third Party Interface Testing and Connectivity: If Customer requires the implementation of any interface software for connectivity to third party systems, Customer will 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. The cost incurred by any third party vendors for testing and implementing connectivity to third party systems will be billed to Customer by HSS, or such vendors for the license of each copy of the Proprietary Software and the Certified Third Party Software licensed to Customer by HSS.

1.9 Certain Costs

A. The Customer is responsible for paying the following fees:

Cost of IT Project Services:

IT Opening Project Manager	$%INTLITOPENPM%
IT Manager or Consultant / Local Hotel Opening Support	$%INTLITOPENMC%
Hardware Deployment Engineer – New Opening/Brand Conversion	$%INTLINSTFEE%
Infrastructure Change Coordination	$%INTLINFCHGCO%

Cost of Installation Management, Implementation and Training Services:

Project Management and Contracting Fee	$%INTLDEPLPM%
Hilton Onsite Change Management Fee	$%INTLCHANGEMGMTFEE%
Hilton Business Process Training Materials	$%INTLBUSINESSTRAIN%
Hilton Implementation Fee	$%INTLIMPFEE%
Oracle Hospitality / Hilton Domestic Operating Company Integration	$%IntlMfHwIntegration%
Hilton Onsite Revenue Conversion Preparation	$%INTLREVPREP%
Brand Training Materials	$%INTLPreOpenMat%
Delphi Implementation Specialist	$%INTLDELPHIIMP%
IdeaS Implementation Fee	$%INTLIDEAS%
Digital Floor Plan Setup Fee	$%INTLDigitalFloorSetup%
Salesforce Community License	$%INTLSalesforce%

Maintenance Notes: %MaintComments%

(Travel expenses, per diem fees and related costs will be the responsibility of Customer and will be invoiced to Customer separately by HSS or an affiliate of HSS or the Preferred Provider.)

B. Other. If Customer attaches or uses third party equipment, software, and/or interfaces with any of the Agreement Products and Services, the Central Reservation System or the internet which have not been certified or approved by HSS as meeting HSS' specifications and/or does not conform to the standards provided by the HSS or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS' specifications, the Agreement Products and Services or such third party equipment, software, and/or interfaces may need to be reconfigured and the entire cost of such reconfiguration will be borne by Customer. Where HSS specifications cannot be met with such third party equipment, software, and/or interfaces, such third party equipment, software and/or interfaces will, at Customer's sole cost, be removed and/or replaced as directed by HSS.

1.10 HSS Representatives on-Site at Hotel. Customer must have its representative(s) on-site at the Hotel for the implementation of the Agreement Products and Services identified in this Order Document. Once HSS's representatives are on-site, any delays will result in additional expense to Customer. If a delay in implementation of any of the Agreement Products and Services caused solely by Customer necessitates the departure and re-scheduling of HSS' representatives, then, in addition to the other fees set forth in this Order Document, Customer will be required to pay a fee consisting of charges for such representatives' work days and travel days (each currently U$700.00 per representative per day), change fees, and additional travel expenses. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of HSS' representatives.

2. Proprietary Software Maintenance / Help Desk Services.

2.1 Proprietary Software Maintenance.

A. HSS will provide Customer with Proprietary Software Maintenance and support services (the "Proprietary Software Maintenance") for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date.

B. The first monthly payment will be invoiced upon the opening of the Hotel. For the avoidance of doubt, HSS has no obligation to provide Customer with maintenance, support or Help Desk services for any Certified Third Party Software; maintenance support and services for Certified Third Party Software is to be provided by the applicable Preferred Provider pursuant to the applicable Master Agreement. The Proprietary Software Maintenance and support offered by HSS is described in *Schedule A*.

C. HSS is unable to modify, and does not provide support for, the Certified Third Party Software. Provided Customer has paid for all Software Maintenance and other fees charged hereunder and satisfied all other obligations under the Agreement, HSS will supply Customer with any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software ("Updates") generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS ("Software Maintenance"). Such Updates will be HSS' sole and exclusive property and will be deemed part of the Proprietary Software hereunder. Customer agrees that it may be required to purchase some Updates to the Proprietary Software, which are charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

2.3 Use of Certified Third Party Software Only. 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 will have no further obligations to provide any Software Maintenance services to Customer.

2.4 Increases/Decreases. HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such costs and the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

2.5 Certain Cost and Payment Terms. Customer will be billed separately for certain enhancements provided by HSS in its discretion from time to time related to Information System ("System Enhancements"). The annual cost of System Enhancements for Customer's Hotel is $%INTLSYSYEAR%, payable in monthly installments of $%MONTH% per month.

2.6 Help Desk Services. HSS will provide Customer Help Desk services for the Proprietary Software for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date. The annual fee, payable in monthly installments, is as follows:

Help Desk Services	Fee	
	Annual Payment	Monthly Payment
Help Desk Services	$%INTLHelpYear%	$%INTLHelpMonth%

3. Additional Services.

3.1 Additional Services Purchased Under This Ordering Document. HSS will provide the following additional Services (if any are listed) for the fees noted: **N/A**

4. Authorized Equipment.

4.1. Authorized Equipment Purchased or Leased. Customer will purchase or lease Authorized Equipment meeting the requirements identified by HSS in accordance with *Schedule B-1 – Authorized Equipment* to this Order Document. The Authorized Equipment will be selected based on the technology needs of the Hotel and Customer's obligations under this Agreement.

4.2. Authorized Equipment Maintenance. Customer must purchase maintenance services as described in *Schedule B-2 – Authorized Equipment Maintenance and Refresh* for all of the Authorized Equipment it purchases or leases.

5. Expenses. If HSS or Preferred Provider personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing services hereunder, Customer will pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses.

6. Customer Responsibilities. Customer will 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 will 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.

7. Exclusions. HSS's obligations under the Agreement will 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, Certified Third Party Software or Authorized Equipment 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 provisions of the 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 will be fixed, in HSS's sole discretion, at HSS's then current time and material charges. HSS will be under no obligation, however, to fix any such Customer or externally caused errors, defects or problems.

8. Joinder Agreement. *Schedules C* contains the Joinder Agreement under which Customer can obtain products from Microsoft. Customer is required to sign this agreement if it is obtaining any products from this Preferred Provider in connection with this Order Document.

9. Request for Products or Services. The form to use when requesting products or services is contained in *Schedule E – Form of Request for Products or Services.* 'not attached to this Document'

10. Notices. Questions and notices regarding this Order Document should be directed to:

The Attention of:	Scott Greenberg
Address:	Hilton System Solutions LLC 755 Crossover Lane Memphis, Tennessee 38117
Telephone Number:	(901) 374-5510
Email Address:	Scott.Greenberg@hilton.com

ORDER DOCUMENT - HAITI

Customer Name:	%LegalEntity%	**Customer Contact:**	%GMName% %PrimaryContactHeading%
Customer Address:	%PrimaryContactName% %PrimaryContactAddress1% %PrimaryContactAddress2% %PrimaryContactZip% %PrimaryContactCity% %PrimaryContactCountry%		%PropertyName% %PropertyAddress1% %PropertyAddress2% %PropertyCity% %PropertyZip% %PropertyCountry%
Property Name:	%PropertyName%	**Issue Date:**	%CreationDate%

This Order Document is issued under and is a part of the ***Information Technology System Agreement*** ("Agreement") between Hilton Systems Solutions, LLC ("HSS") and %LegalEntity**%** ("Customer") and includes all of its schedules, attachments, and exhibits as well as all other documents expressly incorporated into it by reference. It becomes effective on the date identified by HSS under the signature blocks below ("Order Effective Date") and when signed by both parties is automatically incorporated into and becomes part of the Agreement. All licenses and sublicenses of software, all subscriptions, all Services and all equipment provided herein or obtained hereunder are subject to the terms and conditions of the Agreement and to the terms of this Order Document. Unless otherwise specified the defined terms in this Order Document have the meanings given them in the Agreement.

The pricing provided here for goods and services provided by Hilton is valid for a period of ninety (90) days following the date of issue of this Order Document to Customer ("Issue Date"). Should this Order Document not be signed by the Customer within those (90) days, Customer must obtain written confirmation from HSS that the pricing requested by Customer remains in effect.

