You will operate a Hilton Garden Inn hotel under a franchise agreement with us.

The total investment necessary to begin operation of a typical 132-room Hilton Garden Inn hotel, excluding real property, is $13,054,495 to $27,141,775, including up to $254,495 that must be paid to us or our affiliates.

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

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

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

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

**Issuance Date:** March 30, 2020, as amended June 30, 2020
How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>WHERE TO FIND INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>How much can I earn?</td>
<td>Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits A and B.</td>
</tr>
<tr>
<td>How much will I need to invest?</td>
<td>Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction; Item 7 lists the initial investment to open, and Item 8 describes the suppliers you must use.</td>
</tr>
<tr>
<td>Does the franchisor have the financial ability to provide support to my business?</td>
<td>Item 21 or Exhibit C includes financial statements. Review these statements carefully.</td>
</tr>
<tr>
<td>Is the franchise system stable, growing, or shrinking?</td>
<td>Item 20 summarizes the recent history of the number of company-owned and franchised outlets.</td>
</tr>
<tr>
<td>Will my business be the only Hilton Garden Inn hotel business in my area?</td>
<td>Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.</td>
</tr>
<tr>
<td>Does the franchisor have a troubled legal history?</td>
<td>Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.</td>
</tr>
<tr>
<td>What’s it like to be a Hilton Garden Inn hotel franchisee?</td>
<td>Item 20 or Exhibits A and B lists current and former franchisees. You can contact them to ask about their experiences.</td>
</tr>
<tr>
<td>What else should I know?</td>
<td>These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.</td>
</tr>
</tbody>
</table>
What You Need To Know About Franchising Generally

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business Model Can Change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restriction.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

**Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit I.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.
Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Virginia, unless the franchisor sues you where the hotel is located. If the court rejects these venue selections, then suit may be brought in New York. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or arbitrate with the franchisor in Virginia or New York than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.
THE FOLLOWING APPLIES ONLY TO TRANSACTIONS GOVERNED BY THE
MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE
SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS
ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND
CANNOT BE ENFORCED AGAINST YOU.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel
which deprives a franchisee of rights and protections provided in this act. This shall not
preclude a franchisee, after entering into a Franchise Agreement, from settling any and all
claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term
except for good cause. Good cause shall include the failure of the franchisee to comply with
any lawful provision of the Franchise Agreement and to cure such failure after being given
written notice thereof and a reasonable opportunity, which in no event need be more than 30
days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly
compensating the franchisee by repurchase or other means for the fair market value at the
time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings.
Personalized materials which have no value to the franchisor and inventory, supplies,
equipment, fixtures and furnishings not reasonably required in the conduct of the franchise
business are not subject to compensation. This subsection applies only if (i) the term of the
franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other
agreement from continuing to conduct substantially the same business under another
trademark, service mark, trade name, logotype, advertising of other commercial symbol in
the same area subsequent to the expiration of the franchise or the franchisee does not
receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally
available to other franchisees of the same class or type under similar circumstances. This
section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall
not preclude the franchisee from entering into an agreement, at the time of arbitration, to
conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a
franchise, except for good cause. This subdivision does not prevent a franchisor from
exercising a right of first refusal to purchase the franchise. Good cause shall include, but is
not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current
reasonable qualifications or standards.
(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION, FRANCHISE SECTION
525 W. OTTAWA ST.
G. MENNEN WILLIAMS BUILDING, FIRST FLOOR
LANSING, MICHIGAN  48933
517-373-7117
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## NOTICE OF TRADEMARK OWNERSHIP

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

- Canopy™
- Canopy by Hilton™
- Conrad®
- Curio®
- DoubleTree®
- DoubleTree by Hilton®
- DoubleTree Suites by Hilton®
- DoubleTree Club Hotel®
- eforea®
- Embassy Suites by Hilton®
- Embassy Suites Hotels®
- Hampton®
- Hampton by Hilton™
- Hampton Inn®
- Hampton Inn by Hilton™
- Hampton Inn & Suites®
- Hampton Inn and Suites by Hilton™
- Hilton®
- Hilton Honors™
- Hilton Garden Inn®
- Hilton Honors®
- Hilton Inn®
- Hilton Supply Management®
- Home2 Suites by Hilton®
- Homewood Suites by Hilton®
- LXR®
- Motto by Hilton™
- OnQ® (formerly System 21®)
- Tapestry®
- Tempo™
- Tru by Hilton™
- Waldorf-Astoria®
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<td>List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest During 2019</td>
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<td>D-2</td>
<td>Development Incentive Promissory Note</td>
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<td>E</td>
<td>Guaranty of Franchise Agreement</td>
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<td>F</td>
<td>Franchise Application</td>
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<td>G</td>
<td>Information Technology System Agreement (HITS Agreement)</td>
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<td>Receipts</td>
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

About The Franchisor, Its Parents and Its Predecessor

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

We are a Delaware limited liability company, formed in September 2007. For purposes of this franchise offering, we do business under the name "Hilton Garden Inn". Our principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102 USA, and our telephone number is 703-883-1000.

We became the franchisor of Hilton Garden Inn Brand hotels for the United States of America, the District of Columbia, and the Territories and Possessions of the United States (“US”) on March 30, 2015.

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

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


Our Other Brands

Hilton Worldwide, through its subsidiaries, currently owns the following principal marks and their related guest lodging systems: Hilton™, Canopy™, Conrad™, Curio™, DoubleTree™, Embassy™, Hampton™, Hilton Garden Inn™, Home2™, Homewood™, Motto™, LXR™, Signia by Hilton™, Tapestry™, Tempo™, Tru™, Waldorf Astoria™ (the “Hilton Worldwide Brands”). The Hilton Worldwide Brands may utilize name variations for suites hotels and may use the taglines “by Hilton”
or “Collection by Hilton” in some markets or locations. The Hilton Worldwide Brands may have trademark registrations currently pending in some markets or locations.

We have been the franchisor in the US for the Canopy and Curio brand hotels since October 15, 2014, the Conrad, DoubleTree, Embassy Suites, Hampton Inn/ Hampton Inn & Suites, Hilton Garden Inn, Home2 Suites, Homewood Suites, and Waldorf Astoria brand hotels since March 30, 2015, the Tru brand hotels since December 1, 2015, the Tapestry brand hotels since December 1, 2016, and the LXR and the Motto brand hotels since September 14, 2018, the Signia Hilton brand hotels since March 30, 2019, and the Tempo brand hotels since December 17, 2019. We offer each of these brands under a separate disclosure document (except Signia by Hilton, which we do not currently franchise.

We also offer eforea spa franchises to franchisees of Tapestry, Curio, DoubleTree, Embassy Suites and Hilton brand hotels, as an addendum to the hotel franchise agreement under the disclosure documents for those brands.

Our predecessors in the offer of these brands in the US include the following entities for the specified brands:

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<thead>
<tr>
<th>Brand Offered</th>
<th>Predecessor Franchisor Entity</th>
<th>Dates Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canopy</td>
<td>None</td>
<td>N/A</td>
</tr>
<tr>
<td>Conrad</td>
<td>Conrad Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Inns, Inc.</td>
<td>September 2007 to October 2007</td>
</tr>
<tr>
<td>Curio</td>
<td>Hilton Worldwide</td>
<td>July 2, 2014 to October 14, 2014</td>
</tr>
<tr>
<td>DoubleTree</td>
<td>Doubletree Franchise LLC</td>
<td>October 2007 to March 2015</td>
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<tr>
<td></td>
<td>Doubletree Hotel Systems, Inc.</td>
<td>February 1989 to October 2007</td>
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<tr>
<td>Eforea Spa</td>
<td>Doubletree Franchise LLC</td>
<td>December 2011 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Embassy Suites Franchise LLC</td>
<td>December 2011 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Franchise LLC</td>
<td>December 2011 to March 2015</td>
</tr>
<tr>
<td>Embassy Suites</td>
<td>Embassy Suites Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Promus Hotels, Inc.</td>
<td>March 1984 to October 2007</td>
</tr>
<tr>
<td>Hampton Inn and</td>
<td>Hampton Inns Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td>Hampton Inn &amp; Suites</td>
<td>Promus Hotels, Inc.</td>
<td>March 1983 to October 2007</td>
</tr>
<tr>
<td>Hilton</td>
<td>Hilton Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Inns, Inc.</td>
<td>July 1962 to October 2007</td>
</tr>
<tr>
<td>Hilton Garden Inn</td>
<td>Hilton Garden Inns Franchise LLC</td>
<td>October 2007 to March 2015</td>
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<tr>
<td></td>
<td>Hilton Inns, Inc.</td>
<td>March 1990 to October 2007</td>
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<tr>
<td>Home2 Suites</td>
<td>HLT ESP Franchise LLC</td>
<td>January 2009 to March 2015</td>
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<tr>
<td>Homewood Suites</td>
<td>Homewood Suites Franchise LLC</td>
<td>October 2007 to March 2015</td>
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<tr>
<td></td>
<td>Promus Hotels, Inc.</td>
<td>March 1988 to October 2007</td>
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<tr>
<td>LXR</td>
<td>None</td>
<td>N/A</td>
</tr>
<tr>
<td>Motto</td>
<td>None</td>
<td>N/A</td>
</tr>
<tr>
<td>Tapestry</td>
<td>None</td>
<td>N/A</td>
</tr>
<tr>
<td>Tempo</td>
<td>None</td>
<td>N/A</td>
</tr>
<tr>
<td>Tru</td>
<td>None</td>
<td>N/A</td>
</tr>
<tr>
<td>Waldorf Astoria</td>
<td>Waldorf Astoria Franchise LLC</td>
<td>October 2007 to March 2015</td>
</tr>
<tr>
<td></td>
<td>Hilton Inns, Inc.</td>
<td>January 2007 to October 2007</td>
</tr>
</tbody>
</table>

**Our Affiliates and Their Predecessors**

We currently have 3 affiliates that offer franchises outside of the US. First, Hilton Worldwide Manage Limited, a limited company formed on December 7, 2010, under the laws of England and Wales (“HWML”) has offered franchises outside the US since January 1, 2018, for the brands listed below,
except in Canada, China, Russia, and a limited number of other territories. Second, Hilton Worldwide Franchising LP, a limited partnership formed on March 12, 2014, under the laws of England and Wales (“HWF”) offered franchises outside the US for the brands listed below from July 1, 2014 to December 31, 2017, and currently continues to offer franchises for these brands in Canada, Russia, and a limited number of other territories. Therefore, HWF is HWML’s predecessor outside of the US, except in Canada, China, Russia, and a limited number of other territories. Third, Hilton Hotel Management (Shanghai) Co., Ltd., a limited liability company formed on September 5, 2008 under the laws of the People’s Republic of China (“WFOE”) has offered franchises in China since October 29, 2012.

HWML and HWF have the same principal business address at Maple Court, Central Park, Reeds Crescent, Watford, Hertfordshire WD24 4QQ UK and telephone number +44 207 856 8000. WFOE has its principal business address at Room 4205, Bund Centre, 222 Yan An Road East, Shanghai, 200002, 021 – 2321 6888.

Our affiliates may offer franchises for any of the Hilton Worldwide Brands at any time. The brands currently offered by HWML and HWF are: Conrad, Curio Collection by Hilton, DoubleTree by Hilton, DoubleTree Suites by Hilton, Embassy Suites by Hilton, Hampton by Hilton, Hilton, Hilton Garden Inn, Home2 Suites by Hilton, Homewood Suites by Hilton and Waldorf Astoria, Canopy by Hilton (since first offered on October 15, 2014), Tru by Hilton (first offered on June 30, 2016), and Tapestry Collection by Hilton (first offered on December 1, 2016), LXR (first offered on July 1, 2018), and Motto (first offered on June 28, 2019). The brands currently offered by WFOE are: DoubleTree (first offered on October 29, 2012), Hilton (first offered on August 1, 2016), and Hilton Garden Inn (first offered in September 2018).

As noted above, HWF is HWML’s predecessor outside of the US, except in Canada, China, Russia, and a limited number of other territories. HWF’s predecessors for the offer of franchises outside the US before July 1, 2014, include the following entities at various times for the specified brands:

<table>
<thead>
<tr>
<th>Brand Offered</th>
<th>Predecessor International Franchisor Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canopy</td>
<td>None</td>
</tr>
<tr>
<td>Conrad</td>
<td>HLT International Conrad Franchise LLC</td>
</tr>
<tr>
<td>Conrad International</td>
<td>Hilton International Franchisor Corporation</td>
</tr>
<tr>
<td></td>
<td>HPP International Corporation</td>
</tr>
<tr>
<td></td>
<td>(f/k/a Conrad International Corporation)</td>
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<tr>
<td>Curio</td>
<td>None</td>
</tr>
<tr>
<td>DoubleTree</td>
<td>Hilton Group plc and designated subsidiaries</td>
</tr>
<tr>
<td>DoubleTree Suites</td>
<td>Hilton International Franchisor Corporation</td>
</tr>
<tr>
<td></td>
<td>Doubletree Hotel Systems, Inc.</td>
</tr>
<tr>
<td></td>
<td>Doubletree International Franchise LLC</td>
</tr>
<tr>
<td>Embassy Suites</td>
<td>Promus Hotels, Inc.</td>
</tr>
<tr>
<td></td>
<td>Hilton Group plc and designated subsidiaries</td>
</tr>
<tr>
<td></td>
<td>Hilton International Franchisor Corporation</td>
</tr>
<tr>
<td></td>
<td>Embassy Suites International Franchise LLC</td>
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<tr>
<td>Hampton</td>
<td>Hilton International Franchisor Corporation</td>
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<tr>
<td></td>
<td>Hampton Inns International Franchise LLC</td>
</tr>
<tr>
<td>Hilton</td>
<td>Hilton Group plc and designated subsidiaries</td>
</tr>
<tr>
<td></td>
<td>Hilton International Franchisor Corporation</td>
</tr>
<tr>
<td></td>
<td>Hilton International Franchise LLC</td>
</tr>
</tbody>
</table>
### Brand Offered | Predecessor International Franchisor Entity
--- | ---
Hilton Garden Inn | Hilton Group plc and designated subsidiaries  
 | Hilton International Franchisor Corporation  
 | Hilton Garden Inns International Franchise LLC
Home2 Suites | HLT ESP International Franchisor Corporation
Homewood Suites | Hilton Group plc and designated subsidiaries  
 | Homewood Suites International Franchise LLC
LXR | None
Motto | None
Tapestry | None
Tempo | None
Tru | None
Waldorf Astoria | Hilton International Franchisor Corporation
The Waldorf Astoria Collection | HLT International Waldorf=Astoria Franchise LLC

WFOE does not have any predecessors that have offered franchises in China.

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

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

2. Hilton Supply Management LLC ("HSM") negotiates with 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 purchase these items from HSM but you are not obligated to do so.

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

4. Hilton Systems Solutions, LLC ("HSS") provides computer hardware, software and support services for all Hilton’s brands and signs Hilton’s Information Technology Agreement ("HITS Agreement").

Some of our affiliates, also direct and indirect subsidiaries of Hilton Worldwide, own, lease and/or manage Hilton Garden Inn Brand hotels throughout the world. You may be given the opportunity to have one of our affiliates manage your hotel under a management agreement to be signed at the same time as, or after, you sign your Franchise Agreement.

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

This Disclosure Document describes our franchise for hotels that will operate in the US under the Hilton Garden Inn Brand. Our affiliates offer franchises for hotels that will operate outside the US under the Hilton Garden Inn Brand, under separate disclosure documents.

We license the Hilton Garden Inn hotel system (“System”) consisting of the elements, including know-how, that we periodically designate to identify hotels operating worldwide under the Brand. The System is designed to provide distinctive, high-quality lodging service at hotels licensed under the primary service mark “Hilton” designed to provide first-class, upscale hotels. The System currently includes the Brand and the Marks; access to the Reservation Service; advertising, publicity and other marketing programs and materials; training programs and materials; standards, specifications and policies for construction, furnishing, operation, appearance and service of the hotel; and other elements we refer to in the Franchise Agreement, in the Manual or in other communications to you, and programs for our inspecting your Hotel and consulting with you. We may add elements to the System or modify, alter or delete elements of the System.

We franchise the non-exclusive right to use the System in the operation of your Hotel, under the Brand, at a specified location. You must follow the high standards we have established as the essence of the System. You will be required to make future investments.

A Hilton Garden Inn hotel is generally 2 to 6 stories, with 80-300 rooms, featuring a unique pavilion structure providing a "living room" type lobby. Each Hotel has an exercise room, Guest Facing Workstations/Business Center, self-service laundry and parking, and the Pavilion Pantry® offering food and other sundries. It features mid-priced, well-appointed guest rooms with a business-oriented work area. The guest room amenities include complimentary Guest Internet Access, remote printing, a large work desk, an ergonomic chair, an adjustable desk lamp, a telephone with data ports, desk-height electrical outlets, a sitting area, television, and a hospitality center with a coffee maker, microwave oven, and refrigerator.

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

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

The Market and Competition

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

In general, you will compete with national hotel and motel chains and independently operated local hotels and restaurants offering similar types of hotel rooms and food and beverage services to the same clientele.
Specifically, you will compete with other national and regional hotel chains and local facilities offering mid-priced accommodations. Since a Hilton Garden Inn hotel contains limited meeting facilities, it does not compete with other hotels for convention trade. Due to its focused food and beverage operations, a Hilton Garden Inn hotel is not likely to compete directly with local establishments for the food and beverage business of the general public.

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

Laws, Rules and Regulations

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

ITEM 2
BUSINESS EXPERIENCE

Below is a list of the directors, principal officers, and other individuals who have management responsibility for the sale or operation of the franchise offered under this Disclosure Document. The location of employment for each person is McLean, Virginia unless stated otherwise.

Chief Executive Officer and President: Christopher J. Nassetta

Mr. Nassetta has served as Chief Executive Officer and President of Hilton Worldwide since September 2013. He has served as Chief Executive Officer and President of Hilton since December 2007 and was also a Director of Hilton from December 2007 to October 2013. He served as our Chief Executive Officer and President from October 2013 to January 2015. He served as Chief Executive Officer and President of the former franchising entities from October 2013 until April 2015.
Chief Financial Officer and Executive Vice President: Kevin J. Jacobs
Mr. Jacobs has served as Chief Financial Officer and Executive Vice President of Hilton Worldwide since September 2013 and has also held those positions with us since September 2013 and with HWF since March 2014. He has served as Chief Financial Officer and Executive Vice President of Hilton since October 2013. Mr. Jacobs served as Chief Financial Officer and Executive Vice President of the former franchising entities from October 2013 to April 2015. Mr. Jacobs also served as a Director of Hilton from December 2007 to July 2015.

General Counsel and Executive Vice President: Kristin A. Campbell
Ms. Campbell has served as General Counsel and Executive Vice President of Hilton Worldwide since September 2013 and has held those positions with us since October 2013 and with HWF since March 2014. She has served as General Counsel, Executive Vice President and Secretary of Hilton since June 2011. Ms. Campbell served as a Director of Hilton from June 2011 to July 2015, and as a Director of the former franchising entities from October 2013 to April 2015.

Executive Vice President – Chief Operating Officer, Customer and Commercial Operations: Christopher Silcock
Mr. Silcock has served as Executive Vice President – Chief Operating Officer, Customer and Commercial Operations since May 2019. He served as Executive Vice President – Chief Commercial Officer of Hilton Worldwide and Hilton from September 2015 through April 2019, and as HWML’s Senior Vice President since July 2014. He served as Senior Vice President Sales & Revenue Management of Hilton Worldwide and Hilton from September 2014 to August 2015.

Chief Brand Officer, Executive Vice President and Category Head – Luxury and Lifestyle Brands: Martin Rinck
Mr. Rinck has served as Chief Brand Officer since March 2020, and as Hilton’s Executive Vice President and Category Head – Luxury and Lifestyle Brands since March 2018. He previously served as Executive Vice President and President, Asia Pacific of Hilton Worldwide Holdings Inc. from November 2008 to February 2018.

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

Senior Vice President and Category Head – Focused Service and All Suites Brands: Bill Duncan
Mr. Duncan has served as Hilton’s Senior Vice President and Category Head – Focused Service and All Suites Brands since November 2017. From September 2015 to November 2017, Mr. Duncan served as Hilton’s Senior Vice President – Global Head – All Suites Brands, a position he also held with us and HWML since September 2015. Mr. Duncan served as Senior Vice President Global Head – Home2 Suites by Hilton from February 2009 to August 2015, and held this position with certain of the former franchising entities (Homewood Suites Franchise LLC, HLT ESP International Franchise LLC, HLT ESP International Franchisor Corporation, Homewood Suites International Franchise LLC and Hilton International Franchisor Corporation) from February 2009 to August 2015.

Vice President and Global Head of Residential Programs: Jonathan Wingo
Mr. Wingo has served as Vice President and Global Head of Residential Programs since September 2016. He previously served as Director, Residential Development & Operations for Europe, Africa & the Middle East at Starwood Hotels & Resorts Worldwide, Inc. from October 2012 to September 2016.
Senior Vice President – Development - Americas: William Fortier
Mr. Fortier has served as Hilton’s Senior Vice President – Development – Americas since October 2007. Mr. Fortier also served as Senior Vice President of the former franchising entities from October 2007 to April 2015.

Senior Vice President – Development – US and Canada: Matthew G. Wehling
Mr. Wehling has served as Hilton’s Senior Vice President – Development – US and Canada since January 2015.

Vice President and Managing Director – Development – Southeast Region: John Koshivos
Mr. Koshivos has served as Hilton’s Vice President and Managing Director – Development – Southeast Region since April 2014.

Vice President and Managing Director – Development – Southwest Region: Timothy Powell
Mr. Powell has served as Hilton’s Vice President & Managing Director – Development – Southwest Region since November 2014.

Vice President and Managing Director – Development – Northeast Region/Canada: Thomas Lorenzo
Mr. Lorenzo has served as Hilton’s Vice President and Managing Director – Development – Northeast Region/Canada since October 2010.

Vice President – Management Contract Services and Owner Relations: Dianne Jaskulske
Ms. Jaskulske has served as Hilton’s Vice President–Management Contract Services and Owner Relations since February 2000.

Senior Vice President and Assistant General Counsel: Karen Boring Satterlee
Ms. Satterlee has served as Hilton’s Senior Vice President and Assistant General Counsel – Development Americas since September 2017. She served as Hilton’s Vice President and Senior Counsel – Legal Development Americas since August 2009. She has also served as Vice President and Assistant Secretary for us since March 2010 and for HWF since March 2014. She served as Vice President and Assistant Secretary of the former franchising entities from March 2010 to April 2015.

Director, Chairman: Jonathan D. Gray
Jonathan D. Gray has served as Chairman of the Board of Directors of Hilton Worldwide since March 2010. He is currently President and Chief Operating Officer for The Blackstone Group in New York, New York, with which he has been associated since 1992.

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

Director: Douglas M. Steenland
Mr. Steenland has served as a Director of Hilton Worldwide since September 2013. He has been a Consultant in Washington, DC and Senior Advisor to Blackstone’s Private Equity Group since 2009.
**Director: Judith A. McHale**
Ms. McHale has served as a Director of Hilton Worldwide since October 2013 and also serves as a Director of Ralph Lauren Corporation and as a Director of SeaWorld Entertainment. She has served as President and Chief Executive Officer of Cane Investments LLC in New York, New York since August 2011.

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

**Director: Charlene Begley**
Ms. Begley has served as a Director of Hilton Worldwide since April 2017. She has served as a Director of Nasdaq, Inc. and Red Hat since November 2014, and as a Director of WPP plc since December 2013.

**Director: Melanie L. Healey**
Ms. Healey has served as a Director of Hilton Worldwide since September, 2017. She served as Group President of The Procter & Gamble Company from July 2007 to June 2015. She currently serves as a director on the boards of PPG Industries, Verizon Communications and Target Corporation.

**Director: Raymond E. Mabus, Jr.**
Mr. Mabus has served as a Director of Hilton Worldwide since September 2017. He served as Secretary of the Navy from May 2009 to January 2017.

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**ITEM 3
LITIGATION**

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

**A. PENDING ACTIONS**

*San Pedro Inn, LP v. Hilton Franchise Holding LLC* (Superior Court of New Jersey Chancery Division General Equity Part, Union County Docket No. UNN-C-121 19)

On July 18, 2019, we sent a notice to terminate plaintiff’s franchise on September 19, 2019 for failure to cure a material breach of the franchise agreement. On August 28, 2019, the plaintiff filed a complaint against us alleging wrongful termination under the New Jersey Franchise Practices Act. The plaintiff claimed that we impose unreasonable Quality Assurance standards and that an inspection was hindered by plaintiff’s former employee. The plaintiff seeks an injunction to stop the termination plus monetary damages, attorneys’ fees and costs, and other relief. The Court denied the plaintiff’s motion for preliminary injunction on December 18, 2019, and Plaintiff filed a motion for reconsideration. We filed an answer and counterclaim on January 21, 2020, denying the allegations and asserting a counterclaim claim for liquidated damages, attorneys’ fees, and costs. We intend to vigorously defend this action.

*State of Nebraska v. Hilton Domestic Operating Company Inc.* (District Court of Lancaster County, Nebraska, Case No. D02CI190002366)
On July 23, 2019, the plaintiff filed suit against Hilton alleging the violations of the Nebraska Consumer Protection Act and Uniform Deceptive Trade Practices Act in relation to how mandatory guest fees are disclosed to consumers. Mandatory guest fees are amounts that hotels charge guests for certain amenities separate and apart from the daily room rate, which may be called by different names such as resort fees, urban fees, or destination fees. Plaintiff has alleged that Hilton has failed to include mandatory guest fees in advertisements and disclosures made to consumers during the telephone booking process, and improperly disclosed these fees only at the end of the online booking process. Plaintiff has also alleged misrepresentation in instances when hotels have indicated that mandatory guest fees pay for certain amenities when those amenities are routinely provided at no cost or bundled in the room rate, and/or when amenities are advertised as free but are actually covered by the mandatory guest fee. Plaintiff seeks an injunction, restitution for Nebraska consumers, civil penalties, and attorneys’ fees and costs. Hilton filed a motion to dismiss the complaint, which was denied.

B. CONCLUDED ACTIONS – INVOLVING OUR PREDECESSOR

None.

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


On October 17, 2013, Kathleen Soule, individually and on behalf of all persons similarly situated ("Plaintiff"), filed a civil class action complaint against HWI, alleging that failure to disclose at the time a reservation was made that a resort fee was mandatory was a violation of Hawaii’s Uniform Deceptive Trade Practices Act. Plaintiff sought restitution, disgorgement of gains, actual, punitive and exemplary damages, statutory treble damages, pre-judgment interest, costs and disbursements, including attorneys’ fees and other relief in an unspecified amount. Without admitting any fault or wrongdoing, HWI entered into an agreed settlement with Plaintiff that was submitted to the court for approval in February 2015 and ultimately settled in August 2015. Under the settlement, HWI agreed to pay $178,000 and issue $20 vouchers or gift cards to each affected customer for each night of their covered hotel stays.


Hilton Worldwide, Inc. ("HWI") and the United States Department of Justice ("United States") agreed to a form of Consent Decree ("Consent Decree") addressing alleged violations of Title III of the ADA. The United States alleged that: 1) HWI failed to design and construct its owned facilities constructed for first occupancy after January 26, 1993 ("Post-1993 Hotels") in compliance with the ADA; 2) certain Managed and Franchised Post-1993 Hotels operated under HWI’s brands do not comply with the ADA; 3) HWI failed to provide individuals with disabilities the same opportunity to reserve accessible guestrooms using its on-line and telephonic reservations systems that is available for reserving other brand hotel rooms; and 4) such actions or practices constitute a pattern or practice of violating Title III of the ADA. HWI denied that it has violated the ADA at its owned hotels or that it is in any way responsible for any purported non-compliance with the ADA in connection with hotels that it does not own or manage. HWI neither owns nor operates, within the meaning of Title III of the ADA, 42 U.S.C. § 12182(a), the vast majority of brand hotels. HWI specifically denied that it operates, within the meaning of Title III of the ADA, 42 U.S.C. § 12182(a), any Franchised Hotels for purposes of liability under 42 U.S.C. § 12182. HWI further stated that its Reservations System provides individuals with disabilities ample opportunity to identify and reserve accessible rooms that are available at hotels.
within the Reservations System. HWI also denied that it failed to design and construct its hotels in accordance with the requirements of Title III of the ADA. The United States and HWI agreed to resolve these issues through the entry of a Consent Decree, entered by the Court on November 30, 2010, with an Effective Date of March 30, 2011. The Consent Decree applied to HWI and its subsidiaries, including us. During the 4-year term of the Consent Decree, HWI agreed not to engage in any practice that discriminates against any individual on the basis of disability in violation of Title III of the ADA in the provision of lodging and related services and to: 1) undertake certain specific remedial measures with regard to its owned, joint venture, and managed hotels; 2) engage in certain specific actions with regard to prototype designs and the Reservation Service (including the website) to assure their compliance with Title III of the ADA; 3) revise its Brand Standards Manuals to include certain ADA requirements; and 4) provide additional ADA training to its employees and make such training available to its managed and franchised properties. In addition, before: 1) entering into a new franchise or management agreement to convert an existing Post-1993 Hotel to a Franchised Hotel or Managed Hotel; 2) renewing or extending for more than 6 months an existing franchise or management agreement (other than unilateral renewals or extensions by the other party to the agreement) for a Franchised Hotel or Managed Post-1993 Hotel; or 3) consenting to a change of ownership at a Franchised Hotel or Managed Post-1993 Hotel, HWI required the hotel owner to conduct a survey to determine whether the Managed or Franchised Hotel complies with the certain specific requirements of the ADA related to guest rooms and public parking. If the Hotel does not comply with those requirements, the hotel owner was required to develop a plan to make the Hotel compliant within a set period of time. HWI required certain architects' certifications related to newly constructed hotels. HWI agreed to pay the United States $50,000 as part of the resolution of this matter. The term of the Consent Decree was 4 years from the Effective Date, and expired on March 30, 2015.


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


On October 13, 2011, Burgans Block, LLC, a prospective franchisee (“Burgans”), filed a Complaint against Hilton Worldwide, Inc., Homewood Suites Franchise, LLC, HLT ESP Franchise, LLC, Hilton Franchise Holding, LLC, Patrick Speer and Jane Doe Speer. Burgans alleged that it submitted to HLT ESP Franchise, LLC an application for a Home2 Suites Hotel along with $50,000 for the Development Services Fee. Further, Burgans alleged that it made handwritten notes on the materials submitted, stating that a portion of the Development Services Fee was refundable if Burgans and HLT ESP Franchise, LLC could not agree to the terms of a franchise agreement. At the alleged suggestion of Patrick Speer, an employee of HLT ESP Franchise, LLC, Burgans decided to move to a Homewood Suites Hotel and submitted to Homewood Suites Franchise, LLC a second application along with another Development Services Fee. On receipt of the Homewood Suites application, HLT ESP Franchise, LLC returned the application and Development Services Fee for the Home2 Hotel. Burgans and Homewood Suites Franchise, LLC did not reach an agreement on a final franchise agreement for the Homewood Suites Hotel and Burgans requested the return of the Development Services Fee for the Homewood Suites Hotel. Homewood Suites Franchise, LLC disputed that the Development Services Fee was refundable and Burgans filed suit, alleging violation of the Washington Franchise Investment Protection Act, unjust enrichment, negligent misrepresentation, conversion, violation of the Washington Consumer Protection Act, fraud, and breach of contract. On November 29, 2011, Homewood Suites Franchise, LLC and Burgans entered into a settlement agreement under which Homewood Suites Franchise, LLC paid Burgans $60,000 for a refund of the Development Services Fee and for attorneys’ fees and costs incurred by Burgans. No other defendants paid any compensation to Burgans. At Burgans’ request as required by the settlement agreement, the court dismissed the case with prejudice on December 29, 2011.


On or about May 12, 1970, the United States filed a civil complaint against HHC (among other defendants), alleging the violation of Section 1 of the Sherman Act consisting of engaging in a combination and conspiracy in restraint of trade by giving preferential treatment to hotel suppliers paying assessments to the Greater Portland Convention Association and by curtailing or threatening to curtail purchases of hotel supplies from hotel suppliers which did not pay assessments to the
Greater Portland Convention Association. On or about November 29, 1971, pursuant to a stipulation filed October 26, 1971, the court entered a final judgment against HHC enjoining and restraining it from engaging in any agreement, understanding, combination, conspiracy or concert of action to give or promise to give preferential treatment in purchasing hotel supplies to any hotel suppliers, or to curtail or terminate or threaten to curtail or terminate the purchase of hotel supplies from any hotel suppliers. The order and injunction further restrained and enjoined HHC from engaging in activities which were the subject matter of the Complaint in the action. This restraining order and injunction applied to HHC, its subsidiaries (including Hilton Inns), and the officers and directors of HHC and its subsidiaries.

D. LITIGATION AGAINST FRANCHISEES BROUGHT IN 2019

Suits to collect past-due fees and liquidated damages, and protect our trademark rights:

*Hilton Franchise Holding LLC v. HC Southfield LLC* (U.S. District Court, Eastern District of Virginia, Alexandria Division, Case No. 1:19CV610; filed in May 2019). We have been informed that defendant may file a counterclaim alleging breach and anticipatory repudiation of the franchise agreement, and bad faith efforts to prevent the sale of the hotel.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

<table>
<thead>
<tr>
<th>TYPE OF FEE</th>
<th>AMOUNT</th>
<th>DUE DATE</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise Application Fee – New Development or Conversion</td>
<td>$75,000 plus $400 for each additional guest room or suite over 150.</td>
<td>With Application.</td>
<td>See Note 1.</td>
</tr>
<tr>
<td>Franchise Application Fee – Change of Ownership</td>
<td>$175,000</td>
<td>With Application.</td>
<td>See Note 1.</td>
</tr>
<tr>
<td>Franchise Application Fee – Re-licensing</td>
<td>$75,000</td>
<td>With Application.</td>
<td>See Note 1.</td>
</tr>
<tr>
<td>Product Improvement Plan (“PIP”) Fee</td>
<td>$7,500</td>
<td>Before PIP inspection is scheduled.</td>
<td>Payable to prepare a PIP for a Conversion, Change of Ownership, or Re-licensing of an existing hotel. In some circumstances, we may waive the PIP fee or apply the PIP fee towards the payment of the Franchise Application Fee, but we are not obligated to do so.</td>
</tr>
<tr>
<td>Renovation Roadmap</td>
<td>$250</td>
<td>As incurred.</td>
<td>You must use our required Renovation Roadmap tool any time you begin a renovation or remodeling construction project at your Hotel.</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
</tr>
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</tr>
<tr>
<td>Construction Work Extension Fee</td>
<td>$10,000</td>
<td>With written request for extension.</td>
<td>You must start construction at your hotel by the Construction Commencement Date (“CCD”) specified in your Franchise Agreement. The CCD for a New Development is 15 months from the date we approve your Application. We establish CCDs for Conversions as well as for room additions on a project-by-project basis. Each CCD will be extended by 30 days on a rolling basis automatically without a fee unless we provide at least 60 days’ notice to you that these automatic extensions will end. At that point, if you wish to request any further extension, you must submit a written request before the CCD. If we approve the request, you must pay this extension fee, and we will set the new CCD and project milestone dates.</td>
</tr>
<tr>
<td>Renovation Work Extension Fee</td>
<td>$10,000</td>
<td>With written request for extension.</td>
<td>If you are converting your hotel, you must complete the renovation by the date specified as the renovation work completion date (“RWCD”) in your Franchise Agreement. Each RWCD will be extended by 30 days on a rolling basis automatically without a fee unless we provide at least 60 days’ notice to you that these automatic extensions will end. At that point, if you wish to request any further extension, you must submit a written request before the RWCD. If we approve the request, you must pay this extension fee, and we will set the new RWCD and project milestone dates.</td>
</tr>
<tr>
<td><strong>Computer System Fees</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OnQ Computer System Fees – Hardware, Software &amp; Installation</td>
<td>Currently, between $49,995 and $138,495.</td>
<td>As agreed.</td>
<td>See Note 2.</td>
</tr>
<tr>
<td>OnQ Computer System Refresh</td>
<td>Currently, between $49,995 and $138,495.</td>
<td>As incurred.</td>
<td>See Note 2.</td>
</tr>
<tr>
<td>Digital Floor Plan Fee</td>
<td>$1,000</td>
<td>On or before opening.</td>
<td>See Note 2.</td>
</tr>
<tr>
<td><strong>Training</strong></td>
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<tr>
<td>Training Program Fees</td>
<td>Currently, $5,000 to $17,500.</td>
<td>As agreed.</td>
<td>We provide required training programs and materials that your general manager and other key personnel must complete before certification for opening a new Hilton Garden Inn.</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
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<td>REMARKS</td>
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<tr>
<td>hotel. We may charge you for the training services and materials. You must also bear the cost of wages, travel, lodging and other expenses of your general manager and any other trainees.</td>
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</tbody>
</table>

**Miscellaneous Services and Programs**

| Opening Process Services Fee | $6,000 | Before opening. | You must pay an Opening Process Services Fee before opening. This fee is to help recoup our costs in providing certain pre-opening services to help you open your Hotel, such as commercial activation consultations, local market reports and benchmarking tools, and other system activations and services. |
| Procurement and Services Fees | Currently, 4% to 10% of project cost. | As agreed. | Payable if we or our affiliates furnish, supply, service or equip your hotel at your request, in addition to the cost of the products acquired for you, plus freight, sales tax and other actual costs incurred on your behalf. See Note 3. |
| Miscellaneous Services | As agreed. | As agreed. | We or our affiliates may periodically offer you additional services. These could include additional training for you and your employees, assistance in recruiting various types of employees, and other services and programs. Most of these services and programs will be optional, but some, including systems upgrades and changes in System standards, which may require additional mandatory training or participation in additional programs, may be mandatory. |

**NOTES**

1. All prospective franchisees must complete an Application to operate a System Hotel. The current form Application is attached as Exhibit F. When you submit the Application to us for processing, you must pay an initial fee (“Franchise Application Fee”). Once we approve your Application, the Franchise Application Fee is non-refundable except as described in this Item 5. You must provide all the information we ask for in your Application. If we approve your Application before you supply all of the information, our approval will be conditioned on receiving the rest of the information within the time we specify. If you fail to provide the rest of the information within the specified time, we may terminate our offer. If we approve your Application subject to certain requirements, we may terminate our offer if you fail to meet those requirements. If we terminate our offer, we will not refund the Franchise Application Fee. If you withdraw your Application before we approve it, or if we deny your Application, we will refund the Franchise Application Fee, without interest, less a $7,500 processing fee, which may be waived or reduced at our discretion. If your Application is for a Change of Ownership and the Change of Ownership does not occur, we will refund your Franchise Application Fee, without interest and less a $7,500 processing fee. We have
occasionally agreed to give full or partial refunds or to credit the non-refundable Franchise Application Fee toward the Franchise Application Fee of another application for the Brand if submitted and approved within 6 months or less but we are not obligated to do so. If you increase the proposed number of rooms/suites after your Franchise Application is approved and before the opening of your hotel under the Brand, you must obtain our approval and pay any additional Franchise Application Fee owed as if those additional rooms/suites were part of your original Franchise Application.

While the Franchise Application Fee is usually applied uniformly, we may elect to reduce it after considering criteria which may include: incentives for the development of hotels within the System, a hotel's market position, the property size and the number of hotels in the System operated by a franchisee. In limited and unique circumstances, we may waive part of the Franchise Application Fee or negotiate the Franchise Application Fee for franchisees with whom we have previously dealt but we are not obligated to do so, even for franchisees possessing these characteristics. In 2019, franchisees paid Franchise Application Fees ranging from $37,500 to $82,600 for New Development/Conversion and $52,500 to $175,000 for Re-licensing or Change of Ownership.

In addition to the Franchise 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 pay outstanding royalties and other fees due under the prior franchise agreement relating to the System Hotel.

2. You must use our required business computer system, which we may periodically change. Currently, we require you to use “OnQ,” which connects System Hotels to Hilton’s reservation offices and travel planners worldwide. OnQ is comprised of proprietary components for reservations, property management, revenue management, rate & inventory management, forecast management, learning management, and other components for the operation of the Hotel. The complete OnQ package currently includes hardware, software, installation, and support.

A portion of your Monthly Program Fee pays for the required standard hardware for OnQ. This hardware will be supplied by preferred providers, installed by our affiliate, HSS, and maintained by HSS or its agents. You must license the OnQ software from HSS because it is proprietary. You must pay HSS for the software, installation and configuration charges about 45 days before your hotel opens. This estimate is based on our prototype size of hotel shown in Item 7. As an alternative, you may purchase or lease the required hardware from another (non-preferred) third-party vendor, but if you do you must pay for the cost of the hardware in addition to the Monthly Program Fee you pay to us, and you must pay HSS for its reasonable expenses in determining that the hardware conforms to our specifications.

You must update and upgrade ("refresh") the OnQ system at least every 3 years. We may also require you to refresh the OnQ system in connection with a Change of Ownership or Relicensing, when a new franchise agreement is signed. We anticipate the 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).

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. The Connected Room system is not part of the OnQ system but the total estimated cost per hotel is included within the total estimated OnQ cost ranges shown above.
You must install our required Global Revenue Optimization ("GRO") system. The GRO system is an online application that utilizes third-party software to provide pricing recommendations for your Hotel based on data analytics and forecasting. The GRO system integrates with the OnQ system for ease of operation. You are not required to adopt the pricing recommendations provided by GRO.

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. This fee is paid to HSS before the opening of your Hotel and is not refundable.

The costs shown above do not include certain costs payable to third parties in connection with the OnQ system. They also do not include costs payable to third parties in connection with our required Guest Internet Access system, or the costs of optional computer system components that we may recommend. All computer system costs are subject to change, and normally are not refundable. See Item 11 for a more detailed description of our required and recommended computer systems.

3. If we or our affiliates furnish, supply, service or equip your hotel at your request before it opens, then you must pay or reimburse us or them for all costs incurred at your request, and related service fees. In particular, HSM 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. We recommend you purchase these items from HSM, as we specify, but you are not obligated to do so. If you choose to buy from HSM, it will invoice you for the cost of the products plus freight, sales tax and other actual costs, plus a procurement fee that ranges 4% to 10% of the project cost. 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.