Except as otherwise noted herein or in the applicable invoice all payments required by this Order Document must be made in United States Dollars within thirty (30) days of receipt of the invoice therefore. Customer acknowledges and agrees that HSS or its Affiliates may derive revenues and/or other material consideration on all or a portion of the fees paid by Customer and that HSS may use third parties to perform the Services. All fees indicated are exclusive of applicable taxes, shipping, insurance, rigging, duties and other related fees and expenses, all of which are payable by Customer. Provision of the Authorized Equipment, Software and Services is made in consideration of the Customer's promise herein to pay the fees therefor and is subject to Customer's timely payment of such fees. HSS may delegate certain of its operational responsibilities hereunder to third parties but remains responsible therefore.

EXECUTION INSTRUCTIONS: **Please sign this Order Document, the document in *Schedule C* and any other Schedules indicated as needing your signature.**

IN WITNESS WHEREOF, by the signature of its respective authorized representative, each of the parties agrees to be bound by all of the terms of this Order Document.

HSS **Hilton System Solutions, LLC**	**CUSTOMER:** %LegalEntity%
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

The Order Effective Date for this Order Document is the date it is signed by HSS.

1. Software and Related Services.

1.1 Software. HSS hereby licenses to Customer on a non – exclusive basis the following Proprietary Software and sublicenses to Customer the following Certified Third Party Software under the terms specified in the Agreement. The fees identified under this Section 1.1 for software are one-time payments. To be clear, this Agreement does not grant Customer the right to use or access HSS' OnQ® Proprietary Software for Customer's property management system. Instead, Customer is required to use the Third Party PMS Products in accordance with Customer's Third Party PMS Agreement

A. Base Operational Software (Proprietary Software unless otherwise noted)**:**

	Software	Those Being Licensed to Customer are Noted with "X"
1.	Operations Audit	**X**
2.	Customer Relationship Management	**X**
3.	OnQ™ Insider	**X**
4.	OnQ™ Rate and Inventory	**X**

Customer will pay HSS or a retailer approved by HSS, a fee for the license of each copy of the Proprietary Software installed on the Authorized Equipment 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. The costs of Third Party PMS Products will be billed directly to Customer by the Third Party PMS supplier pursuant to Customer's Third Party PMS Agreement.

B. Certified Third Party Software.

%INTLSoftwareListwithQTY%

HSS may require that Customer use additional Proprietary Software and Certified Third Party Software for the proper operation of the Agreement Products and Services. Some of such Software may be Certified Third Party Software, such as malware anti-virus software or Microsoft Windows, SQL, or Exchange, that may be purchased through a Master Agreement ("**Additional Certified Third Party Software**"). The fee for the license of each copy of such Additional Certified Third Party Software will be billed to and payable by Customer.

Additional Certified Third Party Software Licenses $%INTLOnQOSandDBSoftware%

(Price excludes taxes, configuration, imaging and installation related costs)

C. Revenue Management System: Customer will pay HSS or a provider approved by HSS the license fees for certain revenue management system software needed for the operation of Customer's hotel, as determined by HSS in its sole discretion. The license fees for any such revenue management system software will be billed separately. Customer will be responsible for the cost of any services necessary for the installation of any revenue management system software and for the implementation and verification of the proper functioning of such revenue management system software on Customer's equipment. The cost of such services and the travel costs for any on-site services will be billed separately by HSS or the provider.

D. Electronic Mail: Customer will pay HSS for the license fees for electronic mail. The license fees for electronic mail will be billed separately. Certain additional Software may be required by HSS for the operation of Customer's hotel. Any such additional Software will be provided pursuant to the terms, conditions and limitations contained in the Agreement and, as applicable, the terms, conditions and limitations required by the supplier of such additional Software.

E. Project Management: HSS will exercise full Project Management for the preparation, installation and/or implementation of the Third Party PMS Products and any Proprietary Software licensed by Customer. HSS in its sole discretion may require additional HSS or Preferred Provider presence at the Customer's Site during the installation.

1.2 Training and Training Materials: Customer's employees who have responsibilities related to the use of the Proprietary Software modules described above will need on-site training for the access to and use by Customer or Customer's Hotel of the Third Party PMS Products and for Hilton Business Process Training, which may be included in this Agreement and/or in Customer's Third Party PMS Agreement, but is not provided for in the Technology Program License Agreement in *Schedule D* ("Technology Program"). HSS will charge Customer a fee related to Hilton Business Process Training and a fee related to Training and Project Management all as further set forth below.

1.3 Site Surveys. Customer and HSS will mutually determine the scope, schedule and timing of a site survey that may be required for the preparation, installation and/or implementation of the Proprietary Software licensed by Customer and the Third Party PMS Products

(the "Site Survey"). HSS and Customer will identify the responsible parties for each aspect of the Site Survey. In preparation for any Site Survey, Customer will provide information and documentation relative to the Hotel as requested by HSS, including, but not limited to, hotel drawings, room locations and wiring diagrams. If HSS performs on-site services during the Site Survey, the Customer is responsible for providing timely access to the Hotel property, as well as complimentary room nights with confirmed reservations at the Hotel, as needed in the course of performing the Site Survey. A Hotel representative will be appointed by Customer to provide escort and access to guest rooms for the room inspection portion of the Site Survey. The fees and costs for any work performed by HSS relative to the Site Survey, including any fees for creation and validation of the wireless network design, any travel expenses, per diem fees and other out-of-pocket related costs, will be billed separately by HSS to the Customer. Any additional costs incurred due to delays in performing the Site Survey caused by the Customer's Hotel will also be billed to Customer.

Site Survey Fees $%INTLTSSiteSurvey% (Price excludes taxes, travel expenses, per diem fees and related costs)

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SS Specialists	Services May Include Without Limitation:
IT Opening Project Manager (Owned and Managed Hotels only)	• Project Initiation Phase – Site Survey, budget preparation, plan creation • Project Management Phase – technical design assistance, system and application recommendations, project meetings, budget and plan management • Pre-Opening Phase – third party order coordination, escalation points for IT Manager
IT Manager or Consultant	• Management of various activities. • Where practical, HSS may also provide approved third party contractors, or a HSS seconded resource, which would also be chargeable to Customer Utility Server build, installation and software load (Managed Hotels only) • Pre-Opening office set up and support. • Training room set ups. • Physical hardware deployment except OnQ server. • Onsite third party vendor management. • Technical live support cover and documentation.
Hardware Deployment Engineer – New Opening / Brand Conversion:	• PMS Server build, installation and software load. • Utility Server build, installation and software load (Managed Hotels only). • Remote Desktop Services Server build, installation and software load. • Application Servers build (Managed Hotels only). • Assist with installation of PMS workstations & printers. • Completion of connection of Customer's Hotel to Hilton Wide Area Network (WAN). • Review of IT environment. The time needed for completion of Hardware Deployment Engineer activities either onsite, remotely or combination of both will depend upon the network complexity of Customer's Hotel and will be chargeable.
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Implementation Project Manager and a Contracts Manager	HSS may provide and charge Customer for an Implementation Project Manager and a Contracts Manager to be assigned to Hotel and to provide end-to-end project management services. These services may include, but not limited to: • Facilitation of contracting process • Advice on mandatory hardware, introduction of approved third party vendors, outline application & network requirements, • Ensure compliance to OnQ hardware standards and facilitate the connection to Hilton Wide Area Network.

	• Pre-live preparation including kick-off meeting, detailed project preparation and guidance, weekly conference calls, focused preparation and change impact in revenue and finance areas, WebEx sessions and e-learning facilitation • Management, coordination and facilitation of on-site implementation and change management training process • Post implementation support and follow-up.

1.5 Implementation Services. HSS may, in its sole discretion, provide implementation services for Customer's Authorized Equipment and related Certified Third Party Software. Some are described below but more exact requirements may be set forth in the applicable Brand and/or Standards Manual(s) and are subject to change by HSS or Hilton Domestic Operating Company Inc. ("HDOC") or their affiliates or subsidiaries from time to time. HSS will provide the services using Systems Implementation consultants. The number of consultants and number of days they will be used will be determined by HSS based upon the size and type of the Hotel and the Hotel's IT requirements. These consultants may:

(a) 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;
(b) provide procedural support for the property management system to the Hotel's management;
(c) work with the Hotel's management to adapt their use of the Information System to meet the Hotel's requirements;
(d) support the Hotel's staff in their use of the Information System through the Hotel's management;
(e) 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.);
(f) install or approve the installation of equipment to meet the requirements of the Hotel, HSS and the manufacturer of the Authorized Equipment;
(g) 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.);
(h) verify that all front desk staff and Hotel's management have successfully completed the Information System Guided Tour & Training;
(i) identify and address operational problems that involve the Information System;
(j) formulate and present recommendations that maximize efficient use of the Information System;
(k) administer a trial run of the Information System to verify that the front desk staff and audit staff have been trained properly;
(l) identify and address operational problems that involve the Information System; and
(m) formulate and present recommendations that maximize efficient use of the Information System.

1.6 Authorized Equipment Installation. Whether Customer elects to purchase or lease Authorized Equipment from a Preferred Provider or through one of the Master Agreements HSS will coordinate the installation of such Authorized Equipment at the Hotel.

A. Customer or HSS, in HSS's discretion, will obtain and maintain throughout the term hereof, at Customer's cost, the necessary communication vehicles and services for direct communication between HSS and the Hotel as is reasonably necessary for the operation of, and for the diagnosing of issues involving, the Agreement Products and Services, including without limitation, network access and wide area network connections to the Central Reservation System and Internet.

B. Customer will 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 Authorized Equipment. Customer will furnish any electrical connections and dedicated phone lines which may be required by HSS and will 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.

C. Any delay in shipment and installation of such Authorized Equipment or Certified Third Party Software, including delays by communications vendors, Preferred Providers or any other retailers, 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 will 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.

D. If Customer elects to purchase Authorized Equipment from another retailer, it will be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS's determination that it conforms to HSS's specifications and testing procedures and can be configured with the Software.

1.7 Software Installation.

A. Unless specifically stated as being implemented by HSS, it is Customer's obligation to install the Software on the Authorized Equipment and any related hardware 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 be operational prior to other Software modules. Customer will be responsible for all fees and costs incurred in the installation of Software and any related Software.

B. If Customer purchases the Authorized Equipment from HSS or a Preferred Provider, the Preferred Provider or HSS will install the Software and any related software as described in this Agreement on the Authorized Equipment and HSS 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 Provider, HSS 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 will be as set out above and in this Agreement, and Customer hereby agrees to permit the Preferred Provider or HSS to install any and all other Software modules on the Authorized Equipment in or at the Hotel, as provided for herein.

C. If Customer purchases such Authorized Equipment from a retailer other than the Preferred Provider, Customer will pay for configuring the Authorized Equipment purchased from such retailer, with the Software. Customer will also be responsible for shipping and shipping related costs to and from HSS for such configuration. Customer is solely responsible for all customs clearance in the country of operation and any customs clearance fees, taxes or other applicable charges.

1.8 Third Party Interface Testing and Connectivity: If Customer requires the implementation of any interface software for connectivity to third party systems, Customer will 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. The cost incurred by any third party vendors for testing and implementing connectivity to third party systems will be billed to Customer by HSS, or such vendors for the license of each copy of the Proprietary Software and the Certified Third Party Software licensed to Customer by HSS.

1.9 Certain Costs

A. The Customer is responsible for paying the following fees:

Cost of IT Project Services:

IT Opening Project Manager	$%INTLITOPENPM%
IT Manager or Consultant / Local Hotel Opening Support	$%INTLITOPENMC%
Hardware Deployment Engineer – New Opening/Brand Conversion	$%INTLINSTFEE%
Infrastructure Change Coordination	$%INTLINFCHGCO%

Cost of Installation Management, Implementation and Training Services:

Project Management and Contracting Fee	$%INTLDEPLPM%
Hilton Onsite Change Management Fee	$%INTLCHANGEMGMTFEE%
Hilton Business Process Training Materials	$%INTLBUSINESSTRAIN%
Hilton Implementation Fee	$%INTLIMPFEE%
Oracle Hospitality / Hilton Domestic Operating Company Integration	$%IntlMfHwIntegration%
Hilton Onsite Revenue Conversion Preparation	$%INTLREVPREP%
Brand Training Materials	$%INTLPreOpenMat%
Delphi Implementation Specialist	$%INTLDELPHIIMP%
IdeaS Implementation Fee	$%INTLIDEAS%
Digital Floor Plan Setup Fee	$%INTLDigitalFloorSetup%
Salesforce Community License	$%INTLSalesforce%

Maintenance Notes: %MaintComments%

(Travel expenses, per diem fees and related costs will be the responsibility of Customer and will be invoiced to Customer separately by HSS or an affiliate of HSS or the Preferred Provider.)

B. Other. If Customer attaches or uses third party equipment, software, and/or interfaces with any of the Agreement Products and Services, the Central Reservation System or the internet which have not been certified or approved by HSS as meeting HSS' specifications and/or does not conform to the standards provided by the HSS or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS' specifications, the Agreement Products and Services or such third party equipment, software, and/or interfaces may need to be reconfigured and the entire cost of such reconfiguration will be borne by Customer. Where HSS specifications cannot be met with such third party equipment, software, and/or

interfaces, such third party equipment, software and/or interfaces will, at Customer's sole cost, be removed and/or replaced as directed by HSS.

1.10 HSS Representatives on-Site at Hotel. Customer must have its representative(s) on-site at the Hotel for the implementation of the Agreement Products and Services identified in this Order Document. Once HSS's representatives are on-site, any delays will result in additional expense to Customer. If a delay in implementation of any of the Agreement Products and Services caused solely by Customer necessitates the departure and re-scheduling of HSS' representatives, then, in addition to the other fees set forth in this Order Document, Customer will be required to pay a fee consisting of charges for such representatives' work days and travel days (each currently U$700.00 per representative per day), change fees, and additional travel expenses. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of HSS' representatives.

2. Proprietary Software Maintenance / Help Desk Services.

2.1 Proprietary Software Maintenance.

A. HSS will provide Customer with Proprietary Software Maintenance and support services (the "Proprietary Software Maintenance") for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date.

B. The first monthly payment will be invoiced upon the opening of the Hotel. For the avoidance of doubt, HSS has no obligation to provide Customer with maintenance, support or Help Desk services for any Certified Third Party Software; maintenance support and services for Certified Third Party Software is to be provided by the applicable Preferred Provider pursuant to the applicable Master Agreement. The Proprietary Software Maintenance and support offered by HSS is described in *Schedule A*.

C. HSS is unable to modify, and does not provide support for, the Certified Third Party Software. Provided Customer has paid for all Software Maintenance and other fees charged hereunder and satisfied all other obligations under the Agreement, HSS will supply Customer with any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software ("Updates") generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS ("Software Maintenance"). Such Updates will be HSS' sole and exclusive property and will be deemed part of the Proprietary Software hereunder. Customer agrees that it may be required to purchase some Updates to the Proprietary Software, which are charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

2.3 Use of Certified Third Party Software Only. 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 will have no further obligations to provide any Software Maintenance services to Customer.

2.4 Increases/Decreases. HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such costs and the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

2.5 Certain Cost and Payment Terms. Customer will be billed separately for certain enhancements provided by HSS in its discretion from time to time related to Information System ("System Enhancements"). The annual cost of System Enhancements for Customer's Hotel is %INTLSYSYEAR%, payable in monthly installments of $%MONTH% per month.

2.6 Help Desk Services. HSS will provide Customer Help Desk services for the Proprietary Software for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date. The annual fee, payable in monthly installments, is as follows:

Help Desk Services	Fee	
	Annual Payment	Monthly Payment
Help Desk Services	$%INTLHelpYear%	$%INTLHelpMonth%

3. Additional Services.

3.1 Additional Services Purchased Under This Ordering Document. HSS will provide the following additional Services (if any are listed) for the fees noted: **N/A**

4. Authorized Equipment.

4.1. Authorized Equipment Purchased or Leased. Customer must purchase or lease sufficient Authorized Equipment meeting the requirements identified by HSS in accordance with *Schedule B-1 – Authorized Equipment* to this Order Document. The Authorized Equipment will be selected based on the technology needs of the Hotel and Customer's obligations under this Agreement.

4.2. Authorized Equipment Maintenance. Customer must purchase maintenance services as described in *Schedule B-2 – Authorized Equipment Maintenance and Refresh* for all of the Authorized Equipment it purchases or leases.

5. Expenses. If HSS or Preferred Provider personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing services hereunder, Customer will pay for or promptly reimburse HSS or Preferred Provider, as applicable,for same, subject to reasonable documentation of such expenses.