ITEM 6
OTHER FEES

<table>
<thead>
<tr>
<th>TYPE OF FEE</th>
<th>AMOUNT</th>
<th>DUE DATE</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Royalty Fee</td>
<td>5.5% of Gross Rooms Revenue.</td>
<td>Payable monthly by the 15th day of the following month.</td>
<td>See Note 1.</td>
</tr>
<tr>
<td>Monthly Program Fee</td>
<td>4% of Gross Rooms Revenue.</td>
<td>Payable monthly by the 15th day of the following month.</td>
<td>We may change the Monthly Program Fee. We may periodically offer qualifying franchisees incentive programs that may reduce the Monthly Program Fee, but never less than 3.8%. See Notes 1 and 2.</td>
</tr>
<tr>
<td>Room Addition Fee</td>
<td>Currently, $400 per guest room or suite, multiplied by the number of additional guest rooms.</td>
<td>Payable with Application for approval.</td>
<td>If you add or construct additional guest rooms 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...</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
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<tr>
<td>Computer System Fees</td>
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<tr>
<td>OnQ Additional Rooms Fee</td>
<td>Currently, $120 per additional guest room/suite.</td>
<td>When additional guest room/suites are completed.</td>
<td>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.</td>
</tr>
<tr>
<td>OnQ Connectivity Fees</td>
<td>Currently, between $815 and $1,485 per month.</td>
<td>Billed monthly.</td>
<td>Fee is determined by the number of workstations and other OnQ equipment at your Hotel. Fee is determined by the number of workstations and other OnQ equipment at your Hotel.</td>
</tr>
<tr>
<td>OnQ Interface Fees</td>
<td>Currently, $1,000 per additional interface.</td>
<td>As agreed.</td>
<td>Payable if you add an additional OnQ interface after your Hotel opening. Payable if you add an additional OnQ interface after your Hotel opening.</td>
</tr>
<tr>
<td>OnQ Maintenance Support Fees</td>
<td>Currently, $520 to $1,900 per month.</td>
<td>Payable by the 15th day of the following month.</td>
<td>This cost is determined by the number of workstations and other OnQ equipment at your Hotel. This range also includes the maintenance and support cost for the Connected Room system.</td>
</tr>
<tr>
<td>OnQ Email Fees</td>
<td>Currently, $7.92 per user per month, and $12.50 per month for delivery to mobile devices.</td>
<td>Billed quarterly.</td>
<td>We pay for the cost of 3 email accounts and you pay for all additional email accounts billed to the Hotel.</td>
</tr>
<tr>
<td>Delphi Sales and Events System</td>
<td>Currently, $798 per user per year.</td>
<td>Billed annually.</td>
<td>These license and maintenance fees are paid to HSS, which are passed-through to the vendor less a mark-up to recover certain costs. See Item 11 for details.</td>
</tr>
<tr>
<td>Guest Assistance and Quality Assurance Programs</td>
<td></td>
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</tr>
<tr>
<td>Guest Assistance Program: Customer Satisfaction Guarantee</td>
<td>Currently, $300 per handled transaction for Hilton Honors Diamond members, $250 per handled transaction for Hilton Honors Gold members, and $200 per handled transaction for all other guests.</td>
<td>Within 48 hours of receipt of invoice.</td>
<td>Payable to resolve customer complaint. Our Guest Assistance Agent may offer the guest a cash refund (up to the full cost of the customer’s stay), Hilton Honors point rebate, Hilton gift cards or complimentary return stay to resolve the complaint to the customer’s satisfaction. You are billed the cost of the rebate plus the handling fee. We may change the maximum guest rebate amount or increase the handling fee.</td>
</tr>
<tr>
<td>Guest Assistance Program: Price Match Guarantee</td>
<td>Hotels must honor a 25% discount off the lower rate on all approved claims.</td>
<td>When the stay is consumed.</td>
<td>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.</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
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<tr>
<td>Guest Assistance Program: First Contact Resolution</td>
<td>Currently, $15 administrative fee.</td>
<td>Within 10 days of billing.</td>
<td>Payable if more than 5 files are created in a month by Guest Assistance to resolve guest complaints about products, services or cleanliness. You must pay the cost of any compensation we provide to any guest to resolve the complaint, even if the fee does not apply.</td>
</tr>
<tr>
<td>Guest Assistance Program: Online Complaints</td>
<td>$25 per complaint administrative fee.</td>
<td>As invoiced.</td>
<td>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.</td>
</tr>
<tr>
<td>Guest Assistance Program: Brand Operations Tech Fee</td>
<td>$323 per year.</td>
<td>Billed annually.</td>
<td>You may use our Brand Operations Support System (BOSS), which is our online platform for Quality Assurance, PIPs, and other hotel information. This fee helps to support this system.</td>
</tr>
<tr>
<td>Quality Assurance Re-evaluation Fee</td>
<td>Currently, $690 to $3,000 per re-evaluation visit.</td>
<td>Within 10 days of billing.</td>
<td>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 $3,000. You must also provide complimentary lodgings for the quality assurance auditor during the evaluation.</td>
</tr>
<tr>
<td>Quality Assurance Special Re-evaluation Fee</td>
<td>Currently, $3,000 per re-evaluation visit.</td>
<td>Within 10 days of billing.</td>
<td>Payable each time we conduct a special on-site quality assurance evaluation (“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.</td>
</tr>
<tr>
<td>Quality Improvement Program for Failure to Meet Minimum Performance Standards</td>
<td>Currently: (1) $495 per month; and (2) a 1-time fee of $3,950 to $4,950</td>
<td>Within 10 days of billing.</td>
<td>If your hotel is issued a Brand notice of failure to meet minimum performance standards, your hotel must participate in the following services for a period of at least 12 months: (1) Customer Feedback Monitoring Service, and (2) Gallup Q12 Team Member Survey and Coaching.</td>
</tr>
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<td>TYPE OF FEE</td>
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<tr>
<td><strong>Conferences and Training</strong></td>
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<tr>
<td>Brand Conference</td>
<td>Currently, $1,750 per attendee.</td>
<td>Before attendance.</td>
<td>Your general manager and director of sales must attend the Brand conference, which is usually held biennially. We select the dates, location and duration of the conference, which vary from year to year.</td>
</tr>
<tr>
<td>General Manager Training</td>
<td>Currently, $1,550 per attendee.</td>
<td>Before hotel opening.</td>
<td>Your general manager must attend this virtual learning program.</td>
</tr>
<tr>
<td>Sales Skills Training</td>
<td>Currently, $1,000 per attendee.</td>
<td>Before attendance.</td>
<td>Your director of sales and sales managers must attend this virtual learning program.</td>
</tr>
<tr>
<td>Training Programs and Training Materials</td>
<td>Varies from $0 to $5,000 per attendee per program.</td>
<td>Before attendance or materials are shipped, or as billed.</td>
<td>You may be required to pay wages, travel, lodging and miscellaneous expenses of your attendees, or the expenses of our trainers in some cases.</td>
</tr>
<tr>
<td>Food and Beverage Champion</td>
<td>Currently, $700 per attendee.</td>
<td>Before attendance.</td>
<td>You must have 1 employee certified (preferably your F&amp;B supervisor).</td>
</tr>
<tr>
<td><strong>Frequent Customer, Affiliation and Distribution Programs</strong></td>
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<tr>
<td>AAA/CAA Discounts &amp; Rewards Program</td>
<td>Currently, $0.30 per available room.</td>
<td>Billed annually on DS/TAC invoice by second quarter.</td>
<td>Payable for American Automobile Association (“AAA”) and Canada Automobile Association (“CAA”) approved hotels.</td>
</tr>
<tr>
<td>AAA/CAA Discounts &amp; Rewards Program: Member Direct</td>
<td>Currently, 10% commission.</td>
<td>If invoiced, within 15 days. If through Automated Clearing House (“ACH”), by the 12th business day of each month</td>
<td>Payable for each consumed stay booked through the dedicated AAA/CAA “member-direct” line at Hilton Reservations &amp; Customer Care.</td>
</tr>
<tr>
<td>AARP Program</td>
<td>Currently, $0.30 per available room.</td>
<td>Billed annually on DS/TAC invoice by second quarter.</td>
<td>Payable for participation in the American Association of Retired Persons (AARP) program.</td>
</tr>
<tr>
<td>AARP Program Commission</td>
<td>Currently, 10% commission.</td>
<td>If invoiced, within 15 days. If through ACH, by the 12th business day of each month</td>
<td>Payable for each consumed stay booked through a valid Travel Agency using the AARP rate code.</td>
</tr>
<tr>
<td>Hilton Advance Program</td>
<td>Currently, 1.35% of eligible Digital Direct Revenue, not to exceed $30 per stay.</td>
<td>If invoiced, within 15 days of billing. If through ACH, on the 12th business day of the month.</td>
<td>This program 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.</td>
</tr>
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<td>TYPE OF FEE</td>
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<tr>
<td>FastPay (Centralized Group Meeting Payment Program)</td>
<td>Currently, up to $1.40 per transaction, plus commission.</td>
<td>If invoiced, within 15 days of billing.</td>
<td>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. See Note 3.</td>
</tr>
<tr>
<td>Group Preferred Partnership Program</td>
<td>Currently, $1.50 per transaction, plus the applicable commission.</td>
<td>If invoiced, within 15 days of billing.</td>
<td>This optional program provides additional access to select top group intermediary customers, including participation in marketing and promotions designed to drive incremental business.</td>
</tr>
<tr>
<td>Frequent Traveler/Guest Reward Program</td>
<td>Currently, 3.6% of total eligible guest folio. This fee is waived for stays in which the guest is enrolled on-property in Hilton Honors.</td>
<td>10 days after billing.</td>
<td>You must participate in any brand specific or System-wide guest frequency or reward program. Currently, you must participate in Hilton Honors. These programs are subject to change. See Note 4.</td>
</tr>
<tr>
<td>Hilton Honors Event Planner Bonus Program</td>
<td>Currently, $0.0025 to $0.0050 per Hilton Honors bonus point awarded.</td>
<td>As incurred.</td>
<td>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. Event planners can earn up to 3 points per $1 of booking revenue. 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. Bonus point allocations and program terms are subject to change.</td>
</tr>
<tr>
<td>Third-Party Reservation Charges</td>
<td>Currently, up to $5.45 per stay.</td>
<td>If invoiced, within 15 days of billing.</td>
<td>Currently includes the costs and fees incurred in connection with the 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.</td>
</tr>
<tr>
<td>Travel Planner Centralized Payment Program (“TPCP”)</td>
<td>Currently, up to 10% commission and $0.18 per transaction processing charge.</td>
<td>If invoiced, within 15 days of billing.</td>
<td>Participation is mandatory. TPCP consolidates all commissionable consumed travel planner bookings and remits one payment per agency. Commission is payable on the total room rate and other commissionable charges, and transaction charge is payable on commissionable and non-commissionable reservations, no-shows and cancellations.</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
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<tr>
<td>Unlimited Rewards Travel Counselor Incentive and Loyalty Program</td>
<td>Weekday stay (Monday - Thursday nights) = $0.71; Weekend stay (with 1 Fri/Sat/Sun night) = $1.42; Weekend stay (with 2 Fri/Sat/Sun nights) = $2.13. Double Dollars, the amounts increase to $1.42, $2.63, and $3.84, respectively.</td>
<td>If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.</td>
<td>Mandatory participation for all hotels participating in the TPCP program. The funds are remitted to Avis Budget (a portion is paid to the travel counselor; Avis Budget retains the remaining amount as a processing fee).</td>
</tr>
<tr>
<td>Transfers, Relicensing and Financing</td>
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</tr>
<tr>
<td>Change of Ownership Application Fee</td>
<td>Currently, $175,000.</td>
<td>With Application.</td>
<td>Payable for any proposed transfer that does not qualify as a Permitted Transfer.</td>
</tr>
<tr>
<td>Permitted Transfer Processing Fee</td>
<td>Currently, $5,500.</td>
<td>When you submit a request for our consent.</td>
<td>Payable for any proposed transfer that qualifies as a Permitted Transfer that requires our consent. We will waive this fee for 1 Permitted Transfer before the Opening Date.</td>
</tr>
<tr>
<td>Re-licensing Application Fee</td>
<td>Currently, $75,000.</td>
<td>With Application.</td>
<td>Payable for Relicensing to an existing franchisee.</td>
</tr>
<tr>
<td>Lender Comfort Letter Processing Fee</td>
<td>Currently, $3,500 for Lender Comfort Letters and $1,500 for Lender Comfort Letter Assignments. A discount of $500 will apply if all parties use our preferred method of electronic signature.</td>
<td>Before we issue the document.</td>
<td>We will only issue a Lender Comfort Letter or Assignment if you request it and the request meets our qualifications.</td>
</tr>
<tr>
<td>Public Offering or Private Placement Processing Fee</td>
<td>Currently, $5,000.</td>
<td>When you submit a request for our approval.</td>
<td>You must pay any additional costs we may incur in reviewing your documents, including reasonable attorneys’ fees.</td>
</tr>
<tr>
<td>Management Fees</td>
<td>Fees will be established by mutual agreement.</td>
<td>As incurred.</td>
<td>Payable if you enter into a management agreement with us or our affiliate. You may hire an outside management company with our approval.</td>
</tr>
<tr>
<td>Remedies and Damages</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actual Damages Under Special Circumstances</td>
<td>Varies.</td>
<td>On demand.</td>
<td>Payable under certain circumstances for termination of your Franchise Agreement.</td>
</tr>
<tr>
<td>Audit</td>
<td>Actual deficiency plus interest.</td>
<td>On demand.</td>
<td>Payable if audit reveals that you understated or underpaid any payment due 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.</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
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<tr>
<td>Default Remedies</td>
<td>Reimbursement of all of our expenses.</td>
<td>Case by case basis as incurred.</td>
<td>Our expenses may include attorneys’ fees, court costs, and other expenses reasonably incurred to protect us and our affiliates or to remedy your default.</td>
</tr>
<tr>
<td>Indemnification</td>
<td>Reimbursement for all payments by us or our affiliates due to any claim,</td>
<td>Case by case basis as incurred.</td>
<td>You must reimburse us for all expenses including attorneys’ fees and court costs we reasonably incur to protect us, our subsidiaries or affiliates or to remedy your defaults under the Franchise Agreement. You must also defend us, Hilton Worldwide, and each of such entities’ current and/or future subsidiaries, and affiliates and any of their officers, directors, employees, agents, successors and assigns.</td>
</tr>
<tr>
<td>Insurance</td>
<td>Actual amount.</td>
<td>On demand.</td>
<td>Payable if you do not obtain or maintain the required insurance or policy limits described in the Manual, and we choose to obtain and maintain the insurance for you.</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>$5,000 per day that your hotel is open without authorization.</td>
<td>On demand.</td>
<td>Payable if you open before we give you written authorization to open, plus our costs, including attorneys’ fees.</td>
</tr>
<tr>
<td>for Unauthorized Opening</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>The System’s Average Monthly Royalty Fees multiplied by 60.</td>
<td>On demand.</td>
<td>Payable if we terminate the Franchise Agreement: (1) before you begin Hotel Work and you or a Guarantor enter into an agreement for, or begin the construction or operation of, another hotel at the site within 1 year after termination; or (2) after you begin the Hotel Work but before you open (unless excused by Force Majeure). See Note 5.</td>
</tr>
<tr>
<td>for Pre-Opening</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>The greater of: (a) the Hotel’s Average Monthly Royalty Fees multiplied by 60; or (b) the System’s Average Monthly Royalty Fees multiplied by 60.</td>
<td>On demand.</td>
<td>Payable if we terminate the Franchise Agreement on or after the Opening Date but before the 2nd anniversary of the Opening Date. See Note 5.</td>
</tr>
<tr>
<td>for Post-Opening</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Termination</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Charges for</td>
<td>1.5% per month or highest percentage permissible by law, whichever is less.</td>
<td>On demand.</td>
<td>You must pay service charges if you do not make any payment to us or our affiliates when due.</td>
</tr>
<tr>
<td>Overdue Payments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td>Actual amount incurred.</td>
<td>On demand.</td>
<td>If any sales, use, gross receipts or similar tax is imposed on us for the</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------------------------------</td>
<td>---------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Identity, Sales, and Distribution Non-Compliance Fee</td>
<td>Currently, $500 per instance.</td>
<td>On demand.</td>
<td>receipt of any payments you must make to us under the Franchise Agreement, you must reimburse us.</td>
</tr>
<tr>
<td>Franchise Agreement Non-Compliance Fee</td>
<td>1% of Gross Rooms Revenue.</td>
<td>On demand.</td>
<td>This cost-recovery fee is payable if your Hotel fails to comply with the Identity, Sales, and Distribution Brand Standards.</td>
</tr>
<tr>
<td>Group Distribution Administrative Fee</td>
<td>Currently, $500 per instance.</td>
<td>Within 48 hours of receipt of invoice.</td>
<td>This fee is payable if your Hotel fails to provide a copy of a group contract where the commission will be paid through FastPay or includes a commission that exceeds the amount that may be paid through FastPay. See Note 3.</td>
</tr>
<tr>
<td><strong>Miscellaneous Services and Optional Programs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultation and Service Fees</td>
<td>Set by us on a project-by-project basis.</td>
<td>When we request.</td>
<td>Payable if we make consultation and/or other voluntary services available to you on request.</td>
</tr>
<tr>
<td>Consortia Program</td>
<td>Currently, $2.70 for each consumed night booked under the TMC/Consortia “parity” rate, plus applicable commission.</td>
<td>If invoiced, within 15 days. If ACH, the 12th business day of each month.</td>
<td>You must participate in BOTH or NEITHER of the 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 planner agency; the remainder is used to fund marketing efforts with travel agency accounts and as a processing charge.</td>
</tr>
<tr>
<td>TMC Pay-On-All-Pay-For Performance Program</td>
<td>Currently, $1.03 plus up to 10% 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.</td>
<td>If invoiced, within 15 days. If ACH, the 12th business day of each month.</td>
<td>You must participate in BOTH or NEITHER of the 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 TMC; the remainder is used to fund marketing efforts with the TMC and as a processing charge.</td>
</tr>
<tr>
<td>FedRooms Program</td>
<td>Currently, 1.75% of room revenue – for each consumed stay booked under the program SRP.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of the month.</td>
<td>This is a government and military travel program. You are not required to participate. We pay the entire fee to FedRooms.</td>
</tr>
<tr>
<td>CWTSatoTravel Program</td>
<td>Currently, $2.30 for each consumed night booked under the program SRP, and standard travel</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced.</td>
<td>This is a government and military travel program. You are not required to participate. We pay a portion of the fee to CWTSatoTravel.</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
</tr>
<tr>
<td>------------</td>
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</tr>
<tr>
<td>agency commissions ranging from 8% to 10%.</td>
<td>If ACH, on the 15th of the month.</td>
<td>remainder is used to fund marketing efforts with CWTSatoTravel and as a processing charge.</td>
<td></td>
</tr>
<tr>
<td>DOD Preferred Program</td>
<td>Currently, 1.75% of room revenue for each consumed stay booked under the program SRP.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of the month.</td>
<td>This is a government and military travel program that may be offered to you in the future. If offered, you are not required to participate. We pay the entire fee to DOD Preferred.</td>
</tr>
<tr>
<td>Omega World Travel Government/Consortia Programs</td>
<td>Currently, $2.30 for each consumed night booked under the programs’ SRPs, and standard travel agency commissions ranging from 8% to 10%.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of each month.</td>
<td>Payable if you participate in either of these programs. We pay a portion of the fee directly to Omega World Travel in lieu of annual participation fees. The remainder is used to fund training and marketing directed at the agents booking hotels.</td>
</tr>
<tr>
<td>ADTRAV Government Pay for Performance Fee</td>
<td>Currently, $2.30 for each consumed night booked under the program’s SRP, and standard travel agency commissions ranging from 8% to 10%.</td>
<td>Billed on TACS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15th of each month.</td>
<td>Payable if you participate. We pay a portion of the fee directly to ADTRAV in lieu of &quot;up-front&quot; annual participation fees for preferred status. The remainder is used to pay for training and marketing directed at the agents booking hotels.</td>
</tr>
<tr>
<td>ResMax Program</td>
<td>Currently, 5.15% to 5.65% of consumed revenue from ResMax booking. Rate varies due to type of booking, length of stay, and other factors.</td>
<td>As required by us or our affiliate.</td>
<td>ResMax with Auto Attendant provides additional reservation call handling services by automatically transferring reservation calls to a ResMax Guest Engagement Specialist. ResMax is an optional service, but may be required in certain circumstances. If your hotel is not enrolled in ResMax and accepts a referral, we may charge you the fee shown here based on consumed revenue from the ResMax booking. See Note 7.</td>
</tr>
<tr>
<td>Revenue Management Consolidated Center (RMCC)</td>
<td>Category 1 – One Time Service Models, currently $699 to $1,499. Category 2 – Monthly Full Support Models, currently $1,185 to $6,250. Category 3 – Monthly Reports Only Models, currently $515 to $1,595. Category 4 – Monthly Lead Management Service Models, currently $1,060 to $1,440.</td>
<td>Within 10 days of billing.</td>
<td>RMCC provides various types of support services for revenue management analysis, strategy, lead management, and coaching. Specific services or groups of services are called “service models,” and are grouped into the categories shown here. RMCC programs and services are subject to change. Your participation in RMCC is optional. However, RMCC may be required in certain circumstances. See Note 8.</td>
</tr>
<tr>
<td>Procurement and Services Fees</td>
<td>Currently, 4% to 10% of project cost.</td>
<td>Within 10 days of billing.</td>
<td>Payable if you buy from HSM, in addition to the product cost, freight, taxes and other actual costs incurred</td>
</tr>
<tr>
<td>TYPE OF FEE</td>
<td>AMOUNT</td>
<td>DUE DATE</td>
<td>REMARKS</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------</td>
<td>----------</td>
<td>-------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Renovation Roadmap</td>
<td>Currently, $250.</td>
<td>As incurred.</td>
<td>You must use this tool any time you begin a renovation or remodeling construction project at your Hotel.</td>
</tr>
</tbody>
</table>

*Unless otherwise indicated, all fees described in this Item 6 are payable to, and imposed by, us or our affiliates and are non-refundable. Other than the Monthly Royalty Fee and liquidated damages, all fees are subject to change.

NOTES

1. The Monthly Fees are calculated in accordance with the then-current Uniform System of Accounts for the Lodging Industry or as specified by us in the Manual. "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, 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).

   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. We occasionally reduce the Monthly Royalty Fee for multi-unit or more experienced franchisees, for franchisees with whom we have previously dealt, for conversions, or for franchisees in other unique circumstances. However, we do not always do so and may choose not to reduce your Monthly Royalty Fee, even if you possess some or all of these characteristics. We agreed to modify the Monthly Royalty Fee in 22 instances during 2019.

2. We may change the Monthly Program Fee rate at any time. The Monthly Program Fee rate will not exceed the current rate plus 1% of Gross Rooms Revenue over the term of the Franchise Agreement. The Monthly Program Fee pays for various programs to benefit the System, including (i) advertising, promotion, publicity, public relations, market research, and other marketing programs; (ii) developing and maintaining directories and Internet sites for System Hotels; (iii) developing and maintaining the Reservation Service systems and support; (iv) quality assurance programs; and (v) administrative costs and overhead related to the administration or direction of these projects and programs. We may create any programs and allocate monies derived from Monthly Program Fees
to any regions or localities. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions periodically offered by us or Hilton Worldwide in which you voluntarily choose to participate. These fees also do not cover the cost of operating the hotel in accordance with the Standards or the Manual.

3. We may determine the items that are commissionable, the third parties eligible to be paid, and the commission percentages that can be paid through FastPay. Currently, FastPay will process commissions of up to 7%. If you agree to pay a commission in excess of that amount it will not be paid through FastPay and the applicable administrative fee will apply. The FastPay program is subject to change based on market conditions and other factors.

4. You must participate in, and pay all charges related to, our marketing programs not covered by Monthly Program Fees, and all guest frequency programs we require, including the Hilton Honors Worldwide guest reward programs or any successor programs. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or Hilton offer to the public on your behalf, any room rate quoted to any guest when the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. We and our affiliates’ other hotel brands may also participate in these programs. These programs are subject to change. You pay your share of the costs of the programs.

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

Hilton Honors members may accumulate Hilton Honors points with most stays for all eligible dollars spent at participating Hilton Honors hotels. Guests, including non-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 points and/or mileage bonuses through other promotional activities, programs, and initiatives. 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. 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 promotional activities, programs, and initiatives that your hotel participates 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 promotional activity, program, or initiative. Similarly, bonus airline mileage credit that guests earn as a result of promotions that your hotel participates 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. If your Hotel is re-licensed and had paid a lower fee in the past, it will be assessed the then-current standard fee when your new franchise term begins.

5. 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.

6. 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.

7. 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.

8. RMCC is optional except in the following circumstances. Category 1: If your Hotel is open and has an active PIP, it must participate in our one-time “Foundation Audit.” Category 2: If you are a first-time franchise owner, the Hotel is your first Brand Hotel, the Hotel is a new construction Hotel, or you change your General Manager, your Hotel must participate in our monthly service “Standard Model.” If your Hotel is projected to generate or does generate over $6 million in annual Gross Room Revenue, it must participate in our monthly full service “Intermediate Model.” If your Hotel is projected to generate or does generate over $10 million in annual Gross Room Revenue or is located in a dynamic market with a complex mix of business and a need for forecasting support, it must participate in our monthly full service “Premier Model.” Brand Performance Guidelines: In addition, if your Hotel fails to achieve minimum performance guidelines (“Brand Performance Guidelines”) at any time during the term, a one-time Audit will be conducted including a consultation with you on the results. If your Hotel still does not meet the Brand Performance Guidelines 6 months after that Audit, it will be required to participate in the applicable Category 2 service model for at least 12 months. RMCC programs and fees are subject to change.
### ITEM 7
#### ESTIMATED INITIAL INVESTMENT

**YOUR ESTIMATED INITIAL INVESTMENT**
**HILTON GARDEN INN (132 ROOMS)**

<table>
<thead>
<tr>
<th>TYPE OF EXPENDITURE</th>
<th>AMOUNT</th>
<th>METHOD OF PAYMENT</th>
<th>WHEN DUE</th>
<th>TO WHOM PAYMENT IS TO BE MADE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franchise Application Fee (Note 1)</td>
<td>$75,000</td>
<td>Lump sum</td>
<td>With Application</td>
<td>Us</td>
</tr>
<tr>
<td>Product Improvement Plan (Note 2)</td>
<td>$0 to $7,500</td>
<td>Lump sum</td>
<td>Before we prepare PIP</td>
<td>Us</td>
</tr>
<tr>
<td>Market Study (Note 3)</td>
<td>Varies</td>
<td>As agreed</td>
<td>As incurred</td>
<td>Supplier</td>
</tr>
<tr>
<td>Environmental Assessment (Note 4)</td>
<td>Varies</td>
<td>As agreed</td>
<td>As incurred</td>
<td>Supplier</td>
</tr>
<tr>
<td>Real Property (Note 5)</td>
<td>Varies</td>
<td>As agreed</td>
<td>As agreed</td>
<td>Supplier</td>
</tr>
<tr>
<td>Construction and Leasehold Improvements (Note 6)</td>
<td>$9,000,000 to $18,500,000</td>
<td>As agreed</td>
<td>As agreed</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Design and Engineering Fees</td>
<td>$275,000 to $750,000</td>
<td>As agreed</td>
<td>As incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Furniture, Fixtures, Equipment (Note 7)</td>
<td>$1,750,000 to $3,000,000</td>
<td>As required</td>
<td>As incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Inventory and Operating Equipment (Note 8)</td>
<td>$200,000 to $500,000</td>
<td>As required</td>
<td>As incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Signage (Note 9)</td>
<td>$18,500 to $150,000</td>
<td>As required</td>
<td>As incurred</td>
<td>Supplier</td>
</tr>
<tr>
<td>Computer Hardware and Software (Notes 10 And 11)</td>
<td>$55,695 to $162,995</td>
<td>Lump sum or as required</td>
<td>45 days before opening</td>
<td>Us or Supplier</td>
</tr>
<tr>
<td>Guest Internet Access Program (Notes 10)</td>
<td>$64,300 to $100,000</td>
<td>Lump sum or as required</td>
<td>45 days before opening</td>
<td>Supplier</td>
</tr>
<tr>
<td>Delphi Sales and Events System (Note 10)</td>
<td>$2,500 to $33,000</td>
<td>As required</td>
<td>As incurred</td>
<td>Supplier</td>
</tr>
<tr>
<td>Required Pre-Opening Training (Note 12)</td>
<td>$5,000 to $17,500</td>
<td>As required</td>
<td>As incurred</td>
<td>Us and Suppliers</td>
</tr>
<tr>
<td>ADA Consultant Fee (Note 13)</td>
<td>$2,500 to $10,000</td>
<td>Lump sum</td>
<td>On request</td>
<td>Supplier</td>
</tr>
<tr>
<td>Construction/ Renovation Extension Fees (Note 14)</td>
<td>$0 to $10,000</td>
<td>Lump sum</td>
<td>On request</td>
<td>Us</td>
</tr>
<tr>
<td>Insurance (Note 15)</td>
<td>Varies</td>
<td>As required</td>
<td>As arranged</td>
<td>Agent/Insurer</td>
</tr>
<tr>
<td>TYPE OF EXPENDITURE</td>
<td>AMOUNT</td>
<td>METHOD OF PAYMENT</td>
<td>WHEN DUE</td>
<td>TO WHOM PAYMENT IS TO BE MADE</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>--------------------</td>
<td>-------------------</td>
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<td>------------------------------</td>
</tr>
<tr>
<td>Organizational Expense (Note 16)</td>
<td>$50,000 to $119,780</td>
<td>As agreed</td>
<td>As agreed</td>
<td>Accountant/Attorney</td>
</tr>
<tr>
<td>Permits and Licenses (Note 17)</td>
<td>$125,000 to $300,000</td>
<td>As required</td>
<td>As required</td>
<td>Government Agencies</td>
</tr>
<tr>
<td>Miscellaneous Pre-Opening and Project Management Expenses (Note 18)</td>
<td>$125,000 to $750,000</td>
<td>As agreed</td>
<td>As incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Contingencies (Note 19)</td>
<td>$900,000 to $1,850,000</td>
<td>As agreed</td>
<td>As incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Additional Funds (Note 20)</td>
<td>$400,000 to $800,000</td>
<td>As agreed</td>
<td>As incurred</td>
<td>Suppliers</td>
</tr>
<tr>
<td>Other Required Pre-Opening Services Fees (Note 21)</td>
<td>$6,000</td>
<td>Lump Sum</td>
<td>Before opening</td>
<td>Us</td>
</tr>
<tr>
<td><strong>TOTAL (Note 22)</strong></td>
<td><strong>$13,054,495 to $27,141,775</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

THESE FIGURES DO NOT INCLUDE REAL ESTATE COSTS, MARKET STUDIES, INSURANCE, INTEREST OR SEPARATELY IDENTIFY THE COST OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.

**NOTES**

1. See Item 5 for additional information about the Franchise Application Fee. The Franchise Application Fee in the table is calculated based on the room count shown in this table.

2. If you apply to convert an existing hotel to a Brand hotel or apply for a Change of Ownership or Re-licensing, we charge a PIP fee to determine the upgrading requirements for the hotel.

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

4. Before you purchase the land, you should, at a minimum, consider obtaining an environmental assessment to determine the environmental condition of the land. Based on this report, additional investigations and tests may be necessary before you make your purchase decision. Many lenders will require an environmental assessment report before lending purchase money.

5. These estimates do not include the cost of the real property due to wide variations in costs among geographic areas and at different sites. The cost of land for a hotel varies depending on location, size, market prices in the area, accessibility, and special assessments, among other factors. If you are converting an existing hotel that you already own or lease, you may have no additional real property costs.
6. 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.

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, all public areas, kitchen equipment, laundry equipment, and telephone systems. 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.

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.

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.

10. You must acquire and install the hardware and software for the required computer systems, including the OnQ system, Guest Internet Access system, Connected Room system, the GRO system, and Guest Facing Workstations/Business Center. The amounts shown here are different than the amounts shown in Item 5 because the amounts shown here also include costs that are payable to third parties. The operating costs during the initial period are included in the Additional Funds line below. See Items 5, 6, and 11 for details.

You must also use Delphi.fdc, a cloud-based sales and events system. The set-up costs of this system are shown here. Additional set-up costs may apply, depending on implementation approach you choose and the specific needs of your Hotel. You must also pay ongoing costs on a per-user basis. See Items 6 and 11 for details. The number of users varies by hotel and there is no established average. Therefore, we cannot estimate these ongoing costs during the initial period.

This estimate includes the installation cost of the GRO system and 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.
11. A portion of your Monthly Program Fee pays for the required standard hardware for OnQ. Because you are provided with the standard hardware you do not need to purchase it separately. However, as an alternative you may purchase or lease the hardware from another (non-preferred) third-party vendor; but if you do you must pay for the cost of the hardware in addition to the Monthly Program Fee you pay to us, and you must pay HSS its reasonable expenses in determining that the hardware conforms to our specifications. These fees are not refundable. See Items 5, 6, and 11 for details.

12. We will provide the required training programs required under the terms set forth described in Items 5 and 11 of this Disclosure Document. You are responsible for the costs of training materials, and travel and living expenses while training. We may charge additional training costs based on the number of personnel that require training. We anticipate that overall training costs will be reduced over time. 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.

13. If you want to engage in a Permitted Transfer, Conversion, Relicensing or Change of Ownership Transfer for the hotel, we may require you to complete an independent survey conducted by an ADA consultant to determine the hotel's compliance with the ADA.

14. 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.

15. 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 insureds 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.

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

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

18. You may incur pre-opening expenses for additional personnel training; sales; administrative and general expenses; project management; technical services; advertising; security deposits, utility deposits, 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.

19. "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.

20. 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.

21. See Item 5 for more information on required pre-opening services fees.
22. In compiling these estimates we rely on Hilton’s 60+ years of experience in operating or franchising hotels. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. The expenses shown in these charts are for typical New Development and Conversion hotels of the type and size shown. In a Conversion, your costs will depend on the type and condition of your existing hotel, its age, physical structure and quality of furnishing. Because there are so many variables involving any particular existing hotel, we are unable to provide an estimate of costs.

ITEM 8
REstrictions on Sources of Products and Services

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

All franchisees must build, design, furnish, equip and supply their hotels in accordance with the Standards (as defined in the Franchise Agreement). The Standards are compiled in our standards manual ("Manual"). We regularly review, modify, and implement product Standards. We may periodically modify and update Standards to reflect operational requirements, advances in technology, improved methods of manufacture, new materials structures and decor, 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 maintain, replace, modernize, rehabilitate, and/or upgrade your Hotel’s fixtures, furnishings, equipment, fittings, signs, computer hardware and software and related equipment, supplies, and other items to meet our then-current Standards. We may utilize specific schedules for this purpose as part of Standards ("Renovation Schedules"), which we may modify at any time. You are required to comply with any Renovation Schedule that applies to your Hotel. You are responsible for the costs of complying with any such Renovation Schedule, as well as any other changes that are necessary for your Hotel to remain in compliance with the Standards.

You must comply with our Standards regarding the purchase of products and services for use at and for your Hotel, including furniture, fixtures, equipment, amenities, food and beverages, operating supplies, consumable inventories, merchandise to be used at and/or sold from the Hotel, signs and graphics, uniforms, materials with logos, advertising materials, on-property guest materials, together with our required systems, programs, services, and related computer and technology platforms for property management, inventory management, revenue management, affiliation and distribution programs, frequent customer and loyalty programs, guest assistance, customer satisfaction measurement, online check-in, digital room keys, in-room entertainment and conveniences, internet access, telecommunications and telephone systems, long distance services, and any and all other systems, programs, products and services used for the operation of the Hotel, including our specifications for all supplies. You must also maintain acceptable product quality ratings at your Hotel and maintain the Hotel in accordance with the Standards. In some cases, we may require you to purchase a particular brand or type of product, fixture, furniture, equipment, or service, but you may purchase it from any authorized source of distribution.

Purchases through Hilton Worldwide and its Affiliates

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

You must purchase Hilton’s proprietary computer software from Hilton or HSS. You must purchase items bearing our logo, trademark or service mark from a supplier approved by us. We may derive profit from such sales.
Neither we nor our predecessor sold any goods, services or supplies to our franchisees in 2019. Hilton collects money for the Hilton Honors program for all of our brands, but transmits this money to Hilton Honors Worldwide and does not record it as revenues. For the fiscal year ended December 31, 2019, Hilton and its other affiliates (including Hilton Honors Worldwide) had revenues from sales of goods, services, computer systems and/or supplies to franchisees of Hilton’s subsidiaries of $803,143,711.98.

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.

You may purchase the furniture, fixtures, and equipment (“FF&E”) and other supplies for your hotel from any source as long as the Standards are met. However, 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. For the fiscal year ended December 31, 2019, HSM collected $20,166,517 in rebates and allowances on purchases made by franchisees of all of our brands.

For the fiscal year ended December 31, 2019, HSM had revenues from sales of goods, services and/or supplies to franchisees of all of our brands of $5,185,355. In addition, HSM receives cash discounts for early payment on orders it places with manufacturers and suppliers to fill purchase orders placed with it by franchisees of all of our brands.

Certain suppliers we approve (“PSDP Suppliers”) become members of our Primary Supplier Distribution Program (“PSDP”). Each PSDP Supplier pays to HSM an administration fee that is between 0.5% and 5% of purchases by all franchisees from the respective PSDP Supplier. For the fiscal year ended December 31, 2019, HSM collected $39,495,800 in administration fees on purchases made by franchisees of all of our brands.

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

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

**Signage**

You must install, display, and maintain signage displaying or containing the Brand and other distinguishing characteristics in accordance with plans, specifications and standards we establish for System Hotels. You must purchase exterior signage from a vendor currently licensed by us. You may contact us for a current list 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 OnQ 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 OnQ, which connects System Hotels to Hilton’s reservation offices and travel planners worldwide. For OnQ 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, the GRO system, a digital floor plan, and the Delphi.fdc 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. At certain times there might be only one approved software vendor for certain applications, such as the GRO system and the Delphi.fdc system. See Items 5, 6, and 11 for details. 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 Item 8 above regarding HSS and other affiliate revenues related to the required business computer systems.

**Long Distance Services**

You must use a telephone carrier approved by us as your long distance telephone service provider for long distance telephone services billed to guest credit cards or to the guest folio.
General

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

We currently estimate that the required purchases described above represent about 15% to 20% of
the cost to establish a new System Hotel and about 2% to 5% of operating expenses.

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

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

ITEM 9
FRANCHISEE’S OBLIGATIONS

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

<table>
<thead>
<tr>
<th>Obligation</th>
<th>Section in Franchise Agreement</th>
<th>Section in HITS Agreement</th>
<th>Disclosure Document Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Site selection and acquisition/lease</td>
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<td>Not applicable</td>
<td>7 and 11</td>
</tr>
<tr>
<td>b. Pre-opening purchases and leases</td>
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<td>1.1 and 2.1; Order Doc 1.1 to 1.11 and 4 to 10; Schedule B-1</td>
<td>5, 6, 7, 8 and 11</td>
</tr>
</tbody>
</table>
### Obligation

<table>
<thead>
<tr>
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<th>Section in HITS Agreement</th>
<th>Disclosure Document Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. Site development and other pre-opening requirements</td>
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<td>1.1</td>
<td>5, 6, 7, 8, and 11</td>
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<tr>
<td>d. Initial and ongoing training</td>
<td>5.1.5</td>
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<td>e. Opening</td>
<td>1 and 6.4</td>
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<tr>
<td>h. Trademarks and Proprietary Information</td>
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</tr>
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<td>8 and 16</td>
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<tr>
<td>j. Warranty and customer service requirements</td>
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<tr>
<td>k. Territorial development and sales quotas</td>
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<td>Not applicable</td>
<td>12</td>
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<tr>
<td>l. Ongoing product and service purchases</td>
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<tr>
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<tr>
<td>n. Insurance</td>
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<td>q. Owner’s participation, management, and staffing</td>
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<td>r. Records and reports</td>
<td>10.1 and 10.2; Addendum; Guaranty</td>
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</tr>
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<td>s. Inspections and audits</td>
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</tr>
<tr>
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<td>u. Renewal</td>
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<td>Not applicable</td>
<td>17</td>
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<tr>
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<td>y. Other: Guaranty of franchisee’s obligations</td>
<td>1 and Guaranty</td>
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</tr>
<tr>
<td>z. Other: Liquidated Damages</td>
<td>6.4.4.1 and 13.4</td>
<td>1.1</td>
<td>17</td>
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</tbody>
</table>

### ITEM 10
**FINANCING**

Other than the development incentive program described below, we generally do not offer direct or indirect financing for franchisees. We may negotiate these incentives when business circumstances warrant. The incentive program may be modified, limited, extended or terminated at any time without advance notice or amendment of this Disclosure Document.
We generally require payment of the Franchise Application Fee in a lump sum when you submit your Application, but we may occasionally allow payment of the Franchise Application Fee in installments over a limited time period before the start of construction work on the hotel. If we do, we will not charge interest or require a security interest over the installment period or require you to sign a note. You may prepay the unpaid amount of the Franchise Application Fee at any time. If there is a default under the Franchise Agreement, the outstanding balance will be accelerated and become your immediate obligation, along with any court costs and attorney’s fees for collection.

We may, in our sole discretion, offer incentives for new hotels (“Incentives”). 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-2 when you sign the Franchise Agreement. 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. The Incentive will be disbursed to you within 30 days after the Hotel opens with our consent, as long as you have completed any PIP and there have been no material adverse changes since approval.

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 do not offer any other financing or guarantee any note, lease, or other obligations. However, in unique or rare circumstances we may choose to offer other types of financing such as, for example, a mezzanine loan or a guaranty of your note, lease, or other obligations. In that event, the arrangements we offer would be based on the unique circumstances and financial situation of your Hotel. As a result, we cannot determine in advance the key terms such as, for example, the amount, term, repayment obligations, interest, fees, costs, penalties, security interests, default provisions, and other conditions or requirements. We also cannot determine in advance the type of documentation that would be required such as, for example, notes, guarantees, security agreements, mortgages, deeds, assignments, equity pledges, credit letters, intercreditor agreements, or other instruments. We do not have sample forms of these types of documents. These documents and each of their terms would be agreed at the time of origination.

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

Except as listed below, we are not required to provide you with any assistance.
We may provide any of these services through our employees and representatives, through our affiliates or through any third-party provider we designate.

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

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

**Pre-Opening Phase Obligations**

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

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

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

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

4. We will review and approve or disapprove your proposed management of the hotel (Franchise Agreement, Section 7.0). In evaluating the proposed management, we look at the
proposed management organizational structure, prior experience and performance in managing similar first-class, 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 re-evaluate this requirement.

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

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

7. We will 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 (see Training below).

We are not obligated to assist you with locating, purchasing or leasing a site for your Hotel.

**Computer System**

You must use our required business computer system, which we may periodically change (Franchise Agreement, Sections 5.1.3 and 5.1.6). Currently, we require you to use “OnQ,” which connects System Hotels to Hilton’s reservation offices and travel planners worldwide. OnQ is comprised of proprietary components for reservations, property management, revenue management, rate & inventory management, forecast management, learning management, and other components we consider necessary to support the following activities: reservations, distribution, sales, customer relationship management, hotel operations, and business intelligence gathering and analysis. The complete OnQ package currently includes hardware, software, installation, and support. We also require you to use our required Guest Internet Access System, which we may periodically change. The components of each are described below.

**The OnQ System**

**OnQ Hardware and Software.** A portion of your Monthly Program Fee pays for the required standard hardware for OnQ. This hardware will be supplied by preferred providers, installed by HSS, and maintained by HSS or its agents. Because you are provided with the standard hardware you do not need to purchase it separately. However, as an alternative you may purchase or lease the hardware from another (non-preferred) third-party vendor; but if you do you must pay for the cost of the hardware in addition to the Monthly Program Fee you pay to us, and you must pay HSS its reasonable expenses in determining that the hardware conforms to our specifications. You must also pay for all necessary communications vehicles for OnQ (wide area network 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. You must license the OnQ software from our affiliate, HSS. HSS is the only supplier of the
OnQ software because it is proprietary. We are not able to determine a separate market price because there is no third-party market for this product. You must pay HSS for the software, installation and configuration charges about 45 days before your hotel opens. We estimate that this will cost between $49,995 and $138,495, based on the size of the hotel and number of workstations. This includes the reasonable travel and other expenses of HSS and its employees and vendors who perform the installation and configuration services. Computer system fees are not refundable.

About 90 to 120 days before your Hotel opens, you must sign the agreement for OnQ (HITS Agreement) and/or other related agreements we require, which will govern your access to and use of the OnQ 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.

OnQ Connectivity. The cost for OnQ connectivity is billed to you by HSS, and costs between $815 and $1,485 per month. Billing will begin when your Hotel’s internet access circuit is installed, about 45 days before opening. These fees are not refundable (see HITS Agreement, Order Document Section 1.7).

OnQ Start Up. 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 (see HITS Agreement, Order Document Sections 1.6 and 1.11).

OnQ Maintenance and Support. HSS provides maintenance upgrades on OnQ software. In addition, you must sign a hardware maintenance contract for OnQ and you must pay the first month’s fee within 30 days after shipment of the hardware. The cost varies based on the size of the hotel and number of workstations. In 2019, these fees ranged from $520 to $1,900 per month ($6,240 and $22,800 per year). These fees are not refundable (see HITS Agreement, Schedule B-2).

OnQ Additional Rooms Fee. If you add or construct additional guest rooms/suites at your Hotel at any time after you sign the Franchise Agreement, you must pay HSS a fee for each additional room/suite that is added when it is complete. This fee is currently $120 per guest room/suite and is not refundable.

OnQ Additional Interface Fee. If you add additional OnQ interfaces any time after your Hotel is opened, you must pay HSS a fee for each additional interface. This fee is currently $1,000 per interface and is not refundable.

OnQ System Refresh. You must update and upgrade (“refresh”) the OnQ system at least every 3 years. We may also require the OnQ 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).
We will have independent access to the information that will be generated by or stored in the OnQ system. There are no contractual limitations on our rights to access this information. We may change the way in which data is delivered to System Hotels in our sole judgment as changes are made to the architecture of the OnQ system or other business computer systems that we may require (Franchise Agreement, Sections 5.1.3 and 5.1.6).

**Guest Internet Access System**

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”) (Franchise Agreement, Sections 5.1.3 and 5.1.6). 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.

**Guest Internet Access Hardware and Software.** 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. We estimate that it will cost between $64,300 and $100,000 for 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.

**Guest Internet Access Circuit.** 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. HSS will coordinate scheduling the installation after you sign a circuit contract with the 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 the physical location of your Hotel. Currently, we estimate that these together will cost between $921 and $1,665 per month. These fees are normally not refundable.

**Guest Internet Access Service.** You must also arrange and pay for the ongoing Guest Internet Access service. You must purchase this service from a preferred provider. The cost will depend on your Hotel’s size and number of meeting rooms. Currently, we estimate that it will cost between $396 and $1,188 per month ($4,752 to $14,256 per year). This estimate includes the monthly service for the 24x7 call center support and equipment break-fix maintenance. Your costs will depend on your Hotel’s size and number of meeting rooms. These fees are normally not refundable.

**Guest Internet Access Refresh.** 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 $160, 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 OnQ system but the total estimated cost per hotel is included within the total estimated cost ranges for the OnQ Hardware, Software, and Maintenance costs shown above (and in Items 5, 6 and 7 respectively). 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 (Franchise Agreement, Sections 5.1.3 and 5.1.6). 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. Currently, we estimate that the initial set up will cost between $5,700 and $8,030. 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.

You must install our required Global Revenue Optimization (“GRO”) system. The GRO system is an online application that utilizes third-party software to provide pricing recommendations for your hotel based on robust data analytics and forecasting. The GRO system integrates with the OnQ system for ease of operation. You are not required to adopt the pricing recommendations provided by GRO. Currently, the GRO system is based on a solution provided by Integrated Decisions and Systems, Inc. (“IDeaS”), which provides maintenance and customer support services for the application. We may provide additional support. There are no other approved vendors at this time. We are not obligated to provide any maintenance or updates for the GRO system. The system is updated and maintained centrally by IDeaS. We will have independent access to your Hotel’s information stored in this system. There are no contractual limitations on our right to access this information. You must pay for a portion of the installation costs of the GRO system at your Hotel, which is currently $2,995. You are not required to pay an ongoing fee to use this system.

**Digital Floor Plan**

You must pay $1,000 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. This fee is paid to HSS before opening, and is not refundable.

**Delphi**

You must use Delphi.fdc, a cloud-based sales and events system powered by Amadeus Hospitality, in a configuration we approve. The set-up costs of this system are between $2,500 and $33,000. Additional set-up costs may apply, depending on implementation approach you choose and the specific needs of your Hotel. You will pay the set-up costs to the vendor directly. You must also pay annual license fees and maintenance costs of $798 per user per year, which includes 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. We are not obligated to provide any maintenance or updates for this system. You must maintain and update the system at your cost to remain in compliance with the Standards. There are no limits on the frequency or cost of this obligation. We will have independent access to your Hotel’s event sales information stored in this system (including accounts, inventory, bookings and other data). There are no contractual limitations on our right to access this information. Delphi.fdc integrates with other Hilton business systems, including the MeetingBroker lead distribution platform.

Other Business Systems

For the operation of any other business computer systems outside of OnQ, 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 OnQ. In those instances, your choice of supplier would be restricted to those that have a working interface to OnQ. The hardware, software, and interfaces must be installed by, and fees must be paid to, the respective vendors you choose.

Training

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

The following table 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 table 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 and/or you may access it through our intranet, The Lobby.

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<tr>
<th>Subject</th>
<th>Hours of Classroom Training</th>
<th>Hours of On the Job Training</th>
<th>Location</th>
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<td>Hilton University or On-Site</td>
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<td>Owner Orientation (Note 12)</td>
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<td>GRO System Training (Note 15)</td>
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**NOTES**

1. **Brand Conference.** Brand conferences are held no more frequently than annually and may be held biennially. Conference program fees and expenses are not refundable. The Brand conference may be held at various hotel locations. Currently, the cost is $1,750 per attendee.

2. **General Manager Training.** We provide a 4-day general manager orientation program, currently called our Bright and Happy Start Program, at a location designated by Hilton. This is a classroom based task-oriented training covering our Brand that includes, Revenue Management, Sales and Marketing, Food & Beverage, Quality Assurance, Satisfaction & Loyalty Tracking, and other key Brand culture components. Your general manager and the operations support representative from your management company must successfully complete this training. An owner who intends to act as general manager of the Hotel must also attend this program. Currently, the cost is $1,550 per attendee.

3. **Sales Skills Training.** This 8-week virtual blended learning program, currently called our Core Sales Skills Program, is mandatory for all directors of sales and sales managers before opening, or within 150 days of hire. This program has 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. Currently, the cost of this program is $1,000 per attendee.

4. **OnQ Property Management System (PMS) Training.** Before the opening of your hotel, all hotel staff that will be utilizing OnQ must first complete their respective self-paced training and provide documentation of a printed certificate. We will verify that all front desk staff and management have successfully completed training and have passed the 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. Currently there is no separate fee for this training.
5. **OnQ Rate & Inventory Management Training.** Before your Hotel opens, all Hotel staff that will be utilizing the OnQ Rate & Inventory Management component must first complete their respective self-paced web-based training and obtain a certificate of completion. We will verify that all reservations and revenue management staff have successfully completed training and have passed the OnQ Rate & Inventory Management certification test by at least a minimum score of 90%. Three or more 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. Currently there is no separate fee for this training.

6. **OnQ Revenue Management (RM) Training.** This training is mandatory for all employees working in the subject areas within 60 days of hire. A minimum of 2 management employees per property must certify on the OnQ Revenue Management component. Currently there is no separate fee for this training.

7. **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. Currently there is no separate fee for this training.

8. **ADA Training.** If you engage in a Permitted Transfer, Conversion, Relicensing or Change of Ownership Transfer for the Hotel, we may require you to attend online training in order to complete an independent survey conducted by an ADA consultant to determine the hotel’s compliance with the ADA. Currently there is no separate fee for this training.

9. **Annual Compliance Training.** Your Hotel must meet annual compliance training requirements. Topics include diversity and inclusion, unconscious bias, harassment prevention, human trafficking prevention, disability awareness, cyber security, and health and safety. For cyber security, disability awareness, human trafficking prevention, diversity and inclusion, and unconscious bias, we offer training at no cost. Alternatively, you may choose to obtain this training from a vendor of your choice, in which case the cost would be agreed between you and the vendor. For the compliance topics of harassment prevention and health and safety, we do not offer training, but will provide vendor recommendations upon request. We estimate vendor fees would typically cost $25 to $50 per person, per topic, for this training.

10. **Food and Beverage Champion.** This course is designed to analyze food and beverage operations and identify opportunities to increase efficiency, reduce costs and drive revenue. Currently, at least one employee must be certified at your Hotel. The recommended attendee is the Hotel’s food and beverage director, manager or supervisor. Currently, the cost is $700 per attendee.

11. **Pre-Opening HGI Training Kit.** The general manager or a designated hotel trainer must successfully understand how to deliver the various portions of the Hilton Garden Inn training kit as soon as possible before or within thirty days of opening or conversion of your hotel. The pre-opening kit guide is included in the kit to help the Trainer learn how to deliver the training. This program includes the necessary portions to deliver an orientation, You Can Count on Us training and line level job skills. Your trainee will receive this information before opening or conversion and must be able to implement the above tools. As a part of the package all employees at your hotel must complete a new employee orientation program within 30 days of the opening of your hotel. Any new employee hired after the opening of your hotel must also complete an orientation program within the first week of employment. You Can Count on Us certification must be completed within 30 days of hire or before opening of the hotel. Currently, the Pre-Opening Kit costs $3,000.
12. **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. Currently, there is no separate fee to attend the program other than attendee travel expenses.

13. **New to Hospitality Owner Education.** This portfolio of classes is a virtual learning program for franchisees that do not have prior hospitality or comparable brand experience. This training must be taken before opening or within 90 days after a Change of Ownership. We encourage you to complete this training before Owner Orientation. This program will provide baseline industry knowledge, best practices, and help build competencies in hospitality foundations including revenue management, asset management, sales generation, and talent management. This training is provided by a vendor we select, and all fees are paid directly to the vendor. At least 1 person in your organization must successfully complete this training. Currently, the maximum out of pocket cost for this program is $2,500 per participant.

14. **Pre-Opening Kit.** The Pre-Opening Kit includes startup materials that are sent to the Hotel at approval, at start of construction, and before initial operations consultation. Currently, the Pre-Opening Kit costs up to $150.

15. **GRO System Training.** The required GROing Revenue, Executive Overview, and GRO Group Pricing Evaluator eLearning courses are designed to prepare your employees to use the GRO revenue management system. Trainees will complete the appropriate version of the course based on their individual role and revenue management responsibilities. Completion is required within 21 days of hire, opening, or conversion. Currently there is no separate fee for this training.

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

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

We and our affiliates offer many additional optional learning programs and may develop additional learning programs at any time. You must pay any fees associated with required and optional training courses. 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 affiliate’s) trainers to your Hotel site, you may also be required to pay travel, lodging, tax and meals of the trainers.

**Operational Phase Services**

During the operation of the franchised business, we will:

1. Periodically publish (either in hard copy or electronic form or both) and make available to the traveling public a directory that includes System Hotels, including the hotel. Additionally, we will include the hotel, or cause the hotel to be included, where applicable, in advertising of System Hotels and in international, national and regional marketing programs offered by us, subject to and in accordance with our general practice for System Hotels. (Franchise Agreement, Section 4.4).
2. Afford you access to the Reservation Service on the same basis as other System Hotels, so long as you are in full compliance with the material obligations set forth in the Franchise Agreement, including all standards set forth in the Manual. (Franchise Agreement, Section 4.2). However, if you are in default and fail to cure within the specified cure period, we may delay termination but suspend our obligations to you under the Franchise Agreement, including removing the listing of your hotel from any directories we publish and from any advertising we publish, assessing any applicable non-compliance fee and/or removing or suspending you from the Reservation Service 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 any of our affiliates will exercise control or supervision over you. The management and operation of the hotel is your sole responsibility and obligation.

Advertising

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

You must advertise and promote the hotel and related facilities and services on a local and regional basis as we specify in the Manual, 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 material that we reasonably believe is 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 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. During the term of your franchise you may not utilize a list of customers (whether acquired before or during the term of your franchise) without our prior approval.

You must refer guests and customers, wherever reasonably possible, only to System Hotels and (if and as we direct) Network Hotels. However, we can require you to participate in programs designed to refer prospective customers to other hotels, whether in the System or otherwise. You must also
We may occasionally convene an advisory council to consult with us on advertising policies and marketing programs. Currently we have no such council. If we convene a council, it may consist of franchisees together with representatives of our company-managed hotels and company employees. We may select franchisees for the council by their hotel type, geographic location, being in good standing and demonstrating leadership in the System, or other considerations we deem relevant. The council would serve only in an advisory capacity and would not have operational or decision-making power. We may change or dissolve any advisory council in our discretion.

We may occasionally create marketing programs for specific promotional purposes that include only certain hotels. These programs may focus on a geographic location, particular types of hotels, or other criteria. For example, we may develop a marketing campaign that promotes hotels in a specific tourist destination. For these programs we decide which hotels to include and the nature and method of the marketing under our general marketing policies and practices for System Hotels. If your Hotel is selected for such a program, your participation may be required but there would be no fee for participating.

We may also occasionally provide marketing programs in which your participation is voluntary. Participating hotels normally bear their proportionate costs of participation. We have periodically matched or supplemented the amounts paid by participating franchisees, when, in our opinion, the marketing effort supports our broader (national or global) marketing objectives for the System or Network.

You are not required to participate in any marketing cooperative. We may occasionally develop local marketing programs that operate like cooperatives in that they may consist of a group of franchisees that pool their resources and actively work together on local marketing efforts. However, these cooperatives are not legal entities and do not operate from written governing documents. These cooperatives need not prepare annual or periodic financial statements. We may help form this type of cooperative whenever a group of franchisees wish to get together. Participation is voluntary. The contributions to these cooperatives vary depending on the voluntary contributions of members. These cooperatives may be administered by us, by franchisees, or by an advertising agency. If we participate in a cooperative, we can require it to be formed, changed, dissolved, or merged with another cooperative. We cannot guarantee that we will offer any cooperative marketing programs to franchisees in the future. Any plan that we offer in the future may differ from the plans we offered to franchisees in past years.

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 and internet sites; developing and maintaining the Reservation Service systems and support; quality assurance program; and administrative costs and overhead related to the administration or direction of these projects and programs. We have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising and the selection of promotional programs. We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, services and/or personnel with any other entity, including any affiliates. Monthly Program Fees are intended for the benefit of the System, and will not 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 a 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 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. (Franchise Agreement, Section 4.4).

Web Sites

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

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

When your Franchise Agreement expires or terminates, you must irrevocably assign and transfer to us or our designee all of your right, title and interest in any domain name listings and registrations that contain any references to our Marks, System or Brand, notify the applicable domain name 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 or transfer of the domain name to us or our designee, as directed by us. You must also delete all references to our Marks or brands from any other Sites you own, maintain or operate after the expiration or termination of the Franchise Agreement. (Franchise Agreement, Section 9.5).

Time Frame to Open the Hotel

You must begin construction of a New Development hotel within 15 months from the date we approve your Application. You must complete construction of a New Development hotel, receive our
authorization for opening and open your hotel within 30 months from the date we approve your Application.

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

ITEM 12
TERRITORY

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

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

1. **Restricted Area.** The boundaries of the Restricted Area will normally depend on the relevant market in the immediate area and competitive circumstances in the relevant market when you sign the Franchise Agreement. The boundaries will vary in size and shape from hotel to hotel. Boundaries will not be delineated according to any standard formula, but may be delineated in various ways, including references to cities, metropolitan areas, counties or other political subdivisions, references to streets or highways, or references to an area encompassed within a radius of specified distance from the front door of the hotel.
2. **Restricted Area Provision.** The Restricted Area Provision will typically restrict us and our affiliates from operating, or authorizing someone else to operate, another Brand hotel during the Restrictive Period and within the Restricted Area (except as described in Paragraph 3 below). Brand means the name used to identify the chain of hotels operated under the Standards. It excludes any other brands or product lines containing “Hilton Garden Inn” in the name. It also excludes Hilton Worldwide Holdings Inc., its affiliates, and other chains of hotels that include the word "Hilton" as part of their brand name (such as "DoubleTree by Hilton" or "Homewood Suites by Hilton").

3. **Exclusions from the Restricted Area Provision:** The Restricted Area Provision will generally not apply to: (a) 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, or any hotel located or to be located within the Restricted Area that replaces such hotel under the Brand; (b) hotels or motels under brands other than the Brand; (c) hotels or motels that will not begin operating under the Brand until after the expiration of the Restrictive Period; (d) gaming-oriented hotels or facilities using the Brand; (e) shared ownership properties (commonly known as “vacation ownership” or “time share ownership” or similar real estate properties) under the Brand; and (f) any hotels, motels, or inns 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.

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

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

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

You may compete with any Network Hotels in and near your area. There is no mechanism for resolving any conflicts that may arise between your Hotel and franchised or company-owned Network Hotels. Any resolution of conflicts regarding location, customers, support or services will be entirely within the business judgment of Hilton Worldwide and us.
See Item 1 for a description of the hotel brands licensed, operated and managed by, or otherwise affiliated with Hilton Worldwide. You may compete with these guest lodging properties.

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

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

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

**ITEM 13**
**TRADEMARKS**

**Trademark Use: Your Rights**

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

Our affiliate, HIH, holds the rights to the Marks, including the following trademarks and service marks, which are registered on the United States Patent and Trademark Office Principal Register:
<table>
<thead>
<tr>
<th>Mark</th>
<th>Registration Number</th>
<th>Registration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hilton Garden Inn (words)</td>
<td>2498208</td>
<td>October 16, 2001</td>
</tr>
<tr>
<td>Hilton Garden Inn (logo)</td>
<td>2603019</td>
<td>July 30, 2002</td>
</tr>
<tr>
<td>Flower (Hilton Garden Inn logo)</td>
<td>2681336</td>
<td>January 28, 2003</td>
</tr>
<tr>
<td>Everything. Right Where You Need It. (words)</td>
<td>2593110</td>
<td>July 9, 2002</td>
</tr>
<tr>
<td>Great American Grill (words)</td>
<td>2379517</td>
<td>August 22, 2000</td>
</tr>
<tr>
<td>Pavilion Pantry (words)</td>
<td>2325984</td>
<td>March 7, 2000</td>
</tr>
<tr>
<td>Hilton Garden Inn Satisfaction Promise (logo)</td>
<td>4371494</td>
<td>July 23, 2013</td>
</tr>
</tbody>
</table>

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

You may use the Marks only in connection with the System and only in the manner we designate, as set out in the Franchise Agreement and the Standards. We may designate additional Marks, change the way Marks are depicted, or withdraw Marks from use at any time. We will not withdraw the Principal Mark. We reserve the right to limit what Marks each Brand of hotel may use.

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

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

**Use of the Marks: Your Duties**

We have the right to control any administrative proceedings or litigation involving a Mark licensed by us to you. We will have the sole right and responsibility to handle disputes with third parties concerning use of the Marks or the System. The protection of the Marks and their distinguishing characteristics as standing for the System is important to all of us. Accordingly, 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 have the sole right to handle disputes concerning use of all or any part of the Marks or the System. You must fully cooperate with us in these matters. Under the terms of the Franchise Agreement, you appoint us as your exclusive attorney-in-fact, to defend and/or settle all disputes of this type. You must sign any documents we believe are necessary to obtain protection for the Marks and the System and assign to us any claims you may have related to these matters. Our decision as to the prosecution,
defense and settlement of the dispute will be final. All recoveries made as a result of disputes with third parties regarding the System or the Marks will be for our account.

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

**Agreements, Proceedings, Litigation and Infringing Uses**

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

**ITEM 14**

**PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

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

Neither we nor our affiliate HIH own any rights in or licenses to any patents nor have any pending patent applications which are material to our franchise business. HIH’s proprietary information, which has been licensed to us, consists of the Manual, the Prototype Drawings and Design and Construction Manual, and all other information or materials concerning the methods, techniques, plans, specifications, procedures, information, systems and knowledge of and experience in the development, operation, marketing and licensing of the System (“Proprietary Information”). You must treat the Proprietary Information as confidential. You must adopt and implement all reasonable procedures we may periodically establish to prevent unauthorized use or disclosure of the Proprietary Information, including restrictions on disclosure to your employees and the use of non-disclosure and non-competition clauses in agreements you’re your employees, agents and independent contractors who have access to the Proprietary Information.

The Standards, as compiled in the Manual or set out in the Franchise Agreement or otherwise, set forth our requirements and recommended practices and procedures regarding the specifications, requirements, criteria, and policies for design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotel and inn operations and for hotel identification, advertising and accounting. Although neither we, nor HIH, nor any predecessor of either of us, have filed an application for a copyright registration for the Manual, we and HIH claim copyrights and the information is proprietary. You must comply with our requirements concerning confidentiality of the
HIH claims copyright in the Prototype Drawings and Design and Construction Manual. The Prototype Drawings and Design and Construction Manual sets forth the requirements and specifications for the construction, furnishing and equipping of Hilton Garden Inn hotels. Neither HIH nor any predecessor has registered this copyright with the United States Copyright Office.

HIH owns copyrights in its revenue management software. Although neither HIH nor any predecessor has filed an application for copyright registration for the Hilton Information DataBase (HIDB), the Dashboard measurement system, Travel Agent Transmission Systems (TATS) or Travel Planner Centralized Payment Program (TPCP), PPI C call accounting system, and other systems and related documentation and materials, HIH claims a copyright and the information is Proprietary Information.

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

HIH claims copyrights in all versions of the Performance for Excellence videotapes, some of which were registered by a predecessor.

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

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

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

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

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

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must provide qualified and experienced management for the operation of your Hotel. To fulfill this responsibility, your Hotel must be operated either by you or a third-party management company (“Management Company”) that we have approved. No other person or entity may operate the Hotel.

We will only grant approval when we consider you or your proposed Management Company to be qualified to manage the Hotel. We may refuse to approve you or any proposed Management Company that, 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 you wish to manage your Hotel directly, you must have our prior written approval and successfully complete our training program, unless we waive this requirement. If we determine that you are not qualified to operate the Hotel, at any time, we may require you to retain a Management Company that is acceptable to us to manage the Hotel.

If you wish to hire or are required to hire a Management Company to manage your Hotel, you must obtain our prior written approval. Your 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 the director of sales, to attend training programs that pertain to the operational functions of the Hotel related to those roles as are necessary to meet our Brand Standards. If your Management Company resigns or is terminated by you, or otherwise becomes unsuitable or unqualified to operate the Hotel as determined by us, in our sole judgment, you must retain a new Management Company that is acceptable to us within 90 days.

You are solely responsible for the management and operation of your Hotel at all times, regardless of whether you are an individual, corporation, limited liability company, partnership or other entity. Your engagement of a Management Company does not reduce your obligations under the Franchise Agreement. We may communicate directly with your managers and Management Company, and we have the right to rely on their communications to us as being on made your behalf.

We will not require you or your Management Company to sign an agreement not to compete with us after the Franchise Agreement terminates or expires. However, you may not engage, directly or indirectly, in any cross-marketing or cross-promotion of your Hotel with any other hotel, motel or related business without our prior written consent, except for System Hotels or Network Hotels. You
and your Management Company must not copy or disclose any confidential or proprietary materials without our prior written consent.

In addition, 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, you will have 90 days to retain a qualified substitute Management Company that we approve.

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

After a review of the financial information submitted with your Application and the proposed ownership of the Hotel and real property, we determine guaranty requirements. Each required guarantor, who may include the spouse of an owner of the Hotel or the franchisee, must sign a Guaranty, by which the guarantor assumes and agrees to discharge certain of the Franchisee's obligations under the Franchise Agreement. In addition, we may require you to provide a Guaranty from a third party acceptable to us as a condition to our issuing a lender comfort letter for a loan related to the Hotel or as a condition to our consent to certain kinds of loans you or your principals may obtain. Such loans may include those in which the Hotel loan will be cross-collateralized and/or cross-defaulted with loans to other hotels or loans secured by the Hotel that are not for the direct benefit of the Hotel. If we send you a written notice of default, we may also require you to provide a Guaranty from a third party acceptable to us covering all of your obligations under the Franchise Agreement. A copy of the Guaranty is attached as Exhibit E.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

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

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 and specifications specified in the Manual. These standards will benefit the System as a whole. You must make these changes at your sole cost and expense. You must also maintain acceptable product quality ratings at the hotel and maintain the hotel in accordance with the Standards. We may make limited exceptions from some of those standards based on local conditions or special circumstances, but are not required to do so.

There is no limit on our right to make changes to the System. We make changes to the System based on our assessment of the long-term best interests of hotels using the System, considering the interest of the System overall. You must comply with all changes we adopt. We may require that you purchase particular models or brands of merchandise for resale to be sold from the hotel from us or from a source we designate.

You must participate in and use the Reservation Service, including any additions, enhancements, supplements or variants which we or our affiliates develop or adopt. You must honor and give first priority on available rooms to all confirmed reservations referred to your hotel through the Reservation Service. The Reservation Service is the only reservation service or system you may use for outgoing reservations referred by and from your Hotel to other hotels unless we or our affiliates designate.

You must participate in, and pay all charges related to, all guest frequency programs we or Hilton require, including the Hilton Honors guest reward programs or any successor programs. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we or Hilton offer to the public on your behalf, any room rate quoted to any guest when the guest makes an advance reservation, and any award guest certificates issued to hotel guests participating in these programs. You may not charge any Mandatory Guest Fee without our consent, in accordance with the Standards.

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

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

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

You may not share the business operations and your hotel facilities with any other hotel, inn,
conference center, lodging facility or similar business without our express permission, which we may
withhold for any reason. If we permit your Hotel to share facilities with another hotel in our Network
(which is also franchised or managed by us or any of our Affiliates), then you must sign the Shared
Facilities Addendum to the Franchise Agreement, shown in Exhibit D to this Disclosure Document.
You are not allowed to engage in any tenant-in-common syndication or transfer of any tenant-in-
common interest in the hotel or the hotel site, other than a Transfer that is otherwise a Permitted
Transfer, without our express permission, which we may withhold for any reason. If we permit you to
share your business operation or engage in a tenant-in-common syndication or Transfer, you must
comply with any terms that we require as a condition to our approval.

Hilton Garden Inn hotels offer one restaurant option serving: breakfast (hot, executive), lunch and
dinner.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

<table>
<thead>
<tr>
<th>Provision</th>
<th>Section in Franchise Agreement (“FA”) and HITS Agreement (Note 1)</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Length of the franchise term</td>
<td>FA §3, Addendum</td>
<td>New Construction: Generally, at midnight on the last day of the month 22 years after the Effective Date. Conversion: Generally, at midnight on the last day of the month 10 to 20 years after the Opening Date. Change of Ownership: Generally, either the remaining Term under the existing franchise agreement, or such other term as we may approve.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement 1.1</td>
<td>The HITS Agreement will run concurrently with the Franchise Agreement and will automatically terminate on the termination or expiration of the Franchise Agreement.</td>
</tr>
<tr>
<td>b. Renewal or Extension of the term</td>
<td>FA §3</td>
<td>You do not have the right to renew or extend the Franchise Agreement.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement Not applicable</td>
<td>The HITS Agreement will run concurrently with the Franchise Agreement. You do not have the right to renew or extend the HITS Agreement.</td>
</tr>
<tr>
<td>Provision</td>
<td>Section in Franchise Agreement (“FA”) and HITS Agreement (Note 1)</td>
<td>Summary</td>
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<tr>
<td>-----------</td>
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</tr>
<tr>
<td>c. Requirements for you to renew or extend</td>
<td>FA – Not applicable</td>
<td>You do not have the right to renew or extend, but if we agree, in our sole discretion, to re-license, you may be asked to sign a contract with materially different terms and conditions from the original Franchise Agreement, and you must comply with any PIP performance conditions that we specify.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement Not applicable</td>
<td>The HITS Agreement will run concurrently with the Franchise Agreement. You do not have the right to renew or extend, but if we agree, in our sole discretion, to re-license, you may be asked to sign a new HITS Agreement with materially different terms and conditions from the original HITS Agreement.</td>
</tr>
<tr>
<td>d. Termination by you</td>
<td>FA §13.4 and 13.5</td>
<td>You are not authorized to terminate the Franchise Agreement before expiration of the Term. If you unilaterally terminate the Franchise Agreement without cause, it is a material breach of the Franchise Agreement, and you must pay to us, on demand, Liquidated Damages, or we may seek to recover actual damages in certain circumstances.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement – Not applicable</td>
<td>You must operate under the HITS Agreement as long as the Franchise Agreement is in effect.</td>
</tr>
<tr>
<td>e. Termination by us without cause</td>
<td>FA §11.1</td>
<td>Condemnation: you must immediately inform us of any proposed taking of any portion of the hotel by eminent domain, and we may terminate the Franchise Agreement on notice to you and will release you from the obligation to pay Liquidated Damages.</td>
</tr>
<tr>
<td></td>
<td>FA §11.2</td>
<td>Casualty: You must immediately inform us if the Hotel is damaged by fire or other casualty, or Event of Force Majeure. If the casualty requires closing of the Hotel, you may choose to repair or rebuild according to the Standards provided that the hotel reopens no later than 18 months after the closing. If you elect not to repair or rebuild the hotel after a condemnation or casualty to the hotel, we may terminate the franchise agreement on notice to you. We will release you from the obligation to pay Liquidated Damages as long as you and your Affiliates do not own or operate a hotel at the site under a least, license or franchise from a Competitor within 3 years after the termination.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement 4.1</td>
<td>If we terminate the Franchise Agreement or any other agreement that allows you to operate the hotel, we can terminate the HITS Agreement.</td>
</tr>
<tr>
<td>f. Termination by us with cause</td>
<td>FA §13</td>
<td>Except as described above, we can terminate only if you fail to satisfy any obligations under the Franchise Agreement or any attachment to it.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement 4.1</td>
<td>Except as described above, we can terminate only if you fail to satisfy any obligations under the HITS Agreement. Termination of the Franchise Agreement also terminates the HITS Agreement.</td>
</tr>
<tr>
<td>Provision</td>
<td>Section in Franchise Agreement (“FA”) and HITS Agreement (Note 1)</td>
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</tr>
<tr>
<td>g. &quot;Cause&quot; defined – defaults which can be cured</td>
<td>FA §13.1</td>
<td>We may terminate the Franchise Agreement by written notice to you at any time before its expiration on any of the following grounds: (1) you fail to pay us any sums due and owing to us or our Affiliates within the cure period in the notice (at least 10 days); (2) you fail to commence or complete the Hotel Work by the applicable deadline, including any extensions, or fail to open the Hotel on the Opening Date, and do not cure that default within the cure period in the notice (at least 10 days); (3) you fail to comply with any provision of this Agreement, the Manual or any System Standard and do not cure that default within the cure period in the notice (at least 30 days); or (4) you do not purchase or maintain required insurance or do not reimburse us for our purchase of insurance on your behalf within the cure period in the notice (at least 10 days).</td>
</tr>
<tr>
<td></td>
<td>FA §13.3</td>
<td>If you fail to cure within the specified cure period, we may delay termination but suspend the hotel from the Reservation Service and any reservation and/or website services provided through or by us, and divert reservations for your hotel to other System or Network hotels; remove the listing of the hotel from any directories or advertising; disable all or any part of the software provided to you and/or may suspend any one or more of the information technology and/or network services that we provide or support; and charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with any applicable non-compliance, intervention or administration fees.</td>
</tr>
<tr>
<td></td>
<td>HITS Agreement 4.1</td>
<td>We can terminate if you (1) fail to pay us sums due and fail to cure your default within 10 days; (2) you breach your obligations of confidentiality; (3) you fail to timely refresh the Authorized Equipment; or (4) you default under any other provision of the HITS Agreement and fail to cure your default within 30 days after notice from us. The HITS Agreement will automatically terminate on the termination or expiration of your Franchise Agreement.</td>
</tr>
<tr>
<td>h. &quot;Cause&quot; defined – non-curable defaults</td>
<td>FA §13.2</td>
<td>We may terminate the Franchise Agreement immediately on notice to you, without giving you any opportunity to cure the default if:</td>
</tr>
<tr>
<td></td>
<td>FA §13.2 (1)</td>
<td>after curing any material breach, you engage in the same non-compliance within any consecutive 24-month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;</td>
</tr>
<tr>
<td></td>
<td>FA §13.2 (2)</td>
<td>we send you 3 notices of material default in any 12-month period, regardless of whether the defaults have been cured;</td>
</tr>
<tr>
<td></td>
<td>FA §13.2 (3)</td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>FA §13.2 (4)</td>
<td>you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the hotel, and the action results in the entry of an order for relief against you</td>
</tr>
<tr>
<td>Provision</td>
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<tr>
<td>-----------</td>
<td>---------------------------------------------------------------</td>
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</tr>
<tr>
<td>i. Your obligations on termination, expiration or non-renewal</td>
<td>FA §13.6</td>
<td>On termination or expiration of the Agreement you must immediately:</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (1)</td>
<td>pay all sums due and owing to us or any of our Affiliates, including liquidated damages and any expenses incurred by us in obtaining injunctive relief for the enforcement of the Agreement;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (2)</td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (3)</td>
<td>you fail to operate the Hotel for 5 consecutive days, unless the failure to operate is due to an event of Force Majeure, provided that you have taken reasonable steps to minimize the impact of such events;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (4)</td>
<td>you contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (5)</td>
<td>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 our Affiliates;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (6)</td>
<td>you conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (7)</td>
<td>you Transfer any interest that is not in compliance with the Franchise Agreement;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (8)</td>
<td>you, your Affiliate or any Guarantor become a Sanctioned Person or are owned or controlled by a Sanctioned Person or otherwise breach the representations in the Franchise Agreement;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (9)</td>
<td>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;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (10)</td>
<td>any Guarantor breaches its guaranty to us;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (11)</td>
<td>a threat or danger to public health or safety results from the construction, maintenance, or operation of the hotel;</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (12)</td>
<td>you, your Affiliate or a Guarantor become a Competitor except as otherwise permitted by Subsection 5.1.28; or</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (13)</td>
<td>if we withdraw our consent to your Hotel’s use of Shared Facilities and you fail to construct comparable facilities or amenities in order for the Hotel to meet the Standards.</td>
</tr>
<tr>
<td></td>
<td>FA §13.6 (14)</td>
<td>You have no right to cure once your Franchise Agreement terminates.</td>
</tr>
<tr>
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<td>Section in Franchise Agreement (&quot;FA&quot;) and HITS Agreement (Note 1)</td>
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<tr>
<td>FA §13.6 (2)</td>
<td>cease operating the Hotel as a System Hotel and cease using the System;</td>
<td></td>
</tr>
<tr>
<td>FA §13.6 (3)</td>
<td>cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods; deliver all goods and materials containing the Marks to us; make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials.</td>
<td></td>
</tr>
<tr>
<td>FA §13.6 (4)</td>
<td>cease representing yourself as then or formerly a System Hotel or affiliated with the Licensed Brand or the Network;</td>
<td></td>
</tr>
<tr>
<td>FA §13.6 (5)</td>
<td>return all copies of the Manual and any other Proprietary Information to us;</td>
<td></td>
</tr>
<tr>
<td>FA §13.6 (6)</td>
<td>cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the hotel, and authorize their transfer to us;</td>
<td></td>
</tr>
<tr>
<td>FA §13.6 (7)</td>
<td>irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Licensed Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Licensed Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify; delete all references to our Marks, System, Network or Licensed Brand from any Sites you own, maintain or operate beyond the expiration or termination of the Franchise Agreement.</td>
<td></td>
</tr>
<tr>
<td>HITS Agreement 4.2</td>
<td>You must stop using our software and related documents, return all copies to us, and certify to us that you have done so.</td>
<td></td>
</tr>
<tr>
<td>j. Assignment of contract by us</td>
<td>FA §12.1</td>
<td>We may assign or transfer the Franchise Agreement and any of our rights, duties or assets to any person or entity without your consent so long as the assignee assumes all of our obligations to permit you to operate the Hotel.</td>
</tr>
<tr>
<td>HITS Agreement 2.1</td>
<td>HSS may delegate its operational responsibilities under the HITS Agreement to third parties but remains responsible.</td>
<td></td>
</tr>
<tr>
<td>k. &quot;Transfer&quot; by you – definition</td>
<td>FA §§1 and 12.2</td>
<td>Any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest, including a transfer of an interest the hotel, the Franchise Agreement, the site on which the hotel is located or any direct or indirect Equity Interest as defined in the Franchise Agreement. You may not transfer to any Sanctioned Person or a Competitor.</td>
</tr>
<tr>
<td>Provision</td>
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</tr>
<tr>
<td></td>
<td><strong>HITS Agreement –</strong></td>
<td>Transfer is not defined in the HITS Agreement. We consider any attempt on your part to transfer or assign any of your rights or obligations under the HITS Agreement to be a “transfer” by you.</td>
</tr>
<tr>
<td>I. Our approval of transfer by you</td>
<td>FA §12.2</td>
<td>A Transfer of any interest in you, the Hotel, the Hotel Site, or the Franchise Agreement (or any rights or obligations under it) are prohibited unless expressly allowed in the Franchise Agreement. The Franchise Agreement allows 2 types of Transfers if certain conditions are satisfied: (a) Permitted Transfers; and (b) Change of Ownership Transfers. In any Transfer, the proposed Transferee may not be a Sanctioned Person or a Competitor.</td>
</tr>
<tr>
<td>m. Conditions for our approval of transfer.</td>
<td>HITS Agreement 2.1</td>
<td>You have no right to assign the HITS Agreement. If there is a Change of Ownership transfer of the Franchise Agreement, we may permit the HITS Agreement to be assigned.</td>
</tr>
<tr>
<td></td>
<td>FA §12.2.1</td>
<td>Permitted Transfers are Transfers that will not result in a change of Control of you, the Hotel, or the Hotel Site.</td>
</tr>
<tr>
<td></td>
<td>FA §12.2.1.1</td>
<td>You may complete the following types of Permitted Transfers without giving us notice or obtaining our consent: Transfers of (a) Publicly Traded Equity Interests; (b) privately held Equity Interests when the transferee will hold less than 50% after the Transfer, and there is no resulting change of Control; and (c) interests within and to designated institutional investment funds if the named asset manager does not change.</td>
</tr>
<tr>
<td></td>
<td>FA §12.2.1.2</td>
<td>For the following types of Permitted Transfers, unless the Transfer otherwise qualifies under 12.2.1.1, you must give 60 days’ written notice, obtain our consent, follow our then-current procedure for processing Permitted Transfers, sign documents required by us, and pay a processing fee: Transfers (a) to Affiliates; (b) to a family member or trust; (c) on death; and (d) of privately-held Equity Interests if more than 50% will have changed hands since the Effective Date of the Franchise Agreement. We will waive the processing fee for 1 Permitted Transfer before the Opening Date.</td>
</tr>
<tr>
<td></td>
<td>FA §12.2.2</td>
<td>Any Transfer that is not a Permitted Transfer under §12.2.1 is a Change of Ownership Transfer. You must give 60 days’ written notice and provide any information we may require to consent to this type of transfer, not be in default; pay all amounts due to us and our Affiliates through closing; conclude any suit, action or proceeding that is pending or threatened against you, us or any of our Affiliates with respect to the Hotel, or provide adequate security. Proposed transferee must meet our then-current business requirements for new franchisees, including credit, background investigation, operations experience, prior business dealings, and other relevant factors. Proposed transferee must submit a completed and signed Change of Ownership Application, pay our Franchise Application Fee, sign our then-current form of franchise agreement, agree to our request for upgrades to the hotel (which may include payment of a PIP fee); agree to indemnify, hold harmless and defend us and our affiliates against any action by a Government Entity arising in connection with any</td>
</tr>
<tr>
<td>Provision</td>
<td>Section in Franchise Agreement (“FA”) and HITS Agreement (Note 1)</td>
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</tr>
</tbody>
</table>

<p>| | fees or costs you charged to customers; and, if applicable, the Proposed transferee’s guarantors must sign our then-current form of guaranty of franchise agreement. Proposed transferee must not be a Sanctioned Person or a Competitor. If the transferee has SBA financing, you and the transferee must agree to escrow and disburse our estimated fees to us at closing. We will refund any excess about 30 days after closing. |
| | FA §12.3 | You must give 60 days’ advance notice of a public offering or private placement; follow our instructions about the use of the Marks and disclosure; and indemnify us from any claims related to the offer or sale of your securities; pay a processing fee when you submit the request and pay any additional costs we may incur. |
| | FA §12.4 | You or an Equity Owner may mortgage or pledge the hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the hotel, without notifying us or obtaining our consent, if (i) you or the applicable Equity Owner are the sole borrower, and (ii) the loan is not secured by any other hotels or other collateral. You must notify us of any other proposed mortgage or pledge, including any collateral assignment of this Agreement, and obtain our consent, which we may withhold in our business judgment. We will evaluate the proposed mortgage or pledge according to our then-current procedure and standards for processing such requests. We may issue our consent in the form of a “lender comfort letter” agreement in a form satisfactory to us, and may include an estoppel and general release of claims. We charge a fee for the processing of a lender comfort letter. |
| | FA § 5.1.23 | You may lease or sublease commercial space in the hotel, or enter into concession arrangements for operations in connection with the hotel, in the ordinary course of business, subject to our right to review and approve the nature of the proposed business and the proposed brand and concept, all in keeping with our then current Standards for System Hotels. |
| | HITS Agreement 2.1 | You have no right to assign the HITS Agreement. If there is a Change of Ownership transfer of the Franchise Agreement, we may permit the HITS Agreement to be assigned. |
| n. Our right of first refusal to acquire your business | FA §19 | None, but you must notify us if you want to market any equity interests, other than a Transfer under §§ 12.2.1 or 12.2.2. |
| | HITS Agreement – Not applicable | None. |
| o. Our option to purchase your business | FA – Not applicable | None. |
| | HITS Agreement – Not applicable | None. |
| p. Your death or disability | FA §12.2.1.2.3 | On the death of a Franchisee or Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person’s will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person’s estate without our consent, provided that: (a) the Transfer Upon Death is to an immediate family member or to a legal entity formed by such family member(s); and (b) within 1 year after |</p>
<table>
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<td></td>
<td><em>Provision</em></td>
<td></td>
</tr>
<tr>
<td>q. Non-competition covenants during the term of this franchise</td>
<td>FA §§1 and 5.1.28</td>
<td>You and your Affiliates may not, indirectly or directly, own or be a licensor or franchisor of a hotel brand that competes with the System, a System Hotel or Network Hotel in our sole judgment, but you may own a minority interest in a Competitor under certain circumstances, and you may be a franchisee of a Competitor, or manage a property of a Competitor.</td>
</tr>
<tr>
<td>r. Non-competition covenants after the franchise is terminated or expires</td>
<td>FA – Not applicable</td>
<td>None.</td>
</tr>
<tr>
<td>s. Modification of the agreement</td>
<td>FA §16.5.1</td>
<td>All changes to the Franchise Agreement must be in writing and signed by an authorized person on behalf of you and us, but we can change the Standards, the Manual and other materials.</td>
</tr>
<tr>
<td>t. Integration/merger clause</td>
<td>FA §16.4</td>
<td>Only the terms of the Franchise Agreement, the Application, the Guaranty and any other related agreements signed by the parties (and any representations in the franchise disclosure document) are enforceable (subject to state law). Any other promises may not be enforceable.</td>
</tr>
<tr>
<td>u. Dispute resolution by arbitration or mediation</td>
<td>FA – Not applicable</td>
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<td>v. Choice of forum</td>
<td>FA §16.2.2</td>
<td>Actions must be brought in the US District Court for the Eastern District of Virginia, in Alexandria, Virginia, or, if there is no subject matter jurisdiction in federal court, in a state court of competent jurisdiction in either Fairfax County, Virginia, or New York, New York, but we may elect to bring an action against you where the hotel is located.</td>
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ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

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

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Hotel Summary
For Years 2017 to 2019

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For Years 2017 to 2019

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Table No. 4
Status of Company-Owned Hotels
For Years 2017 to 2019

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<th>Hotels Closed</th>
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Projected Openings as of December 31, 2019

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<td>Projected New Company-Owned Hotels in the Next Fiscal Year</td>
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All fiscal year numbers are as of December 31 of each year. The tables include Hilton Garden Inn hotels that were licensed by our predecessors (including any hotels formerly known as "CrestHil by Hilton"). These franchise agreements have been assigned to us.

Exhibit A lists the name, address and telephone number of the Hilton Garden Inn franchised hotels as of December 31, 2019.

Exhibit B lists the name, city, state, business telephone number or, if unknown, the last-known home telephone number of each franchisee whose license was terminated, canceled or not renewed, who voluntarily or involuntarily ceased to do business under a Franchise Agreement during 2019, or who has not communicated with us or our predecessor within 10 weeks of the issuance date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.
During the last 3 fiscal years, we and our predecessor have not signed any confidentiality clauses with a current or former franchisee in a Franchise Agreement, settlement agreement or any other contract restricting their ability to speak to you openly about their experience with us or our predecessor.

There are no trademark-specific franchisee organizations associated with the franchise system that we have created, endorsed or sponsored. There are no trademark-specific franchisee organizations associated with the franchise system which are incorporated or otherwise organized under state law and have asked us to be included in our disclosure document during the next fiscal year.

As noted in Item 1, on January 4, 2017, nearly all company-owned hotels were divested through the spin-off of our former parent company, Park. As a result, both of the Hilton Garden Inn Brand hotels that were company-owned on December 31, 2016, were divested on January 4, 2017, and were converted to franchises.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit C are our audited consolidated balance sheets as of December 31, 2019 and 2018, the related consolidated statements of operations and member’s capital and cash flows for the years ended December 31, 2019, 2018, and 2017, and the related notes to the consolidated financial statements.

ITEM 22
CONTRACTS

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

Exhibit D  Franchise Agreement and Addendum
Exhibit D-2  Development Incentive Promissory Note
Exhibit E  Guaranty of the Franchise Agreement
Exhibit F  Franchise Application
Exhibit G  Information Technology System Agreement (HITS Agreement)
Exhibit K  Lender Comfort Letter Forms

These exhibits are SAMPLES ONLY and are not for signature. These documents are not exhaustive and may vary significantly from state to state and from transaction to transaction.

ITEM 23
RECEIPTS

Exhibit M contains 2 copies of a detachable receipt.
EXHIBIT A
EXHIBIT A

HILTON GARDEN INN

OPEN

ALABAMA
Apple Seven Services Southeast, L.P., Auburn/Opelika, AL, 2555 Hilton Garden Drive  Auburn, AL  36830  334-502-3500
Apple Ten Alabama Services, LLC, Birmingham Downtown, AL, 250 18th Street South  Birmingham, AL  35233  205-322-7937
RajAjit Hotel LLC, Birmingham SE/Liberty Park, AL, 2090 Urban Center Parkway  Birmingham, AL  35242  205-503-5220
RajSambhav Hotel LLC, Birmingham/Lakeshore Drive, AL, 520 Wildwood Circle Drive North  Birmingham, AL  35209  205-314-0274
Trussville Development LLC, Birmingham/Trussville, AL, 3230 Edwards Lake Parkway  Birmingham, AL  35235  205-655-5222
Apple Nine Hospitality Management, Inc., Dothan, AL, 171 Hospitality Lane  Dothan, AL  36303  334-671-7676
Boulevard Hotel Company, L.L.C., Huntsville South/Redstone Arsenal, AL, 301 Boulevard South SW  Huntsville, AL  35802  256-881-4170
Apple Seven Services Southeast, L.P., Huntsville/Space Center, AL, 4801 Governors House Drive  Huntsville, AL  35805  256-430-1778
Bienville Square Hotel, LLC, Mobile Downtown, AL, 15 N. Conception St.  Mobile, AL  36602  251-345-4505
Daphne 546 I LLC/Daphne 546 II LLC, Mobile East Bay/Daphne, AL, 29546 North Main Street  Daphne, AL  36526  251-625-0020
Image Mobile Hotels, Inc, Mobile West I-65/Airport Blvd., AL, 828 W. I-65 Service Road South  Mobile, AL  36609  251-544-6000
RAM Montgomery Hospitality, LLC, Montgomery - Eastchase, AL, 7665 EastChase Parkway  Montgomery, AL  36117  334-244-0101
Apple Seven Services Southeast, L.P., Montgomery East, AL, 1600 Interstate Park Drive  Montgomery, AL  36109  334-272-2225
CRR Hospitality, L.L.C., Orange Beach Beachfront, AL, 23092 Perdido Beach Boulevard  Orange Beach, AL  36561  251-974-1600
Zenith Asset Company II, LLC, Oxford/Anniston, AL, 280 Colonial Drive  Oxford, AL  36203  256-831-0083
Gopinath, LLC, Tuscaloosa, AL, 800 Hollywood Blvd.  Tuscaloosa, AL  35405  205-722-0360

ALASKA
CP Anchorage 4, LLC, Anchorage, AK, 4555 Union Square Drive  Anchorage, AK  99503  907-729-7000

ARIZONA
HAN Corporation, Flagstaff, AZ, 350 West Forest Meadows St.  Flagstaff, AZ  86001  928-226-8888
Pyramid Phoenix Investment LLC, Phoenix Airport North, AZ, 3838 East Van Buren Street  Phoenix, AZ  85008  602-306-2323
Monterey Bay Hospitality, LLC, Phoenix Airport, AZ, 3422 E. Elwood St  Phoenix, AZ  85040-1626  602-470-0500
CSM Phoenix Downtown, L.L.C., Phoenix Downtown, AZ, 15 East Monroe Street  Phoenix, AZ  85004  602-343-0006
PCH North Phoenix I, LLC, Phoenix North Happy Valley, AZ, 1940 West Pinnacle Peak Road  Phoenix, AZ  85027  623-434-5556
RB-WW Tempe LLC, Phoenix Tempe, University Research Park,, 7290 S. Price Road  Tempe, AZ  85283  480-897-5100
EXHIBIT A

MCRT2 Avondale 1 Tenant, LLC, Phoenix/Avondale, AZ, 11460 West Hilton Way  Avondale, AZ  85323  623-882-3351
Phoenix Central Hotel Venture, LLC, Phoenix/Midtown, AZ, 4000 N. Central Avenue  Phoenix, AZ  85012  602-279-9811
Heritage Inn of Tempe, LLC, Phoenix/Tempe ASU Area, AZ, 86 S Rockford Dr.  Tempe, AZ  85281  480-968-2180
Apple Ten Services Scottsdale, Inc., Scottsdale North/Perimeter Center, AZ, 8550 East Princess Drive  Scottsdale, AZ  85255-5469  480-515-4944
CSM Scottsdale, LLC, Scottsdale Old Town, AZ, 7324 East Indian School Road  Scottsdale, AZ  85251  480-481-0400
SVSH LLC, Surprise, AZ, 16601 North Stadium Way  Surprise, AZ  85374  623-404-2300
Apple Nine Hospitality Management, Inc., Tucson Airport, AZ, 6575 South Country Club Road  Tucson, AZ  85756  520-741-0505
Kesari Hospitality LLC, Yuma/Pivot Point, AZ, 310 N Madison Ave  Yuma, AZ  85364  928-783-1500

ARKANSAS
Benton County Lodging, LLC, Bentonville Rogers, AR, 2204 S.E. Walton Blvd  Bentonville, AR  72712  479-464-7300
Allied Lodging, Inc., Conway, AR, 805 Amity Road  Conway, AR  72032  501-329-1444
Legacy Hospitality, LLC, Fayetteville, AR, 1325 N Palak Dr.  Fayetteville, AR  72704  479-856-6040
Craighead County Lodging, LLC, Jonesboro, AR, 2840 South Caraway Road  Jonesboro, AR  72401  870-9317727
McCain Lodging Inc., Little Rock Downtown, AR, 322 Rock Street  Little Rock, AR  72202  501-244-0044
Midas Little Rock, LLC, North Little Rock, AR, 4100 Glover Lane  North Little Rock, AR  72117  501-945-7444
Yogiji Inc., West Little Rock, AR, 10914 Kanis Road  Little Rock, AR  72211  501-227-4800

CALIFORNIA
Garden Grove Lodging, LLC, Anaheim/Garden Grove, CA, 11777 Harbor Blvd  Garden Grove, CA  92840  714-703-9100
BRE Select Hotels Operating LLC, Arcadia/Pasadena Area, CA, 199 North Second Avenue  Arcadia, CA  91006  626-574-6900
BRE Select Hotels Operating LLC, Bakersfield, CA, 3625 Marriott Drive  Bakersfield, CA  93308  661-716-1000
Palmetto Hospitality of Burbank, LLC, Burbank Downtown, CA, 401 S. San Fernando Blvd  Burbank, CA  91502  818-509-7964
Mian Horizon Financial Corp., Calabasas, CA, 24150 Park Sorrento  Calabasas, CA  91302  818-591-2300
Wave Crest Resorts III, LLC, Carlsbad Beach, CA, 6450 Carlsbad Blvd  Carlsbad, CA  92011  760-476-0800
Clovis Park Holdings, LLC, Clovis, CA, 520 West Shaw Ave  Clovis, CA  93612  559-299-2203
Cupertino Hospitality Associates, LLC, Cupertino, CA, 10741 North Wolfe Road  Cupertino, CA  95014  408-777-8787
110 F STREET LLC, Davis Downtown, CA, 110 F St.  Davis, CA  95616  530-753-3600
Gateway Hotel Group, L.L.C., Fairfield, CA, 2200 Gateway Court  Fairfield, CA  94533  707-426-6900
BRE Select Hotels Operating LLC, Folsom, CA, 221 Iron Point Road  Folsom, CA  95630  916-353-1717
Fontana Hotel Group, LLC, Fontana, CA, 10543 Sierra Avenue  Fontana, CA  92337  909-822-7300
Trimark-Gilroy Hospitality LLC and Trimark-Park Place, LLC (, Gilroy, CA, 6070 Monterey Road  Gilroy, CA  95020  408-840-7000
EXHIBIT A