6. Customer Responsibilities. Customer will 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 will 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.

7. Exclusions. HSS's obligations under the Agreement will 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, Certified Third Party Software or Authorized Equipment 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 provisions of the 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 will be fixed, in HSS's sole discretion, at HSS's then current time and material charges. HSS will be under no obligation, however, to fix any such Customer or externally caused errors, defects or problems.

8. Joinder Agreement. *Schedules C* contains the Joinder Agreement under which Customer can obtain products from Microsoft. Customer is required to sign this agreement if it is obtaining any products from this Preferred Provider in connection with this Order Document.

9. Request for Products or Services. The form to use when requesting additional products or services not contained in this Order Document is contained in *Schedule E – Form of Request for Products or Services.*

10. Notices. Questions and notices regarding this Order Document should be directed to:

The Attention of:	Scott Greenberg
Address:	Hilton System Solutions LLC 755 Crossover Lane Memphis, Tennessee 38117
Telephone Number:	(901) 374-5510
Email Address:	Scott.Greenberg@hilton.com

ORDER DOCUMENT - Tajikastan

Customer Name:	%LegalEntity%	**Customer Contact:**	%GMName% %PrimaryContactHeading%
Customer Address:	%PrimaryContactName% %PrimaryContactAddress1% %PrimaryContactAddress2% %PrimaryContactZip% %PrimaryContactCity% %PrimaryContactCountry%		%PropertyName% %PropertyAddress1% %PropertyAddress2% %PropertyCity% %PropertyZip% %PropertyCountry%
Property Name:	%PropertyName%	**Issue Date:**	%CreationDate%

This Order Document is issued under and is a part of the ***Information Technology System Agreement*** ("Agreement") between Hilton Systems Solutions, LLC ("HSS") and %LegalEntity**%** ("Customer") and includes all of its schedules, attachments, and exhibits as well as all other documents expressly incorporated into it by reference. It becomes effective on the date identified by HSS under the signature blocks below ("Order Effective Date") and when signed by both parties is automatically incorporated into and becomes part of the Agreement. All licenses and sublicenses of software, all subscriptions, all Services and all equipment provided herein or obtained hereunder are subject to the terms and conditions of the Agreement and to the terms of this Order Document. Unless otherwise specified the defined terms in this Order Document have the meanings given them in the Agreement.

The pricing provided here for goods and services provided by Hilton is valid for a period of ninety (90) days following the date of issue of this Order Document to Customer ("Issue Date"). Should this Order Document not be signed by the Customer within those (90) days, Customer must obtain written confirmation from HSS that the pricing requested by Customer remains in effect.

Except as otherwise noted herein or in the applicable invoice all payments required by this Order Document must be made in United States Dollars within thirty (30) days of receipt of the invoice therefore. Customer acknowledges and agrees that HSS or its Affiliates may derive revenues and/or other material consideration on all or a portion of the fees paid by Customer and that HSS may use third parties to perform the Services. All fees indicated are exclusive of applicable taxes, shipping, insurance, rigging, duties and other related fees and expenses, all of which are payable by Customer. Provision of the Authorized Equipment, Software and Services is made in consideration of the Customer's promise herein to pay the fees therefor and is subject to Customer's timely payment of such fees. HSS may delegate certain of its operational responsibilities hereunder to third parties but remains responsible therefore.

EXECUTION INSTRUCTIONS: **Please sign this Order Document, the document in *Schedule C* and any other Schedules indicated as needing your signature.**

IN WITNESS WHEREOF, by the signature of its respective authorized representative, each of the parties agrees to be bound by all of the terms of this Order Document.

HSS **Hilton Systems Solutions, LLC**	**CUSTOMER:** %LegalEntity%
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

The Order Effective Date for this Order Document is the date it is signed by HSS.

1. Software and Related Services.

1.1 Software. This Agreement does not grant Customer the right to use or access HSS' OnQ® Proprietary Software for Customer's property management system. Instead, Customer is required to use the Third Party PMS Products in accordance with Customer's Third Party PMS Agreement. HSS does, however, hereby license to Customer the following Proprietary Software and sublicenses to Customer the following Certified Third Party Software under the terms specified in the Agreement.

A. Base Operational Software (Proprietary Software unless otherwise noted)**:**

	Software	Those Being Licensed to Customer are Noted with "X"
1.	Operations Audit	**X**
2.	Customer Relationship Management	**X**
3.	OnQ™ Insider	**X**
4.	OnQ™ Rate and Inventory	**X**

Customer will pay HSS or a retailer approved by HSS, a fee for the license of each copy of the Proprietary Software installed on the Authorized Equipment 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. The costs of Third Party PMS Products will be billed directly to Customer by the Third Party PMS supplier pursuant to Customer's Third Party PMS Agreement.

B. Certified Third Party Software.

%INTLSoftwareListwithQTY%

HSS may require that Customer use additional Proprietary Software and Certified Third Party Software for the proper operation of the Agreement Products and Services. Use of that Software is subject to the terms of this Agreement. Some of such Software may be Certified Third Party Software, such as malware anti-virus software or Microsoft Windows, SQL, or Exchange, that may be purchased through a Master Agreement ("**Additional Certified Third Party Software**"). The fee for the license of each copy of such Additional Certified Third Party Software will be billed to and payable by Customer.

Additional Certified Third Party Software Licenses $%INTLOnQOSandDBSoftware%

(Price excludes taxes, configuration, imaging and installation related costs)

C. Revenue Management System: Customer will pay HSS or a provider approved by HSS the license fees for certain revenue management system software needed for the operation of Customer's hotel, as determined by HSS in its sole discretion. The license fees for any such revenue management system software will be billed separately. Customer will be responsible for the cost of any services necessary for the installation of any revenue management system software and for the implementation and verification of the proper functioning of such revenue management system software on Customer's equipment. The cost of such services and the travel costs for any on-site services will be billed separately by HSS or the provider.

D. Electronic Mail: Customer will pay HSS for the license fees for electronic mail. The license fees for electronic mail will be billed separately. Certain additional Software may be required by HSS for the operation of Customer's hotel. Any such additional Software will be provided pursuant to the terms, conditions and limitations contained in the Agreement and, as applicable, the terms, conditions and limitations required by the supplier of such additional Software.

E. Project Management: HSS will exercise full Project Management for the preparation, installation and/or implementation of the Third Party PMS Products as part of OnQ®. HSS in its sole discretion may require additional HSS or Preferred Provider presence at the Customer's Site during the installation.

1.2 Training and Training Materials: Customer's employees who have responsibilities related to the use of the Proprietary Software modules described above will need on-site training for the access to and use by Customer or Customer's Hotel of the Third Party PMS Products and for Hilton Business Process Training, which may be included in this Agreement and/or in Customer's Third Party PMS Agreement, but is not provided for in the Technology Program License Agreement in *Schedule D* ("Technology Program"). HSS will charge Customer a fee related to Hilton Business Process Training and a fee related to Training and Project Management all as further set forth below.

1.3 Site Surveys. Customer and HSS will mutually determine the scope, schedule and timing of a site survey that may be required for the preparation, installation and/or implementation of OnQ and the Third Party PMS Products (the "Site Survey"). HSS and Customer will identify the responsible parties for each aspect of the Site Survey. In preparation for any Site Survey, Customer will provide

information and documentation relative to the Hotel as requested by HSS, including, but not limited to, hotel drawings, room locations and wiring diagrams. If HSS performs on-site services during the Site Survey, the Customer is responsible for providing timely access to the Hotel property, as well as complimentary room nights with confirmed reservations at the Hotel, as needed in the course of performing the Site Survey. A Hotel representative will be appointed by Customer to provide escort and access to guest rooms for the room inspection portion of the Site Survey. The fees and costs for any work performed by HSS relative to the Site Survey, including any fees for creation and validation of the wireless network design, any travel expenses, per diem fees and other out-of-pocket related costs, will be billed separately by HSS to the Customer. Any additional costs incurred due to delays in performing the Site Survey caused by the Customer's Hotel will also be billed to Customer.

Site Survey Fees $%INTLTSSiteSurvey% (Price excludes taxes, travel expenses, per diem fees and related costs)

1.4 IT Project Services: HSS will, with agreement of Customer, perform (i) implementation of Customer's Authorized Equipment and related Certified Software, (ii) installation of Customer's Authorized Equipment, and (iii) third party product interface testing and connectivity establishment. Details regarding these Services are available from HSS. The specific services and the charges and costs for the services provided under this Section may vary depending upon size, brand and complexity of Customer's Hotel. These specialists and the services they may perform may include, without limitation, the following:

SS Specialists	Services May Include Without Limitation:
IT Opening Project Manager (Owned and Managed Hotels only)	• Project Initiation Phase – Site Survey, budget preparation, plan creation • Project Management Phase – technical design assistance, system and application recommendations, project meetings, budget and plan management • Pre-Opening Phase – third party order coordination, escalation points for IT Manager
IT Manager or Consultant	• Management of various activities. • Where practical, HSS may also provide approved third party contractors, or a HSS seconded resource, which would also be chargeable to Customer Utility Server build, installation and software load (Managed Hotels only) • Pre-Opening office set up and support. • Training room set ups. • Physical hardware deployment except OnQ server. • Onsite third party vendor management. • Technical live support cover and documentation.
Hardware Deployment Engineer – New Opening / Brand Conversion:	• PMS Server build, installation and software load. • Utility Server build, installation and software load (Managed Hotels only). • Remote Desktop Services Server build, installation and software load. • Application Servers build (Managed Hotels only). • Assist with installation of PMS workstations & printers. • Completion of connection of Customer's Hotel to Hilton Wide Area Network (WAN). • Review of IT environment. The time needed for completion of Hardware Deployment Engineer activities either onsite, remotely or combination of both will depend upon the network complexity of Customer's Hotel and will be chargeable.
Infrastructure Change Coordinator – Information System Server Consolidator - Hilton Family Brand Conversions:	HSS may provide and charge Customer for services to coordinate the execution of the required infrastructure changes needed for Information System server consolidations (from dual-server to single server) and for brand conversions which require changes on multiple backend infrastructure systems. These services may include, but not be limited to: • Credit card encryption key manager changes. • Domain Name System (DNS) changes.
Implementation Project Manager and a Contracts Manager	HSS may provide and charge Customer for an Implementation Project Manager and a Contracts Manager to be assigned to Hotel and to provide end-to-end project management services. These services may include, but not limited to: • Facilitation of contracting process • Advice on mandatory hardware, introduction of approved third party vendors, outline application & network requirements, • Ensure compliance to OnQ hardware standards and facilitate the connection to Hilton Wide Area Network. • Pre-live preparation including kick-off meeting, detailed project preparation and guidance, weekly conference calls, focused preparation

	and change impact in revenue and finance areas, WebEx sessions and e-learning facilitation • Management, coordination and facilitation of on-site implementation and change management training process • Post implementation support and follow-up.

1.5 Implementation Services. HSS may, in its sole discretion, provide implementation services for Customer's Authorized Equipment and related Certified Third Party Software. Some are described below but more exact requirements may be set forth in the applicable Standards and/or Manual(s) and are subject to change by HSS or Hilton Domestic Operating Company Inc. ("HDOC") or their affiliates or subsidiaries from time to time. HSS will provide the services using System Implementation consultants. The number of consultants and number of days they will be used will be determined by HSS based upon the size and type of the Hotel and the Hotel's IT requirements. These consultants may:

(a) 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;
(b) provide procedural support for the property management system to the Hotel's management;
(c) work with the Hotel's management to adapt their use of the Information System to meet the Hotel's requirements;
(d) support the Hotel's staff in their use of the Information System through the Hotel's management;
(e) 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.);
(f) install or approve the installation of equipment to meet the requirements of the Hotel, HSS and the manufacturer of the Authorized Equipment;
(g) 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.);
(h) verify that all front desk staff and Hotel's management have successfully completed the Information System Guided Tour & Training;
(i) identify and address operational problems that involve the Information System;
(j) formulate and present recommendations that maximize efficient use of the Information System;
(k) administer a trial run of the Information System to verify that the front desk staff and audit staff have been trained properly;
(l) identify and address operational problems that involve the Information System; and
(m) formulate and present recommendations that maximize efficient use of the Information System.

1.6 Authorized Equipment Installation. Whether Customer elects to purchase or lease Authorized Equipment from a Preferred Provider through one of the Master Agreements HSS will coordinate the installation of such Authorized Equipment at the Hotel.

A. Customer or HSS, in HSS's discretion, will obtain and maintain throughout the term hereof, at Customer's cost, the necessary communication vehicles and services for direct communication between HSS and the Hotel as is reasonably necessary for the operation of, and for the diagnosing of issues involving, the Agreement Products and Services, including without limitation, network access and wide area network connections to the Information System and Internet.

B. Customer will 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 Authorized Equipment. Customer will furnish any electrical connections and dedicated phone lines which may be required by HSS and will 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.

C. Any delay in shipment and installation of such Authorized Equipment or Certified Third Party Software, including delays by communications vendors, Preferred Providers or any other retailers, 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 will 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.

D. If Customer elects to purchase Authorized Equipment from another retailer, it will be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS's determination that it conforms to HSS's specifications and testing procedures and can be configured with the Software.

1.7 Software Installation.

A. Unless specifically stated as being implemented by HSS, it is Customer's obligation to install the Software on the Authorized Equipment and any related hardware 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 be operational prior to other Software modules. Customer will be responsible for all fees and costs incurred in the installation of Software and any related Software.

B. If Customer purchases the Authorized Equipment from HSS or a Preferred Provider, the Preferred Provider or HSS will install the Software and any related software as described in this Agreement on the Authorized Equipment and HSS 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 Provider, HSS 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 will be as set out above and in this Agreement, and Customer hereby agrees

to permit the Preferred Provider or HSS to install any and all other Software modules on the Authorized Equipment in or at the Hotel, as provided for herein.

C. If Customer purchases such Authorized Equipment from a retailer other than the Preferred Provider, Customer will pay for configuring the Authorized Equipment purchased from such retailer, with the Software. Customer will also be responsible for shipping and shipping related costs to and from HSS for such configuration. Customer is solely responsible for all customs clearance in the country of operation and any customs clearance fees, taxes or other applicable charges

1.8 Third Party Interface Testing and Connectivity: If Customer requires the implementation of any interface software for connectivity to third party systems, Customer will 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. The cost incurred by any third party vendors for testing and implementing connectivity to third party systems will be the responsibility of Customer.

1.9 Certain Costs

A. The Customer is responsible for paying the following fees:

Cost of IT Project Services:

IT Opening Project Manager	$%INTLITOPENPM%
IT Manager or Consultant / Local Hotel Opening Support	$%INTLITOPENMC%
Hardware Deployment Engineer – New Opening/Brand Conversion	$%INTLINSTFEE%
Infrastructure Change Coordination	$%INTLINFCHGCO%

Cost of Installation Management, Implementation and Training Services:

Project Management and Contracting Fee	$%INTLDEPLPM%
Hilton Onsite Change Management Fee	$%INTLCHANGEMGMTFEE%
Hilton Business Process Training Materials	$%INTLBUSINESSTRAIN%
Hilton Implementation Fee	$%INTLIMPFEE%
Oracle Hospitality / Hilton Domestic Operating Company Integration	$%IntlMfHwIntegration%
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IdeaS Implementation Fee	$%INTLIDEAS%
Digital Floor Plan Setup Fee	$%INTLDigitalFloorSetup%
Salesforce Community License	$%INTLSalesforce%

Maintenance Notes: %MaintComments%

(Travel expenses, per diem fees and related costs will be the responsibility of Customer and will be invoiced to Customer separately by HSS or an affiliate of HSS or the Preferred Provider.)

B. Other. If Customer attaches or uses third party equipment, software, and/or interfaces with any of the Agreement Products and Services, the Information System or the internet which have not been certified or approved by HSS as meeting HSS' specifications and/or does not conform to the standards provided by the HSS or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS' specifications, the Agreement Products and Services or such third party equipment, software, and/or interfaces may need to be reconfigured and the entire cost of such reconfiguration will be borne by Customer. Where HSS specifications cannot be met with such third party equipment, software, and/or interfaces, such third party equipment, software and/or interfaces will, at Customer's sole cost, be removed and/or replaced as directed by HSS.