BRE Select Hotels Operating LLC, Irvine East/Lake Forest, CA, 27082 Towne Centre Drive  Foothill Ranch, CA  92610  949-859-4000
S3 Hospitality, LLC, Irvine/Orange County Airport, CA, 2381 Morse Avenue  Irvine, CA  92614  949-224-3900
SoCal Hospitality, LLC, Lake Forest Irvine Spectrum, CA, 23131 Lake Center Drive  Lake Forest, CA  92630  949-455-7000
Hilton El Segundo LLC, LAX/El Segundo, CA, 2100 East Mariposa Avenue  El Segundo, CA  90245  310-726-0100
Diva Hospitality Group, Inc, Livermore, CA, 2801 Constitution Drive  Livermore, CA  94550  925-292-2000
Lompoc Land Holdings, LLC, Lompoc, CA, 1201 North H Street  Lompoc, CA  93436  805-735-1880
Hotel Adventures LLC, Los Angeles Montebello, CA, 801 Via San Clemente  Montebello, CA  90640  323-724-5900
RLJ III - HGN Hollywood Lessee, L.P., Los Angeles/Hollywood, CA, 205 N. Highland Avenue  Los Angeles, CA  90068  323-876-8600
TRCF Redondo, LLC, Los Angeles/Redondo Beach, CA, 2410 Marine Avenue  Redondo Beach, CA  90278  310-727-9999
Chatham MDR Leaseco LLC, Marina Del Rey, CA, 4200 Admiralty Way  Marina del Rey, CA  90292  310-301-2000
HIT SWN CRS NTC TRS, LP, Monterey, CA, 1000 Aguajito Road  Monterey, CA  93940  831-373-6141
Reneson Napa LLC, Napa, CA, 3585 Solano Avenue  Napa, CA  94558  707-252-0444
SEAL San Leandro, LLC, Oakland/San Leandro, CA, 510 Lewelling Boulevard  San Leandro, CA  94579  510-346-5533
Heritage Inn of Rancho Cucamonga, Inc, Ontario/Rancho Cucamonga, CA, 11481 Mission Vista Drive  Rancho Cucamonga, CA  91730  909-481-1800
Wyche Oak Park Apartments, Inc., Oxnard/Camarillo, CA, 2000 Solar Drive  Oxnard, CA  93036  805-983-8600
Treasure Mountain Holdings, LLC, Palm Springs/Rancho Mirage, CA, 71-700 Highway 111  Rancho Mirage, CA  92270  760-776-9700
HilVentures, L.P., Palmdale, CA, 1309 W. Rancho Vista Blvd  Palmdale, CA  93551  661-998-2000
Palmetto Hospitality of Palo Alto, LLC, Palo Alto, CA, 4216 El Camino Real  Palo Alto, CA  94306  650-843-0795
Win-River Hotel Corporation, Redding, CA, 5050 Bechelli Lane  Redding, CA  96002  530-226-5111
BRE Select Hotels Operating LLC, Roseville, CA, 1951 Taylor Road  Roseville, CA  95661  916-773-7171
Advantage Hospitality, LLC, Sacramento Airport/Natomas, CA, 20 Advantage Ct.  Sacramento, CA  95834  916-579-7000
Geweke VI, LP, Sacramento/Elk Grove, CA, 9241 Laguna Springs Drive  Elk Grove, CA  95758  916-691-1900
Noah Corporation, San Bernardino, CA, 1755 S Waterman Ave  San Bernardino, CA  92408  909-806-4040
M4 DEV, LLC, San Diego Downtown/Bayside, CA, 2137 Pacific Highway Suite A  San Diego, CA  92101  619-696-6300
Everest Hotel Group and SDMV Hotel Partners, LP, San Diego Mission Valley Stadium, CA, 3805 Murphy Canyon Road  San Diego, CA  92123  858-278-9300
M5 DEV, LLC, San Diego Old Town/SeaWorld Area, CA, 4200 Taylor Street  San Diego, CA  92110  619-260-0607
Torrey Inn LP, San Diego/Del Mar, CA, 3939 Ocean Bluff Ave  San Diego, CA  92130  858-720-9500
Apple Seven Hospitality Management, Inc., San Diego/Rancho Bernardo, CA, 17240 Bernardo Center Drive  San Diego, CA  92128  858-676-1660
RLJ HGN Emeryville Lessee, LP, San Francisco/Oakland Bay Bridge, CA, 1800 Powell Street  Emeryville, CA  94608  510-658-9300
Hilton Franchise Holding LLC, San Francisco-Airport North, CA, 670 Gateway Blvd  South San Francisco, CA  94080  650-872-1515
765 Airport Boulevard, LP, San Francisco-Airport/Burlingame, CA, 765 Airport Blvd.  Burlingame, CA  94010  650-347-7800
Summit Hotel TRS 150, LLC, San Jose/Milpitas, CA, 30 Ranch Drive  Milpitas, CA  95035  408-719-1313
Castleblack Pismo Beach Operator, LLC, San Luis Obispo/Pismo Beach, CA, 601 James Way  Pismo Beach, CA  93449  805-773-6020
BridgePointe Hotel Group, LLC, San Mateo, CA, 2000 Bridgepointe Circle  San Mateo, CA  94404  650-522-9000
Goleta HHG Hotel Development, LP, Santa Barbara/Goleta, CA, 6878 Hollister Avenue  Goleta, CA  93117  805-562-5996
417 Aviation Blvd., LLC, Sonoma County Airport, CA, 417 Aviation Blvd  Santa Rosa, CA  95403  707-545-0444
Sunnyvale Hotels, LLC, Sunnyvale, CA, 767 N. Mathilda  Sunnyvale, CA  94085  408-735-7345
LVS Hospitality LLC, Valencia at Six Flags, CA, 27710 The Old Road  Valencia, CA  91355-1053  661-254-8800
JSAK Victorville Partners, LP, Victorville, CA, 12603 Mariposa Road  Victorville, CA  92395  760-952-1200

COLORADO
Orchim, LLC, Boulder, CO, 2701 Canyon Boulevard  Boulder, CO  80302  303-443-2200
Powers Inn, LLC, Colorado Springs Airport, CO, 2035 Aerotech Drive  Colorado Springs, CO  80916  719-622-0300
Cascade Hotel Property, LLC, Colorado Springs Downtown, CO, 125 N. Cascade Ave.  Colorado Springs, CO  80903  719-632-1000
IHP I OPS, LLC, Colorado Springs, CO, 1810 Briargate Parkway  Colorado Springs, CO  80920  719-598-6866
Arvada Hotel Investors, LLC, Denver Arvada, CO, 5455 Olde Wadsworth Blvd  Arvada, CO  80002  303-420-9799
Apple Ten Services Denver, Inc., Denver Downtown, CO, 1400 Welton Street  Denver, CO  80202  303-603-8000
MCR Denver South Tenant LLC, Denver South Park Meadows Area, CO, 9290 Meridian Boulevard  Englewood, CO  80112  303-824-1550
Chatham Denver Tech HG Leasco, LLC, Denver Tech Center, CO, 7675 East Union Ave.  Denver, CO  80237  303-770-4200
Cherry Creek Lodging, LLC, Denver/Cherry Creek, CO, 600 S. Colorado Blvd.  Denver, CO  80246  303-754-9800
Apple Seven Hospitality Management, Inc., Denver/Highlands Ranch, CO, 1050 Plaza Drive  Highlands Ranch, CO  80126  303-683-4100
Willco X Development, LLLP, Denver/Thornton, CO, 14275 Lincoln St  Thornton, CO  80023  303-255-1000
Gateway Hotel, LLC, Denver-Airport, CO, 16475 East 40th Circle  Aurora, CO  80011  303-371-9393
Chestnut 20 Hotel LLC, Denver-Union Station, CO, 1999 Chestnut Place  Denver, CO  80202  720-643-1999
HIT SWN TRS, LLC, Fort Collins, CO, 2821 East Harmony Road  Fort Collins, CO  80528  970-225-2900

CONNECTICUT
KF (Danbury), LLC, Danbury, CT, 119 Mill Plain Road  Danbury, CT  06811  203-205-2000
IHP I OPS, LLC, Hartford North/Bradley Int'l Airport, CT, 555 Corporate Drive  Windsor, CT  06095  860-688-6400
VIII-HII-Glastonbury Blvd Opco, L.L.C., Hartford South/Glastonbury, CT, 85 Glastonbury Boulevard  Glastonbury, CT  06033  860-659-1025

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AHIP CT Milford Enterprises LLC, Milford, CT, 291 Old Gate Lane   Milford, CT  06460  203-783-9988
Groton Hospitality, LLC, Mystic/Groton, CT, 224 Gold Star Highway   Groton, CT  06340  860-445-6800
LIXI Hospitality Norwalk LLC, Norwalk, CT, 560 Main Avenue   Norwalk, CT  06851  203-523-4000
Julia Tate Holding, LLC, Preston Casino Area, CT, 5 Watson Road   Preston, CT  06356  860-885-1000
LIXI Hospitality Shelton LLC, Shelton, CT, 25 Old Stratford Road   Shelton, CT  06484  203-447-1000
Walford Owner LL, Wallingford/Meriden, CT, 1181 Barnes Road   Wallingford, CT  06492  203-2840000

DELAWARE
Quintasian, LLC, Dover, DE, 1706 N. DuPont Hwy   Dover, DE  19901  302-674-3784

DISTRICT OF COLUMBIA
Woodbine Legacy/815 14th DC Owner, LLC, Washington DC Downtown, 815 14th Street N.W.   Washington, DC  20005  202-783-7800
HHLPP Georgetown II Lessee, LLC, Washington DC/Georgetown Area, 2201 M Street NW   Washington, DC  20037  202-974-6010
MHF NoMa Operating IV LLC, Washington, DC/U.S. Capitol, 1225 First Street NE   Washington, DC  20002  202-408-4870

FLORIDA
Apple Ten Hospitality Management, Inc., Boca Raton, FL, 8201 Congress Avenue   Boca Raton, FL  33487  561-988-6110
2560 Atlantic Hospitality, LLC, Daytona Beach Oceanfront, FL, 2560 N. Atlantic Avenue   Daytona Beach, FL  32118  386-265-0501
Embassy Investment V, LLC, Daytona Beach-Airport, FL, 189 Midway Avenue   Daytona Beach, FL  32114  386-944-4000
DRE REIT Opco LLC, Fort Lauderdale SW/Miramar, FL, 14501 Hotel Road   Miramar, FL  33027  954-438-7700
FMA Hospitality LP I, Fort Myers Airport/FGCU, FL, 16410 Corporate Commerce Way   Fort Myers, FL  33913  239-210-7200
COED-Stirling Road, LLC, Ft. Lauderdale Airport-Cruise Port, FL, 180 SW 18th Avenue   Dania, FL  33004  954-924-9204
LH Fort Myers Hospitality LLC, Ft. Myers, FL, 12600 University Drive   Fort Myers, FL  33907  239-790-3500
Emerald Breeze Resort Group II LLC, Ft. Walton Beach, FL, 1297 Miracle Strip Parkway SE   Fort Walton Beach, FL  32548  850-362-1000
Apple Ten Hospitality Management, Inc., Gainesville, FL, 4075 SW 33rd Place   Gainesville, FL  32608  352-338-1466
LCP 1201 Kings Ave, LLC, MV Hotel Associates I, L.C., MSS Ho, Jacksonville Downtown/Southbank, FL, 1201 Kings Avenue   Jacksonville, FL  32207  904-396-6111
Ashford TRS Jacksonville I LLC, Jacksonville JTB/Deerwood Park, FL, 9745 GatePkwy N   Jacksonville, FL  32246  904-997-6600
Akhil Hospitality, LLC, Jacksonville/Orange Park, FL, 145 Park Avenue   Orange Park, FL  32073  904-458-1577
Sawgrass Hotel Partners, Ltd, Jacksonville/Ponte Vedra, FL, 45 PGA Tour Boulevard   Ponte Vedra Beach, FL  32082  904-280-1661
Embassy Investment IV, LLC, Jacksonville-Airport, FL, 13503 Ranch Road   Jacksonville, FL  32218  904-421-2700
SB Key West Owner VII, L.P., Key West/The Keys Collection, FL, 3850 North Roosevelt Boulevard   Key West, FL  33040  305-320-0920
EXHIBIT A

OSSA-LBV Owner LLC, Lake Buena Vista/Orlando, FL, 11400 Marbella Palm Ct. Orlando, FL 32836 407-239-9550
Beechwood Lakeland Hotel, LLC, Lakeland, FL, 3839 Don Emerson Drive Lakeland, FL 33811 863-647-0066
Blue Lagoon Hospitality, LLC, Miami - Brickell South/ near Key Biscayn, 2500 Brickell Avenue Miami, FL 33129 305-854-2070
36th Street Two, LLC, Miami Airport West, FL, 3550 NW 74th Ave Miami, FL 33122 305-629-7701
Procacci Dolphin, LLC, Miami Dolphin Mall, FL, 1695 NW 111th Ave, Suite A Sweetwater, FL 33172 305-5009077
Royal Polo Hotel, LLC, Miami South Beach, 2940 Collins Avenue Miami Beach, FL 33140 305-642-7656
MCR Orlando Tenant LLC, Orlando at Seaworld, FL, 6850 Westwood Boulevard Orlando, FL 32821 407-354-1500
Hotel Trail, LLC, Orlando East/UCF Area, FL, 1959 N. Alafaya Trail Orlando, FL 32826 407-992-5000
Buffalo Orlando I, LLC, Orlando International Dr. North, FL, 5877 American Way Orlando, FL 32819 407-363-9332
HGILM Associates LLC, Orlando North/Lake Mary, FL, 705 Currency Circle Lake Mary, FL 32746 407-531-9900
LAXMI Augusta National Hotel, Ltd, Orlando-Airport, FL, 7300 Augusta National Drive Orlando, FL 32822 407-240-3725
Gardens Pointe Development LLC, Palm Beach Gardens, FL, 3505 Kyoto Gardens Drive Palm Beach Gardens, FL 33410 561-694-5833
Palm Coast Investors of Duluth, LLC, Palm Coast/Town Center, FL, 55 Town Center Boulevard Palm Coast, FL 32164 386-586-2463
Visioners Hospitality LLC, Panama City, FL, 1101 US Highway 231 Panama City, FL 32405 850-392-1093
Cobbletel, LLC, Pensacola Airport/Medical Center, 1144 Airport Boulevard Pensacola, FL 32504 850-479-8900
Hadico PSL Investment LLC, Port St. Lucie/PGA Village, FL, 8540 Commerce Centre Drive Port Saint Lucie, FL 34986 772-871-6850
Excel Sarasota 1, LLC, Sarasota-Bradenton Airport, FL, 8270 N Tamiami Trail Sarasota, FL 34243 941-551-1100
Embassy Investments - St Augustine Beach LLC, ST. AUGUSTINE BEACH, FL, 401 A1A Beach Boulevard Saint Augustine, FL 32080 904-471-5559
Apple Eight Hospitality Management, Inc., TALLAHASSEE CENTRAL, FL, 1330 Blairstone Road Tallahassee, FL 32301 850-893-8300
BRE Select Hotels Operating LLC, Tallahassee, FL, 3333 Thomasville Road Tallahassee, FL 32308 850-385-3553
TWC Hotel, LLC, Tampa - Wesley Chapel, FL, 26640 Silver Maple Pkwy Wesley Chapel, FL 33544 813-591-6900
MHG of Tampa-Westshore, Florida #3, LLC, Tampa Airport/Westshore, FL, 5312 Avion Park Drive Tampa, FL 33607 813-289-2700
BREIT Florida TRS LLC, Tampa Northwest/Oldsmar, FL, 4052 Tampa Road Oldsmar, FL 34677 813-891-9990
Pinnacle Holdings - XIV, LLC, Tampa Suncoast Parkway, FL, 2155 NorthPointe Parkway Lutz, FL 33555 813-491-4900
IHP I OPS, LLC, Tampa Ybor Historic District, FL, 1700 East 9th Avenue Tampa, FL 33605 813-769-9267
Crescent Park Hotel, LLC, Tampa/Riverview/Brandon, FL, 4328 Garden Vista Drive Riverview, FL 33578 813-626-6610
Tampa East Hotel Holdings, LLC, Tampa-East/Brandon, FL, 10309 Highland Manor Drive Tampa, FL 33610 813-626-6700
BREIT Florida TRS LLC, Tampa-North, FL, 13305 Tampa Oaks Blvd Temple Terrace, FL 33637 813-342-5000
BCORE Select Raven 1 TRS LLC, West Palm Beach Airport, FL, 1611 Worthington Road West Palm Beach, FL 33409 561-472-5956
WPB Dugout Hotel LLC, West Palm Beach I95 Outlets, FL, 1675 Palm Beach Lakes Blvd West Palm Beach, FL 33401 561-683-0069
EXHIBIT A

GEORGIA
Albany Holdings SPE I, LLC, Albany, GA, 101 S Front Street  Albany, GA 31701  229-888-1590
Classic City Hotel Company, Athens Downtown, GA, 390 East Washington Street  Athens, GA  30601  706-353-6800
ATL Hotel Group LLC, Atlanta Airport North, GA, 3437 Bobby Brown Parkway  Atlanta, GA 30344  404-477-6600
Millennium Atlanta Airport Hotel, LLC, Atlanta Airport/Millennium Center, GA, 2301 Sullivan Road  College Park, GA 30337  404-766-0303
Legacy Pavilion Hotel, LLC, Atlanta Downtown, GA, 275 Baker Street NW  Atlanta, GA 30313  404-577-2001
NDR Enterprises at Stonecrest, LLC, Atlanta East/Stonecrest, GA, 7890 Mall Ring Road  Lithonia, GA 30038  678-526-1000
ML Wildwood Holding, LLC, Atlanta Marietta, GA, 3045 Windy Hill Road  Atlanta, GA 30339  770-953-8850
Atlanta Midtown Hotel Operator, Inc., Atlanta Midtown, GA, 97 10th Street NW  Atlanta, GA 30309  404-524-4006
4025 Windward Plaza Alpharetta, LLC, Atlanta North/Alpharetta, GA, 4025 Windward Plaza  Alpharetta, GA 30005  770-360-7766
ML Johns Creek Holding, LLC, Atlanta North/Johns Creek, GA, 11695 Medlock Bridge Road  Johns Creek, GA 30097  770-476-1966
ML Northpoint Holding, LLC, Atlanta Northpoint, GA, 10975 Georgia Lane  Alpharetta, GA 30022  678-566-3900
Vision Atlanta Kennesaw, LLC, Atlanta NW/Kennesaw Town Center, GA, 895 Cobb Place Boulevard  Kennesaw, GA 30144  678-322-1140
NF IV-VA ATL Perimeter Op Co, LLC, Atlanta Perimeter Center, GA, 1501 Lake Hearn Drive  Atlanta, GA 30319  404-459-0500
Shree Vinayak, LLC, Atlanta South/McDonough, GA, 95 Highway 81 West  McDonough, GA 30253  678-827-7200
Deep Hospitality, LLC, Atlanta West/Lithia Springs, GA, 110 Interstate West Parkway  Lithia Springs, GA 30122  770-949-8980
Apsilon Hotels Development and Management Company, Atlanta/Peachtree City, GA, 2010 North Commerce Drive  Peachtree City, GA 30269  678-827-8400
MHF Buckhead Operating V LLC, Atlanta-Buckhead, GA, 3342 Peachtree Road, NE  Atlanta, GA 30326  404-231-1234
DRAP Sugarloaf, LLC, Atlanta-Gwinnett/Sugar Loaf, GA, 2040 Sugarloaf Circle  Duluth, GA 30097  770-495-7600
Stevens Creek Hospitality, LLC, Augusta, GA, 1065 Stevens Creek Road  Augusta, GA 30907  706-739-9990
Cartersville Paradise Group, Inc., Cartersville, GA, 24 Liberty Drive  Cartersville, GA 30121  770-382-9787
Columbus GA Hotel Partners I, LP, Columbus, GA, 1500 Bradley Lake Boulevard  Columbus, GA 31904  706-660-1000
Dalton Hospitality Hotel Services, LLC, Dalton, GA, 879 College Drive  Dalton, GA 30720  706-529-6000
Naresh & Asha, LLC, Gainesville, GA, 1735 Browns Bridge Road  Gainesville, GA 30501  770-532-3396
Savannah Hotel 5711, LLC, Savannah Historic District, GA, 321 West Bay Street  Savannah, GA 31401  912-721-5000
Apple Seven Services Southeast, L.P., Macon/Mercer University, GA, 1220 Stadium Drive  Macon, GA 31204  478-741-5527
NP Bay Ventures, LLC, Savannah Historic District, GA, 321 West Bay Street  Savannah, GA 31401  912-721-5000
NP Bay Ventures, LLC, Savannah Midtown, GA, 5711 Abercorn Street  Savannah, GA 31405  912-652-9300
Apple Eight Services Savannah, Inc., Savannah/Airport, GA, 80 Clyde E. Martin Drive  Savannah, GA 31408  912-964-5550
Hilgard, LLC, Tifton, GA, 201 Boo Drive  Tifton, GA 31793  229-382-8484
Gornto Hospitalities, L.L.C., Valdosta, GA, 1702 Gornto Drive  Valdosta, GA 31601  229-219-1011

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HAwAIi
DCI Paradise LLC, Kauai Wailua Bay, HI, 3-5920 Kuhio Highway  Kapaa, HI  96746  808-823-6000
2330 Kuhio Owner LP, Waikiki Beach, Honolulu, HI, US, 2330 Kuhio Avenue  Honolulu, HI  96815  808-892-1820

IDAHO
Pioneer Crossing Hotel Partners, LLC, Boise Downtown, ID, 348 S. 13th. Street  Boise, ID  83702  208-342-7000
Hotel Management Services, LLC, Boise Spectrum, ID, 7699 West Spectrum Street  Boise, ID  83709  208-376-1000
Eagle River Hotel, LLC, Boise/Eagle, ID, 145 E. Riverside Drive  Eagle, ID  83616  208-938-9600
B&T Hotels II, LLC, Idaho Falls, ID, 700 Lindsay Blvd  Idaho Falls, ID  83402  208-522-9500
Twin Falls ATH2017, LLC, Twin Falls, ID, 1741 Harrison Street North  Twin Falls, ID  83301  208-733-8500

ILLINOIS
Addison Hotels L.L.C., Addison, IL, 551 North Swift Road  Addison, IL  60101  630-691-0500
V & S Property Management LLC, Bolingbrook, IL, 135 Remington Blvd.  Bolingbrook, IL  60440  630-771-1500
MCR Champaign 1 Tenant LLC, Champaign/Urbana, IL, 1501 S. Neil Street  Champaign, IL  61820  217-352-9970
AFP 110 Corp., Chicago Downtown Riverwalk, IL, 66 East Wacker Place  Chicago, IL  60601  312-920-6666
1101 Wabash Development LLC, Chicago Downtown South Loop, IL, 55 E 11th Street  Chicago, IL  60605  312-753-5100
Sunstone East Grand Lessee, Inc., Chicago Downtown/Magnificent Mile, IL, 10 E. Grand Avenue  Chicago, IL  60611  312-595-0000
Michigan Cermak Indiana LLC, Chicago McCormick Place, IL, 123 East Cermak, Suite 300  Chicago, IL  60616  312-791-1121
MHF Evanston Operating V LLC, Chicago North Shore/Evanston, IL, 1818 Maple Avenue  Evanston, IL  60201  847-475-6400
Apple Ten Services OHare, Inc., Chicago O'Hare Airport, IL, 2930 South River Road  Des Plaines, IL  60018  847-296-8900
RLJ II-HG Midway Lessee, LLC, Chicago/Midway Airport, IL, 6530 S. Cicero Avenue  Bedford Park, IL  60638  708-496-2700
Oakbrook Hilton Suites And Garden Inn, LLC, Chicago/Oakbrook Terrace, IL, 1000 Drury Lane  Oakbrook Terrace, IL  60181  630-941-1177
LOF2 Tinley TRS, LLC, Chicago/Tinley Park, IL, 18335 LaGrange Rd  Tinley Park, IL  60487  708-429-2266
Apple Ten Hospitality Management, Inc., Hoffman Estates, IL, 2425 Barrington Road  Hoffman Estates, IL  60195  847-277-7889
Kankakee Hospitality, L.L.C., Kankakee, IL, 455 Riverstone Parkway  Kankakee, IL  60901  815-932-4444
Apple Nine Hospitality Management, Inc., Lake Forest/Mettawa, IL, 26225 North Riverwoods Boulevard  Lake Forest, IL  60045  847-735-8374
Apple Nine Hospitality Management, Inc., Naperville/Warrenville, IL, 28351 Dodge Drive  Warrenville, IL  60555  630-393-3223
Rockford Lodging Investors II, LLC, Rockford, IL, 7675 Walton Street  Rockford, IL  61108  815-229-3322
Apple Nine Hospitality Management, Inc., Schaumburg, IL, 1191 Woodfield Road  Schaumburg, IL  60173  847-524-0455
Tres Amigos Properties, LLC, Springfield, IL, 3100 S. Dirksen Parkway  Springfield, IL  62703  217-529-7171
St Charles Hotel Partners, LLC, St. Charles, IL, 4070 East Main Street  Saint Charles, IL  60174  630-584-0700
EXHIBIT A

Excel Holdings 3 LLC, St. Louis Shiloh/O'Fallon, IL, 360 Regency Park Drive   O'Fallon, IL  62269  618-624-4499

INDIANA
BCORE Select Raven Bloomington TRS LLC, Bloomington, IN, 245 North College Avenue   Bloomington, IN  47403  812-331-1335
Weglarz Hotel Chesterton LLC, Chesterton, IN, 501 Gateway Boulevard   Chesterton, IN  46304  219-983-9500
J Enterprises Inn of Edinburgh, LLC, Columbus/Edinburgh, IN, 12210 N Executive Dr   Edinburgh, IN  46124  812-526-8600
Jai Shree Krishna, LLC, Elkhart, IN, 3401 Plaza Court   Elkhart, IN  46514  574-970-4444
HH HG1 Evansville , LLC, Evansville, IN, 220 Eagle Crest Drive   Evansville, IN  47715  812-476-4000
APIP-C Ft. Wayne Suites Master Tenant, LLC, Fort Wayne, IN, 8615 US 24 West   Fort Wayne, IN  46804  260-435-1777
Reagan Express Hotel Partners, LLC, Indianapolis Airport, IN, 8910 Hatfield Dr.   Indianapolis, IN  46241  317-856-9100
First IND, LLC, Indianapolis Downtown, IN, 10 East Market Street   Indianapolis, IN  46204  317-955-9700
Hamilton Hotel Partners, LLC, Indianapolis Northeast/Fishers, IN, 9785 North by Northeast Blvd   Fishers, IN  46037  317-577-5900
Choice Inn of Claybrooke Commons, LLC, Indianapolis South/Greenwood, IN, 5255 Noggle Way   Indianapolis, IN  46237  317-888-4814
Meridian Hotel Partners, LLC, Indianapolis/Carmel, IN, 13090 Pennsylania Street   Carmel, IN  46032  317-581-9400
Hotel Indianapolis NW Opco, L.L.C., Indianapolis/Northwest, IN, 6930 Intech Blvd   Indianapolis, IN  46278  317-288-6060
Apple Ten Hospitality Management, Inc., Merrillville, IN, 7775 Mississippi St   Merrillville, IN  46410  219-769-7100
The Inn at Saint Mary's Partners, LP, South Bend, IN, 53995 Indiana State Route 933   South Bend, IN  46637  574-232-7700
Terre Haute Hotel Partners, LLC, Terre Haute, IN, 750 Wabash Avenue   Terre Haute, IN  47807  812-234-8900
Wabash Landing Hotel Associates, LLC, West Lafayette Wabash Landing, IN, 356 East State Street   West Lafayette, IN  47906  765-743-2100

IOWA
Cyclone Hospitality, LLC, Ames, IA, 1325 Dickinson Ave   Ames, IA  50014  515-233-8000
Middle Road Hotel Associates, LLC, Bettendorf/Quad Cities, IA, 959 Middle Road   Bettendorf, IA  52722  563-2652121
Chrisbro III, Inc., Cedar Falls, IA, 7213 Nordic Drive   Cedar Falls, IA  50613  319-266-6611
Orchestrate Management Associates II, L.L.C., Des Moines/Urbandale, IA, 8600 Northpark Drive   Johnston, IA  50131  515-270-8890
Dubuque Racing Association, LTD., Dubuque Downtown, IA, 1801 Greyhound Park Drive   Dubuque, IA  52001  563-585-5200
Iowa City Hotel Associates, LLC, Iowa City Downtown University, IA, 328 S. Clinton St   Iowa City, IA  52240  319-248-6100
HBR Realty Company LLC, Omaha East/Council Bluffs, IA, 2702 Mid America Drive   Council Bluffs, IA  51501  712-309-9000
River City Hospitality, LLC, Sioux City Riverfront, IA, 1132 Larsen Park Road   Sioux City, IA  51103  712-255-4200
Great Plains Lodging VI, LLC, West Des Moines, IA, 205 South 64th Street   West Des Moines, IA  50266  515-223-0571
KANSAS
PHVIF Kansas City, LLC, Kansas City/Kansas, KS, 520 Minnesota Avenue  Kansas City, KS  66101  913-342-7900
HCW-Manhattan, LLC, Manhattan, KS, 410 South 3rd Street  Manhattan, KS  66502  785-532-9116
HOA Hotels Kansas LLC, Olathe, KS, 12080 South Strang Line Road  Olathe, KS  66062  913-815-2345
Napean Overland Park LLC, Overland Park, KS, 5800 College Boulevard  Overland Park, KS  66211  913-345-2661
Uttam Topeka Hotel, LLC, Topeka, KS, 1351 SW Arvonia Pl  Topeka, KS  66615  785-350-2069
Wichita Downtown Hotel LLC, Wichita Downtown, KS, 401 E Douglas Ave  Wichita, KS  67202  316-669-6175
Hotel Wichita Bradley Fair Opco, L.L.C., Wichita, KS, 2041 North Bradley Fair Parkway  Wichita, KS  67206  316-219-4444

KENTUCKY
BG Lodging, LLC, Bowling Green, KY, 1020 Wilkinson Trace  Bowling Green, KY  42103  270-781-6778
HBS Investment Group Inc., Elizabethtown, KY, 203 Commerce Dr  Elizabethtown, KY  42701  270-900-4899
Lexington Hotel, LLC, Lexington, KY, 197 Plaudit Place  Lexington, KY  40509  859-543-8300
Gleneagles Hotel Company, LLC, Lexington/Georgetown, KY, 110 Grandstand Drive  Georgetown, KY  40324  502-863-0099
Central Avenue Hotel Associates, LLC, Louisville Airport, KY, 2735 Crittenden Drive  Louisville, KY  40209  502-637-2424
Clay Commons, LLC, Louisville Downtown, KY, 350 West Chestnut Street  Louisville, KY  40202  502-584-5175
St. Matthews Hotel Partners, LLC, Louisville Mall of St. Matthews, KY, 400 Sherburn Lane  Louisville, KY  40207  502-690-3325
Fenley HG, LLC, Louisville/Northeast, KY, 9850 Park Plaza Avenue  Louisville, KY  40241  502-423-0018
HIT Portfolio II TRS, LLC, Louisville-East, KY, 1530 Alliant Avenue  Louisville, KY  40299  502-297-8066

LOUISIANA
Red Stick Lodging LLC, Baton Rouge Airport, LA, 3330 Harding Boulevard  Baton Rouge, LA  70807  225-357-6177
Advance Hotel Investments, L.L.C., Covington/Mandeville, LA, 350 Holiday Square Boulevard  Covington, LA  70433  985-327-7118
RLJ III - HG New Orleans Convention Center Lessee, LLC, New Orleans Convention Center, LA, 1001 S. Peters Street  New Orleans, LA  70130  504-525-0044
MHF NOLA Operating VI LLC, New Orleans French Qtr/Ctl Bus Dist, LA, 821 Gravier Street  New Orleans, LA  70112  504-324-6000
Kenner Gardens Hospitality, LLC, New Orleans-Airport, LA, 4535 Williams Boulevard  Kenner, LA  70065  504-712-0504
RT Bossier Hotel Partners LLC, Shreveport / Bossier City, LA, 2015 Old Minden Road  Bossier City, LA  71111  318-759-1950
Prince Preferred Hotels Shreveport LLC, Shreveport, LA, 5971 Financial Plaza  Shreveport, LA  71129  318-686-0148
EXHIBIT A

MCRT3 West Monroe Tenant LLC, West Monroe, LA, 400 Mane Street  West Monroe, LA  71291  318-398-0653

MAINE
RiverWatch, LLC, Auburn Riverwatch, ME, 14 Great Falls Plaza  Auburn, ME  04210  207-784-4433
Dublin 5, LLC, Bangor, ME, 250 Haskell Road  Bangor, ME  04401  207-262-0099
AAM Freeport Hotel LLC, Freeport Downtown, ME, 5 Park Street  Freeport, ME  04032  207-865-1433
Olympia Equity Investors V, LLC, Portland Downtown Waterfront, ME, 65 commercial Street  Portland, ME  04101  207-780-0780

MARYLAND
ASHA Hospitality, Inc., Aberdeen, MD, 1050 Beards Hill Road  Aberdeen, MD  21001  410-272-1777
Palmetto Hospitality of Annapolis, LLC, Annapolis Downtown, MD, 174 West Street  Annapolis, MD  21401  410-990-1100
Apple Eight Hospitality Management, Inc., Annapolis, MD, 305 Harry S. Truman Parkway  Annapolis, MD  21401  410-266-9006
Harbor East Parcel B-Hotel, LLC, Baltimore Inner Harbor, MD, 625 S. President Street  Baltimore, MD  21202  410-234-0065
HHC TRS Baltimore LLC, Baltimore Washington Airport, MD, 1516 Aero Dr  Linthicum, MD  21090  410-691-0500
Red Run Lodging Limited Partnership, Baltimore/Owings Mills, MD, 4770 Owings Mills Blvd  Owings Mills, MD  21117  410-654-0030
AHIP MD Baltimore 5015 Enterprises LLC, Baltimore/White Marsh, MD, 5015 Campbell Boulevard  Baltimore, MD  21236  410-427-0600
Columbia Investors Group, LLC, Columbia, MD, 8241 Snowden River Parkway  Columbia, MD  21045  410-750-3700
Pios Grande Frederick Hospitality, LLC, Frederick, MD, 7226 Corporate Court  Frederick, MD  21703  240-566-1500
Kent Narrows Properties, LLC, Kent Island, MD, 3206 Main Street  Grasonville, MD  21638  410-827-3877
Fallsgrove Hotel Associates, LLC, Rockville-Gaithersburg, MD, 14975 Shady Grove Road  Rockville, MD  20850  240-507-1800
Apple Nine Hospitality Management, Inc., Silver Spring North, MD, 2200 Broadbirch Drive  Silver Spring, MD  20904  301-622-3333
SPPR-Dowell TRS Subsidiary, LLC, Solomons, MD, 13100 Dowell Road P.O. Box 160  Dowell, MD  20629  410-326-0303
St. Charles Hospitality, LLC, Waldorf, MD, 10385 O'Donnell Place  Waldorf, MD  20603  240-222-0000
MD Shamin Hospitality, LLC, Washington DC/Greenbelt, MD, 7810 Walker Drive  Greenbelt, MD  20770  301-474-7400
Bethesda Hotel Associates, LLC, Washington, DC/Bethesda, MD, 7301 Waverly Street  Bethesda, MD  20814  301-654-8111

MASSACHUSETTS
MC-EB Realty LLC, Boston Logan Airport, MA, 100 Boardman Street  Boston, MA  02128  617-567-6789
CSM Marlborough Hotel, L.L.C., Boston/Marlborough, MA, 170 Forest Street  Marlborough, MA  01752  508-251-6706
Summit Hotel TRS 143, LLC, Boston/Waltham, MA, 450 Totten Pond Road  Waltham, MA  02451  781-890-0100
Chatham Burlington HG Leaseco LLC, Boston-Burlington, MA, 5 Wheeler Road  Burlington, MA  01803  781-272-8800

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Devens Inn LLC, Devens, MA, 59 Andrews Parkway  Devens, MA  01434  978-772-0600
Fox Inn LLC, Foxborough Patriot Place, MA, 27 Patriot Place  Foxborough, MA  02035  508-543-2040
Pittsfield Hospitality LLC, Lenox Pittsfield, MA, 1032 South Street  Pittsfield, MA  01201  413-448-2222
JHM Depot Drive LLC, Plymouth, MA, Four Home Depot Drive  Plymouth, MA  02360  508-830-0200
Paul C. and Peter Picknelly (to form LLC), Springfield, MA, 800 Hall of Fame Avenue  Springfield, MA  01105  413-886-8000
Fargo Management, LLC, Worcester, MA, 35 Major Taylor Boulevard  Worcester, MA  01608  508-753-5700

MICHIGAN
Ann Arbor Lodging LS, LLC, Ann Arbor, MI, 1401 Briarwood Circle  Ann Arbor, MI  48108  734-327-6400
HG Troy, Inc., Detroit Troy, MI, 200 Wilshire Drive  Troy, MI  48084  248-247-7280
Detroit Hospitality LeaseCo, L.L.C., Detroit/Downtown, MI, 351 Gratiot Avenue  Detroit, MI  48226  313-967-0900
Apple Nine Hospitality Management, Inc., Detroit/Novi, MI, 27355 Cabaret Drive  Novi, MI  48377  248-348-3840
Detroit Airport Hotel Limited Partnership, Detroit-Metro Airport, MI, 31800 Smith Road  Romulus, MI  48174  734-727-6000
Southfield Grand Hospitality, Inc., Detroit-Southfield, MI, 26000 American Drive  Southfield, MI  48034  248-357-1100
HIH, Inc., Grand Rapids East, MI, 2321 East Beltline Ave SE  Grand Rapids, MI  49546  616-608-8800
Saginaw Road Investment, LLC, Lansing/West, MI, 633 N. Canal Rd.  Lansing, MI  48917  517-999-9930
Spartans Rock, LLC, Plymouth, MI, 14600 N. Sheldon Road  Plymouth, MI  48170  734-354-0001

MINNESOTA
F&P Hotel Group, LLC, Mankato Downtown, MN, 20 Civic Center Plaza  Mankato, MN  56001  507-344-1111
First FSN, LLC, Minneapolis Airport Mall of America, MN, 1601 East American Blvd  Bloomington, MN  55425  952-854-1687
First Global, LLC, Minneapolis Downtown, MN, 1101 4th Avenue South  Minneapolis, MN  55404  612-339-6633
HGIE, LLC, Minneapolis Eagan, MN, 1975 Rahncliff Court  Eagan, MN  55122  651-686-4605
Forstrom and Torgerson HS, LLC, Minneapolis St. Paul-Shoreview, MN, 1050 Gramsie Road  Shoreview, MN  55126  651-415-1956
HGIB, LLC, Minneapolis/Bloomington, MN, 5140 American Blvd West  Bloomington, MN  55437  952-831-1012
Summit Hotel TRS 062, LLC, Minneapolis/Eden Prairie, MN, 6330 Point Chase  Eden Prairie, MN  55344  952-995-9000
Apple Ten Hospitality Management, Inc., Minneapolis/Maple Grove, MN, 6350 Vinewood Lane  Maple Grove, MN  55311  763-509-9500
GAC Development LLC, Rochester Downtown, MN, 225 South Broadway  Rochester, MN  55904  507-285-1234
Silver Leaf Lodging Group, LLC, St. Cloud, MN, 550 Division Street  Waite Park, MN  56387  320-640-7990
FH-Hotel Oakdale Opco, L.L.C., St. Paul/Oakdale, MN, 420 Inwood Avenue North  Oakdale, MN  55128  651-735-4100

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MISSISSIPPI
Shivam of America, LLC, Biloxi, MS, 648 Beach Boulevard  Biloxi, MS  39530  228-325-2900
CPX Gulfport OPAG, LLC, Gulfport, MS, 14108 Airport Rd  Gulfport, MS  39503  228-863-4996
Ramkrupa of America, Inc., Hattiesburg, MS, 133 Plaza Dr  Hattiesburg, MS  39402  601-261-3770
New Vision Neelam Clinton Hotel, LLC, Jackson/Clinton, MS, 5007 Hampstead Boulevard  Clinton, MS  39056  601-460-6116
King Edward Tenant LLC, Jackson/Downtown, MS, 235 West Capitol Street  Jackson, MS  39201  601-353-5464
David H. Culpepper, Jackson/Flowood, MS, 118 Laurel Park Cove  Flowood, MS  39232  601-487-0800
Mississippi Management, Inc., Jackson/Madison, MS, 320 New Mannsdale Road  Madison, MS  39110  601-420-0442
Encore/Neelam Hotel Interests, LLC, Jackson/Pearl, MS, 438 Riverwind Drive  Pearl, MS  39208  601-933-1174
MA, Inc., Memphis/Southaven, MS, 6671 Towne Center Loop  Southaven, MS  38671  662-349-0277
Queen City Properties, Inc, Meridian, MS, 109 US Highway 11 and 80  Meridian, MS  39301  601-485-3506
NMS Hotels, LLC, Olive Branch, MS, 7890 Craft-Goodman Frontage Rd.  Olive Branch, MS  38654  662-932-7100
LaFont Inn, LLC, Pascagoula, MS, 2703 Denny Avenue  Pascagoula, MS  39567  228-762-7182
Lodging America at Starkville, LLC, Starkville, MS, 975 HWY 12 East  Starkville, MS  39759  662-615-9664
PHG Tupelo, LLC, Tupelo, MS, 363 East Main Street  Tupelo, MS  38804  662-718-5500

MISSOURI
KCP Hospitality Inc., Columbia, MO, 3300 Vandiver Drive  Columbia, MO  65202  573-814-5464
SC Joplin 32, LLC, Joplin, MO, 2644 East 32nd Street  Joplin, MO  64804  417-206-6700
KCI Hospitality, LLC, Kansas City Airport, MO, 10920 N Ambassador Dr  Kansas City, MO  64153  816-321-1900
O'Reilly Hospitality II, LLC, Springfield, MO, 4155 South Nature Center Way  Springfield, MO  65804  417-875-8800
NorthG, LLC, St. Louis Airport, MO, 4450 Evans Place  Saint Louis, MO  63134  314-521-6444
Chesterfield Grove Hotel Partnership, LLC, St. Louis/Chesterfield, MO, 16631 Chesterfield Grove Rd  Chesterfield, MO  63005  636-532-9400
WingG, LLC, St. Louis/O'Fallon, MO, 2310 Technology Dr.  O'Fallon, MO  63368  636-625-2700

MONTANA
JWT Hospitality Group Billings, LLC, Billings, MT, 2465 Grant Road  Billings, MT  59102  406-655-8800
Bozeman Lodging Investors LLC, Bozeman, MT, 2023 Commerce Way  Bozeman, MT  59715  406-582-9900
Russell Country Investors, LLC, Great Falls, MT, 2520 14th Street SW  Great Falls, MT  59404  406-452-1000
Kalispell Hotel LLC, Kalispell, MT, 1840 Highway 93 South  Kalispell, MT  59901  406-756-4500
Western Hospitality Group, L.P., Missoula, MT, 3720 North Reserve Street  Missoula, MT  59808  406-532-5300

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EXHIBIT A

NEBRASKA
Big Red Hotel II, LLC, Lincoln Downtown/Haymarket, NE, 801 R Street  Lincoln, NE  68508  402-4759000
Aksarben Lodging, LLC, Omaha Aksarben Village, NE, 6737 Frances St.  Omaha, NE  68106  402-334-4441
West Omaha Hotel Associates, LLC, Omaha West, NE, 17879 Chicago Street  Omaha, NE  68118  402-289-9696
Apple Ten Hospitality Management, Inc., Omaha-Downtown/Old Market Area, NE, 1005 Dodge Street  Omaha, NE  68102  402-341-4400

NEVADA
Foothill Development Company, LLC, Elko, NV, 3650 East Idaho Street  Elko, NV  89801  775-777-1200
Heritage Inn of Las Vegas, LLC, Las Vegas City Center, NV, 4655 Dean Martin Dr.  Las Vegas, NV  89103  702-262-1031
Sunway Nevada, LLC, Las Vegas Strip South, NV, 7830 South Las Vegas Boulevard  Las Vegas, NV  89123  702-453-7830
MCR Henderson Tenant LLC, Las Vegas/Henderson, NV, 1340 West Warm Springs Road  Henderson, NV  89014  702-322-9000
BREIT Rex TRS LLC, Reno, NV, 9920 Double R Boulevard  Reno, NV  89521  775-850-9700

NEW HAMPSHIRE
Route 120 Hotel LLC, Hanover/Lebanon, NH, 35 Labombard Road  Lebanon, NH  03766  603-448-3300
Roedel Partners of Manchester, LLC, Manchester Downtown, NH, 101 South Commercial Street  Manchester, NH  03101  603-669-2222
Chatham Portsmouth Leaseco LLC, Portsmouth-Downtown, NH, 100 High Street  Portsmouth, NH  03801  603-431-1499

NEW JERSEY
Bridgewater Hotel, LLC, Bridgewater, NJ, 500 Promenade Boulevard  Bridgewater, NJ  08807  732-271-9030
VII-HII-Raritan Center Pkwy Opco, L.L.C., Edison/Raritan Center, NJ, 50 Raritan Center Parkway  Edison, NJ  08837  732-225-0900
Parkway Lodging Realty, L.L.C., Lakewood, NJ, 1885 Highway 70 West  Lakewood, NJ  08701  732-262-5232
Edgewood Management, LLC, Mount Holly/Westampton, NJ, 111 Hancock Lane  Westampton, NJ  08060  609-702-1600
Mt Laurel Lodging Associates, LLP, Mt. Laurel, NJ, 4000 Atrium Way  Mount Laurel, NJ  08054-3916  856-234-4788
Briad Lodging Group Lawrenceville, LLC, Princeton Lawrenceville, NJ, 1300 Lenox Drive  Lawrenceville, NJ  08648  609-895-9200
Ridgefield Park Lodging Associates, LLP, Ridgefield Park, NJ, 70 Challenger Road  Ridgefield Park, NJ  07660  201-641-2024
NJ Rockaway, LLC, Rockaway, NJ, 375 Mount Hope Avenue  Rockaway, NJ  07866  973-328-0600
Townley Place Secaucus LLC, Secaucus/Meadowlands, NJ, 875 Route 3 East Service Road  Secaucus, NJ  07094  201-864-1400
Springfield Holdings 2013 LLC, Springfield, NJ, 304 Route 22 West  Springfield, NJ  07081  973-232-5300
Wayne Lodging, LLC, Wayne, NJ, 15 Nevins Road  Wayne, NJ  07470  973-878-1007
NEW MEXICO
New Omni Hospitality, LLC, Albuquerque Uptown, NM, 6510 Americas Parkway NE  Albuquerque, NM  87110  505-944-0300
NEW ABQ, LLC, Albuquerque/Journal Center, NM, 5320 San Antonio Drive NE  Albuquerque, NM  87109  505-314-0800
Waranaug Albuquerque G LLC, Albuquerque-Airport, NM, 2601 Yale Boulevard SE  Albuquerque, NM  87106  505-765-1000
HIT Portfolio II TRS, LLC, Albuquerque-North/Rio Rancho, NM, 1771 Rio Rancho Blvd.  Rio Rancho, NM  87124  505-896-1111
TMS Gallup I, LLC, Gallup, NM, 1530 West Maloney Avenue  Gallup, NM  87301  505-722-9600
HDF Hobbs, LLC, Hobbs, NM, 4620 Lovington Highway  Hobbs, NM  88240  575-393-5645
Las Cruces Hotel Limited Partnership, Las Cruces, NM, 2550 Don Roser Drive  Las Cruces, NM  88011  575-522-0900