1.10 HSS Representatives on-Site at Hotel. Customer must have its representative(s) on-site at the Hotel for the implementation of the Agreement Products and Services identified in this Order Document. Once HSS's representatives are on-site, any delays will result in additional expense to Customer. If a delay in implementation of any of the Agreement Products and Services caused solely by Customer necessitates the departure and re-scheduling of HSS' representatives, then, in addition to the other fees set forth in this

Order Document, Customer will be required to pay a fee consisting of charges for such representatives' work days and travel days (each currently U$700.00 per representative per day), change fees, and additional travel expenses. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of HSS' representatives.

2. Proprietary Software Maintenance / Help Desk Services.

2.1 Proprietary Software Maintenance.

A. HSS will provide Customer with Proprietary Software Maintenance and support services (the "Proprietary Software Maintenance") for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date.

B. The first monthly payment will be invoiced upon the opening of the Hotel. For the avoidance of doubt, HSS has no obligation to provide Customer with maintenance, support or Help Desk services for any Certified Third Party Software; maintenance support and services for Certified Third Party Software is to be provided by the applicable Preferred Provider pursuant to the applicable Master Agreement. The Proprietary Software Maintenance and support offered by HSS is described in *Schedule A*.

C. HSS is unable to modify, and does not provide support for, the Certified Third Party Software. Provided Customer has paid for all Software Maintenance and other fees charged hereunder and satisfied all other obligations under the Agreement, HSS will supply Customer with any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software ("Updates") generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS ("Software Maintenance"). Such Updates will be HSS' sole and exclusive property and will be deemed part of the Proprietary Software hereunder. Customer agrees that it may be required to purchase some Updates to the Proprietary Software, which are charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

2.3 Use of Certified Third Party Software Only. 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 will have no further obligations to provide any Software Maintenance services to Customer.

2.4 Increases/Decreases. HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such costs and the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

2.5 Certain Cost and Payment Terms. Customer will be billed separately for certain enhancements provided by HSS in its discretion from time to time related to Information System ("System Enhancements"). The annual cost of System Enhancements for Customer's Hotel Is %INTLSYSYEAR%, payable in monthly installments of $%MONTH% per month.

2.6 Help Desk Services. HSS will provide Customer Help Desk services for the Proprietary Software for a term of one (1) year (with annual renewals thereafter at the option of HSS) commencing on the Order Effective Date. The annual fee, payable in monthly installments, is as follows:

Help Desk Services	Fee	
	Annual Payment	Monthly Payment
Help Desk Services	$%INTLHelpYear%	$%INTLHelpMonth%

3. Additional Services.

3.1 Additional Services Purchased Under This Ordering Document. HSS will provide the following additional Services (if any are listed) for the fees noted: **N/A**

4. Authorized Equipment.

4.1. Authorized Equipment Purchased or Leased. Customer will purchase or lease Authorized Equipment meeting the requirements identified by HSS in accordance with *Schedule B-1 – Authorized Equipment* to this Order Document. The Authorized Equipment will be selected based on the technology needs of the Hotel and Customer's obligations under this Agreement.

4.2. Authorized Equipment Maintenance. Customer must purchase maintenance services as described in *Schedule B-2 – Authorized Equipment Maintenance and Refresh* for all of the Authorized Equipment it purchases or leases.

5. Expenses. If HSS or Preferred Provider personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing services hereunder, Customer will pay for or promptly reimburse HSS or the Preferred Provider, as applicable, for the same, subject to reasonable documentation of such expenses.

6. Customer Responsibilities. Customer will 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 will 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.

7. Exclusions. HSS's obligations under the Agreement will not apply to any errors, defects or problems caused in whole or in part by any of the following: (i) any modifications or enhancements made to any Proprietary Software, Certified Third Party Software or Authorized Equipment by Customer or any third person or entity other than HSS or its designee; (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 access or any 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 provisions of the 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 will be fixed, in HSS's sole discretion, at HSS's then current time and material charges. HSS will be under no obligation, however, to fix any such Customer or externally caused errors, defects or problems.

8. Joinder Agreement. *Schedules C* contains the Joinder Agreement under which Customer can obtain products from Microsoft. Customer is required to sign this agreement if it is obtaining any products from this Preferred Provider in connection with this Order Document.

9. Request for Products or Services. The form to use when requesting additional products or services is contained in *Schedule E – Form of Request for Products or Services.*

10. Notices. Questions and notices regarding this Order Document should be directed to:

The Attention of:	Scott Greenberg
Address:	Hilton Systems Solutions LLC 755 Crossover Lane Memphis, Tennessee 38117
Telephone Number:	(901) 374-5510
Email Address:	Scott.Greenberg@hilton.com

SCHEDULE A

SOFTWARE MAINTENANCE

1. **General.** HSS may provide Customer with maintenance and support for Proprietary Software for the term of this Agreement, commencing upon execution hereof**.**

2. **Use of Certified Third Party Software Only.** Customer understands that the use of any software other than that provided by HSS pursuant to this Agreement or pursuant to Customer's Third Party PMS Agreement, unless such additional third party software has been otherwise approved in writing by the HSS Information Technology Department (collectively, "**Certified Software**"), is not warranted for use on the Authorized Equipment. 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 for Proprietary Software.

3. **Software Maintenance.**

(a) Customer acknowledges and understands that HSS is unable to modify the Certified Third Party Software. HSS does not provide support for Certified Third Party Software or for any software provided under the Third Party PMS Agreement. 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 provided hereunder, 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 fix such condition.

(b) With respect to the Proprietary Software, provided Customer has paid for any Software Maintenance and other fees charged hereunder and satisfied all other obligations under this Agreement and under Customer's License Agreement, HSS shall supply Customer with 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 ("**Software Maintenance**"). Such enhancements, improvements, updates, additions, and/or modifications which are supplied by HSS to Customer, and all Intellectual Property Rights shall be HSS' 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 it may be required to purchase some enhancements, improvements, updates, and/or modifications to the Proprietary Software, which are 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 replicate 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' 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 any 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. **Proprietary Rights.** Any changes, improvements, additions, and/or modifications to any of the Proprietary Software supplied by HSS to Customer, and all proprietary rights therein, including without limitation copyrights, patents and trade secret rights, shall be HSS' sole and exclusive property, and all such software shall be subject to the terms and conditions of the Agreement.

7. **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.

8. **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 hotel site for the purpose of providing maintenance services hereunder at HSS' standard rates and charges.

9. **Cost and Payment Terms.** Customer will be billed separately for certain services related to HSS' Help Desk ("**Help Desk Services**"). The annual cost of Help Desk Services for Customer's hotel is $%INTLHelpYear%.

Customer will also be billed separately for certain enhancements provided by HSS in its discretion from time to time related to Information System ("**System Enhancements**"). The annual cost of System Enhancements for Customer's hotel is $%INTLSYSYEAR%, payable in monthly installments of $%MONTH% per month. The fee for System Enhancements is not included under *Schedule D* (if applicable) or otherwise under the terms of a HILTON Brand Division Program.

HSS reserves the right to increase or decrease the Software Maintenance cost, the cost of Help Desk Services, and/or the fee for System Enhancements to reflect increases or decreases in such cost internally and from the Preferred Providers of such services and to reflect the addition or construction of additional guest rooms (or suites) by Customer for Customer's hotel.

Even where Software Maintenance, support services or Help Desk Services are provided at no additional cost under *Schedule D* (if applicable) or otherwise under the terms of a HILTON Division Brand Program, any travel expenses, *per diem* fees and related costs for any such services that are provided on-site will be the responsibility of Customer and will be billed to Customer separately.

SCHEDULE B-1

AUTHORIZED EQUIPMENT

The term "**Authorized Equipment**" includes the equipment needed (including its specifications and quantity) to operate the software provided Customer for use with the Third Party PMS Products and the Software provided hereunder, all of which must conform to standards provided by the supplier of the Third Party PMS Products and HSS.

1. **Authorized Equipment Purchased by Customer.** Customer may purchase the Authorized Equipment from the Preferred Provider of Customer's choice or from another retailer; however, in all circumstances the Authorized Equipment must conform to HSS' specifications.

2. **Authorized Equipment As Personal Property.** The Authorized Equipment will be at all times, personal property which shall not, by reason of connection to Customer's Hotel, become a fixture or appurtenance to the Hotel.