NEW YORK
Albany Mid-Town Hotel, LLC, Albany Medical Center, NY, 62 New Scotland Avenue  Albany, NY  12208  518-396-3500
Auburn Community Hotel, L.P., Auburn, NY, 74 State Street  Auburn, NY  13021  315-252-5511
Genesee Lodging Associates, LLC, Buffalo Airport, NY, 4201 Genesee Street  Cheektowaga, NY  14225  716-565-0040
Hamister Hospitality North Carolina, LLC, Buffalo-Downtown, NY, 10 Lafayette Square  Buffalo, NY  14203  716-848-1000
CP Hotel, LLC, Clifton Park, NY, 30 Clifton Country Road  Clifton Park, NY  12065  518-371-7777
Fitzpatrick Holdings, Inc., Corning Downtown, NY, 23 Riverside Drive  Corning, NY  14830  607-4381400
BFH, LLC, Elmira/Corning, NY, 35 Arnot Road  Horseheads, NY  14845  607-795-1111
Apple Seven Hospitality Management, Inc., Islip/Macarthur Airport, NY, 3485 Veterans Memorial Highway  Ronkonkoma, NY  11779  631-738-7800
Hotel Syracuse LLC, Ithaca, NY, 130 E. Seneca Street  Ithaca, NY  14850  607-277-8900
LVP LIC Hotel Holding Corp., Long Island City New York, NY, 29-21  41st Avenue  Long Island City, NY  11101  718-786-6001
Melville Equity Partners, LLC, Melville, NY, 1575 Round Swamp Road  Plainview, NY  11803  516-755-5552
LIXI Nanuet, Inc., Nanuet, NY, 270 West Route 59  Nanuet, NY  10954  845-623-0600
York Street Lessee DE, LLC, New York City/Tribeca, NY, 39 Avenue of the Americas  New York, NY  10013  212-966-4091
237 West 54 Owner, LLC, New York/Central Park South-Midtown West, 237 West 54th Street  New York, NY  10019  212-253-6000
Han’s 28 Hospitality LLC, New York/Manhattan-Chelsea, NY, 121 West 28th Street  New York, NY  10001-6102  212-564-2181
HHL P 52nd LESSEE, LLC, New York/Manhattan-Midtown East, NY, 206 East 52nd Street  New York, NY  10022  212-794-6000
NYC Hotel 33, LLC, New York/Midtown Park Ave, NY, 45 East 33rd Street  New York, NY  10016  212-755-1108
Nicotra Hotel I Holdings, LLC, New York/Staten Island, NY, 1100 South Avenue  Staten Island, NY  10314  718-477-2400
DiamondRock Times Square Tenant, LLC, New York/Times Square Central, NY, 136 West 42nd Street  New York, NY  10036  212-840-9600
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<td>Poughkeepsie/Fishkill, NY, 25 Westage Drive Fishkill, NY 12524 845-896-7100</td>
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<td>44 Metro, LLC</td>
<td>Queens/JFK Airport, NY, 148-18 134th Street Jamaica, NY 11430 718-322-4448</td>
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<td>Browning Realty Management, LLC</td>
<td>Riverhead, NY, 2038 Old Country Rd Riverhead, NY 11901 631-727-2733</td>
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<td>800 Pittsford-Victor Road Company, LLC</td>
<td>Rochester/Pittsford, NY, 800 Pittsford-Victor Road Pittsford, NY 14534 585-248-9000</td>
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<td>CT Hotel LLC, Rochester/University and Medical Center, 30 Celebration Drive Rochester, NY 14620 585-424-4404</td>
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<td>Host Resident Partners, LLC, Rochester-Downtown, NY 155 East Main Street Rochester, NY 14604 585-232-5000</td>
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<td>Roslyn O-S Hotel Partners LLC, Roslyn, NY, 3 Harbor Park Drive Port Washington, NY 11050 516-626-3600</td>
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<td>BRE Select Hotels Operating LLC, Saratoga Springs, NY, 125 South Broadway Saratoga Springs, NY 12866 518-587-1500</td>
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<td>6004 Fair Lakes Hotel, LLC, Syracuse, NY, 6004 Fair Lakes Road East Syracuse, NY 13057 315-431-4800</td>
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<td>RPH Hotels 48th Street Owner, LLC, Times Square, NY, 790 Eighth Avenue New York, NY 10019 212-581-7000</td>
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<td>Hoosick Hotel Development Group, LLC, Troy, NY, 235 Hoosick Street Troy, NY 12180 518-272-1700</td>
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<td>Millennium Development, LLC, Watertown, NY, 1290 Arsenal Street Watertown, NY 13601 315-788-1234</td>
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<td>White Marsh Holdings, LLC, Westchester/Dobbs Ferry, NY, 201 Ogden Avenue Dobbs Ferry, NY 10522 914-591-4300</td>
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<td><strong>NORTH CAROLINA</strong></td>
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<td>Quality Oil Company, LLC</td>
<td>Asheville Downtown, NC, 309 College Street Asheville, NC 28801 828-255-0001</td>
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<td>Naman Lakepointe, LLC, Charlotte Airport, NC, 2400 Cascade Pointe Boulevard Charlotte, NC 28208 704-790-7000</td>
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<td>Ayrspire Hotel Associates, LLC, Charlotte/Ayrspire, NC, 1920 Ayrspire Town Blvd Charlotte, NC 28273 704-970-5000</td>
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<td>Griffin Stafford Lodging One, LLC, Charlotte/Concord, NC, 7831 Gateway Lane Concord, NC 28027 704-979-2900</td>
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<td>Mooresville Hotel Partners, LLC, Charlotte/Mooresville, NC, 159 Gateway Boulevard Mooresville, NC 28117 704-663-6468</td>
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<td>Smith/Curry Hotel Group HH-Harris, LLC, Charlotte-North, NC, 9315 Statesville Road Charlotte, NC 28269 704-597-7655</td>
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<td>Smith/Curry Hotel Group Pineville II, LLC, Charlotte-Pineville, NC, 425 Towne Centre Boulevard Pineville, NC 28134 704-889-3279</td>
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<td>Smith/Curry Hotel Group Uptown, LLC, Charlotte-Uptown, NC, 508 E Martin Luther King Jr. Blvd Charlotte, NC 28202-2830 704-347-5972</td>
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<td>S. Point Hotel Group, LLC, Durham Southpoint, NC, 7007 Fayetteville Road Durham, NC 27713 919-544-6000</td>
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<td>Olympia/Smart Hotels Durham, LLC, Durham/University Medical Center, NC, 2102 West Main Street Durham, NC 27705 919-286-0774</td>
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EXHIBIT A

4MB, Inc, Fayetteville/Fort Bragg, NC, 4025 Sycamore Dairy Road  Fayetteville, NC  28303  910-860-3600
Gaston Hotel, LLC, Gastonia, NC, 444 Cox Road  Gastonia, NC  28054  704-810-1111
GSO Airport Property, Inc., Greensboro Airport, NC, 238 NC Highway 68 South Airport at PAI Park  Greensboro, NC  27409  336-881-1111
Wendover Hotel, Inc., Greensboro, NC, 4307 Big Tree Way  Greensboro, NC  27409  336-852-1491
PCA Hotel, LLC, Hickory, NC, 1320 17th Street Drive Southeast  Hickory, NC  28602  828-327-1000
Jacksonville Lodging, LLC, Jacksonville, NC, 1016 Jacksonville Parkway  Jacksonville, NC  28546  910-346-2400
OBX Resort, LLC, Outer Banks/Kitty Hawk, NC, 5353 N. Virginia DareTrail  Kitty Hawk, NC  27949  252-261-1290
Innkeeper Properties, Inc., Raleigh Triangle Town Center, NC, 6412 Capital Blvd  Raleigh, NC  27616  919-876-5650
RALGIC 2 LLC, Raleigh/Crabtree Valley, NC, 3912 Arrow Drive  Raleigh, NC  27612  919-703-2525
Parks Investment II, LLC, Raleigh-Cary, NC, 131 Columbus Avenue  Cary, NC  27518  919-377-0440
IHP I OPS, LLC, Raleigh-Durham Airport, NC, 1500 RDU Center Drive  Morrisville, NC  27560  919-840-8088
BCORE Select Raven 1 TRS LLC, Raleigh-Durham Research Triangle Park, N, 4620 South Miami Blvd.  Durham, NC  27703  919-941-6066
BRE Select Hotels Operating LLC, Roanoke Rapids, NC, 111 Carolina Crossroads Parkway  Roanoke Rapids, NC  27870  252-519-2333
Salisbury Systems, LLC, Statesville, NC, 1017 Gateway Crossing Drive  Statesville, NC  28677  704-380-3940
IHP I OPS, LLC, Wilmington Mayfaire Town Center, NC, 6745 Rock Spring Road  Wilmington, NC  28405  910-509-4046
Creekshire Hotel Corporation, Winston-Salem/Hanes Mall, NC, 1325 Creekshire Way  Winston-Salem, NC  27103  336-765-1298

NORTH DAKOTA
Fargo Lodging Associates, LLC, Fargo, ND, 4351 17th Ave S.  Fargo, ND  58103  701-499-6000
University Hotel Development, LLC, Grand Forks/UND, ND, 4301 James Ray Drive  Grand Forks, ND  58203  701-775-6000

OHIO
IRG RC Hotel I LLC, Akron, OH, 1307 E. Market Street  Akron, OH  44305  330-733-2900
Gateway Hotel Lessee, LLC, Akron-Canton Airport, OH, 5251 Landmark Boulevard  North Canton, OH  44720  330-966-4907
Blue-Kenwood, LLC, Cincinnati/Blue Ash, OH, 5300 Cornell Road  Blue Ash, OH  45242  513-469-6900
Apple Ten Hospitality Management, Inc., Cincinnati/Mason, OH, 5200 Natorp Blvd  Mason, OH  45040  513-204-6000
Keystone Hotel Partners LLC, Keystone Hotel Partners I LLC, Cincinnati/Midtown, OH, 2145 Dana Avenue  Cincinnati, OH  45207  513-361-9800
Om Hospitality, Inc., Cincinnati/Sharonville, OH, 11149 Dowlin Drive  Sharonville, OH  45241  513-772-2837
Sterling Hospitality, LLC, Cincinnati/West Chester, OH, 9306 Schulze Drive  West Chester, OH  45069  513-860-3170
MCR Loveland Tenant LLC, Cincinnati-Northeast, OH, 6288 Tri Ridge Blvd  Loveland, OH  45140  513-576-6999
Airport Gardens Hotel, LTD, Cleveland Airport, OH, 4900 Emerald Court S.W.  Cleveland, OH  44135  216-898-1898
MCR Cleveland Tenant LLC, Cleveland Downtown, OH, 1100 Carnegie Avenue  Cleveland, OH  44115  216-658-6400

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EXHIBIT A

Beta Drive Hotel Group, LLC, Cleveland East/Mayfield Village, OH, 700 Beta Drive  Cleveland, OH  44143  440-646-1777
Apple Nine Hospitality Management, Inc., Cleveland/Twinsburg, OH, 8971 Wilcox Dr  Twinsburg, OH  44087  330-405-4488
Indus Airport Hotels I, LLC, Columbus Airport, OH, 4265 Sawyer Road  Columbus, OH  43219  614-231-2869
MCRT2 Dublin Tenant LLC, Columbus/Dublin, OH, 500 Metro Place North  Dublin, OH  43017  614-766-9900
Aarti Hospitality, LLC, Columbus/Grove City, OH, 3928 Jackpot Rd  Grove City, OH  43123  614-539-8944
BEL HAR, LLC, Columbus/Polaris, OH, 8535 Lyra Drive  Columbus, OH  43240  614-846-8884
Indus Riverside Hotel, LLC, Columbus/University Area, OH, 3232 Olentangy River Road  Columbus, OH  43202  614-263-7200
Austin Landing Associates, Ltd., Dayton South / Austin Landing, OH, 12000 Innovation Drive  Miamisburg, OH  45342  937-247-5850
Beaver Creek Innkeepers, LLC, Dayton/Beavercreek, OH, 3520 Pentagon Park Blvd  Dayton, OH  45431  937-458-2650
George Whitson and Shirlee Whitson, Findlay, OH, 1050 Interstate Drive West  Findlay, OH  45840  567-250-2525
Levis Commons Hotel LLC, Toledo Perrysburg, OH, 6165 Levis Commons Blvd  Perrysburg, OH  43551  419-873-0700
Wayne County Associates LLC, Wooster, OH, 959 Dover Road  Wooster, OH  44691  330-202-7701

OKLAHOMA
Carter Hospitality, L.L.C., Ardmore, OK, 710 Premier Pkwy  Ardmore, OK  73401  580-226-2223
Bartlesville Hotel, LLC, Bartlesville, OK, 205 SW Frank Phillips Blvd  Bartlesville, OK  74003  918-336-0808
Crovell Partners in Development LLC, Edmond Oklahoma City North, OK, 2833 Conference Drive  Edmond, OK  73034-7197  405-2850900
Lawton Lodging, LLC, Lawton-Fort Sill, OK, 135 NW 2nd Street  Lawton, OK  73501  580-280-2100
Cleveland Hospitality, LLC, Norman, OK, 700 Copperfield Drive  Norman, OK  73072  405-579-0100
Apple Ten Oklahoma Services Inc., Oklahoma City Bricktown, OK, 328 East Sheridan Avenue  Oklahoma City, OK  73104  405-2700588
Suenos Oklahoma City II, LLC, Oklahoma City North/Quail Springs, OK, 3201 N. W. 137th Street  Oklahoma City, OK  73134  405-752-5200
New Century Investments V, L.L.C., Oklahoma City/Midtown, OK, 2809 Northwest Expressway  Oklahoma City, OK  73112  405-607-4000
H & C 801 Meridian, LLC, Oklahoma City-Airport, OK, 801 S. Meridian  Oklahoma City, OK  73108  405-942-1400
Sunny Investment Properties, LLC, Tulsa Midtown, OK, 4518 E Skelly Drive  Tulsa, OK  74135  918-878-7777
South Tulsa Hospitality, LLC, Tulsa South, OK, 8202 South 100th East Avenue  Tulsa, OK  74133  918-392-2000
BA Holdings LLC, Tulsa/Broken Arrow, OK, 420 West Albany Street  Broken Arrow, OK  74012  918-940-8444
Promise Investments, L.L.C., Tulsa-Airport, OK, 7728 E. Virgin Court  Tulsa, OK  74115  918-838-1444

OREGON
Hotel Management Services, LLC, Bend, OR, 425 SW Bluff Drive  Bend, OR  97702  541-617-6111
Corvallis Hospitality, LLC, Corvallis, OR, 2500 SW Western Boulevard  Corvallis, OR  97333  541-752-5000
Gateway Hospitality, LLC, Eugene/Springfield, OR, 3528 Gateway Street  Springfield, OR  97477  541-736-3000

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MHGI, LLC, Medford, OR, 1000 Welcome Way   Medford, OR  97504  541-200-6900
MHI-Beaverton HG OpCo, LLC, Portland/Beaverton, OR, 15520 NW Gateway Court   Beaverton, OR  97006  503-439-1717
Lake Oswego Hotel LLC, Portland/Lake Oswego, OR, 14850 Kruse Oaks Dr.   Lake Oswego, OR  97035  503-684-8900
Delta Inns, Inc, Portland-Airport, OR, 12048 Northeast Airport Way   Portland, OR  97220  503-255-8600

PENNSYLVANIA
HJ & VJ, Inc., Allentown Bethlehem Airport, PA, 1787-B Airport Road   Allentown, PA  18109  610-443-1400
MCR Allentown Tenant LLC, Allentown West, PA, 230 Sycamore Road   Breinigsville, PA  18031  610-398-6686
Scott's Garden Hotel, Inc., Erie, PA, 2225 Downs Drive   Erie, PA  16509  814-866-1390
Eagleview Crossing Hotel, LP, Exton/West Chester, PA, 720 Eagleview Boulevard East   Exton, PA  19341  610-458-8822
Aria Partners, LP, Gettysburg, PA, 1061 York Road   Gettysburg, PA  17325  717-334-2040
WVA-FSH4, LP, Harrisburg East, PA, 3943 TecPort Drive   Harrisburg, PA  17111  717-635-7299
550 East Main LLC, Hershey, PA, 550 East Main Street   Hummelstown, PA  17036  717-566-9292
IUP Hotel Partners, L.P., Indiana at IUP, PA, 714 Pratt Drive   Indiana, PA  15705  724-349-2222
Longwood Land Development, LLC, Kennett Square/Longwood, PA, 815 East Baltimore Pike   Kennett Square, PA  19348  610-444-9100
Horst Hotels Co., Lancaster, PA, 101 Granite Run Drive   Lancaster, PA  17601-6803  717-560-0880
Ellis Hotel, L.P., Newtown Square Radnor, PA, 3743 West Chester Pike   Newtown Square, PA  19073  484-420-7500
Philadelphia HGI Associates, LP, Philadelphia-Center City, PA, 1100 Arch Street   Philadelphia, PA  19107  215-923-0100
300 Park Manor Drive, LLC, Pittsburgh Airport South-Robinson Mall,, 303 Park Manor Drive   Robinson, PA  15205  412-788-9500
Synergy Hospitality Moon, LLC, Pittsburgh Airport, PA, 9600 University Blvd.   Moon Township, PA  15108  412-205-5400
Beaver Valley Hospitality Associates II, L.P., Pittsburgh Area /Beaver Valley, PA, 2000 Wagner Rd Extension South   Monaca, PA  15061  724-728-2070
GMS Hotel, L.P., Pittsburgh Downtown, PA, 250 Forbes Avenue   Pittsburgh, PA  15222  412-281-5557
Cranberry Woods Hotel Associates, LP, Pittsburgh/Cranberry, PA, 2000 Garden View Lane   Cranberry Township, PA  16066  724-779-9999
Southpointe Hotel & Conference Center, LP, Pittsburgh-Southpointe, PA, 1000 Corporate Drive   Canonsburg, PA  15317  724-743-5000
RLJ III - HGN Pittsburgh Lessee, LP, Pittsburgh-University Place, PA, 3454 Forbes Avenue   Pittsburgh, PA  15213  412-683-2040
Green Hotel, Inc., State College, PA, 1221 East College Avenue   State College, PA  16801  814-272-1221
Synergy Hospitality Uniontown, LLC, Uniontown, PA, 555 Synergy Drive   Uniontown, PA  15401  724-434-7200
Oaks Hotel, LLC, Valley Forge/Oaks, PA, 500 Cresson Boulevard   Phoenixville, PA  19460  610-650-0880
High Hotels, Ltd., Wilkes-Barre/Scranton, PA, 242 Highland Park Boulevard   Wilkes-Barre, PA  18702  570-820-8595

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RHODE ISLAND
MCR Warwick Tenant LLC, Providence Airport/Warwick, RI, 1 Thurber Street  Warwick, RI  02886  401-734-9600
Gano Holdings, LLC, Providence, RI, 220 India Street  Providence, RI  02903  401-272-5577

SOUTH CAROLINA
Garden Hospitality - Aiken, LLC, Aiken, SC, 350 Eastgate Drive  Aiken, SC  29803  803-641-4220
Destination Hospitality, Anderson, SC, 115 Destination Boulevard  Anderson, SC  29621  864-964-0100
MCR Beaufort Tenant LLC, Beaufort, SC, 1500 Queen Street  Beaufort, SC  29902  843-379-9800
NF IV-I Mt. Pleasant Op Co LLC, Charleston / Mt. Pleasant, SC, 300 Wingo Way  Mount Pleasant, SC  29464  843-606-4600
Lowcountry Hotels, LLC, Charleston Airport, SC, 5265 International Boulevard  North Charleston, SC  29418  843-308-9330
BCH Lockwood, LLC, Charleston/Downtown Waterfront, SC, 45 Lockwood Drive  Charleston, SC  29401  843-637-4074
Gervais Street Hotel, LLC, Columbia Downtown, SC, 1200 Pickens Street  Columbia, SC  29201  803-227-3400
Apple Eight Services Columbia, Inc., Columbia/Harbison, SC, 434 Columbiana Drive  Columbia, SC  29212  803-407-6640
Columbia Developments, LLC, Columbia/Northeast, SC, 8910 Farrow Road  Columbia, SC  29203  803-807-9000
Raldex VI, Inc., Florence, SC, 2671 Hospitality Boulevard  Florence, SC  29501  843-432-3001
Summit Hotel TRS 105, LLC, Greenville, SC, 108 Carolina Point Parkway  Greenville, SC  29607  864-284-0111
Apple Eight Services Hilton Head, Inc., Hilton Head Island, SC, 1575 Fording Island Road  Hilton Head Island, SC  29926  843-837-8111
M.B. Airport Hotel Partners, LLC, Myrtle Beach/Coastal Grand Mall, SC, 2383 Coastal Grand Circle  Myrtle Beach, SC  29577  843-839-1200
Westgate Center LLC, Spartanburg, SC, 805 Spartan Boulevard  Spartanburg, SC  29301  864-913-1200

SOUTH DAKOTA
Rapid Hospitality, LLC, Rapid City, SD, 815 E. Mall Drive  Rapid City, SD  57701  605-791-9000
River Greenway Hospitality, LLC, Sioux Falls Downtown, SD, 201 E 8th Street  Sioux Falls, SD  57103  605-444-4700
Main and Main, L.L.C., Sioux Falls South, SD, 5300 South Grand Circle  Sioux Falls, SD  57108  605-444-4500

TENNESSEE
Vision Chattanooga Downtown, LLC, Chattanooga/Downtown, TN, 311 Chestnut Street  Chattanooga, TN  37402  423-308-9000
Vision Chattanooga Hamilton Place, LLC, Chattanooga/Hamilton Place, TN, 2343 Shallowford Village Drive  Chattanooga, TN  37421  423-308-4400
B&T Tennessee Hotels I, LLC, Clarksville, TN, 290 Alfred Thun Road  Clarksville, TN  37040  931-647-1096
Baker's Crossing, LLC, Gallatin, TN, 1460 Tulip Poplar Drive  Gallatin, TN  37066  615-265-0342

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EXHIBIT A

River Road Operations, LLC, Gatlinburg, TN, 635 River Road  Gatlinburg, TN  37738  865-436-0048
PHG Jackson, LLC, Jackson, TN, 1324 Vann Drive  Jackson, TN  38305  731-8683500
Sachchidanand G Papermill, LLC, Knoxville Papermill Drive, TN, 6200 Papermill Drive  Knoxville, TN  37919  865-351-6200
Knoxville Hotel Hospitality, LLC, Knoxville West/Cedar Bluff, TN, 216 Peregrine Way  Knoxville, TN  37922  865-690-6511
Vision Memphis, LLC, Memphis Downtown, TN, 201 Union Avenue  Memphis, TN  38103  901-528-1540
Murfreesboro Hotel Partnership, LLC, Murfreesboro, TN, 1335 Conference Center Boulevard  Murfreesboro, TN  37129  615-225-2345
AVR Nashville CC Hotel Tenant LLC, Nashville Downtown/Convention Center, TN, 305 Korean Veterans Boulevard  Nashville, TN  37201  615-251-3013
Synergy Hotel Partners, LLC, Nashville/Brentwood, TN, 217 Centerview Drive  Brentwood, TN  37027  615-370-5040
Vision Nashville Cool Springs, LLC, Nashville/Franklin Cool Springs, TN, 9150 Carothers Parkway  Franklin, TN  37067  615-656-2700
AHP Real 3 Platform III Nashville 2631 Tenant LLC, Nashville/Smyrna, TN, 2631 Highwood Boulevard  Smyrna, TN  37167  615-355-6262
Nashville Airport Platinum, LLC, Nashville-Airport, TN, 412 Royal Parkway  Nashville, TN  37214  615-884-0088
C. Michael Gibson, Pigeon Forge, TN, 2481 Teaster Lane  Pigeon Forge, TN  37863  865-366-5250

TEXAS

Abilene Hotel Partners, LLC, Abilene, TX, 4449 Ridgemont Drive  Abilene, TX  79606  325-690-6432
SOHRAB, LTD., Amarillo, TX, 9000 Interstate 40 West  Amarillo, TX  79124  806-355-4400
ABIA Hospitality, LLC, Austin Airport, TX, 7610 John Glenn Way  Austin, TX  78741  512-386-7474
HHC TRS Austin, LLC, Austin Downtown/Convention Center, TX, 500 N Interstate 35  Austin, TX  78701  512-480-8181
Apple Nine Hospitality Texas Services III, Inc., Austin North, TX, 12400 North IH-35 Building C  Austin, TX  78753  512-339-3626
Moody National Research-Austin MT, LLC, Austin NW/Arboretum, TX, 11617 Research Boulevard  Austin, TX  78759  512-241-1600
HIT Portfolio I NTC HIL TRS, LP, Austin/Round Rock, TX, 2310 North IH35  Round Rock, TX  78681  512-341-8200
Select Hospitality, LLC, Baytown, TX, 4910 E. Chase St.  Baytown, TX  77521  281-838-8208
Epic Hotel Group LLC, Beaumont, TX, 3755 IH-10 South  Beaumont, TX  77705  409-842-5646
Heritage Inn of Austin, LLC, Cedar Park Austin, TX, 13501 Lyndhurst St. Building 1  Austin, TX  78717  512-506-8880
Newcrest Management, LLC, College Station, TX, 3081 University Drive East  Bryan, TX  77802  979-703-7919
MCRT Corpus 1 Tenant LLC, Corpus Christi, TX, 6717 South Padre Island Drive  Corpus Christi, TX  78412  361-991-8200
CN Churchill IV, L.L.C., Dallas - At Hurst Conference Center, TX, 1615 Campus Drive  Hurst, TX  76054  817-281-5800
Apple Nine Hospitality Texas Services, Inc., Dallas Lewisville, TX, 785 State Highway 121  Lewisville, TX  75067  972-459-4600
Equinox Hotel Addison, LLC, Dallas/Addison, TX, 4090 Belt Line Rd.  Addison, TX  75001  972-233-8000

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EXHIBIT A

Apple Nine Services Allen, Inc., Dallas/Allen, TX, 705 Central Expressway South   Allen, TX  75013  214-547-1700
Lowen Arlington, LP, Dallas/Arlington South, TX, 521 East Interstate 20   Arlington, TX  76018  817-557-8233
Black Sapphire C Dallas 2014 Inc., Dallas/Arlington, TX, 2190 E. Lamar Boulevard   Arlington, TX  76006  817-274-6644
CFOC Duncanville TX LLC, Dallas/Duncanville, TX, 800 North Main Street   Duncanville, TX  75116  972-283-9777
Apple Nine Hospitality Texas Services II, Inc., Dallas/Frisco, TX, 7550 Gaylord Parkway   Frisco, TX  75034  469-362-8485
2325 Stemmons TRS, Inc., Dallas/Market Center, TX, 2325 North Stemmons Freeway   Dallas, TX  75207  214-634-8200
Tribute Hospitality, LLC, Dallas/Richardson, TX, 1001 W President George Bush Turnpike   Richardson, TX  75080  972-792-9393
Denson Walker Properties, LLC, Denison/Sherman/At Texoma Event Center, 5015 South US 75   Denison, TX  75020  903-463-3331
Brinker Lodging, LTD., Denton, TX, 3110 Colorado Blvd   Denton, TX  76210  940-891-4700
Panade II, Ltd, DFW Airport South, TX, 2001 Valley View Lane   Irving, TX  75061  972-313-2800
Apple Nine Hospitality Texas Services II, Inc., DFW North/Grapevine, TX, 205 W State Hwy 114   Grapevine, TX  76051  817-421-1172
1600 Pacific Landlord, LLC, Downtown Dallas, TX, 1600 Pacific Avenue   Dallas, TX  75201  214-299-8982
High Desert Investors, L.P., El Paso / University, TX, 111 West University Avenue   El Paso, TX  79902  915-351-2121
Apple Nine Hospitality Texas Services II, Inc., El Paso Airport, TX, 6650 Gateway Blvd East   El Paso, TX  79915  915-772-4722
JMR Alliance Group, L.P., Fort Worth Alliance Airport, TX, 2600 WestPort Parkway   Fort Worth, TX  76177  817-562-3047
Fossil Creek Joint Venture, LLC, Fort Worth/Fossil Creek, TX, 4400 North Freeway   Fort Worth, TX  76137  817-222-0222
Fort Worth Midtown Lodging Partners FOS, LLC, Fort Worth/Medical Center, TX, 912 Northton Street   Fort Worth, TX  76104  817-921-0788
Granbury Marina Hotel, LP, Granbury, TX, 635 East Pearl Street   Granbury, TX  76048  817-579-3800
KABAM Associates, L.L.C., Houston Cypress Station, TX, 160 Wagon Point   Houston, TX  77090  281-929-0111
Summit Hotel TRS 116, LLC, Houston Energy Corridor, TX, 12245 Katy Freeway   Houston, TX  77079  281-531-0220
Monroe Resorts & Hospitality LP, Houston Hobby Airport, TX, 8001 Monroe Boulevard   Houston, TX  77061  346-268-7603
BWY 8 Hotel Partnership Limited, Houston NW/America Plaza, TX, 14919 Northwest Freeway   Houston, TX  77040  713-896-6700
Hilcom Partners, Ltd, Houston NW/Willowbrook, TX, 7979 Willow Chase Boulevard   Houston, TX  77070  832-912-1000
Keivans Hospitality, Inc., Houston West/Katy, TX, 2409 Tawmati Drive   Katy, TX  77494  281-644-2400
Beltway Hotel, LP, Houston Westbelt, TX, 6855 West Sam Houston Parkway South   Houston, TX  77072  713-270-6100
Houston - Hotel Partners, LLC, Houston/Bush Intercontinental Airport, T, 15400 John F. Kennedy Boulevard   Houston, TX  77032  281-449-4148
Sonorous One, L.L.C., Houston/Clear Lake NASA, TX, 750 W. Texas Avenue   Webster, TX  77598  281-332-6284
Summit Hotel TRS 113, LLC, Houston/Galleria Area, TX, 3201 Sage Road   Houston, TX  77056  713-629-0101
Pearland Capital Group LP, Houston/Pearland, TX, 12101 Shadow Creek Pkwy   Pearland, TX  77584  713-340-0110
GPI Hospitality Sugarland, LLC, Houston/Sugar Land, TX, 722 Bonaventure Way   Sugar Land, TX  77479  281-491-7777
Horizon Hotels, LP, Houston/The Woodlands, TX, 9301 Six Pines Drive   The Woodlands, TX  77380  281-364-9300
The Le Family LLC, Killeen, TX, 2704 O.W. Curry Drive   Killeen, TX  76542  254-554-3900
AVR Las Colinas LC Boulevard Hotel LLC, Las Colinas, TX, 7516 Las Colinas Boulevard   Irving, TX  75063  972-444-8434
Supreme Bright Longview, LLC, Longview, TX, 905 East Hawkins Parkway   Longview, TX  75605  903-212-3000
AVR Lubbock Hotel II LLC, Lubbock, TX, 6027 45th Street   Lubbock, TX  79407  806-776-3900
McAllen Hospitality Group LLC, McAllen Airport, TX, 617 West Expressway 83   McAllen, TX  78503  956-664-2900
MCRT Midland 3 Tenant LLC, Midland, TX, 1301 N Loop 250 W   Midland, TX  79706-5720  432-689-0022
Drayton Hotel Group, LLC, New Braunfels, TX, 1501 IH-35 North   New Braunfels, TX  78130  830-620-4200
Northgate 2013 Hotel II, LLC, North Houston/Spring, TX, 23535 Northgate Crossing Blvd.   Spring, TX  77373  281-5282900
Shepperd Hotel Company, L.L.C., Odessa, TX, 5221 JBS Parkway   Odessa, TX  79762  432-366-5800
PRSALL, LLC, San Antonio Airport South, TX, 8505 Broadway   San Antonio, TX  78217  210-822-1554
12828 San Pedro San Antonio, LLC, San Antonio Airport, TX, 12828 San Pedro Avenue   San Antonio, TX  78216  210-494-7600
SA HOU ALAMO, LLC, San Antonio Downtown, TX, 408 East Houston Street   San Antonio, TX  78205  210-222-8811
CHM Live Oak, LTD., San Antonio/Live Oak, TX, 8101 Pat Booker Rd   Live Oak, TX  78233  210-412-5923
RIM Hospitality, LP, San Antonio/Rim Pass Drive, TX, 5730 Rim Pass   San Antonio, TX  78257  210-696-3500
Acton Hotel Group, LLC, San Marcos, TX, 2131 N. HWY 35   San Marcos, TX  78666  512-8784411
Affiliated Hospitality, LLC, South Padre Island Beachfront, TX, 7010 Padre Boulevard   South Padre Island, TX  78597  956-761-8700
B-Inspired Hotels, Ltd., Temple Medical Center, TX, 1749 Scott Boulevard   Temple, TX  76504  254-773-0200
D & D Lodging #2, Ltd., Texarkana, TX, 2910 South Cowhorn Creek Loop   Texarkana, TX  75503  903-792-1065
LOF2 Tyler Grande TRS, LLC, Tyler, TX, 220 East Grande   Tyler, TX  75703  903-509-1166
Victoria Akshar Hotels, Inc., Victoria, TX, 123 Huvar St.   Victoria, TX  77901  361-573-0303
Lalani LCWTX Holdings, LLC, Waco, TX, 5800 Legend Lake Parkway   Waco, TX  76712  254-633-4233

UTAH
B&T Utah Hotels II, LLC, Lehi, UT, 3150 N Hotel Loop   Lehi, UT  84043  801-341-6333
Washington Lodging, LLC, Ogden, UT, 2271 S. Washington Blvd.   Ogden, UT  84401  801-399-2000
SLAIR, LLC, Salt Lake City Airport, UT, 4975 Wiley Post Way   Salt Lake City, UT  84116  801-519-9000
Hotel Management Services, LLC, Salt Lake City Downtown,  UT, 250 West 600 South   Salt Lake City, UT  84101  801-364-5200
Summit Lodging Davis, LLC, Salt Lake City/Layton, UT, 762 West Heritage Park Blvd   Layton, UT  84041  801-416-8899
Sandy Paydirt L.L.C., Salt Lake City/Sandy, UT, 277 West Sego Lily Drive   Sandy, UT  84070  801-352-9400
St. George Hotel Holdings, LLC, St. George, UT, 1731 South Convention Center Drive   Saint George, UT  84790  435-634-4100

VERMONT
Catamount/Van Ness, LLC, Burlington-Downtown, VT, 101 Main Street   Burlington, VT  05401  802-951-0099

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VIRGINIA
1620 Prince Street Owner LLC, Alexandria Old Town King St. Metro, VA, 1620 Prince Street Alexandria, VA 22314 703-302-8300
CP/IPERS Arlington Hotel, LLC, Arlington/Courthouse Plaza, VA, 1333 North Courthouse Road Arlington, VA 22201 703-528-4444
Shirlington HHG Hotel Development, LP, Arlington/Shirlington, VA, 4271 Campbell Avenue Arlington, VA 22206 703-820-0440
BSE/AH Blacksburg Hotel Operator, L.L.C., Blacksburg University, VA, 900 Plantation Rd Blacksburg, VA 24060 540-552-5005
Bristol Hotels, Inc., Bristol, VA, 121 Village Circle Bristol, VA 24201 276-644-4000
Cville Suites, LLC, Charlottesville, VA, 1793 Richmond Road Charlottesville, VA 22911 434-979-4442
JSB Properties, LLC, Chesapeake/Greenbrier, VA, 1565 Crossways Boulevard Chesapeake, VA 23320 757-420-2515
Harbour View Holdings LLC, Chesapeake/Suffolk, VA, 5921 Harbour View Blvd Suffolk, VA 23435 757-484-9001
BPG Hotel XV Owner LLC, Dulles North, VA, 22400 Flagstaff Plaza Ashburn, VA 20148 703-723-8989
Fairfax Hotel Investors LLC, Fairfax, VA, 3950 Fair Ridge Drive Fairfax, VA 22033 703-385-7774
Inns of Falls Church, LLC, Falls Church, VA, 706 West Broad Street Falls Church, VA 22046 703-237-8700
Excel Holdings 9 LLC, Fredericksburg, VA, 1060 Hospitality Lane Fredericksburg, VA 22401 540-548-8822
MCRT2 Hampton 1 Tenant, LLC, Hampton Coliseum Central, VA, 1999 Power Plant Pkwy Hampton, VA 23666 757-310-6323
Lynchburg Hotel Group, LLC, Lynchburg, VA, 4025 Wards Road Lynchburg, VA 24502 434-239-3006
RIC Hotel, LLC, Richmond Airport, VA, 441 International Center Drive Sandston, VA 23150 804-222-3338
Southpark Hotel, LLC, Richmond South/Southpark, VA, 800 Southpark Boulevard Colonial Heights, VA 23834 804-520-0600
MCRT2 Richmond Tenant, LLC, Richmond/Innsbrook, VA, 4050 Cox Road Glen Allen, VA 23060 804-521-2900
ROA Hotel, Inc., Roanoke, VA, 4500 South Peak Blvd Roanoke, VA 24018 540-7763400
Suffolk Lodging Partners, L.L.C., Suffolk Riverfront, VA, 100 East Constance Road Suffolk, VA 23434 757-925-1300
MHF Tysons Corner Operating V LLC, Tysons Corner, VA, 8301 Boone Blvd Vienna, VA 22182 703-760-9777
3315 Atlantic, LLC, Virginia Beach Oceanfront, VA, 3315 Atlantic Avenue Virginia Beach, VA 23451 757-305-9000
HHC TRS LC Portfolio LLC, Virginia Beach Town Center, VA, 252 Town Center Dr Virginia Beach, VA 23462 757-326-6200
JIN, Inc., Williamsburg, VA, 1624 Richmond Road Williamsburg, VA 23185 757-253-9400
Aikens Corporation, Winchester, VA, 120 Wingate Drive Winchester, VA 22601 540-722-8881
Hotel Neabsco, LLC, Woodbridge, VA, 2500 Neabsco Common Place Woodbridge, VA 22191 703-590-2500

WASHINGTON
Kennewick Hospitality, LLC, Kennewick/Tri-Cities, WA, 701 North Young Street Kennewick, WA 99336 509-735-4600
Capitol Hospitality LLC, Olympia, WA, 2101 Henderson Park Lane SE Olympia, WA 98501 360-236-9934
EXHIBIT A

Legacy SeaTac, LLC, Seattle Airport, WA, 3056 South 188th Street  SeaTac, WA  98188  206-734-4500
Washington Square Hotel Holdings, LLC, Seattle Bellevue Downtown, WA, 10777 NE 10th St  Bellevue, WA  98004  425-454-0070
Pyramid Seattle Tenant LLC, Seattle Downtown, WA, 1821 Boren Avenue  Seattle, WA  98101  206-467-7770
Paine Field Hotel Development, LLC, Seattle North/Everett, WA, 8401 Paine Field Blvd  Mukilteo, WA  98275  425-423-9000
Bothell Hospitality LLC, Seattle/Bothell, WA, 22600 Bothell Everett Highway  Bothell, WA  98021  425-486-0400
K & K Hotel, LLC, Seattle/Issaquah, WA, 1800 NW Gilman Blvd  Issaquah, WA  98027  425-837-3600
BRE Select Hotels Operating LLC, Seattle/Renton, WA, 1801 E. Valley Road  Renton, WA  98057  425-430-1414
Granite Investments Hotels, LLC, Spokane Airport, WA, 9015 W HIGHWAY 2  Spokane, WA  99224-9413  509-244-5866
WenDBR, LLC, Wenatchee, WA, 25 N. Worthen Street  Wenatchee, WA  98801  509-662-0600
Morrier Hotel, LLC, Yakima, WA, 401 East Yakima Avenue  Yakima, WA  98901  509-454-1111

WEST VIRGINIA
RSS UBSCM2012C1-WV MWH, LLC, Clarksburg, WV, 606 Emily Drive  Clarksburg, WV  26301  304-326-9200
Aikens Corporation, Martinsburg, WV, 65 Priority Dr  Martinsburg, WV  25403  304-263-0101
COMM 2013-CCRE12 SUNCREST TOWNE CENTER DRIVE, LLC, Morgantown, WV, 150 Suncrest Towne Centre Dr  Morgantown, WV  26505  304-225-9500

WISCONSIN
Beechwood Plaza Hotel of Appleton, LLC, Appleton/Kimberly, WI, 720 Eisenhower Drive  Kimberly, WI  54136  920-730-1900
KNK-Plaza Hotel of Green Bay, LLC, Green Bay, WI, 1015 Lombardi Avenue  Green Bay, WI  54304  920-405-0400
Middleton Lodging Investors, LLC, Madison West/Middleton, WI, 1801 Deming Way  Middleton, WI  53562  608-831-2220
Howell Avenue FOS Lodging Associates, LLC, Milwaukee Airport, WI, 5890 S. Howell Avenue  Milwaukee, WI  53207  414-481-8280
First MKD, LLC, Milwaukee Downtown, WI, 611 North Broadway  Milwaukee, WI  53202  414-271-6611
Park Place Hospitality, LLC, Milwaukee Northwest Conference Center, W, 11600 West Park Place  Milwaukee, WI  53224  414-359-9823
KM HOTEL LLC, Oconomowoc, WI, 1443 Pabst Farms Circle  Oconomowoc, WI  53066  262-200-2222
BEECHWOOD PLAZA HOTEL OF OSHKOSH, LLC, Oshkosh, WI, 1355 West 20th Avenue  Oshkosh, WI  54902  920-9338040
HOA Hotels LLC, Sun Prairie Madison, WI, 1220 South Grand Ave  Sun Prairie, WI  53590  608-856-4500
2101 North Mountain Road, LLC, Wausau, WI, 2101 North Mountain Rd  Wausau, WI  54401  715-298-5775
Shree Somnath LLC, Wisconsin Dells, WI, 101 East Hiawatha Drive  Wisconsin Dells, WI  53965  608-253-1100

WYOMING
Jai Jai Mata Wyoming Hospitality Inc., Casper, WY, 1150 N. Poplar Street  Casper, WY  82601  307-266-1300
EXHIBIT A

Hotel Investment Services – Laramie, LLC, Laramie, WY, 2229 Grand Ave.  Laramie, WY  82070  307-745-5500

Signed but not yet Opened

ALABAMA
Madison Hotels II, LLC, Madison Huntsville Airport, AL, Adjacent to - East of - 135 Graphics Drive  Madison, AL  35758

ARIZONA
Down Town Hotel, LLC, Chandler Downtown, AZ, 150 South Arizona Ave.  Chandler, AZ  85225  623-271-3366
Sevilla, LLC, Phoenix East Mesa, AZ, 5220 E Baseline Rd.  Gilbert, AZ  85234
VIVO Development Partners, LLC, Phoenix Mesa Airport, AZ, NEQ of S Power Rd and E Ray Rd  Mesa, AZ  85212
WSH Hospitality, LLC, Prescott Downtown, AZ, 300 N Montezuma St  Prescott, AZ  86301

CALIFORNIA
Nara Investments, LLC, Anaheim Resort, CA, 1441 S Manchester Ave  Anaheim, CA  92802
Dublin Hospitality, LLC, Dublin, CA, SWQ of Dublin Blvd. and Keegan Rd  Dublin, CA  94568
DCSG 3333 Santa Anita Ave, LLC, El Monte Los Angeles, CA, 3333 Santa Anita Ave  El Monte, CA  91731
ABP Manager, LLC, Fremont, CA, 45976 Warm Springs Blvd  Fremont, CA  94539  510-826-3400
Raju Verma, Fresno, CA, 5318 N Blackstone Ave  Fresno, CA  93710
William Ashley Inc, Hawthorne Los Angeles International Airp, 11519 Acacia Ave.  Hawthorne, CA  90250
Shemoil Moradzaden and Marilyn Moradzaden, Merced, CA, NWQ of S Coffee St and E Mission Av e  Merced, CA  95340
River Park Hospitality, Inc., Morgan Hill, CA, 850 Lightpost Way  Morgan Hill, CA  95037
Shriji Hospitality, Inc., Oakland Airport Alameda, CA, 1074 Harbor Bay Parkway  Alameda, CA  94502
GHG Rio Rancho, LLC, Pomona, CA, Northwest Quadrant of 71 Freeway and Rio Rancho Road  Pomona, CA  91766
San Carlos HHG Hotel Development, LP, San Carlos, CA, 1091 Industrial Road  San Carlos, CA  94070
MH San Fran HG PropCo, LLC, San Francisco Downtown, CA, 350 2nd St.  San Francisco, CA  94107
Westlake SJH, LLC, San Jose Airport, CA, 111 E Gish Rd  San Jose, CA  95112
JR Legacy II LLC, San Marcos, CA, 2151 Montiel Rd  San Marcos, CA  92069
SFS Hospitality, LLC, Santa Fe Springs, CA, SWQ of Telegraph Rd. and Norwalk Bl  Santa Fe Springs, CA  90670
Wellprofit International, Inc., Temecula, CA, 28210 Jefferson Ave.  Temecula, CA  92590
Sterling Hospitality LLC, Visalia, CA, SEQ of Plaza Dr. and Crowley Ave.  Visalia, CA  93291
Win Time LLC, Vista Carlsbad East, CA, SWQ of Melrose Dr. and Faraday Ave.  Vista, CA  92081
Heritage Inn of Walnut Creek, LLC, Walnut Creek, CA, 470-490 Lawrence Way    Walnut Creek, CA  94596

COLORADO
Pacific Heritage Inn of Broomfield, LLC, Broomfield Denver, CO, 550 Flatiron Blvd.    Broomfield, CO
Amit “Al” Patel, Denver Airport Tower Road, CO, NEQ of E 66th Ave  Argonne Road    Denver, CO  80249
Longmont Harvest Junction Hospitality LLC, Longmont, CO, 470 South Martin Street    Longmont, CO  80501
Centerra Suites, LLC, Loveland, CO, NEQ of US-34   Interstate 25   Loveland, CO  80538
Kip Hampden, LLLP, Trinidad Downtown, CO, Americana Rd.    Trinidad, CO  81082

CONNECTICUT
Spin Olympia New Haven LLC, New Haven Downtown, CT, 80 Elm Street    New Haven, CT  06510

FLORIDA
Taurus CD 194 Apopka Hotel Investment, LP, Apopka City Center, FL, 580 E. Main Street    Apopka, FL  32703
Brookline PIE Ulmerton, LLC, Clearwater Airport Area, FL, Ulmerton Road on airport property address TBD    Clearwater, FL  33762
Miramar Beach Lodging, LLC, Destin Miramar Beach, FL, 220 Scenic Gulf Drive    Miramar Beach, FL  32550  850-622-3357
Coconut Estero Investment Partners, LLC, Estero, FL, Intersection of Sweetwater Ranch Boulevard and Via Villagio    Estero, FL  33928
Block 40, LLC, Hollywood/Young Circle, FL, 1558 Hollywood Boulevard    Hollywood, FL  33020
Homestead Hospitality, Inc., Homestead, FL, SW 152nd Avenue    Homestead, FL  33033
Oliver Companies, Inc., Miami Airport South Blue Lagoon, FL, 1101 NW 57th Avenue    Miami, FL  33126
Downtown Ocala, LLC, Ocala Downtown, FL, 120 East Silver Springs Blvd.    Ocala, FL  34470  352-5816060
PHVIF II PHVIF III Orlando LLC, Orlando Downtown, FL, 409 N.Magnolia Avenue    Orlando, FL  32801
AAAA Partners LLC, Orlando I-4 Millenia Blvd Mall, FL, Millenia Palms Drive    Orlando, FL  32839
SJAH, LLC, Panama City Airport, FL, SWQ of Venture Crossing Blvd. and W. Bay Pkwy    Panama City, FL  32409
PHG Acquisitions, LLC, Pensacola Downtown, FL, SWQ of E. Salamanca Street North 10th Ave.    Pensacola, FL  32502
Ponce Hotel, Inc., St. Augustine-Historic District, FL, NEQ of Ponce De Leon Boulevard and Garnett Avenue    Saint Augustine, FL  32084
St Pete Beach Hotels, LLC, St. Pete Beach, FL, 6100 Gulf Blvd    St Pete Beach, FL  33706
1345 Lee Road, LLC, Winter Park, FL, 1275 Lee Road    Winter Park, FL  32789  407-755-3733

GEORGIA
DayBreak Hospitality, LLC, Atlanta Clairmont, GA, 3051 Clairmont Road    Atlanta, GA  30329
Millennium Hotel, LLC, Brunswick, GA, 475 Millennium Boulevard    Brunswick, GA  31525  912-267-1111
PHG Acquisitions, LLC, Buford Mall of Georgia, GA, Near the intersection of Woodward Crossing Blvd. and Mall of GA Blvd. Buford, GA 30519
Bran Hospitality Perry II, LLC, Perry, GA, 112 Hampton Court Perry, GA 31069
Savannah Gateway Holdings, LLC, Savannah Gateway, GA, 575 Al Henderson Boulevard Savannah, GA 31419

HAWAII
Supreme Bright Wailuku, LLC, Maui Wailuku, HI, NEQ of N Market St and Main St Wailuku, HI 96793

IDAHO
Hotel Management Services, LLC, Coeur d' Alene, ID, 2119 N. Government Way SEQ I-90 and Hwy 95 Coeur d' Alene, ID 83814

ILLINOIS
Phoenix 226 Central Loop Operator LLC, Chicago Central Loop, IL, 226 West Jackson Blvd Chicago, IL 60606
Pin Oak Plaza, LLC, Edwardsville, IL, SWQ of Governor's Pkwy and I-55 Edwardsville, IL 62025
Mattoon Hotel LLC, Mattoon, IL, SWQ of Route 16 and Lerna Rd Mattoon, IL 61938

INDIANA
Raj of Dupont, LLC, Fort Wayne North, IN, 10650 Diebold Road Fort Wayne, IN 46845 260-399-6000
Keystone Witness, LLC, Indianapolis Keystone, IN, 9450 Counselors Row Indianapolis, IN 46240

IOWA
CJT Cedar Hotel, LLC, Cedar Rapids, IA, 4640 North River Blvd NE Cedar Rapids, IA 52111

KANSAS
Raju C. Sheth, Hays, KS, Block 1 Lot 1 of 31.2 acres in Sec 21, Twp 13, Range 18 Hays, KS 67601

LOUISIANA
MW III Hospitality IV LLC, Baton Rouge I-10 East, LA, NEQ of Bluebonnet Blvd and Park Rowe Avenue Baton Rouge, LA 70810

MARYLAND
Allstar Hotels LLC, Baltimore Downtown, MD, 25 S. Calvert Street Baltimore, MD 21202
ISH KRUPA, LLC, Bel Air, MD, 4150 Philadelphia Road Bel Air, MD 21015
Heritage Inn & Suites of Hanover, LLC, Hanover Arundel Mills, MD, 7491 A B New Ridge Road Hanover, MD 21076
EXHIBIT A

Heritage Inn & Suites of Hanover, LLC, Hanover Arundel Mills, MD, 7478 New Ridge Road  Hanover, MD  21076

MASSACHUSETTS
Claremont Brookline Avenue LLC, Boston Brookline, MA, 700 Brookline Ave  Brookline, MA  02445
Roedel Partners of Canton, LLC, Boston Canton, MA, 110 Royall Street  Canton, MA  02021
1241 Boylston Street, LLC, Boston Fenway, MA, 1241 Boylston Street  Boston, MA  02215
Tewksbury Hospitality LLC, Tewksbury, MA, 937 North Street  Tewksbury, MA  01876

MICHIGAN
Canton Hotel Group, LLC, Canton Detroit, MI, 5775 N. Lilley  Canton, MI  48187
Dearborn Hotel Group, LLC, Dearborn Detroit, MI, 23400 Michigan Ave  Dearborn, MI  48124
Middle Great Lakes Crossing Hospitality, LLC, Detroit/Auburn Hills, MI, 3900 Baldwin Rd  Auburn Hills, MI  48326
Stellar Hospitality Hall Road, LLC, Detroit/Utica, MI, 44700 Hayes Road  Clinton Township, MI  48038
Ontario Hospitality, Inc., East Lansing, MI, SEQ of E. Michigan Ave and US 127  Lansing, MI  48912
352 SS, L.L.C., Flint Downtown, MI, 110 W. Kearsley St.  Flint, MI  48502  810-233-9110
KZoo Hotel Partners, LLC, Kalamazoo, MI, Corner of North Rose St. and Eleanor St.  Kalamazoo, MI

NEW JERSEY
Camden Hotel Partners, LLC, Camden Waterfront, NJ, On Cooper Street between Riverside Drive and Marina Street  Camden, NJ  08102
Hotel Carlstadt, LLC, Carlstadt Meadowlands, NJ, 300 16th Street  Carlstadt, NJ  07072
Cardinale and Hotel 1 at Adventure Crossing LLC, Jackson, NJ, 567 Monmouth Road h Road  Jackson, NJ  08527

NEW MEXICO
Sundowner Hospitality, LLC, Albuquerque Downtown, NM, 222 Central Ave SE  Albuquerque, NM  87102

NEW YORK
1500 South Campus Hotel LLC, Bronx Metro Center, NY, 1500 Waters Place  Bronx, NY  10461
Empire Hotel Management, LLC, Flushing, NY, 134-03 35th Avenue  Flushing, NY  11354
Station Plaza Hotel LLC, Jamaica/AirTrain, NY, 93-43 Sutphin Blvd  Jamaica, NY  11435
Walkill Acquisition Company (NY) LLC, Middletown, NY, Smith Road, tax parcel 41-1-113.2  Middletown, NY  10941
RAM Hotels, Inc., Newburgh Stewart Airport, NY, Unity Place, a portion of section 97-2-37 in the Auto Park Place  Newburgh, NY  12550
NFNY Hotel Management LLC, Niagara Falls, NY, 454 Main Street  Niagara Falls, NY  14301
EXHIBIT A

Brandt Hospitality Group, Inc., Poughkeepsie, NY, 2625 South Road   Poughkeepsie, NY  12601
Indus 414, LLC, Seneca Falls Del Lago, NY, 1133 State Route 414   Waterloo, NY  13165

NORTH CAROLINA
Carolina Hotel Investors - Crabtree LLC, Chapel Hill/Carrboro, NC, 300 East Main Street   Chapel Hill, NC  27510
Mecklenburg Hotel, Inc., Charlotte University Area, NC, Collins-Aikman Drive   Charlotte, NC  28262
Narsi Development I, LLC, Huntersville Lake Norman, NC, Near intersection of Sam Furr Rd. Birkdale Commons Parkway   Huntersville, NC  28078
Raleigh Property, Inc., Raleigh Downtown, NC, 200 West Davie Street   Raleigh, NC  27601
Wade Park Hospitality, L.L.C., Raleigh PNC Arena Wade Park, NC, 5410 Wade Park Blvd   Raleigh, NC  27607
McPeake Hotels, Inc., Southern Pines / Pinehurst, NC, 155 South Hill Road   Aberdeen, NC  28315
Steele Creek Hotel, LLC, Steele Creek Charlotte, NC, Intersection of Trojan Drive Steele Creek Drive   Charlotte, NC  28278

OHIO
Supreme Bright Cincinnati, LLC, Cincinnati Downtown, OH, 101-105th East Fourth Street   Cincinnati, OH  45202
Easton Innkeepers, LLC, Columbus/Easton, OH, Morse Rd and Sunbury Rd   Easton, OH  43230

OREGON
GBHD, LLC, The Dalles Columbia Gorge, OR, 200 Union St. and 1st. Street   The Dalles, OR  97058
Pacific Northwest Petroleum, Inc., Wilsonville, OR, 30800 SW Parkway Avenue   Wilsonville, OR  97070

PENNSYLVANIA
HG Montage Hotel #1, LLC, Scranton/Montage, PA, Montage Mountain Road   Moosic, PA  18507

SOUTH CAROLINA
Naman West Columbia, LLC, Columbia Airport, SC, 110 McSwain Drive   Columbia, SC  29169  803-3914000
Boardwalk Motel, LLC, Myrtle Beach Oceanfront Resort, SC, 2204 North Ocean Blvd.   Myrtle Beach, SC  29577
Lowcountry Hotels IV, LLC, Summerville, SC, 406 Sigma Drive   Summerville, SC  29483  843-832-1304

TENNESSEE
Cookeville Downtown Hotels, LLC, Cookeville, TN, 39 South Depot Street   Cookeville, TN  38501
Nick B. Patel, Knoxville Downtown, TN, 350 Gay Street   Knoxville, TN  37902
Germantown Hotel Group LLC, Memphis East Germantown, TN, 6800 block of Poplar Avenue east of Kirby Parkway   Germantown, TN  38138
EXHIBIT A

Everest Hospitality LLC, Mt. Juliet, TN, SWQ of South Mt. Juliet Road and I-40  Mount Juliet, TN  37122
Rakesh Govindji, Nashville Opryland, TN, 2500 Music Valley Drive  Nashville, TN  37214
Robert G. Schaedle, III, Nashville West End Avenue, TN, 3415 Murphy Road  Nashville, TN  37203

TEXAS
LH Lodging Austin, LLC, Austin Central, TX, 860  906 E Anderson Ln  Austin, TX  78752
Lions Veldt LLC, Austin North-Near the Domain, TX, 2600 Brockton Ave  Austin, TX  78758
Urban Austin Lavaca Hotel Owner, LLC, Austin University Capitol District, TX, 301 West 17th Street  Austin, TX  78701
Sea District Hotel Group, LP, Corpus Christi Downtown, TX, SWQ of Hwy 181 and N Port Ave  Corpus Christi, TX  78401
Meadow Two Hospitality, LP, Dallas-Central Exp/North Park Area, TX, 10350 N Central Expy  Dallas, TX  75231  214-696-3000
Fort Worth Metro Partners LLC, Fort Worth Downtown, TX, 607 Jones St  Fort Worth, TX  76102
SPN Enterprise, LLC, Galveston, TX, NEQ of Seawall Blvd and 77th St  Galveston, TX  77551
Supreme Bright Grapevine VIII, LLC, Grapevine at Silver Lake Crossing, TX, SWQ of Bass Pro Dr and SH 26  Grapevine, TX  76051
Provident Group - Harlingen Properties LLC, Harlingen Convention Center, TX, 751 Harlingen Heights Drive  Harlingen, TX  78552
ALH Properties No. Twenty Four, L.P., Houston Downtown, TX, 1515 Rusk St  Houston, TX  77002
ALH Med Center, LLC, Houston Medical Center, TX, SWQ of Almeda Rd and Holcombe Blvd  Houston, TX  77030
McCain Lodging Inc., Houston/Humble, TX, 22601 US Hwy 59 N  Humble, TX  77338
Al Karmali, Mansfield, TX, SWQ of Hwy 287 and Heritage Pkwy  Mansfield, TX  76063
Reva Hospitality McKinney LLC, McKinney Craig Ranch, TX, NWQ of TX 121 and Alma Dr  McKinney, TX  75070
Barker Weatherford Properties, LLC, Weatherford, TX, NEQ of I-20 and Holland Lake Dr  Weatherford, TX  76086

VIRGINIA
Haymarket Hotel Venture, LLC, Haymarket, VA, Intersection of Washington Street and Jefferson Street  Haymarket, VA  20169
Herndon I, LLC, Herndon/Reston, VA, Lot 4A Sunset Park Drive  Herndon, VA  20170
Munificent Group LLC, Manassas, VA, 7001 Infantry Ridge Road  Manassas, VA  20109
NDRA III, LLC, Roanoke Airport, VA, 4824 Valley View Blvd NW  Roanoke, VA  23701

WASHINGTON
Anderson Park Hotel, LLC, Redmond Town Center, WA, 16630 Redmond Way  Redmond, WA  98052  425-448-7660
Kalyan Lynnwood Hotels LLC, Seattle/Lynnwood, WA, 3801 Alderwood Blvd  Lynnwood, WA  98036  425-320-5905
EXHIBIT A

WISCONSIN
MDI Regent Madison Hotel, LLC, Madison Downtown, WI, Northeast Quadrant of Regent Street and East Campus Mall Madison, WI 53703
Brookfield Square Lodging Investors, LLC, Milwaukee Brookfield Conference Center, 265 S. Moorland Road Brookfield, WI 53005 262-330-0800
EXHIBIT B
HILTON GARDEN INN

ALABAMA
Birmingham Lakeshore Dr., Summit Hotel TRS 086 LLC, Austin, TX, 73738  605-361-9566
Birmingham SE Liberty Park, Summit Hotel TRS 087 LLC, Austin, TX, 73738  605-361-9566

ALASKA
Anchorage, BRE Select Hotels Operating LLC, New York, NY, 10154  212-583-5849

CALIFORNIA
San Francisco Downtown, CA, KCG SF Hotel, LLC, Bethesda, MD, 20814  301-961-1976
Mountain View, CA, Il El Camino Hotel, LLC, Cupertino, CA, 95014  408-621-3094
San Diego Mission Valley, SD Stadium Hotel, LLC, Newport Beach, CA, 92660  949-610-8050
San Francisco Airport North, BRE Select Hotels Operating LLC, New York, NY, 10154  212-583-5849
San Jose/Milpitas, BRE Select Hotels Operating LLC, New York, NY, 10154  212-583-5849

CONNECTICUT
Wallingford Meriden, CT Wallingford LLC, Raleigh, NC, 27612  919-334-6924

FLORIDA
Fort Lauderdale SW/Miramar, Hotel 14501 Hotel Opco, L.P., Greenwich, CT, 06830  203-485-5194
Fort Myers, Excel Holdings 1, LLC, New York, NY, 10036  571-237-5663
Orlando Downtown, Magnolia Lane Lodging LLLP, Chattanooga, TN, 37402  423-499-0476
Orlando International Drive/Convention Center, FL, JHM Enterprises, Inc., Greenville, SC, 29615  864-248-1556
Panama City, Panama City Hospitality Group LLC, Tifton, GA, 31793  229-387-6067
Port St. Lucie/PGA Villlage, PSL Hotel Investors LLC, Santa Barbara, CA, 93109  805-957-0095
West Palm Beach Airport, RLJ III - HG West Palm Beach Airport Lessee, LLC, Bethesda, MD, 20814  301-280-7734

INDIANA
Bloomington, RLJ II - HG Bloomington Lessee, LLC, Bethesda, MD, 20814  301-280-7734
Chesterton, Hotel 501 Gateway Opco, L.P., Greenwich, CT, 06830  203-485-5194

IOWA
Omaha East/Council Bluffs, 23rd Street Hotel Associates, LLC, North Liberty, IA, 52317  319-626-5600

LOUISIANA
New Orleans French Quarter/Central Business District, New Orleans CBD Hotel Operator, Inc., Lake Forest, IL, 60045  847-482-8600
Exhibit B

MASSACHUSETTS
Plymouth, Plymouth TBL Operating Group, Inc., Hanover, MA, 02339  781-924-2002

MICHIGAN
Detroit/Downtown, Gratiot Hotel Owner LLC, New York, NY, 10005  212-837-4514

NEVADA
Las Vegas Henderson, Kent O. Clausen, Cal A. Clausen and Mary Clausen, Spokane, WA, 99212  509-928-6848

NORTH CAROLINA
Raleigh Durham Research Triangle Park, RLJ III - HGN Durham Lessee, LLC, Bethesda, MD, 20814  301-280-7734

OHIO
Cleveland Downtown, Hotel 1100 Carnegie Opco, L.P., Greenwich, CT, 06830  203-485-5194
Columbus Downtown, OH, Alpesh Patel, Knoxville, TN, 37922  865-560-5102
Toledo Downtown, OH, Seagate Hospitality, LLC, Toledo, OH, 43606  419-478-8200

PENNSYLVANNIA
Hershey, The Main & Walton Development Company, LLC, Hershey, PA, 17033  717-503-8524

SOUTH CAROLINA
Beaufort, Hotel Beaufort Opco LP, Greenwich, CT, 06830  203-485-5194
Charleston Mt. Pleasant, OTV Masters LLC, Charleston, SC, 29412  843-670-3963

TENNESSEE
Knoxville/University, TN, Knoxville Hotel Associates, LLC, Atlanta, GA, 30328  770-668-2471

TEXAS
Dallas/Richardson, Al & Patty Mori of Texas, LLC, Frisco, TX, 75034  904-612-8897
Duncanville, Apple Nine Services Duncanville, Inc., Richmond, VA, 23219  804-344-8121
Las Colinas, Tribute Hospitality, LLC, Fort Smith, AR, 72903  479-785-0844
Lubbock, LBB Hotel, LLC, Houston, TX, 77002  210-379-8374
McAllen Airport, BRE Select Hotels Operating LLC, New York City, NY, 10154  212-583-5059

VIRGINIA
Alexandria Old Town/King Street Metro, Carr 1620 Prince Street LLC, Washington, DC, 20004  202-349-9049
Fairfax, Fair Oaks Inn LLC, Cleveland Heights, OH, 44118  216-589-0441
Roanoke, SP Operations, LLC, Roanoke, VA, 24014  540-774-7762

**WISCONSIN**
Wisconsin Dells, Ashford TRS Wisconsin Dells LLC, Dallas, TX, 75254  972-490-9600

**WYOMING**
Cheyenne–Downtown, WY, Spirit Hospitality, LLC, Fort Collins, CO, 80525  970-226-1686
EXHIBIT C
Hilton Franchise Holding LLC
Financial Statements
For the years ended December 31, 2019, 2018 and 2017
Hilton Franchise Holding LLC
Index to Financial Statements

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<th>Report</th>
<th>Page No.</th>
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<tr>
<td>Financial Statements</td>
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<tr>
<td>Balance Sheets</td>
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<td>Statements of Operations and Member’s Equity (Deficit)</td>
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<tr>
<td>Statements of Cash Flows</td>
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<tr>
<td>Notes to Financial Statements</td>
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</tr>
</tbody>
</table>
Report of Independent Auditor

To the Member of
Hilton Franchise Holding LLC

Report on the Financial Statements
We have audited the accompanying financial statements of Hilton Franchise Holding LLC, which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of operations and member’s equity (deficit), and cash flows for the years ended December 31, 2019, 2018 and 2017, and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hilton Franchise Holding LLC as of December 31, 2019, 2018 and the results of its operations and its cash flows for the years ended December 31, 2019, 2018 and 2017, in accordance with accounting principles generally accepted in the United States of America.
Adoption of New Accounting Standards
As discussed in Note 2 to the financial statements, Hilton Franchise Holding LLC changed its method for recognizing revenue from contracts with customers as a result of the adoption of Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (Topic 606), on January 1, 2019 using the full retrospective approach as of January 1, 2017. Our opinion is not modified with respect to this matter.

Tysons Corner, Virginia
March 16, 2020
## Balance Sheets

### Hilton Franchise Holding LLC

#### (in thousands)

<table>
<thead>
<tr>
<th></th>
<th>December 31, 2019</th>
<th>December 31, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current Assets:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts receivable, net of allowance for doubtful accounts of $1,283 and $911</td>
<td>$78,132</td>
<td>$76,303</td>
</tr>
<tr>
<td>Due from Hilton affiliates related to franchise deposits</td>
<td>23,584</td>
<td>23,193</td>
</tr>
<tr>
<td>Total current assets</td>
<td>101,716</td>
<td>99,496</td>
</tr>
<tr>
<td><strong>Non-current Assets:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise contracts, net</td>
<td>97,682</td>
<td>81,267</td>
</tr>
<tr>
<td>Financing receivables</td>
<td>16,464</td>
<td>214</td>
</tr>
<tr>
<td>Capital contribution due from Parent</td>
<td>300,000</td>
<td>---</td>
</tr>
<tr>
<td>Total non-current assets</td>
<td>414,146</td>
<td>81,481</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>$515,862</td>
<td>$180,977</td>
</tr>
</tbody>
</table>

|                      |                   |                   |
| **LIABILITIES AND MEMBER'S EQUITY (DEFICIT)** |                   |                   |
| **Current Liabilities:** |                   |                   |
| Franchise deposits | $23,584 | $23,193 |
| Current portion of deferred revenues | 27,579 | 24,259 |
| Franchise contract acquisition costs payable | 250 | 2,000 |
| Other | 140 | 15 |
| Total current liabilities | 51,553 | 49,467 |
| Deferred revenues | 378,436 | 331,833 |
| **Total liabilities** | 429,989 | 381,300 |

Commitments and contingencies - see Note 6

|                      |                   |                   |
| **Member’s Equity (Deficit):** |                   |                   |
| Contributed capital | 310,000 | 10,000 |
| Retained earnings | 4,798,381 | 3,834,005 |
| Due from Hilton affiliates | (5,022,508) | (4,044,328) |
| **Total member’s equity (deficit)** | 85,873 | (200,323) |
| **TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT)** | $515,862 | $180,977 |

See notes to financial statements.
## Hilton Franchise Holding LLC

### Statements of Operations and Member’s Equity (Deficit)

(in thousands)

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise royalty fees</td>
<td>$ 926,002</td>
<td>$ 821,882</td>
<td>$ 715,454</td>
</tr>
<tr>
<td>Franchise sales and change of ownership fees</td>
<td>21,732</td>
<td>28,297</td>
<td>21,135</td>
</tr>
<tr>
<td>Franchise termination fees and other</td>
<td>17,016</td>
<td>5,504</td>
<td>1,029</td>
</tr>
<tr>
<td><strong>Total revenues</strong></td>
<td>$ 964,750</td>
<td>$ 855,683</td>
<td>$ 737,618</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating expenses</td>
<td>32</td>
<td>44</td>
<td>121</td>
</tr>
<tr>
<td>Provision for doubtful accounts, net of recoveries</td>
<td>372</td>
<td>623</td>
<td>137</td>
</tr>
<tr>
<td><strong>Total expenses</strong></td>
<td>$ 404</td>
<td>$ 667</td>
<td>$ 258</td>
</tr>
<tr>
<td><strong>Operating income</strong></td>
<td>$ 964,346</td>
<td>$ 855,016</td>
<td>$ 737,360</td>
</tr>
<tr>
<td><strong>Non-operating income, net</strong></td>
<td>$ 120</td>
<td>$ 23</td>
<td>—</td>
</tr>
<tr>
<td><strong>Income before taxes</strong></td>
<td>$ 964,466</td>
<td>$ 855,039</td>
<td>$ 737,360</td>
</tr>
<tr>
<td>Foreign withholding tax expense</td>
<td>(90)</td>
<td>(113)</td>
<td>(100)</td>
</tr>
<tr>
<td><strong>Net income</strong></td>
<td>$ 964,376</td>
<td>$ 854,926</td>
<td>$ 737,260</td>
</tr>
<tr>
<td><strong>Member’s equity (deficit), beginning of year</strong></td>
<td>$ (200,323)</td>
<td>$ (181,850)</td>
<td>$ 102,932</td>
</tr>
<tr>
<td>Net income</td>
<td>$ 964,376</td>
<td>$ 854,926</td>
<td>$ 737,260</td>
</tr>
<tr>
<td>Increase in due from Hilton affiliates</td>
<td>(978,180)</td>
<td>(873,399)</td>
<td>(756,265)</td>
</tr>
<tr>
<td>Capital contribution</td>
<td>300,000</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Cumulative effect of the adoption of ASU 2014-09</td>
<td>—</td>
<td>—</td>
<td>(265,777)</td>
</tr>
<tr>
<td><strong>Member’s equity (deficit), end of year</strong></td>
<td>$ 85,873</td>
<td>$ (200,323)</td>
<td>$ (181,850)</td>
</tr>
</tbody>
</table>

See notes to financial statements.
## Hilton Franchise Holding LLC

### Statements of Cash Flows

(in thousands)

<table>
<thead>
<tr>
<th>Year Ended December 31,</th>
<th>2019</th>
<th>2018</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Activities:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net income</td>
<td>$964,376</td>
<td>$854,926</td>
<td>$737,260</td>
</tr>
<tr>
<td>Adjustments to reconcile net income to net cash provided by operating activities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization of contract acquisition costs</td>
<td>6,065</td>
<td>5,179</td>
<td>3,395</td>
</tr>
<tr>
<td>Provision for doubtful accounts, net of recoveries</td>
<td>372</td>
<td>623</td>
<td>137</td>
</tr>
<tr>
<td>Franchise contract acquisition costs, net of refunds</td>
<td>(24,230)</td>
<td>(17,530)</td>
<td>(18,564)</td>
</tr>
<tr>
<td>Changes in operating assets and liabilities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>(2,201)</td>
<td>(12,007)</td>
<td>(12,516)</td>
</tr>
<tr>
<td>Other current liabilities</td>
<td>125</td>
<td>(95)</td>
<td>36</td>
</tr>
<tr>
<td>Change in deferred revenues</td>
<td>49,923</td>
<td>43,644</td>
<td>46,499</td>
</tr>
<tr>
<td>Other</td>
<td>(798)</td>
<td>(1,299)</td>
<td>—</td>
</tr>
<tr>
<td>Net cash provided by operating activities</td>
<td>993,632</td>
<td>873,441</td>
<td>756,247</td>
</tr>
</tbody>
</table>

| **Investing Activities:** |        |          |           |
| Issuance of financing receivables | (15,940) | (214) | — |
| Payments received on financing receivables | 488 | — | 18 |
| Fee for issuance of financing receivable | — | 172 | — |
| Net cash provided by (used in) investing activities | (15,452) | (42) | 18 |

| **Financing Activity:** |        |          |           |
| Increase in due from Hilton affiliates | (978,180) | (873,399) | (756,265) |
| Net cash used in financing activity | (978,180) | (873,399) | (756,265) |

| **Net change in cash and cash equivalents** | — | — | — |

| **Cash and cash equivalents, end of year** | $ — | $ — | $ — |

| **Supplemental Disclosures:** |        |          |           |
| Non-cash operating activities: |        |          |           |
| Decrease (increase) in due from Hilton affiliates related to franchise deposits | $ (391) | $ 674 | $ 26 |
| Increase (decrease) in franchise deposits | 391 | (674) | (26) |
| Non-cash financing activity: |        |          |           |
| Capital contribution from Parent | 300,000 | — | — |

See notes to financial statements.
NOTES TO FINANCIAL STATEMENTS

Note 1: Organization

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

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

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

Basis of Presentation

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

On January 1, 2019, we adopted the requirements of Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09") using the full retrospective approach as of January 1, 2017. All amounts and disclosures set forth in these financial statements reflect the necessary adjustments required for the adoption of this standard, including the reclassification of prior period balances to conform to current year presentation. See "Summary of Significant Accounting Policies" and "Recently Issued Accounting Pronouncements" below for additional information.

Summary of Significant Accounting Policies

Revenue Recognition

Revenues are primarily derived from franchise contracts with third-party hotel owners. Our primary performance obligation in connection with these franchise contracts is related to IP licenses, which grant the right to access our hotel system IP, including brand IP, reservations systems and property management systems. This performance obligation is considered to be a series of distinct services transferred over time, for which we receive variable consideration through our franchise royalty fees. While the underlying activities may vary from day to day, the nature of the commitments are the same each day, and the hotel owner can independently benefit from each day’s services. We may also receive fixed consideration in connection with other types of fees. We allocate the variable fees to the distinct services to which they relate by applying the prescribed variable consideration allocation guidance, and we allocate fixed consideration to the related performance obligations based on their estimated standalone selling prices. The terms of the fees earned under the contract relate to a specific outcome of providing the services (e.g., hotel room sales) to satisfy the performance obligations. Using time as a measure of progress, we recognize fee revenue in the period earned per the terms of the contract.

Our revenues consist of the following:

- **Franchise royalty fees** are generally based on a percentage of the hotel's monthly gross room revenue and, in some cases, may also include a percentage of gross food and beverage revenues and other revenues, as applicable. These fees are typically billed and collected monthly, and revenue is generally recognized as services are provided. Consideration paid or anticipated to be paid to incentivize hotel owners to enter into franchise contracts with us is amortized over the life of the applicable contract as a reduction to franchise royalty fees.

- **Franchise sales and change of ownership fees** include application, initiation and other fees and are charged when: (i) new hotels enter our system; (ii) there is a change of ownership of a hotel; or (iii) contracts with hotels already in our system are extended. These fees are typically fixed and collected upfront and are recognized as revenue over the term of the franchise contract. We do not consider this advance consideration to include a significant financing component, since it is used to protect us from the property owner failing to adequately complete some or all of its obligations under the contract.
• Franchise termination fees are charged in connection with the termination of a franchise contract by the hotel owner. We recognize termination fees in the period in which the payment is received if there is no further service to be provided, due to the uncertainty of collection associated with the termination of the relationship with the hotel owner.

**Accounts Receivable and Allowance for Doubtful Accounts**

Accounts receivable represents amounts due from franchisees and is presented net of an allowance for doubtful accounts. An allowance for doubtful accounts is provided on accounts receivable when losses are probable based on historical collection activity and current business conditions.

**Franchise Contracts**

We capitalize consideration paid, which is generally fixed, to incentivize hotel owners to enter into franchise contracts with us as franchise contract acquisition costs, which are presented as franchise contracts, net in our balance sheets. Franchise contract acquisition costs are amortized using the straight-line method over their respective estimated useful lives, which is the contract term, including any renewal periods that are at our sole option, and are generally 10 to 20 years. Amortization of franchise contract acquisition costs is recognized as a reduction to franchise royalty fees in our statements of operations and member's equity (deficit). We review our franchise contract acquisition costs for impairment when indicators of impairment exist. We perform an analysis to determine the recoverability of the asset carrying value by comparing the expected undiscounted future cash flows to the net carrying value of the asset. If the carrying value of the asset is not recoverable, we recognize an impairment loss for the excess carrying value over the estimated fair value in our statements of operations and member's equity (deficit). There were no accumulated impairment losses related to our franchise contracts as of December 31, 2019 and 2018.

**Franchise Deposits**

Franchise deposits represent application, initiation and other fees that are collected at the time a hotel owner applies for a franchise license. These amounts are recorded as a current liability until the fees become non-refundable, at which time they are reclassified to deferred revenues. If the franchise application is not approved, the fee is refunded to the applicant, less processing fees.

**Contract Liabilities**

Contract liabilities relate to non-refundable advance consideration received from hotel owners for application, initiation and other fees reclassified from franchise deposits. Since the advance consideration is considered to be part of the performance obligations of the franchise contract, it is recognized as revenue over the term of the related contract. Our contract liabilities of $406,015 thousand and $355,920 thousand as of December 31, 2019 and 2018, respectively, were included in deferred revenues in our balance sheets.

**Fair Value Measurements - Valuation Hierarchy**

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

- Level 1 - Valuation is based upon quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 - Valuation is based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the instrument.
- Level 3 - Valuation is based upon other unobservable inputs that are significant to the fair value measurement.
The classification of assets and liabilities within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement in its entirety. Proper classification of fair value measurements within the valuation hierarchy is considered each reporting period. The use of different market assumptions or estimation methods may have a material effect on the estimated fair value amounts.

We do not elect the fair value measurement option for any of our financial assets or liabilities.

Recently Issued Accounting Pronouncements

Adopted Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU 2014-09. This ASU supersedes the revenue recognition requirements in Revenue Recognition (Topic 605) and requires entities to recognize revenue when a customer obtains control of promised goods or services and in an amount that reflects the consideration the entity expects to receive in exchange for those goods or services. Subsequent to ASU 2014-09, the FASB issued several related ASUs to clarify the application of the new revenue recognition standard, collectively referred to herein as ASU 2014-09. We adopted the requirements of ASU 2014-09 on January 1, 2019 using the full retrospective approach, as permitted by the standard, resulting in a cumulative adjustment to retained earnings of $265,777 thousand as of January 1, 2017.

The provisions of ASU 2014-09 affected our revenue recognition as follows:

• Application, initiation and other fees are recognized over the term of the franchise contract, rather than upon execution of the contract, and the unamortized portion of these fees is included in deferred revenues in our balance sheets.

• Contract acquisition costs are recognized over the term of the contracts as a reduction to revenue, instead of as amortization expense. This change does not affect net income.

We have not retrospectively restated for contract modifications of franchise contracts that occurred before January 1, 2017. Instead, we have reflected the aggregate effect of all contract modifications when identifying the satisfied and unsatisfied performance obligations, determining the transaction price and allocating the transaction price. The estimated effect of applying this practical expedient is to use a longer period over which to straight line any fixed consideration either received from the customer or paid to the customer, since all fees will be amortized over the full contract term beginning on the date of initial execution, rather than amortizing fees received upon contract modifications prospectively from the contract modification date. We do not anticipate that this effect is material given the insignificance of the fixed consideration compared to the overall consideration we expect to earn over the term of the contract.

See "Prior Period Financial Information" below for the effect of the adoption of ASU 2014-09 on our balance sheet as of December 31, 2018 and our statements of operations and member's equity (deficit) for the years ended December 31, 2018 and 2017.
**Prior Period Financial Information**

The following table presents the effect of the adoption of ASU 2014-09 for the line items affected in our balance sheet:

<table>
<thead>
<tr>
<th>Liabilities and Member’s Equity (Deficit)</th>
<th>December 31, 2018</th>
<th>As Previously Reported</th>
<th>Adoption of ASU 2014-09</th>
<th>As Adjusted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current portion of deferred revenues</td>
<td>$ —</td>
<td>$ 24,259</td>
<td>$ 24,259</td>
<td></td>
</tr>
<tr>
<td>Deferred revenues</td>
<td>172</td>
<td>331,661</td>
<td>331,833</td>
<td></td>
</tr>
<tr>
<td>Total liabilities</td>
<td>25,380</td>
<td>355,920</td>
<td>381,300</td>
<td></td>
</tr>
<tr>
<td>Retained earnings</td>
<td>4,189,802</td>
<td>(355,797)</td>
<td>3,834,005</td>
<td></td>
</tr>
<tr>
<td>Due from Hilton affiliates</td>
<td>(4,044,205)</td>
<td>(123)</td>
<td>(4,044,328)</td>
<td></td>
</tr>
<tr>
<td>Total member's equity (deficit)</td>
<td>155,597</td>
<td>(355,920)</td>
<td>(200,323)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Liabilities and Member’s Equity (Deficit)</strong></td>
<td>180,977</td>
<td></td>
<td>180,977</td>
<td></td>
</tr>
</tbody>
</table>

The following tables present the effect of the adoption of ASU 2014-09 on our statements of operations:

<table>
<thead>
<tr>
<th>Year Ended December 31, 2018</th>
<th>As Previously Reported</th>
<th>Adoption of ASU 2014-09</th>
<th>As Adjusted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise royalty fees</td>
<td>$ 827,061</td>
<td>$ (5,179)</td>
<td>$ 821,882</td>
</tr>
<tr>
<td>Franchise sales and change of ownership fees</td>
<td>71,818</td>
<td>(43,521)</td>
<td>28,297</td>
</tr>
<tr>
<td>Total revenues</td>
<td>904,383</td>
<td>(48,700)</td>
<td>855,683</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization expense</td>
<td>5,179</td>
<td>(5,179)</td>
<td>—</td>
</tr>
<tr>
<td>Total expenses</td>
<td>5,846</td>
<td>(5,179)</td>
<td>667</td>
</tr>
<tr>
<td>Net income</td>
<td>898,447</td>
<td>(43,521)</td>
<td>854,926</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year Ended December 31, 2017</th>
<th>As Previously Reported</th>
<th>Adoption of ASU 2014-09</th>
<th>As Adjusted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Franchise royalty fees</td>
<td>$ 718,849</td>
<td>$ (3,395)</td>
<td>$ 715,454</td>
</tr>
<tr>
<td>Franchise sales and change of ownership fees</td>
<td>67,634</td>
<td>(46,499)</td>
<td>21,135</td>
</tr>
<tr>
<td>Total revenues</td>
<td>787,512</td>
<td>(49,894)</td>
<td>737,618</td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortization expense</td>
<td>3,395</td>
<td>(3,395)</td>
<td>—</td>
</tr>
<tr>
<td>Total expenses</td>
<td>3,653</td>
<td>(3,395)</td>
<td>258</td>
</tr>
<tr>
<td>Net income</td>
<td>783,759</td>
<td>(46,499)</td>
<td>737,260</td>
</tr>
</tbody>
</table>

**Accounting Standards Not Yet Adopted**

In June 2016, the FASB issued ASU No. 2016-13 ("ASU 2016-13"), *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. This ASU significantly changes how entities will account for credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The provisions of this ASU, and subsequent ASUs that were issued to clarify its application, are effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years, and are to be applied using a prospective approach with a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. We will adopt ASU 2016-13 on January 1, 2020. The presentation of credit losses for periods prior to January 1, 2020 will remain unchanged and in accordance with *Receivables (Topic 310)*. We do not expect the adoption of this ASU or its application in future periods to have a material effect on our financial statements.
Note 3: Franchise Contracts

Franchise contracts, net was as follows:

<table>
<thead>
<tr>
<th></th>
<th>December 31,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2018</td>
</tr>
<tr>
<td>Contract acquisition costs</td>
<td>$116,751</td>
<td>$94,301</td>
</tr>
<tr>
<td>Accumulated amortization(^{(1)})</td>
<td>(19,069)</td>
<td>(13,034)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$97,682</strong></td>
<td><strong>$81,267</strong></td>
</tr>
</tbody>
</table>

\(^{(1)}\) Amortization begins on the opening date of the property to which the franchise contract relates or the contract execution date, whichever is later.

Amortization of our franchise costs was $6,065 thousand, $5,179 thousand and $3,395 thousand for the years ended December 31, 2019, 2018 and 2017, respectively.

We estimate future amortization of our franchise contracts, net, as of December 31, 2019 to be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>(in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$7,874</td>
</tr>
<tr>
<td>2021</td>
<td>6,154</td>
</tr>
<tr>
<td>2022</td>
<td>6,154</td>
</tr>
<tr>
<td>2023</td>
<td>6,154</td>
</tr>
<tr>
<td>2024</td>
<td>6,023</td>
</tr>
<tr>
<td>Thereafter</td>
<td>65,323</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$97,682</strong></td>
</tr>
</tbody>
</table>

Note 4: Fair Value Measurements

The fair values of our financial assets and liabilities are estimated to be equal to their carrying values as of December 31, 2019 and 2018.

Note 5: Income Taxes

Certain U.S. territories require the taxation of payments made for franchise licensing and certain other fees to foreign domiciled entities, which includes those in the U.S. The taxation rates for these payments vary by jurisdiction and in some cases may be exempt from any withholding of taxes based on cross-jurisdictional tax relief agreements. In circumstances where we are subject to a tax on payments made for franchise licensing and certain other fees, the franchisee is responsible for the withholding and remittance of these foreign taxes to the local taxing authority. Taxes related to franchise fees are presented as foreign withholding tax expense in our statements of operations and member’s equity (deficit). Taxes that have been withheld that have not been remitted to the local taxing authority are presented as other current liabilities in our balance sheets.

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

Note 6: Commitments and Contingencies

Certain of Hilton's debt obligations, which mature from 2024 to 2030, are unconditionally and irrevocably guaranteed by certain Hilton direct or indirect wholly owned material domestic subsidiaries, which includes us. All of our assets and franchise contracts have been pledged as collateral for the term of the debt agreements. We did not record a guarantee liability related to this guarantee as of December 31, 2019 and 2018, due to the nature of the parent and subsidiary relationship between us and Hilton.

We have entered into an agreement with the owner of a hotel that we will franchise to finance capital expenditures at the hotel. As of December 31, 2019, we had remaining possible cash outlays of $3,460 thousand, which we expect to fund in 2020.
We are involved in various claims and lawsuits arising in the ordinary course of business, some of which include claims for substantial sums. While the ultimate results of claims and litigation cannot be predicted with certainty, we expect that the ultimate resolution of all pending or threatened claims and litigation as of December 31, 2019 will not have a material adverse effect on our financial position, results of operations or cash flows.

Note 7: Related Party Transactions

We maintain intercompany balances with Hilton affiliates, which are the result of Hilton's centralized cash management system. One of these balances relates to franchise deposits, which are collected on our behalf by Hilton affiliates and deposited into a lockbox account to which we have no access. Amounts due from Hilton affiliates related to franchise deposits, if any, are reflected as an asset and are payable to us upon demand. The remaining balances due from Hilton affiliates represent amounts that are not expected to be repaid and are reflected as a component of member's equity (deficit) as of December 31, 2019 and 2018.

Our Parent made a capital contribution of $300 million during the year ended December 31, 2019. This capital contribution is included in capital contribution due from Parent and in contributed capital in our balance sheet as of December 31, 2019.

We have an operator agreement with a Hilton affiliate which entitles the Hilton affiliate to receive a reasonable fee as compensation to be established from time to time. For the years ended December 31, 2019, 2018 and 2017, no compensation was provided to the Hilton affiliate.

Due to their beneficial ownership of Hilton's common stock, affiliates of The Blackstone Group Inc. (formerly known as The Blackstone Group L.P.) ("Blackstone") were considered a related party of the Company until October 1, 2017, when they no longer owned Hilton stock. Blackstone directly and indirectly owns or controls hotels that we franchise and for which we receive fees in connection with the related franchise contracts. Amounts included in our statement of operations and member's equity (deficit) related to these franchise contracts, for the period of time Blackstone was considered a related party, included franchise royalty fees of $17,077 thousand for the year ended December 31, 2017. Additionally, our statement of cash flows included $1,566 thousand of franchise contract acquisition costs for the year ended December 31, 2017.

Note 8: Subsequent Events

We have evaluated all subsequent events through March 16, 2020, the date that the financial statements were available to be issued.
EXHIBIT D
FRANCHISE AGREEMENT

[ENTER HOTEL NAME AND CITY/STATE HERE]
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ADDENDUM TO FRANCHISE AGREEMENT
   [IF KEY MONEY EXHIBIT _ – DEVELOPMENT INCENTIVE NOTE
   [IF APPLICABLE EXHIBIT _ – SHARED FACILITIES ADDENDUM
   [IF JURISDICTION APPLIES EXHIBIT _ – STATE ADDENDA
[ONLY IF NOT A RADIUS] EXHIBIT _ – RESTRICTED AREA MAP
[IF APPLICABLE] EXHIBIT _ – PRODUCT IMPROVEMENT PLAN
FRANCHISE AGREEMENT

This Franchise Agreement is entered between Hilton Franchise Holding LLC ("we," "us," "our" or "Franchisor") and the Franchisee set forth in the Addendum ("you," "your" or "Franchisee"), and 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.

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

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

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

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

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

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

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

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

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

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

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

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

“Force Majeure” means an event causing a delay in our or your performance that is not the fault of or within the reasonable control of the Party claiming Force Majeure. Force Majeure includes fire, floods, natural disasters, Acts of God, war, civil commotion, terrorist acts, any governmental act or regulation beyond such Party’s reasonable control. Force Majeure does not include 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).

“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.


“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 twenty-four (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 our and their respective officers, directors, members, managers, employees, 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, including Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and 28 C.F.R. Part 36.

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

[SELECT FOR ALL BRANDS EXCEPT OL] “Liquidated Damages” has the meaning set forth in Subsections 6.4.4 and 13.4. [SELECT FOR OL] “Liquidated Damages” has the meaning set forth in Subsection 6.4.4.

“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 loose-leaf 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.

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

“Permitted Transfer” means any Transfer by you or your Equity Owners 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 [INSERT FOR RU Packages], fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items that would be required of a new System Hotel under the Manual, and any other [INSERT FOR RU Packages], equipment, furnishings and supplies that we may require for you to operate the Hotel as set out in any PIP applicable to the Hotel.

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

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

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

[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.

“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.

[DELETE FOR OL, PY, UP, UAB] “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.

“Termination Fee” has the meaning set forth in Subsection 13.4.

“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. [INSERT FOR CONVERSION DEALS ONLY
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.

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

3.0 TERM

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

4.0 OUR RESPONSIBILITIES

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

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

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

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,

4.4.2.2 developing and maintaining directories of and Internet sites for

4.4.2.3 developing and maintaining the Reservation Service systems 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, [INSERT FOR RU] Packages and furnishings, which we make available to other System Hotels.

5.0 YOUR RESPONSIBILITIES

5.1 Operational and Other Requirements. You must:

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

5.1.2 operate the Hotel using the System, in compliance with this Agreement and the Standards, and in such a manner to provide courteous, uniform, respectable and high quality lodging and other services and conveniences to the public. You acknowledge 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, 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 not become a Competitor, or permit your Affiliate to become a Competitor, in the upper upscale [INSERT FOR DT, HGI, HWS, PO] upscale [INSERT FOR HAM, HIS, H2, UAB] upper midscale [INSERT FOR RU] 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, [INSERT FOR RU our Package requirements], 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, [INSERT FOR RU the approved Package], 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, [INSERT FOR RU Packages, equipment, furniture, furnishings and supplies. You are solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Hotel Work, 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 [INSERT FOR RU Package, fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items] to meet the then-current Standards. You will make these changes at your sole cost and expense and in the time frame we require.

6.6.2 You may not make any significant changes (including major changes in structure, design or décor) in the Hotel. [INSERT FOR RU As long as they do not change or affect Package]
requirements. 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.

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 ("Management Company") 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 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 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 Monthly Fees. Beginning on the Opening Date, you will pay to us for each month (or part of a month, including the final month you operate under this Agreement) the Monthly Fees, each of which is set forth in the Addendum.

8.2 Calculation and Payment of Fees.

8.2.1 The Monthly Fees will be calculated in accordance with the accounting methods of the then-current Uniform System of Accounts for the Lodging Industry, or as specified by us in the Manual.

8.2.2 The Monthly Fees will be paid to us at the place and in the manner we designate on or before the fifteenth (15th) day of each month and will be accompanied by our standard schedule setting forth in reasonable detail the computation of the Monthly Fees for such month.

8.2.3 We may require you to transmit the Monthly Fees and all other payments required under this Agreement by wire transfer or other form of electronic funds transfer and to provide the standard schedule in electronic form. You must bear all costs of wire transfer or other form of electronic funds transfer or other electronic payment and reporting.
8.2.4 In the event of fire or other insured casualty that results in a reduction of Gross Rooms Revenue [INSERT ONLY FOR HFS 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.

8.2.5 [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.

8.3 Other Fees. You will timely pay all amounts due us or any of our Affiliates for any invoices or for goods or services purchased by or provided to you or paid by us or any of our Affiliates on your behalf.

8.4 Taxes. If a Gross Receipts Tax is imposed on us or any of our Affiliates based on payments made by you related to this Agreement, then you must reimburse us or the affected Affiliates for such Gross Receipts Tax to ensure that the amount we or our Affiliates retain, after paying the Gross Receipts Tax, equals the net amount of the payments you are required to pay us or our Affiliates had such Gross Receipts Tax not been imposed. You are not required to pay income taxes payable by us or any of our Affiliates as a result of our net income relating to fees collected under this Agreement.

8.5 Application of Fees. We may apply any amounts received from you to any amounts due under this Agreement.

9.0 PROPRIETARY RIGHTS

9.1 Our Proprietary Rights.

9.1.1 You will not contest, either directly or indirectly during or after the Term:

9.1.1.1 our (and/or any of our Affiliates’) ownership of, rights to and interest in the System, Brand, Marks and any of their elements or components, including present and future distinguishing characteristics and agree that neither you nor any design or construction professional engaged by you may use our Standards, our Manual or your approved Plans and Designs for any hotel or lodging project other than the Hotel;

9.1.1.2 our sole right to grant licenses to use all or any elements or components of the System;

9.1.1.3 that we (and/or our Affiliates) are the owner of (or the licensee of, with the right to sub-license) all right, title and interest in and to the Brand and the Marks used in any form and in any design, alone or in any combination, together with the goodwill they symbolize; or

9.1.1.4 the validity or ownership of the Marks.

9.1.2 You acknowledge that these Marks have acquired a secondary meaning or distinctiveness which indicates that the Hotel, Brand and System are operated by or with our approval. All improvements and additions to, or associated with, the System, all Marks, and all goodwill arising from your use of the System and the Marks, will inure to our benefit and become our property (or that of our applicable Affiliates), even if you develop them. [SELECT FOR UAB, PO: You acknowledge that the following Principal Mark owned by us is still pending federal registration as of the Effective Date:
9.1.3 You agree not to directly or indirectly dilute the value of the goodwill attached to the Marks, the Brand or the System. You will not apply for or obtain any trademark or service mark registration of any of the Marks or any confusingly similar marks in your name or on behalf of or for the benefit of anyone else. You acknowledge that you are not entitled to receive any payment or other value from us or from any of our Affiliates for any goodwill associated with your use of the System or the Marks, or any elements or components of the System.

9.2 Trade Name, Use of the Marks.

9.2.1 Trade Name.

9.2.1.1 The Hotel will be initially known by the Trade Name set forth in the Addendum. We may change the Trade Name, the Brand name and/or any of the Marks (but not the Principal Mark), or the way in which any of them (including the Principal Mark) are depicted, at any time at our sole option and at your expense. You may not change the Trade Name without our specific prior written consent.

9.2.1.2 You acknowledge and agree that you are not acquiring the right to use any business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, service marks, symbols, trademarks, trade dress, trade names or any other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.

9.3 Use of Trade Name and Marks. You will operate under the Marks, using the Trade Name, at the Hotel. You will not adopt any other names or marks in operating the Hotel without our approval. You will not, without our prior written consent, use any of the Marks, or the word “Hilton,” or other Network trademarks, trade names or service marks, or any similar words or acronyms, in:

9.3.1 your corporate, partnership, business or trade name;

9.3.2 any Internet-related name (including a domain name);

9.3.3 or any business operated separately from the Hotel, including the name or identity of developments adjacent to or associated with the Hotel.

9.4 Trademark Disputes.

9.4.1 You will immediately notify us of any infringement or dilution of or challenge to your use of any of the Marks and will not, absent a court order or our prior written consent, communicate with any other person regarding any such infringement, dilution, challenge or claim. We will take the action we deem appropriate with respect to such challenges and claims and have the sole right to handle disputes concerning use of all or any part of the Marks or the System. You will fully cooperate with us and our applicable 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 sign any documents we or our applicable Affiliate believe are necessary to prosecute, defend or settle any dispute or obtain protection for the Marks and the System and will assign to us any claims you may have related to these matters. Our decisions as to the prosecution, defense or settlement of the dispute will be final. All recoveries made as a result of disputes regarding use of all or part of the System or the Marks will be for our account.