SCHEDULE B-2

AUTHORIZED EQUIPMENT MAINTENANCE AND REFRESH

1. **Maintenance for the Authorized Equipment**. Customer will take all steps necessary to provide throughout the term of this Agreement all necessary maintenance services for the Authorized Equipment it purchases or leases and any and all of the other equipment that HSS has approved for installation on Customer's Information System. Customer has elected to enter into a separate agreement with a Preferred Provider maintenance company or another maintenance company ("Maintenance Company") selected by Customer to provide maintenance services ("Equipment Maintenance") for the Authorized Equipment.

2. **Refresh of Authorized Equipment**. Under HSS' refreshment program, Customer will be responsible for and will pay for all fees and costs for the replacement or refreshment of the Authorized Equipment as identified in HSS' 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 Maintenance Company 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) will be the same as the terms and conditions of this Schedule, 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 approximate three (3) year cycle. If Customer fails to meet HSS's timeline for Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, without limitation, higher fees and costs for equipment maintenance and software maintenance.

3. **Use of Certified Software Only.** Customer understands that use of any software other than the Certified 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 Software or such approved software on the Authorized Equipment, HSS will have no further obligations to provide any Support Services to Customer.

SCHEDULE C

MICROSOFT PARTICIPATION AGREEMENT

This Participation Agreement is entered into by the party signing below ("you" or "Customer Affiliate") for the benefit of the Microsoft affiliate ("Microsoft" and "we") and will be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and Hilton Worldwide Inc. ("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 WITHOUT LIMITATION WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, 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

g. 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 will be deemed to be a breach of this Participation Agreement and will be grounds for immediate termination of all rights granted hereunder.

Dated as of _____.

CUSTOMER AFFILIATE:

%LegalEntity%

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE D

TECHNOLOGY PROGRAM LICENSE AGREEMENT
FOR USE WITH THE THIRD PARTY PMS AGREEMENT

This Technology Program License Agreement (this "**Technology Program Agreement**") for use with Third Party PMS Agreement is entered into as of the Effective Date defined herein between Hilton Systems Solutions, LLC, a Delaware limited liability company ("**HSS**") and %LegalEntity% (the "**Customer**") for Customer's Hotel (the "**Hotel**") known as %PropertyName% and located at %PropertyAddress2% %PropertyZip% %PropertyCity% %PropertyCountryDesc%.

In connection with the Information Technology Systems Agreement for use with Third Party PMS 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 Hotel), HSS is willing to make certain benefits available to Customer for the above Hotel under the Technology Program (the "**Technology Program**"), on the terms, conditions and limitations hereinafter set forth. This Technology Program Agreement is part of, and incorporated by reference into, the HITS Agreement.

. For good, valuable and sufficient consideration, Customer hereby enters into this Technology Program Agreement, and HSS and Customer agree as follows:

1. Customer's Benefits. The following benefits are provided to Customer by HSS during the term of this Technology Program Agreement:

a) Third Party Property Management System. As an alternative to Customer's use of HSS' OnQ® Property Management Technology, Customer has entered into a Third Party PMS Agreement for the use of a Third Party PMS Products at Customer's Hotel. The Technology Program shall cover the specifically set forth license fees and maintenance fees applicable to the Hotel for the Third Party PMS Products licensed or sublicensed to Customer by the third party pursuant to Customer's Third Party PMS Agreement and the terms and conditions set forth therein. The payment of the fees for the Hotel's Technology Program is determined as follows:

i) For all hotels that are not full service brand hotels (currently, Hampton by Hilton and Hilton Garden Inn hotels) but the operations are managed for Customer by an affiliate of HSS through a Management Agreement, the payment of the fees for the Hotel's Technology Program (other than any fees for the software license or Software Maintenance for the Revenue Management System described below) are paid for through the Group Services Benefit Program for such managed hotels.

ii) For all hotels that are operated by Customer under a Franchise License Agreement, the fees for the Hotel's Technology Program are paid for through such hotel's brand division program.

HSS and the Technology Program shall have no other obligations to Customer regarding any software, equipment and/or services provided pursuant to Customer's Third Party PMS Agreement or installation, system conversion, implementation, verification, data conversion or recovery or other services or costs, regardless of cause. For certain hotels, HSS may recommend Oracle Hospitality as the supplier of the Third Party PMS Products; if so, a sample Oracle Hospitality Agreement may be attached hereto.

Customer will be responsible for the cost of any services necessary for the installation of the above Third Party PMS Products, any system or data conversions or restorations required, and for the implementation and verification of the proper functioning of Third Party PMS Products on Customer's equipment. The cost of such services and the travel costs for any on-site services will be billed in accordance with Customer's Third Party PMS Agreement and/or this Agreement, as appropriate.

b) Revenue Management System. HSS will provide the license fees for certain revenue management system software needed for the operation of Customer's hotel, as determined by HSS in its sole discretion. For hotels operated by Customer under a Franchise License Agreement only, HSS may recommend specific revenue management system software; if so, a sample agreement may be provided to Customer..

Customer will be responsible for the cost of any services necessary for the installation of any revenue management system software and for the implementation and verification of the proper functioning of such revenue management system software on Customer's equipment. The cost of such services and the travel costs for any on-site services will be billed separately by HSS or the Preferred Provider and payable by Customer.

c) Electronic Mail. HSS will provide the license fees for electronic mail limited to the number of licenses specified by the Hilton brand division for Customer's hotel.

d) Software Maintenance Fees. The Technology Program covers Customer's Software Maintenance fees relative to the Proprietary Software Modules described above. Fees for System Enhancements, travel expenses, *per diem* fees and related costs for any on-site Software Maintenance are the responsibility of Customer and shall be billed separately to and payable by Customer.

e) Help Desk. For Proprietary Software only, the Technology Program will cover the cost of HSS' Help Desk (telephone customer service support) for certain remote reporting and diagnostic services offered in accordance with HSS' customary business practices and procedures. Provided Customer maintains recommended modem, dial-up telephone line, facsimile machine or other

electronic communication vehicles acceptable to HSS to facilitate the operation of the Help Desk, HSS may perform the above services and may perform certain equipment maintenance services remotely through the Help Desk for any equipment provided by HSS hereunder. Any travel expenses, *per diem* fees and related costs that might result from on-site Help Desk Services will be the responsibility of Customer and will be billed to Customer separately.

2. Customer's Obligations. In consideration of the benefits provided by HSS herein, Customer shall:

a) Perform all of its obligations hereunder and under the HITS Agreement

b) Pay any and all shipping duties and all Taxes (as defined in the HITS Agreement) on any and all software, equipment or services provided under this Technology Program Agreement. Customer also specifically agrees to pay any and all personal property taxes associated with any and all software or equipment provided under this Technology Program Agreement.

c) Pay for all telephone toll charges incurred in providing maintenance and support hereunder.

d) Prevent any liens from attaching to any and all software or equipment provided hereunder.

e) Not allow any other software to be added to Customer's information system, other than software provided pursuant to Customer's Third Party PMS Agreement, Proprietary Software Modules and Certified Third Party Software, without prior specific written permission of HSS.

3. Customer's Conditions. All benefits provided Customer herein and all obligations of HSS under this Technology Program 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 HSS or any of its affiliates or subsidiaries, or any Brand division, including, but not limited to, this Technology Program Agreement, the HITS Agreement and Customer's Relationship Agreement with Hilton Domestic Operating Company, Inc. ("HDOC") or its affiliate or subsidiary.

b) Customer continues to make all other payments to HSS or HSS' Preferred Providers or other ITP's under any applicable agreements and does not become in default under such agreements.

c) Customer's Hotel remains (after conversion and rebranding if applicable) in one of the following Hilton Brand Divisions: Waldorf Astoria, Conrad, Hilton, Doubletree by Hilton, Hilton Garden Inn or Hampton Inn by Hilton.

d) Customer has executed the HITS Agreement or executes the HITS Agreement contemporaneously with this Technology Program Agreement.

4. Termination and Termination Fees. HSS may terminate all of HSS' obligations under this Technology Program Agreement at HSS' 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 Technology Program Agreement shall constitute a default by Customer under the HITS Agreement and in such event, HSS may exercise any of its rights provided under the HITS Agreement. Any default by Customer under the HITS Agreement shall constitute a default and breach of condition by Customer under this Technology Program Agreement. Termination of the HITS Agreement will result in termination of this Technology Program Agreement. HSS may terminate this Technology Program Agreement without terminating the HITS Agreement, whereupon the HITS Agreement shall be construed and enforced as if this Technology Program Agreement had never been entered into (subject to accrued rights and obligations).