9.5 Web Sites.

9.5.1 You may not register, own, 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.

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 [SELECT FOR OL] or a Termination Fee. 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
[SELECT FOR OL] or a Termination Fee 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 DT, ES, H2, HAM, HFS, HGI, HWS, PO, PY, RU, UAB] 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.
We will permit you or any Equity Owner to engage in the following Permitted Transfers 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 50% Change. An Equity Interest that is not publicly traded may be Transferred if the transferee Equity Owner will own less than fifty percent (50%) of the Equity Interests, in total, immediately after the transaction(s) as a result of the transaction(s).

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 our then current nonrefundable processing fee; [DELETE OPTION FOR RL] [INSERT FOR ND: provided, however, we agree to waive the processing fee for one (1) Permitted Transfer if it occurs before the Opening Date]; [INSERT FOR COO: provided, however, we agree to waive the processing fee for one (1) Permitted Transfer if it occurs within twelve months after the Closing/Effective 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: (a) the transfer on death is to an immediate family member or to a legal entity formed by such family member(s); and (b) within one (1) year after the death, such family member(s) or entity meet all of our then-current requirements for an approved Transferee.

12.2.2 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 fulfill this obligation. You must agree to escrow the estimated amounts due to us if we agree to execute any documents pursuant to Standard Operating Procedure 50 10 5(I) (or any equivalent or successor) of the United States Small Business Administration in connection with a Closing. 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
written 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 written 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.

[SELECT THE APPROPRIATE SUBPARAGRAPH 13.4; DELETE ALL HIGHLIGHTED LANGUAGE AND UPDATE TABLE OF CONTENTS]

[SELECT FOR DT, ES, H2, HAM, HFS, HGI, HWS, PY, QQ, PO, UAB, RU, UP]

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 [DELETE IF COO/RL/CV and insert: INTENTIONALLY DELETED] 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, ES, H2, HAM, HFS, HGI, HWS the System’s Average Monthly Royalty Fees multiplied by sixty (60). [SELECT FOR PY, QQ $11,200 multiplied by the number of approved Guest Rooms at the Hotel. [SELECT FOR PO, UAB, RU, UP $10,000 multiplied by the number of approved Guest Rooms at the Hotel.

13.4.1.2 [DELETE IF COO/RL/CV and insert: INTENTIONALLY DELETED] 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, ES, H2, HAM, HFS, HGI, HWS the System’s Average Monthly Royalty Fees multiplied by sixty (60). [SELECT FOR PY, QQ $11,200 multiplied by the number of approved Guest Rooms at the Hotel. [SELECT FOR PO, UAB, RU, 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, ES, H2, HAM, HFS, HGI, HWS 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 PY, 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 PO, UAB, RU, 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.

[SELECT FOR OL]

13.4 Termination Fee on Termination

13.4.1 Termination Fee. You agree that if this Agreement is terminated by us under this Section 13, you will pay a termination Fee equal to:

(a) $15,000 multiplied by the number of approved guest Rooms at the Hotel if termination occurs (i) 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 construction operation of a hotel, motel, inn, or similar facility at the Hotel Site within one (1) year after termination, or (ii) 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:

(b) The greater of: (i) the Hotel's Average Monthly Royalty Fees multiplied by sixty (60); or (ii) an amount equal to $15,000 multiplied by the number of approved Guest Rooms at the Hotel, if termination occurs after the Opening Date but before the second anniversary of the Opening Date; or

(c) The Hotel's Average Monthly Royalty Fees (i) multiplied by sixty (60) if termination occurs after the second anniversary of the Opening Date but before the final sixty (60) calendar months of the Term, or (ii) multiplied by the number of months remaining in the Term if there are fewer than sixty (60) months remaining in the Term on the date of termination.

You acknowledge and agree that this Termination Fee is an agreed fee and does not represent a penalty or liquidated damages. You further acknowledge and agree that this Termination Fee does not constitute or create, expressly or impliedly, any right or option for you to terminate this Agreement before the Expiration Date.

13.4.2. Payment of Termination Fee. You must pay the Termination Fee within (30) days after termination of this Agreement or on demand.

13.5 Actual Damages Under Special Circumstances. [SELECT FOR ALL BRANDS EXCEPT OL] 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: [SELECT FOR OL] You agree that we may elect to seek actual damages in lieu of the Termination Fee under Section 13.4 above, in our sole and absolute discretion, under the following circumstances:
13.5.1 within twelve (12) months of each other, [SELECT FOR DT, ES, HFS, OL, PY, QQ] two (2) [SELECT FOR HGI, H2, HWS, PO, UP] five (5) [SELECT FOR HAM, HIS, RU, UAB] 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.

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 state 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 county and state where the Hotel is located. You consent to personal jurisdiction and venue in each of these jurisdictions and waive, and agree not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

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.

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 Franchise Holding LLC, Attention: General Counsel, 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. 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 overnight United States Mail; or (c) three (3) days after placement in United States certified mail, 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 designated for your PLC, or to the email address for other persons you designate for these notices.

16.8 General Release. With the exception of claims related to representations contained in the franchise disclosure document for the Brand, you, on your own behalf and on behalf of, as applicable, your officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby 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 on or 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 state in which you are organized, and are and will be authorized to do business in the state 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.


16.13.1 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 United States, 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.

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. [SELECT FOR ALL BRANDS EXCEPT OL] 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 FOR OL] THE PARTIES ACKNOWLEDGE THAT ANY LIQUIDATED DAMAGES OR TERMINATION FEE PAYABLE BY YOU UNDER THIS
AGREEMENT (WHETHER PRE-OPENING LIQUIDATED DAMAGES OR A TERMINATION FEE FOR EARLY TERMINATION) ARE NOT PUNITIVE OR EXEMPLARY DAMAGES.

18.0 ACKNOWLEDGEMENT OF EXEMPTION

You represent and acknowledge that:

18.1 The franchise sale is for more than One Million One Hundred Forty-Three Thousand One Hundred Dollars ($1,143,100) - excluding the cost of unimproved land and any financing received from Franchisor or an Affiliate - and thus is exempted from the Federal Trade Commission’s Franchise Rule disclosure requirements, pursuant to 16 C.F.R. 436.8(a)(5)(i); and at least one person has invested One Million One Hundred Forty-Three Thousand One Hundred Dollars ($1,143,100) in the Hotel or the Hotel Site; or

18.2 You and/or your Affiliates have been in business for at least five (5) years and have a net worth of at least Five Million Seven Hundred Fifteen Thousand Five Hundred Dollars ($5,715,500) and this franchise sale is thus exempt from disclosure requirements within the meaning of 16 C.F.R. 436.8(a)(5)(ii); and

18.3 As a result, this franchise sale is exempt under federal and state franchise law.

[SELECT THE APPROPRIATE PARAGRAPH 19; DELETE ALL HIGHLIGHTED LANGUAGE AND UPDATE TABLE OF CONTENTS]

19.0 NOTICE OF INTENT TO MARKET

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.

19.0 RIGHT OF FIRST OFFER

19.1 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.

19.2 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).

19.3 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.

19.4 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.

19.5 If you do not accept Our Offer, or it is deemed rejected, or we waive our right to make an offer, for two hundred seventy (270) days (the “270-day Period”), you or a Controlling Affiliate may Transfer the Marketed Interest to a third party for a price greater than and/or on more favorable terms than the price and terms stated in Our Offer, but you or a Controlling Affiliate must comply with the Transfer provisions in Section 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 19.

[INCLUDE ONLY IF KEY MONEY GRANTED / DELETE OTHERWISE AND UPDATE TOC]

20.0 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. We will pay to you [_______ Dollars ($__) as a development incentive within thirty (30) days after you open the Hotel with our consent if: (a) there have been no material adverse changes in your business, finances, legal, litigation, or bankruptcy status since approval; (b) you have completed any PIP; and (c) you paid the Franchise Application Fee.

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.
ADDENDUM TO FRANCHISE AGREEMENT

Effective Date: [ ]

Facility Number: [ ]

Franchisor Name: HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

Brand: [SELECT:

Canopy, 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 “Canopy” or “Hilton” as any part of their brand name.

Canopy 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 “Canopy” or “Hilton” as any part of their brand name.

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.

Embassy Suites, 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 “Embassy,” “Suites,” or “Hilton” as any part of their brand name.

Embassy 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 “Embassy,” “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.

**Hilton Garden Inn**, 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 chains of hotels that include the word “Hilton” as any part of their brand name.

**Home2 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 “Home,” “Suites,” or “Hilton” as any part of their brand name.

**Homewood 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 “Home,” “Suites,” or “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.

**Motto 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 “Motto” 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.

**Tempo 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 chains of
hotels that include the word “Tempo” or “Hilton” as any part of their brand name.

**Tru 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 “Tru” or “Hilton” as any part of their brand name.

---

Initial Approved Hotel Name (Trade Name):

Principal Mark in Brand:

- [SELECT:]
  - Canopy
  - Curio
  - DoubleTree
  - Embassy
  - Hampton
  - **SELECT FOR HFS HGI:** Hilton
  - Home2
  - Homewood
  - LXR
  - Motto™
  - Tapestry
  - Tempo™
  - Tru

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 HGI H2 HWS PO RU UAB:** Due fifteen (15) months from the Effective Date
  - **DT ES HFS OL PY QQ UP:** Due Sixteen (16) months from the Effective Date
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 H2 RU UAB: Due twenty-seven (27) months from the Effective Date]
[HG1 HWS PO: Due thirty (30) months from the Effective Date]
[DT ES HFS OL PY 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 HGI H2 HWS PO UAB RU: twenty-two (22) years from the [SELECT: Effective Date] [Opening Date] [DT ES HFS OL PY 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 ES HAM HFS HGI OL PO PY QQ RU UP UAB: Four percent (4%) of the Hotel's Gross Rooms Revenue (“GRR”) for the preceding calendar month.
[SELECT FOR HWS/H2: Three and one-half percent (3.5%) 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 H2 OL PO PY QQ RU UP UAB:
Five percent (5%) of the Hotel’s GRR for the preceding calendar month

BUT IF UAB, USE THE FOLLOWING FOR THE FIRST 10 APPROVED APPLICATIONS. DO NOT USE FOR ANY AFTER THE FIRST 10:

Three percent (3%) of the Hotel’s GRR for the preceding calendar month for the first twenty four (24) full calendar months after the Opening Date (Years 1 and 2); and

Four percent (4%) of the Hotel’s GRR for the preceding calendar month for the second twenty four (24) full calendar months after the Opening Date (Years 3 and 4); and

Five percent (5%) of the Hotel’s GRR for the preceding calendar month for the remainder of the Term.

Monthly Royalty Fee:

[SELECT FOR ES HGI HWS:
Five and one-half percent (5.5%) of the Hotel’s GRR for the preceding calendar month

BUT IF ES HWS NEW DEVELOPMENT/CONVERSION, USE THE FOLLOWING:

Three and one-half percent (3.5%) of the Hotel’s GRR for the preceding calendar month for first twelve (12) full calendar months after the Opening Date (Year 1).

Four and one-half percent (4.5%) of the Hotel’s GRR for the preceding calendar month for second twelve (12) full calendar months after the Opening Date (Year 2).

Five and one-half percent (5.5%) of the Hotel’s GRR for the preceding calendar month for the remainder of the Term.

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

Four percent (4%) of the Hotel’s GRR for the preceding calendar month, until and including [insert date that is the day before the 25th anniversary of the date the Hotel first began operating as a System Hotel], then increasing to six percent (6%) of the Hotel’s GRR for the preceding calendar month for the remainder of the Term.
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.

[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 Work Completion Date, 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/Sublesso of the Hotel or Hotel Site:

See Attached Schedule 2

**[IF KEY MONEY EXHIBIT _ – DEVELOPMENT INCENTIVE NOTE**

**[IF JURISDICTION APPLIES EXHIBIT _ – STATE ADDENDA**

**[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:

[INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]

By: ____________________________
Name: __________________________
Title: __________________________
Executed on: ____________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

By: ____________________________
Name: __________________________
Title: __________________________
Executed on: ____________________
### Schedule 1

**Your Ownership Structure:**

<table>
<thead>
<tr>
<th>Name (Shareholder, Partner, Member and Manager)</th>
<th>Nature of Ownership</th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
</tr>
</thead>
</table>


SCHEDULE 2

Ownership Structure of Affiliate Fee Owner or Lessor/Sublessor of the Hotel or Hotel Site:

<table>
<thead>
<tr>
<th>Name (Shareholder, Partner, Member and Manager)</th>
<th>Nature of Ownership Interest</th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
<th>%</th>
</tr>
</thead>
</table>


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) ___ hotel located or to be located at __ ("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) ___ hotel located or to be located at __ ("[Insert Brand #2 Hotel]").

You requested that the Hotel and the ___ Hotel (collectively, "Sharing Hotels"), which are __, 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 to jointly utilize the Shared Facilities identified during our review and approval of the Plans and Designs for the Hotel and the ___ Hotel.

2) Our consent is contingent upon you (or your Affiliate) executing a Shared Facilities Addendum to the ___ 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 ___ Agreement;
   c) either the Agreement or the ___ 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), the ___ Hotel Site, or the ___ 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.
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.

FRANCHISEE: [INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]
FRANCHISOR: HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

By: ___________________________ By: ___________________________
Name: _________________________ Name: _________________________
Title: __________________________ Title: Authorized Signatory

Executed on: _____________________ Executed on: _____________________
Exhibit D-1
1. The first sentence of Subsection 16.2.1 of the Franchise Agreement is amended to read as follows:

“The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York, except as otherwise required by the Illinois Franchise Disclosure Act, without recourse to New York choice of law or conflicts of law principles.”

2. Subsection 16.2.2 of the Franchise Agreement concerning jurisdiction and venue shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.

3. Subsection 17.1 of the Franchise Agreement, containing a waiver of jury trial, shall not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act.

4. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois franchisees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ________________________________
Name: ________________________________
Title: ________________________________
Executed on: _________________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________
MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

1. The general release language contained in Subsection 16.8 of the Franchise Agreement shall not relieve the Franchisor or any other person, directly or indirectly, from liability under the Maryland Franchise Registration and Disclosure Law.

2. The laws of the State of Maryland may supersede the Franchise Agreement, including Section 13, concerning termination and Section 3, concerning renewal of the License.

3. Subsection 16.2.2 is amended to provided that a franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the License.

4. The following sentence is added at the end of Section 16.5.1 of the Franchise Agreement (Amendment and Waiver):

“This waiver is not intended to act nor will it act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ______________________________
Name: ______________________________
Title: ______________________________
Executed on: ________________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________
MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. Section 3 and Section 13 are amended to provide that Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

2. Under Minnesota law, Franchisor must indemnify Franchisee against liability to third parties resulting from claims by third parties that Franchisee’s use of Franchisor’s trademarks infringes trademark rights of the third party. Under Subsection 9.4, Franchisor does not indemnify Franchisee against the consequences of Franchisee’s use of Franchisor’s trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim and tender the defense of the claim to Franchisor within ten (10) days after the claim is asserted. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. In compliance with Minnesota Rule 2860.4400J, Subsection 9.6.2 of the Franchise Agreement is amended as follows:

The first sentence is amended to read: “If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the Term, we and any of our applicable Affiliates, along with the successors and assigns of each, will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we and our Affiliates may have at law.” The second sentence is deleted in its entirety.

4. The first sentence of Subsection 16.2.1 of the Franchise Agreement is amended to read as follows:

“The Parties agree that, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, this Agreement will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles, provided, however, that this Section shall not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.”

5. The following language will appear at the end of Subsection 16.2.2 of the Franchise Agreement:

“Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.”

6. Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. Subsection 13.4 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

“Damages Upon Termination By Us. If we terminate the Agreement under Subsection 13.1 or 13.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 13.6, 9.6, 10.3 and Section 14 and other damages suffered by us arising out of your breach or default.”
7. The following language will appear at the end of Subsection 16.8 of the Franchise Agreement:

“Minnesota Rule 2860.4400D prohibits Franchisor from requiring a Franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota franchise law. This Subsection 16.8 does not require you to assent to any release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 08C.01 to 80C.22, as amended, which also provides that the voluntary settlement of disputes is not barred.”

8. Minn. Rule 2860-4400J prohibits waiver of a jury trial. Subsection 17.1 of the Franchise Agreement is deleted in its entirety.

FRANCHISEE: [INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]

FRANCHISOR: HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

By: ________________________________                      By: ________________________________
Name: ________________________________                          Name: ________________________________
Title: ________________________________                           Title: ________________________________
Executed on: ___________________________
NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document or Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold under the laws of the State of New York:

1. Subsection 9.6 of the Franchise Agreement requiring you to consent to the entry of an injunction is amended to provide that you consent to the seeking of such an injunction.

2. Subsection 16.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of New York concerning franchising.

FRANCHISEE: [INSERT FRANCHISEE ENTITY], a [INSERT TYPE OF ENTITY]

By: ________________________________
Name: ________________________________
Title: ________________________________
Executed on: ________________________

FRANCHISOR: HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________
NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Subsection 16.2.1 is amended to provide that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.

2. Subsection 16.2.2 is amended to provide that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.

3. Subsection 13.4 of the Franchise Agreement is hereby deleted in its entirety, and replaced by the following:

   Damages Upon Termination By Us. If we terminate the Agreement under Subsection 13.1 or 13.2 above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subsections 9.6, 10.3, 13.6, and Section 14 and other damages suffered by us arising out of your breach or default.

4. Subsection 17.1, which requires you to waive your right to a trial by jury, is deleted in its entirety.

5. Subsection 17.2, which requires you to waive your right to exemplary and punitive damages is deleted in its entirety.

6. Subsection 16.8 is amended to provide that no release language set forth in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws of the State of North Dakota concerning franchising.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ____________________________
Name: ____________________________
Title: ____________________________
Executed on: ______________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ____________________________
Name: ____________________________
Title: ____________________________
RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all Franchise Agreements offered and sold in the State of Rhode Island:

1. Subsection 16.2.1 is amended to provide that any provision in the Franchise Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted.

2. Subsection 16.2.2 is amended to provide that Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ______________________________
Name: ______________________________
Title: ______________________________
Executed on: _________________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________
WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

1. Sections 3 and 13 are amended to provide that if any of the provisions in the Franchise Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the “Act”) (including areas of termination and renewal of your franchise), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document or Franchise Agreement with regard to any franchise sold in Washington.

2. Section 12 is amended to provide that transfer fees are collectable to the extent that they reflect Franchisor’s reasonable estimated or actual costs in effecting a transfer.

3. Subsection 16.2.1 is amended to provide that in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. Subsection 16.8 is amended to provide that a release or waiver of rights executed by a Franchisee will not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel.

5. Subsection 17.1 is amended to provide that provisions which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

8. RCW 49.62.060 prohibits us from restricting, restraining, or prohibiting you from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

FRANCHISEE:

[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ________________________________
Name: ______________________________
Title: ______________________________
Executed on: ________________________

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC,
a Delaware limited liability company

By: ________________________________
Name: ______________________________
Title: ______________________________
EXHIBIT D-2
DEVELOPMENT INCENTIVE NOTE

McLean, Virginia

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 (a): Maker opens the Hotel with our consent; (b) there have been no material adverse changes in the business, legal, litigation, bankruptcy status or finances of the Maker, any guarantors, or the project since approval; (c) Maker has completed any PIP; and (d) Maker has paid the Franchise Application Fee. 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, 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
[INSERT FRANCHISEE ENTITY],
a [INSERT TYPE OF ENTITY]

By: ________________________________

Name: ________________________________

Title: ________________________________

Executed on: ________________________________

[REQUIRED IF PRINCIPAL OF NOTE IS $1,000,000 OR MORE:
Co-Maker
[INSERT ENTITY],
a [INSERT TYPE OF ENTITY]

By: ________________________________

Name: ________________________________

Title: ________________________________

Executed on: ________________________________
EXHIBIT E
GUARANTY OF FRANCHISE AGREEMENT

[Insert Hotel Name]

THIS GUARANTY OF FRANCHISE AGREEMENT (“Guaranty”) is executed as of \[Date\] (“Effective Date”) by \[Insert Name\], a \[Insert Type\] (“Guarantor”), in favor of HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company (“Franchisor”), as consideration of and as an inducement to Franchisor to execute the franchise agreement with an Effective Date of \[Date\] (referred to in this Guaranty collectively, along with all applicable amendments, addenda, riders, supplemental agreements and assignments, as the “Franchise Agreement”) between Franchisor and \[Insert Name\], a \[Insert Type\] (“Franchisee”). Capitalized terms not otherwise defined in this Guaranty shall have the same meaning as in the Franchise Agreement. Guarantor agrees as follows:

1. Guaran\[y.\] Guarantor hereby unconditionally and irrevocably guaranties to Franchisor:
   (a) the full and prompt payment of all sums owed by Franchisee to Franchisor and to Franchisor’s Affiliates under the Franchise Agreement and otherwise relating to the Hotel, including, but not limited to, all fees and charges, interest, default interest, and other costs and fees (including, without limitation, attorneys’ fees in connection with enforcement of the Franchise Agreement; and (b) the performance of all other obligations of Franchisee arising under the Franchise Agreement (collectively, the “Obligations”). On default by Franchisee and notice from Franchisor to Guarantor, Guarantor will immediately make payment in full of all past due amounts owing to Franchisor or Franchisor’s Affiliates, and perform each Obligation of Franchisee.

2. Possible Termination of Guaranty. Franchisor will offer Guarantor its then-current standard form termination of guaranty agreement releasing Guarantor from future Obligations under this Guaranty if the following conditions are met: (a) Franchisor receives a copy of the deed evidencing that Franchisee owns fee simple title to the real property on which the Hotel is or will be sited or a copy of a ground lease to which Franchisee is a party with an unrelated third-party ground lessor for a term at least equal to the term of the Franchise Agreement; (b) Guarantor sends a written request to Franchisor to terminate the Guaranty; and (c) at the time of Guarantor’s request, Franchisee is in good standing under the Franchise Agreement and has not been in default under the Franchise Agreement at any time during the twenty-four (24) month period before Guarantor’s request.

3. Waivers of Certain Rights and Defenses. Each Guarantor waives: (a) any right Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of Guarantor’s liability under this Guaranty; (b) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of Guarantor’s execution of and performance under this Guaranty; (c) any law or statute which requires that Franchisor make demand on, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others before making any demand on, collecting from or taking any action against Guarantor under or with respect to this Guaranty; and (d) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

4. Information Requests. Guarantor must deliver to Franchisor: (a) complete and current financial information about Guarantor as Franchisor may reasonably request; and (b) any other information about Guarantor that Franchisor reasonably requests.


(a) Each Guarantor jointly and severally holds harmless, and agrees to defend, protect, and indemnify Franchisor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys’ fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantors and any other persons or entities.
(b) Franchisor may assign this Guaranty without in any way affecting Guarantor’s liability. This Guaranty will inure to the benefit of Franchisor and its successors and assigns and will bind Guarantor and Guarantor’s heirs, executors, administrators, successors, and assigns.

(c) Notices must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid United States Mail, overnight, registered or certified, with return-receipt requested, to the following addresses:

If to Franchisor: Hilton Worldwide
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102

If to Guarantor: INSERT Name and Address

If Guarantor wants to change the notice address set forth above, Guarantor shall notify Franchisor in writing in accordance with the delivery procedure set forth in this Subsection 5(c). A Notice will be deemed effective on the earlier of: (i) receipt or first refusal of delivery; (ii) one (1) day after posting if sent by overnight commercial delivery service or overnight United States Mail; or (iii) three (3) days after placement in the United States Mail if overnight delivery is not available to the Notice address.

(d) Guarantor represents, warrants and covenants to Franchisor, including its directors, officers, senior management, shareholders and other persons having a controlling interest in Guarantor: (i) is not, and, to your actual or constructive knowledge, is not owned or controlled by, or acting on behalf of, Sanctioned Persons or, to Guarantor’s actual knowledge, otherwise the target of Trade Restrictions; (ii) have not and will not obtain, receive, transfer or provide any funds, property, debt, equity or other financing related to the Franchise Agreement and the Hotel or Hotel Site to/from any entity that qualifies as a Sanctioned Person or, to your actual or constructive knowledge, is otherwise the target of any applicable Trade Restrictions; (iii) Guarantor is familiar with the provisions of applicable Anti-Corruption Laws and shall comply with applicable Anti-Corruption Laws in performance of its obligations under or in connection with this Guaranty or the Franchise Agreement; (iv) any funds received or paid in connection with entry into or performance of this Guaranty have not been and will not be derived from or commingled with the proceeds of any activities that are proscribed and punishable under the criminal laws of the United States, and that Guarantor is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable Anti-Corruption Laws; (v) in preparation for and in entering into this Guaranty, Guarantor has not made any Improper Payment or engaged in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with this Guaranty or the performance of Guarantor’s obligations under this Guaranty, you will not directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws, and, in connection with Guarantor’s obligations under this Guaranty, you will not directly or indirectly make, offer to make, or authorize any Improper Payment or engage in any acts or transactions otherwise in violation of any applicable Anti-Corruption Laws; (vi) except as otherwise disclosed in writing to Franchisor, neither Guarantor, nor, to your actual or constructive knowledge, any of its direct or indirect shareholders (including legal or beneficial shareholders), officers, directors, employees, agents or other persons designated by you to act on your own behalf or receive any benefit under this Guaranty, is a Government Official; (vii) any statements, oral, written, electronic or otherwise, that Guarantor submits to Franchisor or to any third party in connection with the representations, warranties, and covenants described in this Subsection 5(d) are truthful and accurate and do not contain any materially false or inaccurate statements; (viii) Guarantor will make reasonable efforts to assure that its respective appointed agents in relation to this Guaranty comply in all material respects with the representations, warranties, and covenants described in this Subsection 5(d); and (ix) will notify Franchisor in writing immediately on it actual or constructive knowledge, the occurrence of any event which would render the foregoing representations and warranties of this Subsection 5(d) incorrect.

(e) Each Guarantor warrants and represents to Franchisor that Guarantor has the requisite power to execute, deliver and perform the terms and provision of this Guaranty, and that this Guaranty is a valid, binding and legally enforceable obligation of each Guarantor in accordance with its terms.
(f) If there is more than one Guarantor named in this Guaranty, any reference to Guarantor will mean any one or all Guarantors. Each Guarantor agrees that all obligations of each Guarantor are joint and several.

(g) No failure or delay on Franchisor’s part in exercising any power or privilege under this Guaranty will impair any such power, right or privilege or be construed as a waiver of its rights under this Guaranty.

(h) If any provision of this Guaranty is determined by a court of competent jurisdiction to be unenforceable, all of the other provisions will remain effective.

(i) This Guaranty embodies the entire agreement between Franchisor and Guarantor with respect to the matters set forth in this Guaranty and supersedes all prior agreements with respect to the matters set forth in this Guaranty.

6. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, this Guaranty and any and all disputes relating to this Guaranty will be governed by the laws of the State of New York without recourse to New York choice of law or conflicts of law principles; provided, however, that nothing in this Section is intended to invoke the application of any franchise, business opportunity, antitrust, “implied covenant,” unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Section 6.

7. Jurisdiction and Venue. The parties agree that any action related to this Guaranty shall be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or, if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or in the county or state where the Hotel is located. Guarantor consents to personal jurisdiction and venue in each of these jurisdictions and waives and agrees not to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate.

8. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTY.

GUARANTOR ACKNOWLEDGES THAT GUARANTOR WAS AFFORDED THE OPPORTUNITY TO READ THIS GUARANTY AND TO REVIEW IT WITH AN ATTORNEY OF GUARANTOR’S CHOICE BEFORE SIGNING.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the Effective Date.

GUARANTOR:

By: ____________________________

Name: __________________________

Title: __________________________
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.

HILTON FRANCHISE APPLICATION

This franchise application (“Application”) includes the following:

- Instructions for Submitting an Application
- Part 1 - Application Checklist
- Part 2 - Application Letter
- Part 3 - Application Form

Instructions for Submitting an Application:

1. Have a required signer for the Applicant access the current Franchise Disclosure Document (“Disclosure Document”) for the applicable brand through the E-Disclosure procedure and complete the procedure by clicking “Submit” on the Electronic Receipt page. If Applicant received a paper version of the Disclosure Document, have a required signer for the Applicant sign and date the “Receipt” page at the end of the Disclosure Document and return it immediately by mail to your development representative.

2. All information must be legible and in English. Please type or print the information. For your convenience, the Application may be filled out electronically, saved and printed.

3. Attach supporting documents/information indicated in the Application Checklist. If the Application is not completed and/or supporting documentation is not attached, you must include an explanation of why the Application is not completed or the supporting documentation is not attached.

4. Applicant must be a natural person or an existing legal entity. You must provide a complete organizational chart up to the ultimate owning entity/entities and the ultimate individual owners of the Applicant.

5. Applicant must pay the franchise application fee (“Franchise Application Fee”) by check or wire transfer when the Application is submitted or promptly after expiration of the waiting period specified below. Please confirm the amount of your franchise application fee with your Developer.

NOTE: APPLICANT SHOULD NOT SUBMIT PAYMENT OF THE FRANCHISE APPLICATION FEE UNTIL AT LEAST THE DAY AFTER THE 14TH FULL CALENDAR DAY FOLLOWING THE DATE APPLICANT RECEIVED THE DISCLOSURE DOCUMENT IN PAPER FORM OR THROUGH THE E-DISCLOSURE PROCEDURE.

NOTE: Applicant must also pay a Property Improvement Plan (“PIP”) fee if the Application is for a Conversion, Relicensing or Change of Ownership.
Required Signatures:

The Application Letter must be signed and dated by the Applicant, or on behalf of the Applicant, by a person or persons with the capacity and authority to do so. The signatures required for valid execution of the Application Letter may vary depending on the laws under which the Applicant is established or resident. These laws must be complied with. Our minimum requirements for signatures are as follows:

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Signers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual(s)</td>
<td>Each Individual</td>
</tr>
<tr>
<td>Corporate Entity</td>
<td>President, Vice President or other authorized officer</td>
</tr>
<tr>
<td>General Partnership</td>
<td>Each General Partner</td>
</tr>
<tr>
<td>Limited Partnership</td>
<td>Any General Partner</td>
</tr>
<tr>
<td>Limited Liability Company</td>
<td>Managing Member(s) or other authorized Member(s)</td>
</tr>
<tr>
<td>Trust</td>
<td>Trustee(s)</td>
</tr>
<tr>
<td>Estate</td>
<td>Executor or Administrator</td>
</tr>
</tbody>
</table>
Part 1: Application Checklist

The following items must be included for the Application to be complete. We reserve the right to request additional information as we consider appropriate:

- Disclosure Document Receipt **signed and dated** or **submitted electronically** by Applicant (see page 1), if applicable.
- Application Letter **signed and dated** by Applicant, with completed Application pages.
- Franchise Application Fee dated and/or received no earlier than the day after the **14th full calendar day** after the date the Applicant received the Disclosure Document. Example: If you receive the Disclosure Document on January 1st, then the **earliest** you may pay the Franchise Application Fee will be 15 days after that date, on January 16th.
- A certification of formation or similar document evidencing the Applicant Entity’s status in the jurisdiction of formation.
- Complete Ownership Structure Form for Applicant and its underlying ownership entities.
- Complete Ownership Structure Form for fee title holder or lessor/sublessor of Hotel/Hotel Site if related to Applicant.
- Market or feasibility study, if available, or on request.
- Site Control Document and all amendments (e.g., recorded deed, recorded ground lease, recorded purchase option, binding letter of intent, binding purchase agreement) in the name of Applicant or its affiliate.
- Site Plan, Aerial and Location Map with site identified (consult your Developer for site plan requirements).
- List of hotels owned or managed by Applicant.

**CONVERSION PROJECTS** In addition to the above, include the following items:

- Conversion Indemnity Letter (if applicable)
- 3 Years’ Hotel Operating Statistics (Summary Statement)
Part 2:
Application Letter

<table>
<thead>
<tr>
<th>Name of Applicant:</th>
<th>(“Applicant”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>(“Location”)</td>
</tr>
</tbody>
</table>

**Brand (check one):**

- Canopy by Hilton
- Conrad
- Curio Collection by Hilton
- DoubleTree by Hilton
- DoubleTree Suites by Hilton
- Embassy Suites
- Hampton Inn by Hilton
- Hampton Inn & Suites by Hilton
- Hilton Garden Inn
- Home2 Suites by Hilton
- Homewood Suites by Hilton
- LXR
- Motto by Hilton
- Tempo by Hilton
- Tru by Hilton
- Waldorf Astoria

This franchise application letter (“Application Letter”) is provided to Hilton Franchise Holding LLC (“Franchisor”), a subsidiary of Hilton Worldwide Holdings Inc. (“Hilton Worldwide”), authorized to consider and process an application for a franchise to operate a hotel under the Brand at the Location in the United States (“Hotel”). The present or future subsidiaries and affiliates of Hilton Worldwide are collectively referred to as “entities” (“Entities”). Applicant understands that Franchisor is relying on the information provided in this application and all documents submitted by Applicant and co-owners and their agents, advisers and representatives in connection with or in support of the application, including, but not limited to, this Application Letter (together, the “Application”). Applicant agrees to supply such additional information, statements or data as may be requested by Franchisor. Applicant represents, warrants, and undertakes to Franchisor and the Entities, that:

1. All information contained in the Application is true, correct and complete as of the date of this Application Letter. Applicant will promptly inform Franchisor of any change in any of the information provided in the Application.

2. Both Applicant and the undersigned have the authority to make the Application and to enter into a franchise agreement (“Franchise Agreement”) for the proposed Hotel at the Location. Neither the making of this Application nor the execution of a Franchise Agreement will conflict with nor put Applicant in breach of the terms of any agreements to which Applicant, its affiliates or the undersigned are a party or by which Applicant or its affiliates are bound. Neither Applicant nor its affiliates have been induced by Hilton Worldwide to terminate or breach any agreement with respect to the Location.

3. Certain information concerning Franchisor’s system for the Brand, including the Disclosure Document (if required under applicable law), the manual and the Franchise Agreement (together, the “Franchise Information”), has been made available to Applicant. Applicant is generally familiar with the Franchise Information and its requirements and is applying for the form of Franchise Agreement provided. Applicant undertakes to treat the manual which it may receive from Franchisor as confidential. Applicant acknowledges and agrees that the Franchise Information is the property of Hilton Worldwide and/or the Entities, and that Applicant obtains no right, title or interest in or to any of the Franchise Information. Applicant agrees not to use the Franchise Information unless and until a Franchise Agreement is entered into and then in accordance with the terms and conditions of the Franchise Agreement.

4. Applicant acknowledges that Hilton Worldwide and the Entities do not enter into oral agreements or understandings with respect to the Franchise Agreement, and as that of the date of this Application Letter there are no oral agreements or understandings between Applicant and Hilton Worldwide or the Entities with respect to the proposed Franchise Agreement.
5. Applicant acknowledges that the Franchise Application Fee must be enclosed with the Application if the mandatory waiting period specified in Paragraph 5 of the Instructions has expired, or must be paid promptly after expiration of the mandatory waiting period. If the Application is not approved or if Applicant withdraws the Application before it is approved, the Franchise Application Fee will be fully refunded, without interest, less $7,500 for time and expenses incurred by Franchisor in processing the Application.

If the Application is approved, the Franchise Application Fee will not be returned or refunded under any circumstances (even if approval is conditioned on Applicant providing additional information). For a Change of Ownership Application, if Franchisor approves the Application, and the approved change of ownership does not occur, then Franchisor will refund the Franchise Application Fee without interest, less $7,500. Franchisor reserves the sole right to approve or disapprove the Application for any reason. If the Application is approved, Applicant must provide any additional information requested, meet any additional requirements and sign the Franchise Agreement within the time period specified by Franchisor, and all other ancillary documents within the time period designated by Franchisor, failing which Franchisor may terminate the proposed hotel project and retain the Franchise Application Fee. The Franchise Application Fee may be invested, combined with other funds or otherwise used as Hilton Worldwide deems appropriate.

6. Applicant authorizes credit agencies/bureaus, financial institutions, companies and individuals to disclose to Hilton Worldwide any and all information for the purpose of Hilton Worldwide and the Entities completing any necessary credit and/or background investigations in connection with this Application and execution of any Franchise Agreement.

7. Applicant, jointly and severally if applicable, agrees to indemnify and defend Hilton Worldwide and the Entities and their respective officers, directors, employees, agents, representatives, and assignees (collectively, the “Hilton Worldwide Indemnitees”) against, and to hold them harmless from, all losses in connection with the Application and the Location, including breach of any representations, warranties or undertakings contained herein and all claims, demands, suits, causes of action, liabilities, losses or otherwise, directly or indirectly incurred (including legal and accounting fees and expenses), and including claims as a result of Franchisor processing the Application and/or approving a Franchise Agreement. Each Hilton Worldwide Indemnitee shall have the right independently to take any action it may deem necessary in its sole discretion to protect and defend itself against any threatened action subject to Applicant’s indemnification, without regard to the expense, forum or other parties that may be involved. Each Hilton Worldwide Indemnitee shall have sole and exclusive control over the defense of any such action (including the right to be represented by counsel of its choosing) and over the settlement, compromise or other disposition thereof. Hilton Worldwide may rely on any information, statement or notice from the Applicant pertaining to the Location or Franchise Agreement without having to investigate or ascertain the accuracy of any fact or allegation in the information, statement or notice.

8. This Application Letter may be executed in counterparts, each of which shall be deemed an original. This Application Letter must be signed by an authorized signatory for the Applicant (see Guidelines for Submitting a Franchise Application for required signatories).

9. This Application shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its choice of law principles.

Signature: ___________________________ Date: ________________
Individual’s Name:
Entity Name, if any: ___________________________ Position: ________________
Part 3: Application Form

HILTON FRANCHISE APPLICATION

APPLICANT

NAME OF APPLICANT (entity name may not include any of our marks or any variations/initials):

State in which Applicant’s principal business address (or if Applicant is an individual, permanent residence) is located:

Type:

[ ] Corporation [ ] Limited Partnership [ ] General Partnership [ ] Limited Liability Company
[ ] Individual [ ] Trust [ ] Other (specify) [ ] Limited Liability Partnership

Birth or Formation Information:

Date: __________________________ State/Province, Country: __________________________

U.S. Social Security Number (last 4 digits only)/EIN/Canada SIN/Government Identification Number:

FOR LEGAL NOTICES*

PRINCIPAL CORRESPONDENT

Name:

Street Address:

City

State/Province

Zip/Postal Code

Telephone #:

Fax #:

Email:

*Note: This is your official contact information for our records. Do not include your attorney or advisors here.

Your address may not be the Hotel or a P.O. Box.

MANAGEMENT INFORMATION

THE PROPOSED HOTEL WILL BE MANAGED BY:

[ ] A General Manager who will be employed by the Applicant

The General Manager will be:

[ ] A Management Group under a Management Agreement with the Applicant

Company Name and Contact:

Address: __________________________

Telephone: __________________________ Fax: __________________________ Email: __________________________

Approval of this Application does not mean that your proposed management is approved.

You must obtain Franchisor’s separate written approval of the proposed management of the Hotel.

LIST ALL HOTELS OWNED AND/OR OPERATED BY APPLICANT AND ITS EQUITY OWNERS

(attach additional pages if necessary)

<table>
<thead>
<tr>
<th>Owner/Operator Name</th>
<th>Brand/Property Name, City/State</th>
<th>Description of Interest</th>
<th>% Equity</th>
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<tbody>
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</table>
OWNERSHIP STRUCTURE OF APPLICANT ENTITY

INSTRUCTIONS: Please provide a complete breakdown of the owners of the Applicant Entity and any related entity that holds/will hold fee title to the Hotel. For complex structures, please attach a detailed organizational chart (see next page). If these owners are other legal entities, please include a breakdown of their underlying ownership. That means you should provide the name and description/percentage of ownership interest of all individuals who own and/or control these entities. Copy this form as needed to provide multiple structures.

Example:

<table>
<thead>
<tr>
<th>Entity/Person’s Name</th>
<th>SSN (last 4 digits), EIN, Canada SIN or Gov’t ID#</th>
<th>Description of Interest</th>
<th>% Interest</th>
<th>Business Address &amp; Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>XYZ Corp.</td>
<td>12-3456789</td>
<td>General</td>
<td>1%</td>
<td>XYZ Corp. Address/Phone</td>
</tr>
<tr>
<td>- John Doe, President</td>
<td>1234</td>
<td>Partner</td>
<td></td>
<td>John Doe Address/Phone</td>
</tr>
<tr>
<td>- Jane Doe, Shareholder</td>
<td>5678</td>
<td></td>
<td></td>
<td>Jane Doe Address/Phone</td>
</tr>
<tr>
<td>ABC, L.L.C.</td>
<td>23-4567891</td>
<td>Limited</td>
<td>99%</td>
<td>ABC, L.L.C. Address/Phone</td>
</tr>
<tr>
<td>- BDC, Inc., its managing member</td>
<td>34-5678912</td>
<td>Partner</td>
<td></td>
<td>BDC, Inc. Address/Phone</td>
</tr>
<tr>
<td>- Bill Davis, President</td>
<td>9012</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Bill Davis Family Trust, member</td>
<td>45-6789123</td>
<td>General</td>
<td></td>
<td>Trust Contact Address/Phone</td>
</tr>
<tr>
<td>- Bill Davis, Trustee</td>
<td>2345</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Bill Davis, Jr., Beneficiary</td>
<td>6789</td>
<td>General</td>
<td></td>
<td>Bill Davis Address/Phone</td>
</tr>
<tr>
<td>- Bill Davis, member</td>
<td>same as above</td>
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</tr>
</tbody>
</table>

ENTITY NAME: ________________________________

OWNERSHIP STRUCTURE
(provide additional pages if necessary)

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<tr>
<th>Entity/Person’s Name</th>
<th>SSN (last 4 digits), EIN, Canada SIN or Gov’t</th>
<th>Description of Interest</th>
<th>% Interest</th>
<th>Business Address &amp; Telephone</th>
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</table>
Organizational Chart

Please attach a full organizational chart for the Applicant entity (and Applicant’s affiliate that will lease or sublease the Hotel or the Hotel Site to Applicant, if applicable) showing all direct and indirect equity owners up to the ultimate individual owners (but excluding public shareholders or passive investors in an institutional investment fund). For each equity owner, please describe the type of interest held in the entity (e.g., shareholder, general partner, limited partner, manager, member, trustee, etc.) and show the percentage of ownership of each equity owner.

For example:

```
Ultimate Owner A
  (x% ownership interest)

  Entity A
  (x% shareholder)

  Ultimate Owner B
  (x% ownership interest)

  Entity B
  (x% shareholder)

  Ultimate Owner C
  (x% ownership interest)

  Entity C
  (x% shareholder)

  Applicant
```
## HOTEL/SITE/SITE CONTROL INFORMATION

### Location of Hotel/Hotel site:

| Street Address/Coordinates: |  |
| City, State/Province: |  |
| Zip/Postal Code: |  |
| Country: |  |

### Brand:

- Canopy by Hilton
- Conrad
- Curio Collection by Hilton
- DoubleTree by Hilton
- DoubleTree Suites by Hilton
- Embassy Suites
- Hampton Inn by Hilton
- Hampton Inn & Suites by Hilton
- Hilton
- Hilton Garden Inn
- Home2 Suites by Hilton
- Homewood Suites by Hilton
- LXR
- Motto by Hilton
- Tapestry Collection by Hilton
- Tempo by Hilton
- Tru by Hilton
- Waldorf Astoria

### Development Type:

- [ ] New Development*  
- [ ] Conversion  
- [ ] Change of Ownership  
- [ ] Relicensing
  (*new build/adaptive reuse)

### Hotel Affiliation (for New Development/Conversion applications only):

Has there ever been a franchise, branded management, affiliation or similar agreement pertaining to the proposed hotel or site?

- [ ] No  
- [ ] Yes/Describe: ____________________________

Is the hotel currently under contract with another hotel chain?

- [ ] No  
- [ ] Yes/Specify hotel chain: ____________________________

### Hotel Facilities (existing and/or proposed):

<table>
<thead>
<tr>
<th>Total Guest Units:</th>
<th># of Standard Rooms:</th>
<th># of Suites:</th>
<th># of Stories:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Year Built (open hotel)</th>
<th>Meeting Space?</th>
<th>No</th>
<th>Yes:</th>
<th>sq. ft</th>
<th># of Mtg Rms:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Ballroom?</th>
<th>No</th>
<th>Yes/Description/square footage:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fitness Center?</th>
<th>No</th>
<th>Yes/Description:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Spa?</th>
<th>No</th>
<th>Yes/Description:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Swimming Pool?</th>
<th>Hot Tub/Jacuzzi?</th>
</tr>
</thead>
</table>

### 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): |

<table>
<thead>
<tr>
<th>Shared Facilities?</th>
<th>No</th>
<th>Yes/Description:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Condo Residences?</th>
<th>No</th>
<th>Yes/(#)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Hotel Rental Program?</th>
<th>No</th>
<th>Yes/Description:</th>
</tr>
</thead>
</table>
Hotel Site /Building Information:

- Total sq footage of site: ____________________
- Zoned for hotel development? [ ] No [ ] Yes
- Max height allowed by zoning: 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) Expiration Date: ______________
[ ] Ground lease (attach copy of recorded ground lease) Exercise Deadline: ______________
[ ] Binding option agreement (attach copy of recorded agreement) Execution Deadline: ______________
[ ] Binding purchase agreement (attach copy of executed agreement) Closing Deadline: ______________
[ ] Other/Describe: ______________________________

If Hotel or Hotel Site is currently owned by someone else other than Applicant, please indicate:

<table>
<thead>
<tr>
<th>Hotel/Hotel Site owner name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>State/Province:</td>
</tr>
<tr>
<td>Zip/Postal Code:</td>
</tr>
<tr>
<td>Country:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

Related to Applicant? [ ] No [ ] Yes/Describe:

If Hotel or Hotel Site will, upon close of purchase, be owned by someone other than Applicant, please indicate:

<table>
<thead>
<tr>
<th>Fee owner/Lessor name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City, State/Province:</td>
</tr>
<tr>
<td>Zip/Postal Code:</td>
</tr>
<tr>
<td>Country:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

Related to Applicant? [ ] No [ ] Yes/Describe and provide ownership structure of fee owner.
# FINANCIAL INFORMATION/PROJECT TIMELINE

## Estimated Project Costs - New Development Project:

<table>
<thead>
<tr>
<th>Costs</th>
<th>Overall</th>
<th>Per Key</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land: US$</td>
<td></td>
<td>US$</td>
</tr>
<tr>
<td>Construction: US$</td>
<td></td>
<td>US$</td>
</tr>
<tr>
<td>FF&amp;E: US$</td>
<td></td>
<td>US$</td>
</tr>
<tr>
<td>Other: US$</td>
<td></td>
<td>US$</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong>: US$</td>
<td></td>
<td>US$</td>
</tr>
</tbody>
</table>

## Estimated Project Costs – Conversion or Change of Ownership (existing hotel):

<table>
<thead>
<tr>
<th>Costs</th>
<th>Aggregate</th>
<th>Per Key</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price/Current Market Value: US$</td>
<td></td>
<td>US$</td>
</tr>
<tr>
<td>Renovations/Upgrades: US$</td>
<td></td>
<td>US$</td>
</tr>
<tr>
<td>Other: US$</td>
<td></td>
<td>US$</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong>: US$</td>
<td></td>
<td>US$</td>
</tr>
</tbody>
</table>

## Estimated Project Timeline:

<table>
<thead>
<tr>
<th>Forecasted Construction/Renovation Start Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forecasted Construction/Renovation Completion Date:</td>
</tr>
</tbody>
</table>

## Operating Projections:

<table>
<thead>
<tr>
<th>Assumptions</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Occupancy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avg Daily Rate (US$)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Financing/Refinancing Information:

- Do you have a loan or loan commitment for this project? [ ] No [ ] Yes (continue)
- **Name of Lender(s):**
- **Loan Amount:**
- **Percentage Equity:**
- **Description:**

- [ ] New? [ ] 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:
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’Ss 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 and will not modify it or combine it with or into any other program, data or device.