Upon termination, Customer shall pay to HSS termination fees which are designed to reimburse HSS in part for unamortized costs under this Technology Program Agreement. The termination fees shall be an amount equal to a percentage of the annual Gross Room Revenue (as defined in Customer's Franchise Agreement or, if none, Customer's Management Agreement) determined by the percentage listed below according to the number of years from Start Date to date of termination applicable to Customer's Hotel.

Percentage of annual Gross Room Revenues due as termination fee as follows:

Year 1	1.00%
Year 2	0.85%
Year 3	0.70%
Year 4	0.55%
Year 5	0.45%
Thereafter	0.30%

5. Additional Software. Additional Certified Third Party Software may be licensed by Customer.

6. Defined Terms. All capitalized terms used in this Technology Program Agreement which are not specially defined in this Technology Program Agreement shall have the meaning ascribed to such terms in the HITS Agreement.

7. Other Important Provisions. The parties mutually acknowledge and agree this Technology Program Agreement is a schedule to the HITS Agreement and that this Technology Program Agreement and its performance by the parties are a part of the transactions contemplated by the HITS Agreement. In the event of conflict between the provisions of this Technology Program Agreement and the

provisions of the HITS Agreement, the provisions of this Technology Program Agreement shall prevail. Except as modified herein, all provisions of the HITS Agreement applicable to the Proprietary Software or Certified Third Party Software and Services are applicable to the equipment, software, and services described herein or provided hereunder. Where HSS or Hilton is providing software or services instead of such items being provided by another Preferred Provider, HSS or Hilton shall be entitled to all of the protections and the limitations of warranties, liabilities and damages provided any other Preferred Provider. Except as the context may otherwise require, all references to "**this Agreement**" in these incorporated provisions shall, for purposes of this Technology Program Agreement, be construed to include this Technology Program Agreement.

8. **Notices.** The notice provisions of the HITS Agreement shall apply to all notices, requests, demands and other communications under this Technology Program Agreement.

9. **Counterparts.** This Technology Program 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.

CUSTOMER: %LegalEntity%	**HILTON SYSTEMS SOLUTIONS, LLC**
By: _____	By: _____
Authorized Signature	Authorized Signature
Print Name: _____	Print Name: Shannon Knox
Title: _____	Title: Vice President, IT Field Services & Strategic Sourcing
Date: _____	Date: _____

ATTACHMENT L (1)

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT

%NetAuthEquip1%

SCHEDULE E / H

FORM OF REQUEST FOR PRODUCTS OR SERVICES

Date: %CreationDate%
INNCODE: %InnCode%
INNCODE Address: %PropertyAddress1%, %PropertyAddress2%, %PropertyZip%, %PropertyCity%, %PropertyCountryDesc%.

Name of Customer: %LegalEntity%
Address of Customer: %PrimaryContactContractAddress2%, %PrimaryContactZip%, %PrimaryContactCity%, %PrimaryContactCountry%.

Dear: %Salutation%

This Letter Agreement ("**Letter Agreement**") confirms your request to purchase, lease, use, license or sublicense ("**Acquire**") additional software and/or services in order to add options, features and/or systems ("**Additions**") to the Information System, and will constitute an amendment to the existing Hilton Information Technology System Agreement previously entered into between ("**Customer**") and Hilton Systems Solutions, LLC ("**HSS**") dated %ExecuteDayName%, %ExecuteMonthName%, %ExecuteYearName% (the "**Agreement**").

It is agreed that you will Acquire the Additions and that you will be billed by HSS or the applicable vendor for the Additions, as listed below. The effective date of billing on the new items will be the date the equipment is shipped, the date upon which you Acquire the Additions, and/or the date upon which you request the Additions, whichever is earliest.

%StdPlusEquipINTL%

Total: %StdPlusTotal%

Total Maintenance: %StdPlusMaintTotal%

The prices shown above exclude taxes, travel expenses, *per diem* fees, related costs, insurance and shipping.

Special Note: %ProjectComments%

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 Hilton Domestic Operating Company Inc. ("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' 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' 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 will 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' specifications and/or does not conform to the standards provided by the supplier of the third party products or if Customer installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS' specifications on the equipment or that does not conform to the standards

provided by the supplier of the third party products, the software may need to be reconfigured and the entire cost of the reconfiguration will 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 will make all payments in United States dollars to HSS or any other party designated by HSS in its sole discretion.

Customer will 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 will purchase and replace, from any source, paper, ribbons, printer maintenance kits, toner and such other operating supplies as will be required for the operation of the Authorized Equipment, but Customer will utilize only such brands as are approved by HSS or the Authorized Equipment manufacturer.

Upon HSS' receipt of a copy of this Letter Agreement signed by a duly authorized representative of Customer, the Agreement will 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 will 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 will be binding upon Customer without the necessity of any further action by HSS. This Letter Agreement will be effective as of the date inserted by Customer below.

Customer 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 will be entered into between Customer and the applicable lessor. Neither HSS nor Hilton will 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 will apply to any Other Equipment obtained from a Preferred Provider (as that term is defined in the Agreement. The Other Equipment will be at all times, personal property which will 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 Provider the total sum for the Other Equipment as required hereunder, the Other Equipment will remain the property of the Preferred Provider, and title will remain with the Preferred Provider, 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 will maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Other Equipment. Said insurance will name HSS as an additional insured. For so long as this obligation remains in effect, Customer will 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 Provider'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' 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 %PSAConsultantPhone%.

Sincerely,

%PSAConsultantName%

Hilton Systems Solutions, LLC

Accepted and Agreed:
Customer Name: %LegalEntity%

By: _____
Authorized Signature

By: _____
Signature

Print Name: Shannon Knox

Print Name and Title: _____

Effective Date: _____

EXHIBIT H

STATEMENT OF DELIVERY
AND RECEIPT

HILTON WORLDWIDE MANAGE LIMITED
HAMPTON BY HILTON

THIS FRANCHISE DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION. READ THIS FRANCHISE DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF HILTON WORLDWIDE MANAGE LIMITED OFFERS YOU A FRANCHISE, YOU MUST BE PROVIDED WITH THIS FRANCHISE DISCLOSURE DOCUMENT AT LEAST TEN DAYS BEFORE YOU SIGN THE FRANCHISE AGREEMENT OR PRELIMINARY FRANCHISE AGREEMENT, OR PAY ANY KIND OF FEE TO HILTON WORLDWIDE MANAGE LIMITED OR TO A COMPANY OR INDIVIDUAL RELATED TO HILTON WORLDWIDE MANAGE LIMITED.

This Franchise Disclosure Document includes the following Exhibits:

Exhibit A	List of Franchisees as of December 31, 2018
Exhibit B	List of Franchisees Terminated, Canceled, Not Renewed or with Changes in Controlling Interest in 2018
Exhibit C	Financial Statements
Exhibit D	Franchise Agreement and Addendum
Exhibit D-1	Development Incentive Note
Exhibit E	Guaranty of Franchise Agreement
Exhibit F	Hotel Project Application
Exhibit G	Information Technology System Agreement (HITS Agreement)
Exhibit H	Receipts

I acknowledge that I have received the Franchise Disclosure Document dated July 31, 2019, as required by **LAW NO. 8.995 OF BRAZIL.**

PROPOSED LICENSEE:

Name of Proposed Licensee: _____

By: _____
(Signature)

Name: _____

Its: _____

Date: _____

OTHER:

Printed Name	**Signature**	**Date**
(1)_____	_____	_____
(2)_____	_____	_____

RETURN ONE COPY OF THIS RECEIPT TO: _____

LOCATION OF PROPOSED HOTEL: _____

STATEMENT OF DELIVERY
AND RECEIPT

HILTON WORLDWIDE MANAGE LIMITED
HAMPTON BY HILTON

THIS FRANCHISE DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION. READ THIS FRANCHISE DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

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PROPOSED LICENSEE:

Name of Proposed Licensee: _____

By: _____
(Signature)

Name: _____

Its: _____

Date: _____

OTHER:

Printed Name	**Signature**	**Date**
(1)_____	_____	_____
(2)_____	_____	_____

RETURN ONE COPY OF THIS RECEIPT TO: _____

LOCATION OF PROPOSED HOTEL: _____