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’Ss Affiliates and/or their respective licensors and that everything in the Software, including all intellectual property, is proprietary to HSS, HSS’Ss 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’Ss 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’Ss 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; and

4.1.4 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’s 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’Ss 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.

{000011-002419 00278143.DOCX; 1}  
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, non-infringement, 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 guarantee, 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 guarantee 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’S liability to Customer arising out of or in connection with this Agreement, whether in contract, tort or otherwise, exceed the amounts actually paid by Customer to HSS under this Agreement during the six (6) month period immediately preceding the time that the cause of action giving rise to such liability first accrues.

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.

CUSTOMER: %LegalEntity%

By: %HotelApproverSignature% Authorized Signature

Print Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%

HILTON SYSTEMS SOLUTIONS, LLC

By: %HiltonApproverSignature% Authorized Signature

Print Name: Randy Kanaya

Title: Director – OnQ® Deployment Planning

Date: %HiltonApprovedDate%
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 and 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.

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, each of the documents 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.

<table>
<thead>
<tr>
<th>CUSTOMER: %LegalEntity%</th>
<th>HILTON SYSTEMS SOLUTIONS, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: %HotelApproverSignature%</td>
<td>By: %HiltonApproverSignature%</td>
</tr>
<tr>
<td>Authorized Signature</td>
<td>Authorized Signature</td>
</tr>
<tr>
<td>Print Name: %HotelApproverName%</td>
<td>Print Name: Randy Kanaya</td>
</tr>
<tr>
<td>Title: %HotelApproverTitle%</td>
<td>Title: Director – OnQ® Deployment Planning</td>
</tr>
<tr>
<td>Date: %HotelApprovedDate%</td>
<td>Date: %HiltonApprovedDate%</td>
</tr>
</tbody>
</table>

The Order Effective Date for this Order Document is the date it is signed by HSS.
1. **Software and Related Services.**

1.1 **Software and Interfaces.** HSS licenses 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):

<table>
<thead>
<tr>
<th>Software</th>
<th>Those BeingLicensed to Customer are Noted with “X”</th>
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</thead>
<tbody>
<tr>
<td>1. OnQ™ Software</td>
<td>%Sys21InterfaceSW%</td>
</tr>
<tr>
<td>2. OnQ™ Virus Software and Client Access Licenses (Certified Third Party Software)</td>
<td>%SOPHOS%</td>
</tr>
<tr>
<td>3. OnQ™ Software Update Distribution</td>
<td>%SCCM%</td>
</tr>
<tr>
<td>4. OnQ™ Interface Software</td>
<td>%</td>
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<tr>
<td>- Movie Only Billing</td>
<td>%MovieSystem%</td>
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<td>- TV Services (Express Checkout, Movies, etc.)</td>
<td>%VideoCheckOut%</td>
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<td>- Mini-Bar Posting</td>
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<td>- Credit Card Authorization &amp; Settlement</td>
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<td>- Guest Internet Access</td>
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<td>%Intility%</td>
</tr>
<tr>
<td>- Intility</td>
<td>%HOTSOS%</td>
</tr>
</tbody>
</table>

B. **Additional Software,** HSS may require that Customer use additional Proprietary Software and Certified Third Party Software for the proper operation of the Agreement Products and Services.

1.2 **Documentation.** HSS will provide the following documentation as appropriate:

A. **Implementation Documentation**

OnQ® Proposal
OnQ® Implementation Guide
OnQ® Installation Guide

B. **Training Manuals**

Pre-Conversion Training Material
Proprietary Software CBT
Proprietary Software On-line Coach

1.3 **Training and Training Materials.**

A. The Information System contains a number of e-Learning modules regarding the Proprietary Software’s function. The Hotel is responsible for ensuring that all employees who have responsibilities related to the use of Proprietary Software (including, without limitation, front desk and reservations) will be certified in the appropriate e-Learning modules prior to the implementation of the Information System, or within ten (10) days of employment, as agreed to with HSS. All such Hotel staff must successfully complete certification training as a prerequisite to receiving permission from HSS’Ss installation team to complete the implementation of the Information System.

B. Customer’s General Manager or General Manager designee (as agreed to with HSS) must become certified in the Proprietary Software’s operations procedures. A minimum passing score for the General Manager is eighty percent (80%) with eighty percent (80%) for the combined average of the management team and eighty percent (80%) for the combined average of the team members who are principal users of the Proprietary Software. Details regarding this obligation are available from HSS.
1.4 **Cost of Certain Installation, Implementation and Training Services.** The cost of certain installation, implementation, and training services (including the HSS implementation specialists) and Manuals are set forth below. These costs and travel expenses will be billed to Customer by HSS or the Preferred Provider following installation of the Information System. Additional costs for training replacement General Managers or other Hotel personnel will be billed to Customer prior to such training dates at the then current rate charged by HSS for such training. There is currently no additional charge for the e-Learning training modules which are included within the Software.

1.5 **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 (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.

1.6 **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; and

(k) administer a trial run of the Information System to verify that the front desk staff and audit staff have been trained properly.

1.7 **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’Ss 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’Ss opinion, is suitable for installation of such 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 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 such Authorized Equipment from another retailer, it will be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS’Ss determination that it conforms to HSS’Ss specifications and testing procedures and can be configured with the Software.
1.8. 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 the 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 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.

1.9 Third Party Interface Testing and Connectivity. If Customer requires the implementation of any OnQ® 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.

1.10 Certain Costs and Payment Terms.

A. Software License Fees. Customer will pay HSS, Preferred Provider or another retailer approved by HSS, a fee for the license of each copy of the Proprietary Software and the Certified Third Party Software, licensed or sublicensed to Customer by third parties or installed on the Authorized Equipment at the Hotel (the “License Fee”). The License Fee may be prorated to reflect the installation of some, but not all of the Proprietary Software modules; however, Customer agrees to pay for the License Fees according to the schedule set forth below.

- Proprietary OnQ® Software License: $%System21SWFee%
- Proprietary OnQ® Interface Software Licenses: $%System21LicenseFee%
- OnQ® Virus and CAL Licenses: $%System21VirusSW%

If additional Hotel guest rooms (or suites) are added or constructed by Customer for Customer's Hotel at any time after the Effective Date of the Agreement, Customer will pay the cost of additional License Fees based upon the increase in such rooms. Currently, the cost of the License Fees per additional room is $120.00.

B. Cost of the Authorized Equipment, Certified Third Party Software and Other Fees. The cost of the Authorized Equipment, Certified Third Party Software and other fees are shown below. The costs will be invoiced to Customer by HSS or by the Preferred Provider.

- Authorized Equipment and Certified Third Party Software: $%System21HWFee%
- Standard Upgrade Fee: $%StandardUpgradeFee%
- Standard Plus Software License Fees: $%StandardPlusSoftwareFee%

C. Cost of Training and Training Manual. The cost of the training is shown below. This cost will be invoiced to Customer by HSS or the third party provider HSS may use at the same time as it renders its invoice to Customer for the License Fees. Additional costs for training replacement general managers or other hotel personnel will be invoiced to Customer prior to such training dates.

Customer will be responsible for charges incurred for use of Virtual Private Network (“VPN”) to access the OnQ® training hotel. These costs include fees from HSS’s current VPN access provider, for up to 5,000 minutes of network access as well as HSS internal costs for configuration services. VPN access will be terminated for each property at the time of hotel opening or live utilization of the Information System.

- Training System Access Fee: $%TrainSysAccessFee%
There is currently no additional charge for the CBT training modules which are included within the software.

**Information System Planning Workshop**

**Sales Skills Training:** For the Hampton and Homewood brands (N/A for other brands), attendance is required by general manager, assistant general manager, or full-time sales manager within ninety (90) days of employment.

**General Manager Leadership Program:**

For ES/HH/HIS/HW/DT/DC (N/A for other brands):

Pre-Opening Materials

**D. Cost of the Installation Services.** The cost of the Services (including the cost of the Systems Implementation Specialists but excluding the cost of any services described in any other schedules) is shown below. This cost will be invoiced to Customer by HSS or the Preferred Services Provider at the same time as it renders its invoice to Customer for the Proprietary Software.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preferred Provider Fee: (Configuration fees and Training Room Network Installation, as applicable) (Includes travel expenses)</td>
<td>$%ServicesPreferred%</td>
</tr>
<tr>
<td>Project Management, Contracting and Sales fee (“PMCS Fee”)</td>
<td>$%ServicesPMCS%</td>
</tr>
<tr>
<td>Site Survey (includes travel expenses)</td>
<td>$%HHCSiteSurvey%</td>
</tr>
<tr>
<td>Installation Support Fee</td>
<td>$%InstallSupport%</td>
</tr>
<tr>
<td>Implementation on-site services: (inclusive of travel for US and PR - Travel expenses to be billed at actual per guidelines below for others)</td>
<td>$%ImplementationFee%</td>
</tr>
<tr>
<td>Delphi Project Management Fee</td>
<td>$%DELPHIPIM%</td>
</tr>
<tr>
<td>Delphi Implementation Fee</td>
<td>$%DELPHIIMP%</td>
</tr>
<tr>
<td>Executive Briefing and Change Management</td>
<td>$%DevRecovery%</td>
</tr>
<tr>
<td>Email Setup Fee:</td>
<td>$%Email%</td>
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<tr>
<td>Hi Tech Fee:</td>
<td>$%HiTechFee1%</td>
</tr>
<tr>
<td>Firewall Equipment and Configuration and/or Converged Network Install</td>
<td>$%Firewall%</td>
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<tr>
<td>IT Opening Project Manager</td>
<td>$%INTLITOPENPM%</td>
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<tr>
<td>Digital Floor Plan Billing Management</td>
<td>$%DigitalFloorSetup%</td>
</tr>
<tr>
<td>Salesforce Community License</td>
<td>$%SALESFORCE%</td>
</tr>
<tr>
<td>GRO Setup Fee</td>
<td>$%GROSETUP%</td>
</tr>
</tbody>
</table>

Promptly following HSS’s providing of the Services, an invoice will be submitted to Customer for HSS’s representatives’ out-of-pocket expenses, any additional per diem charges for its representatives (as described in the Notes below), any re-scheduling fee, and any additional travel expenses as set forth above, which invoice will be payable within fifteen days of Customer’s receipt of same.

**TOTAL PRICE**

$%TotalPrice%

*TOTAL PRICE EXCLUDES TAXES, SHIPPING & ANY MONTHLY FEE ITEMS NOTED HEREFIN*

Notes:

(i) Promptly following HSS’Ss providing of the Services, if applicable, due to implementation delays or requested incremental days on-site, an invoice will be submitted to Customer for HSS’Ss representatives’ out-of-pocket expenses, any additional per diem charges for its representatives, any re-scheduling fee, and any additional travel expenses as set forth above, which invoice will be payable within fifteen days of Customer’s receipt of same.

(ii) Customer will pay according to the terms of any invoice(s) submitted to Customer, including any provision for late charges, the fee for the installation of any telephone line(s) or wide area network connection(s) necessary for connection of the Authorized Equipment

(iii) The cost to configure equipment obtained by Customer from a non-preferred retailer, to be included here, when applicable.

E. 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’Ss
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’Ss 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.

1.11 **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. Once HSS’Ss 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’Ss 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 (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’Ss 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. The annual fee, payable in monthly installments, is as follows:

B. The first monthly payment will be invoiced in advance of the shipment date to the Hotel (“Start Date”) of the Authorized Equipment purchased which will operate the applicable Proprietary Software to be maintained. 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’Ss 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.

2.2 **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.

2.3 **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.

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:

4. **Authorized Equipment.**

4.1 **Authorized Equipment Purchased or Leased.** Customer will purchase or lease the Authorized Equipment required for the proper operation of the Hotel IT functionality identified by HSS. As of the Order Effective Date the purchasing and/or leasing fees for the Authorized Equipment described in Schedule B-1 – Authorized Equipment are:

**AUTHORIZED EQUIPMENT**

**NETWORK AUTHORIZED EQUIPMENT:**

**STANDARD PLUS EQUIPMENT:**


The purchase fees will be invoiced by either HSS or the relevant Preferred Provider depending on the location of the Hotel and the source of the Authorized Equipment. Customer will be provided the specific information not later than 15 days following the Order Effective Date. Customer will purchase and replace 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.

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, including for all the Network Authorized Equipment when maintenance is not provided under the terms of the applicable Brand IT program. As of the Order Effective Date Customer is purchasing Authorized Equipment Maintenance for the annual fee(s) shown, payable in monthly installments:

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'Ss 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'Ss sole discretion, at HSS'Ss 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 Agreements. Schedules C-1 and C-2 contain Joinder Agreements under which Customer can obtain products from Microsoft and reseller Insight Direct USA, respectively. Customer is required to sign those agreements if it is obtaining any products from those Preferred Providers 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 D – Form of Request for Products or Services.
10. Notices. Questions and notices regarding this Order Document should be directed to:

<table>
<thead>
<tr>
<th>The Attention of:</th>
<th>Scott Greenberg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Hilton System Solutions LLC</td>
</tr>
<tr>
<td></td>
<td>755 Crossover Lane</td>
</tr>
<tr>
<td></td>
<td>Memphis, Tennessee 38117</td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>(901) 374-5510</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Scott.Greenberg@hilton.com">Scott.Greenberg@hilton.com</a></td>
</tr>
</tbody>
</table>

**SCHEDULES APPLICABLE FOR THIS ORDER DOCUMENT**

Schedule A: Software Maintenance  
Schedule B-1: Authorized Equipment  
Schedule B-2: Authorized Equipment Maintenance and Refresh  
Schedule C-1: Microsoft Participation Agreement - *To Be Signed*  
Schedule C-2: Joinder to Preferred Provider Agreement - *To Be Signed*  
Schedule D: Form of Request for Products or Services  

**Other Schedules**  
(Applicable Ones are Highlighted, Attached and Noted to be Signed)

Schedule E: Total Solution Program Agreement  
Schedule F: Hilton or Signia Hilton Brand Fee Based Pricing Program Agreement – .75%  
Schedule G: Hilton or Signia Hilton Brand Fee Based Pricing Program Agreement – 1%  
Schedule H: Hilton or Signia Hilton Brand Fee Based Pricing Program Agreement – REIT Hotel  
Schedule I: Doubletree or LXR or Motto Authorized Equipment Refresh  
Schedule J: Hilton Garden Inn Refresh Program Agreement  
Schedule K: Curio or Canopy or Tapestry Authorized Equipment Refresh  
Schedule L: TRU by Hilton Authorized Equipment Refresh  
Schedule M: Independent Brand Fee Based Pricing Program Agreement – .75%  
Schedule N: Conrad or Waldorf Astoria Hotel Fee Based Pricing Program Agreement – .75%  
Schedule O: Conrad or Waldorf Astoria Hotel Fee Based Pricing Program Agreement – .45%
SCHEDULE A
SOFTWARE MAINTENANCE

1. General. HSS will provide Customer with maintenance and support for Proprietary Software for a term of one (1) year (with annual renewals at the option of HSS) commencing upon execution hereof, for the Proprietary Software, specifically excluding any maintenance and support of any Certified Third Party Software.

2. Certified Third Party Software Only. Customer understands that the use of any software other than that provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, 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 will have no further obligations to provide any software maintenance services to Customer hereunder.


   (a) Customer acknowledges and understands that HSS is unable to modify the Certified Third Party Software. HSS does not provide support for the Certified Third Party Software. In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a third party vendor or a defect in Certified Third Party Software, HSS 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.

   (b) With respect to the Proprietary Software, provided Customer has paid all software maintenance and other fees and satisfied all other obligations under this Agreement, HSS will supply Customer with access to any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software generally made available by HSS as options or new releases to its Customers which are not charged separately by HSS as options or new releases. Such enhancements, improvements, updates, additions, and/or modifications which are supplied by HSS to Customer, and all Intellectual Property Rights therein, will be HSS’s sole and exclusive property and will be deemed part of the Proprietary Software hereunder and will be subject to all of the terms and conditions of the Agreement. Customer acknowledges and agrees that Customer may be required to purchase some enhancements, improvements, updates, and/or modifications to the Proprietary Software which Customer will be charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.

4. Cooperation. Customer will provide HSS with all information, data and other required materials necessary for HSS to reproduce any problem identified by Customer. Customer will maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate HSS’s ability to perform its maintenance services remotely.

5. Expenses. Customer will 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 which are licensed by HSS to Customer, and all proprietary rights therein, including without limitation, all Intellectual Property Rights, will be HSS’s sole and exclusive property, and all such software will 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 Site for the purpose of providing maintenance services hereunder at HSS’s standard rates and charges.

9. Customer Responsibilities. HSS has no obligation to maintain or repair any software other than the Proprietary Software, nor to repair or replace any expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes.

10. Cost and Payment Terms. Annual Cost of Software Maintenance $%AnnualSWMaint%. Payments will be calculated from the Start Date, payable in monthly installments of $%MonthlySWMaint%. The monthly payment amount will be due in advance and will be billed by HSS. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

      Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such cost internally and from the Preferred Providers of such services and to reflect the addition or construction of additional guest rooms (or suites) by Customer for Customer’s Hotel.
SCHEDULE B-1

AUTHORIZED EQUIPMENT

The term Authorized Equipment includes (i) the equipment needed by Customer at Customer’s hotel, as determined solely by HSS, for the Customer’s use of the Proprietary Software (the “Network Authorized Equipment”) (ii) any additional equipment authorized by HSS for use at Customer’s hotel, over and above the Network Authorized Equipment (the “Standard Plus Equipment”).

1. Authorized Equipment Purchase. Customer may purchase the Authorized Equipment from the Preferred Provider who may provide a joinder agreement with Customer or from another retailer; however, if such Authorized Equipment is obtained from another retailer, it must conform to HSS’s specifications. Furthermore, if Customer elects to purchase such Authorized Equipment from a third party other than the Preferred Provider, the file server and work stations must be shipped to HSS or its designee for certification that these components comply with HSS’s specifications and testing procedures. Customer will also be responsible for the shipping and shipping related costs to and from HSS or its designee for such certifications.

2. Authorized Equipment As Personal Property/Insurance Requirements. In addition to any other specific purchase terms required by the Preferred Provider, the following purchase terms and conditions will apply to any Authorized Equipment obtained from a Preferred Provider or HSS. The Authorized 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 Authorized Equipment as required hereunder, the Authorized 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 Authorized Equipment in an amount not less than the purchase price of the Authorized 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 Authorized Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Provider’s liens, claims and encumbrances and the Authorized Equipment will become the sole property of Customer. Customer assumes the expense of delivery and in-transit insurance for the Authorized Equipment.

3. Authorized Equipment

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT:

%NetAuthEquip1%

STANDARD PLUS (HOTEL FUNDED) EQUIPMENT:

%StdPlusEquip1%
SCHEDULE B-2

AUTHORIZED EQUIPMENT MAINTENANCE AND REFRESH

1. Maintenance for the Authorized Equipment. Customer must take all steps necessary to provide all necessary maintenance services for the Authorized Equipment it purchases or leases so that it will receive such maintenance services for all such Authorized Equipment throughout the term of this Agreement. Customer may elect to use the maintenance company (the Preferred Provider) with whom HSS has arranged to provide maintenance services ("Equipment Maintenance") for the Authorized Equipment provided that such Authorized Equipment, if not purchased from the Preferred Provider, is first certified as being suitable for Equipment Maintenance, at the expense of Customer, by either HSS or the Preferred Provider. For such services, the Customer will pay as set forth in this Schedule B-2 (the "Maintenance Fees") and according to the terms of any invoice(s) submitted to Customer therefor, including any provision for late charges. If Customer elects to use the Preferred Provider and Equipment Maintenance is necessary, Customer will notify HSS, which in turn will notify the Preferred Provider to dispatch a Preferred Provider representative. Notwithstanding the foregoing, Customer may elect, subject to HSS’s approval in advance in writing, to not provide maintenance services through this Agreement for certain pieces of such Authorized Equipment allowed to be used in conjunction with the Information System ("Non-maintained Equipment"). Neither HSS nor the Preferred Provider will be responsible for any maintenance or support of Non-maintained Equipment.

The following Authorized Equipment will be designated Non-maintained Equipment:

2. Maintenance Fees. The Maintenance Fees are subject to increase or decrease by HSS, in its sole discretion, on January 1 of each year during the term of this Agreement or any extension thereof; however, HSS will not charge Customer any Maintenance Fees that are greater than the Maintenance Fees charged to any similarly situated Customer (based upon factors determined by HSS in its sole judgment) utilizing equipment substantially similar to the Authorized Equipment and pursuant to an agreement which has terms and conditions substantially similar to this Agreement. No maintenance fees will be charged to Customer for any Non-maintained Equipment as described in Section 1 above.

3. Refresh of Authorized Equipment. Under HSS’s refreshment program, Customer will be responsible for and will pay for all fees and costs for the replacement or refreshment of the Authorized Equipment in HSS’s sole discretion ("Refresh") on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of such Authorized Equipment and for the provision of maintenance services by the Preferred Provider 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 B-2, including, but not limited to, the imposition of termination fees as described hereinafter, provided that the Maintenance Company may exclude from its maintenance obligations certain errors, defects or problems caused by Customer. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, any rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

4. Termination. If this Agreement is terminated (or if Customer’s use of the Preferred Provider is terminated) prior to the third anniversary of the Start Date, which will be the shipment date of the Authorized Equipment to Customer’s Hotel, Customer will pay to HSS a termination fee which is designed to reimburse the Preferred Provider and/or HSS in part for any one or more of the following: reconfiguration costs, the unamortized fees and costs in the start-up and provision of maintenance services by the Preferred Provider under this Agreement. If such termination occurs during the first year following the Start Date, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of such Authorized Equipment for each successive Customer Refresh as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>During first year</td>
<td>$3,800</td>
</tr>
<tr>
<td>During second year</td>
<td>$2,800</td>
</tr>
<tr>
<td>During third year</td>
<td>$1,400</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$1,200</td>
</tr>
</tbody>
</table>

Provided, however, if this Agreement is terminated, or if the Customer’s use of the Preferred Provider is terminated after a Customer Refresh of Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of such Authorized Equipment for each successive Customer Refresh as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>During second year</td>
<td>$2,600</td>
</tr>
<tr>
<td>During third year</td>
<td>$1,300</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$1,200</td>
</tr>
</tbody>
</table>
5. **Use of Certified Software Only.** Customer understands that use of any software other than the Proprietary Software and Certified Third Party Software provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Third Party Software or such approved software on the Authorized Equipment, HSS will have no further obligations to provide any equipment maintenance services to Customer hereunder.

6. **Equipment Maintenance.** Equipment Maintenance will be provided for Customer’s Hotel located at %PropertyAddress1%, %PropertyAddress2%, %PropertyCity%, %PropertyState%, %PropertyZip%.

7. **Cost and Payment Terms.** Annual Cost of Equipment Maintenance for Authorized Equipment is $%AnnualHWMaint% payable in monthly installments of $%MonthlyHWMaint% per month. Payments will be calculated from the Start Date. The monthly payment amount will be due in advance and will be billed by HSS or its designee. The first invoice will be issued upon the Start Date. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Equipment Maintenance cost on an annual basis as provided in Section 2 above. When certain Authorized Equipment or parts for certain Authorized Equipment are no longer being manufactured or reasonably obtainable, HSS or the Preferred Provider will notify Customer of such circumstance and maintenance on such Authorized Equipment will no longer be available. After such notice, Customer will no longer be charged for maintenance on such Authorized Equipment.

8. **Customer Responsibilities as to Equipment Maintenance.** Customer 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 and Certified Third Party Software. Neither HSS nor Preferred Provider will have any liability for any damages resulting from Customer’s failure to maintain such copies nor for any costs or expenses of reconstructing any data or information that may be destroyed, impaired or lost. Neither HSS nor Preferred Provider has any obligation to maintain or repair any equipment other than the Authorized Equipment, nor to repair or replace any cables, cords, expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes, whether or not defined as Authorized Equipment. Customer will not move or perform maintenance services on any of such Authorized Equipment without HSS’s or Preferred Provider’s prior written consent.

9. **Cooperation.** Customer will provide HSS or Preferred Provider with all information, data and other required materials necessary to reproduce any problem identified by Customer. Customer will maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate the ability to perform the Equipment Maintenance services remotely.

In some instances, Equipment Maintenance will be provided using a depot program, where Customer ships failed Authorized Equipment to the depot when Customer receives replacement of such Authorized Equipment. If Customer does not ship such failed equipment, Customer will be responsible for any unreturned equipment charges billed by HSS, the Preferred Provider or the depot program provider.

10. **Expenses.** If Equipment Maintenance personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing the services hereunder, Customer will pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses. Customer will also pay for all telephone toll charges incurred in providing maintenance and support hereunder.

11. **Exclusions.** The obligation of HSS or the Preferred Provider to provide Equipment Maintenance hereunder will not apply to any Non-maintained Equipment nor to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software or Certified Third Party Software by Customer or any third person or entity other than HSS or its designee; (ii) any software program, hardware, cables, cords, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper access to or any use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) any such Authorized Equipment that is non-repairable, taken out of service or for which any such Authorized Equipment or parts for same are no longer manufactured or reasonably available; (vi) forces or supplies external to such Authorized Equipment, including, without limitation, the reasons set forth in the Force Majeure section of the HITS Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects will be fixed, in HSS’s or Preferred Provider’s discretion, at the then applicable current time and material charges. Neither HSS nor the Preferred Provider will be under any obligation, however, to fix any such Customer or externally caused errors, defects or problems.
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.

{000011-002419 00278143.DOCX; 1}HITS Agreement (USA) (Version 10.2017)

Inn Code/Project: %InnCodeProj% Version: %Version%
Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix; or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a commercial product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a commercial product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section e provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

f. Limitation of liability. There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft’s liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product giving rise to the claim. In the case of free product, or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s total liability to you will not exceed US$5000, or its equivalent in local currency. The limitations contained in this paragraph will not apply with respect to the following in connection with the performance of the agreement:

(i) our obligations to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and

No liability for certain damages. To the maximum extent permitted by applicable law, neither you, your affiliates or suppliers, nor Microsoft, its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product, or fix, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party’s liability to the other for violation of the other party’s intellectual property rights.

h. Application. The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

i. Verifying compliance. You must keep records relating to the products you run. Microsoft has the right to verify compliance with these terms and any applicable product use rights, at its expense, during the term of the enrollment and for a period of one year thereafter. To do so, Microsoft will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the products you use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If Microsoft undertakes such verification and does not find material unlicensed use of products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the product use rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the product use rights, or to protect its intellectual property by any other means permitted by law.

j. Dispute Resolution; Applicable Law. This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license entered into with Microsoft or its affiliates under this agreement.
Dated as of %HotelApprovedDate%.

CUSTOMER AFFILIATE:

%LegalEntity%

By: %HotelApproverSignature%  
Authorized Signature

Print Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%
SCHEDULE C-2

JOINDER TO PREFERRED PROVIDER AGREEMENT

The undersigned HSS Customer is acting as an Eligible Recipient (as defined in the Agreement) to acquire Products (as defined in the Agreement) under the terms of the Master Professional Products and Services Agreement, including any amendments and Supplements entered into thereunder (the "Insight Agreement") between Hilton Domestic Operating Company Inc, the successor in interest to Hilton Worldwide, Inc. ("HDOC") and Insight Direct USA, Inc. ("Preferred Service Provider"). As such Eligible Recipient, the undersigned joins in the Insight Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the terms of the Insight Agreement to the extent of the rights, duties and responsibilities of an Eligible Recipient provided therein. The Eligible Recipient acknowledges and agrees that any dispute arising out of or relating to the Insight Agreement and any Products or Services provided by Preferred Service Provider to the Eligible Recipient will be resolved in accordance with Article 19 of the Insight Agreement. HDOC will have the right to enforce the Insight Agreement on behalf of the Eligible Recipient, subject to the limitations of liability applicable under the Insight Agreement, and Eligible Recipient will bring no claim directly against HDOC or Preferred Service Provider in connection with the Insight Agreement, except for Eligible Recipient's right to seek indemnity against Preferred Service Provider under the express provisions of Sections 17.1 and 17.3 of the Insight Agreement. HDOC will be a third party beneficiary of this Joinder and the Information Technology System Agreement between Eligible Recipient and Hilton Systems Solutions, LLC. For the avoidance of doubt, except as set forth in the preceding sentence, this Joinder and the Information Technology System Agreement are for the sole benefit of the Eligible Recipient and Hilton Systems Solutions, LLC, and will not be deemed to create any third party beneficiary rights for any person other than the Eligible Recipient and Hilton Systems Solutions, LLC.

IN WITNESS WHEREOF, the Eligible Recipient, acting through its duly authorized officer or representative, has executed this Joinder, on %HotelApprovedDate%.

CUSTOMER AFFILIATE:

%LegalEntity%

By: %HotelApproverSignature% __________

Authorized Signature

Print Name: %HotelApproverName%

Title: %HotelApproverTitle%

Date: %HotelApprovedDate%
SCHEDULE D

FORM OF REQUEST FOR PRODUCTS OR SERVICES

Date: INNCODE
Name of Customer: 
Address of Customer: 

Dear:

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 (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.

<table>
<thead>
<tr>
<th>QTY</th>
<th>ITEM OF /SOFTWARE/EQUIPMENT</th>
<th>FEES/COSTS</th>
<th>MONTHLY MAINT.</th>
</tr>
</thead>
</table>

TOTAL PRICE

The prices shown above exclude taxes, travel expenses, per diem fees, related costs, insurance and shipping.

Travel Expenses / Per Diem Fees/Rescheduling

If the Additions require travel by HSS and/or the applicable vendor, you will pay for or promptly reimburse any travel expenses, per diem fees and related costs of HDOC, HSS, any vendor hereunder or their designees, including without limitation: round-trip airfare (due to frequent scheduling changes, HSS is often unable to book airline tickets more than one week in advance of travel); single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized); meals; ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during HSS’ representatives’ stay at the Hotel); tips; taxes; and miscellaneous expenses (including phone, internet, laundry, etc.)

Promptly following HSS’ 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 any of the Agreement Products and Services 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 any of the Agreement Products and Services, 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.

(00001-002419 00278143.DOCX; 1)HITS Agreement (USA) (Version 10.2017)
Inn Code/Project: %InnCodeProj% Version: %Version%
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 ________________.

Sincerely,

Hilton Systems Solutions, LLC

Accepted and Agreed:

Customer Name

By: ________________

Signature

Print Name and Title: _______________________________________

Effective Date: _____________________________
ATTACHMENT D (1)

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT

%NetAuthEquip1%
HILTON GARDEN INN REFRESH PROGRAM AGREEMENT

This Hilton Garden Inn refresh Program Agreement (this “Refresh Program Agreement”) is entered into as of the %HotelApprovedDay% day of %HotelApprovedMonth%, %HotelApprovedYear% between Hilton Systems Solutions, LLC a Delaware limited liability company (“HSS”) and %LegalEntity% (the “Customer”) for Customer’s Hotel (the “Hotel”) known as %HotelName% (%InnCode%) and located at %PropertyAddress1%, %PropertyAddress2%, %PropertyCity%, %PropertyState%.

In connection with the Information Technology Systems Agreement (the “HITS Agreement”) entered into between HSS and Customer (and if applicable, in anticipation of the Hotel’s conversion and rebranding as a Hilton Garden Inn brand division hotel), HSS is willing to make certain benefits available to Customer for the above Hotel under the Hilton Garden Inn Refresh Program (“Hilton Garden Inn Refresh Program” or “Refresh Program”) on the terms, conditions and limitations hereinafter set forth.

For good, valuable and sufficient consideration, Customer hereby enters into this Refresh Program Agreement, and HSS and Customer agree as follows:


   a) Equipment License. HSS will provide for use by Customer at Customer’s Hotel that portion of the Authorized Equipment needed, as determined solely by HSS, for the network operation of the Proprietary Software, such equipment more specifically described on Attachment (1) attached to and forming part of this Refresh Program Agreement being hereinafter called the “Network Authorized Equipment,” together with shipping and transportation costs on such equipment. HSS hereby licenses to Customer the use of such Network Authorized Equipment (the “Equipment License”), subject to the terms, conditions and limitations set forth in this Refresh Program Agreement. The Equipment License and any installation fees for which HSS is responsible under 1(b) are provided in consideration of Customer’s Performance of the HITS Agreement and the other obligations of the Customer pursuant to this Refresh Program Agreement, without an additional license fee.

   b) Equipment Installation. Customer will be responsible for the fees and costs for installation services relative to Network Authorized Equipment as well as any Standard Plus Equipment. Under the Refreshment Program (the “Refreshment Program”) of Network Authorized Equipment, HSS anticipates that Network Authorized Equipment will be replaced or refreshed in HSS’s sole discretion (the “Refresh”) on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of Network Authorized Equipment. HSS will be responsible for the fees and costs for installation services of Network Authorized Equipment on the date that such equipment is refreshed under the Refreshment Program. Customer’s Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS’s timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

   c) Equipment Maintenance Fees. Customer’s maintenance fees, during the term of this Refresh Program Agreement relative to the equipment maintenance on Network Authorized Equipment, will be covered by a separate program under the Hilton Garden Inn Brand unless Customer has indicated in the HITS Agreement that it has declined to use a Preferred Provider for such maintenance and such equipment has been designated as Non-maintained Equipment. Customer will pay separately for all maintenance fees relative to the equipment maintenance on Standard Plus. Travel expenses, per diem fees and related costs for any on-site equipment maintenance will be billed separately to and payable by Customer.

   d) Software Maintenance Fees. Customer’s software maintenance fees relative to six (6) Proprietary Software interfaces and the OnQ® Core Modules (listed in this schedule) will be covered by a separate program under the Hilton Garden Inn Brand. All other Software maintenance fees will be payable by Customer as provided in the HITS Agreement. Travel expenses, per diem fees and related costs for any on-site software maintenance will be billed separately to and payable by Customer.

   e) Electronic Mail. License fees for electronic mail is limited to that necessary to enable three (3) Hilton Garden Inn Brand designated accounts and two (2) optional accounts for use by Customer’s Hotel.

2. Customer’s Obligations. Customer will:

   (a) Perform all of its obligations under the HITS Agreement, including, but not limited to, the maintenance of the Network Authorized Equipment using the designated Preferred Provider for the Hilton Garden Inn Refresh Program.

   (b) Obtain and keep current insurance on the Network Authorized Equipment against all risks for the approximate value
of the Network Authorized Equipment.

(c) Pay any and all federal, state and local sales, use, gross receipts, excise or similar taxes incident to Network Authorized Equipment. Customer agrees to pay all such taxes associated with software licensed or sublicensed and equipment provided under this Refresh Program Agreement.

(d) Prevent any liens from attaching to the Network Authorized Equipment.

(e) Pay for any and all de-installation, transportation and disposal costs of any and all Standard Plus Equipment being used by Customer’s Hotel on its Network at the time of installation by HSS’s designee of the Network Authorized Equipment under the Refreshment Program. HSS’s designee, at HSS’s expense, will provide for de-installation of any such Network Authorized Equipment then being used by Customer’s Hotel at the time of the installation of Network Authorized Equipment under the Refreshment Program, but it is Customer’s responsibility to handle the return to Customer’s lessor of all such de-installed equipment in accordance with Customer’s current lease terms. The return to Customer’s lessor of all such de-installed equipment in accordance with Customer’s current lease terms is the sole responsibility of Customer. Customer will be responsible for any missing, bad or damaged equipment.

(f) Preserve and protect the Network Authorized Equipment from loss, damage or theft.

(g) Not use any unauthorized backup in connection with the Information System.

(h) Make no unapproved repairs nor perform any unauthorized service to the Network Authorized Equipment.

(i) Not allow any other equipment or software to be added to the Information System without prior specific written permission of HSS.

(o) Allow the removal and future refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

3. Customer’s Conditions. All benefits provided Customer herein and all obligations of HSS under this Refresh 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, Hilton Domestic Operating Company Inc. (“HDOC”) or any of their affiliates or subsidiaries, or any Hilton Brand division, including, but not limited to, this Refresh Program Agreement, the HITS Agreement and Customer’s License Agreement with HDOC or its affiliate or subsidiary.

(b) Customer continues to make all other payments to HSS’s Preferred Provider under any applicable agreements and does not become in default under such agreements.

(c) Customer’s Hotel remains in the Hilton Garden Inn Brand division (after conversion and rebranding if applicable).

(d) Customer executes the HITS Agreement contemporaneously with this Refresh Program Agreement.

(e) Customer’s participation and continued cooperation with HSS in the Hilton Garden Inn Refresh Program, including, but not limited to, the refreshment of Network Authorized Equipment.

(f) Customer allows the removal and future replacement or refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

(g) If applicable, Customer must complete the Hotel’s conversion and rebranding as a Hilton Garden Inn Brand Hotel.

4. Termination. HSS may terminate the above Equipment License on the Network Authorized Equipment and all other obligations of HSS under this Refresh Program Agreement at HSS’s option: (a) Immediately without notice in the 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 Refresh Program Agreement will 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, will constitute a default and breach of condition by Customer under this Refresh Program Agreement. Termination of the HITS Agreement will result in termination of this Refresh Program Agreement. HSS may terminate this Refresh Program Agreement without terminating the HITS Agreement, whereupon the HITS Agreement will be construed and enforced as if this Refresh Program Agreement had never been entered into (subject to accrued rights and obligations).

Upon termination of this FBPP Agreement, Customer will be required to pay HSS for the unpaid cost of any Program Funded Equipment transferred to Customer and/or to pay for any termination penalties or removal costs relative and assume any remaining lease payments of HSS as to the Network Authorized Equipment that is provided Customer pursuant to this FBPP Agreement or to purchase such equipment from HSS’s lessor. The costs (which will vary depending upon the equipment involved and the timing of the termination) and the various options available will be sent to Customer at the time of the notification of the upcoming termination. Upon termination of this FBPP Agreement, HSS will pass on to Customer, and Customer will be responsible for, all subsequent fees and costs of Equipment Maintenance and Software Maintenance. If a termination occurs before the expiration of three (3) years since HSS incurred installation and/or service fees and costs in performing a refreshment of Network Authorized Equipment (“Refresh Costs”), then Customer will also reimburse HSS for the unamortized value (on a monthly basis over a thirty-six (36) month period) as to such Refresh costs.

In addition, Customer will pay to HSS a termination fee which is designed to reimburse HSS in part for unamortized or otherwise unrecovered costs of the Certified Third Party Software and Vendor Equipment Maintenance Fees under this Refresh Program Agreement. If such termination occurs or if Customer’s use of the Preferred Providers terminates during the first year following the shipment date of the Network Authorized Equipment to Customer’s Hotel (“Start Date”), the termination fee will be in the amount of $5,000. If such termination occurs during subsequent years following such Start Date, the termination fee will be as follows:

- During second year - $4,000
- During third year - $3,000
- Thereafter - $1,000

Provided, however, if this Refresh Program Agreement is terminated, or if Customer’s use of the Preferred Provider is terminated after a Refresh of Network Authorized Equipment, the termination fee will depend upon the period elapsed after the Start Date applicable to shipment of the Network Authorized Equipment for each successive Refresh as follows:

- During first year - $4,000
- During second year - $3,000
- During third year - $2,000
- Thereafter - $1,000

5. **Property of HSS.** The Network Authorized Equipment will be and remain the property of HSS, subject only to the conditional Equipment License granted to Customer in this Refresh Program Agreement.

6. **Additional Equipment/Software.** Any and all additional Authorized Equipment (“Standard Plus Equipment”) may be purchased or leased by Customer from a Preferred Provider. Any and all additional Certified Third Party Software authorized by HSS but not included in the Brand standard applicable to Customer (“Standard Plus Software”) may be licensed or sublicensed from HSS or a Preferred Provider.

7. **Defined Terms.** All capitalized terms used in this Refresh Program Agreement which are not specially defined in this Refresh Program Agreement will have the meaning ascribed to such terms in the HITS Agreement.

8. **Other Important Provisions.** The parties mutually acknowledge and agree that the Network Authorized Equipment is part of the Authorized Equipment referred to in the HITS Agreement, that this Refresh Program Agreement is a schedule to the HITS Agreement and that this Refresh Program Agreement and its performance by the parties are a part of the transactions contemplated by the HITS Agreement. Upon each Refresh of Network Authorized Equipment, the terms and conditions applicable to any equipment, software or
services provided for or pursuant to the Refresh will be the same as the terms and conditions of this Refresh Program Agreement, including, but not limited to, the termination fees described herein; and, except for such termination fees (as specified above), all terms and provisions hereof (including those incorporated by reference below) will apply as if this Refresh Program Agreement was executed on the Start Date for each such Refresh. In the event of conflict between the provisions of this Refresh Program Agreement and the provisions of the HITS Agreement, the provisions of this Refresh Program Agreement will prevail. Except as modified herein, all provisions of the HITS Agreement applicable to the Authorized Equipment, Proprietary Software, Certified Third Party Software and Services are applicable to the equipment, software, and services described herein or provided hereunder. Where HSS is providing equipment, software or services instead of such items being provided by a Preferred Provider, HSS will be entitled to all of the protections and the limitations of warranties, liabilities and damages as if HSS were such Preferred Provider. Except as the context may otherwise require, all references to “this Agreement” in these incorporated provisions will, for purposes of this Refresh Program Agreement, be construed to include this Refresh Program Agreement.

9. Notices. The notice provisions of the HITS Agreement will apply to all notices, requests, demands and other communications under this Refresh Program Agreement.

10. Counterparts. This Refresh Program Agreement may be executed in one or more counterparts, each of which will constitute one and the same instrument.

Effective Date: The effective date ("Effective Date") will be the date signed by HSS.

CUSTOMER: %LegalEntity%
By: %HotelApproverSignature% Authorized Signature
Print Name: %HotelApproverName%
Title: %HotelApproverTitle%
Date: %HotelApprovedDate%

HILTON SYSTEMS SOLUTIONS, LLC
By: %HiltonApproverSignature% Authorized Signature
Print Name: Randy Kanaya
Title: Director – OnQ® Deployment Planning
Date: %HiltonApprovedDate%
ATTACHMENT J (1)

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT

%NetAuthEquip1
EXHIBIT H
Hilton Garden Inn - Global - Brand Operating Standards

11 November 2019
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Summary of Changes

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This Standards Manual ("Manual") has been developed to provide the Owner (as defined below) of the Hotel with the required minimum standards, procedures, rules, regulations, policies, and techniques (the "Brand Standards") of the Hilton Garden Inn ("Brand") focused service brand system (the "System"). To achieve and maintain high standards of quality and service and associated goodwill for the System, it is essential that Owner strictly adhere to all elements of the System, including, without limitation, the Manual and the Owner’s Agreement. Notwithstanding anything in this Manual to the contrary, the policies contained in the Resources to this Manual are not required to be adopted by a franchised Hotel as long as the Hotel adopts a policy covering the subject matter in the attachment that meets all legal requirements.

All references in this Manual to "Owner" refer to the Owner operating under a License Agreement or Franchise Agreement (which may be the owner of the Hotel) or the owner under a Management Agreement, as applicable, with the Brand (the “Agreement”). All references in this Manual to the “Hotel” refer to the Hotel that has been provided with this Manual. At times this Manual imposes obligations on the Hotel that are essential to the System. Owner is responsible for ensuring the hotel’s compliance with those obligations. All references in this Manual to the “Brand” refer to Hilton Franchise Holding LLC or HLT Existing Franchise Holding LLC if the hotel is designated as a USA hotel. Otherwise, these references refer to Hilton Worldwide Franchising LP. All references to Hilton Worldwide refer to Hilton Worldwide, Inc.

These Brand Standards are subject to change, amendment, or supplement from time to time by the Brand. The Brand has the sole and absolute discretion to grant exceptions to these Brand Standards as it deems appropriate.

These Brand Standards are designed to protect the System and the trademarks and service marks associated with the System, and not to control the day-to-day operation of the Hotel. Owner at all times will remain responsible for the operation of the Hotel, and all activities occurring at the hotel. Owner must hire and train its own employees. The Brand is not responsible for and does not direct or control the conduct of any Hotel employee.

Owner must comply with and maintain the Brand Standards at a level equal to or greater than as set forth in this Manual. Violation of any of these Brand Standards by Owner shall constitute default of Owner’s Agreement and would allow the Brand to take all necessary action to protect the integrity of the System.

This Manual is the property of the Brand and is provided to Owner for use and reference during the term of its Agreement with the Brand. Additions and modifications to this Manual will be posted at a website of which the Brand will provide Owner notice, or will be sent to Owner, and Owner must comply with these additions and modifications to the same extent as if set forth in this Manual at this time. For the avoidance of any doubt, any such additions or modifications set forth at such a website are incorporated herein by reference.

Owner must maintain the confidentiality of the Manual. Upon termination of its Agreement, Owner must return this Manual and all other confidential material owned, created, or used by the Brand without retaining any photocopies.

At or about the time Owner executes the Agreement, the Brand will place Owner in a Region set forth below. The Region that Owner is placed in is within the sole and absolute discretion of the Brand and may be modified from time to time. Owner must comply with all Brand Standards applicable to that Region, which includes those Brand Standards that are not limited by Region.

For the avoidance of any doubt, if the applicability of a Brand Standard or a section of a Brand Standard is limited to a specific Region and the Owner has not been placed in that Region, then the Brand Standard or section, as the case may be, is not applicable to the Owner. Conversely, if the Owner has been placed in that Region, the Owner must comply with the Brand Standard or section.

For the avoidance of doubt, wherever it is stated in this Brand Standards Manual that certain requirements/specifications would apply where the Hotel has or decides/elects to have certain elements, whether the Hotel has or will have such elements is to be determined in the sole discretion of Hilton Worldwide.

Portable Document Format (PDF) Disclaimer
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The information contained in the portable document format (PDF) version of this manual represents the brand standards as of the effective date. Hilton Worldwide reserves the right, at our sole and absolute discretion, to change modify, add or remove portions of these standards at any time. These brand standards should be used for internal purposes only and may not be publicly distributed. This PDF contains confidential information and any unauthorized disclosure, copying or distribution of this material is strictly prohibited.
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<td>Franchise Bureau</td>
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<tr>
<th>State</th>
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<th>Agent for Service of Process</th>
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| New York   | Office of the New York State Attorney General  
Bureau of Investor Protection and Securities Franchise Section  
New York State Department of Law  
120 Broadway, 23rd Floor  
New York, NY 10271  
212-416-8211 | Attention: New York Secretary of State  
Division of Corporations  
One Commerce Plaza, 6th Floor  
99 Washington Avenue  
Albany, NY 12231  
518-473-2492 |
| North Dakota | North Dakota Securities Department  
600 E. Boulevard Avenue,  
State Capitol, Fifth Floor, Dept. 414  
Bismarck, ND 58505-0510  
701-328-4712 | North Dakota Securities Commissioner  
600 E. Boulevard Avenue,  
State Capitol, Fifth Floor  
Bismarck, ND 58505-0510  
701-328-4712 |
| Rhode Island | Department of Business Regulation  
Securities Division  
Bldg. 69, 1st Floor, John O. Pastore Center  
1511 Pontiac Avenue  
Cranston, RI 02920  
401-462-9527 | Director of Dept. of Business Regulation  
Securities Division  
Bldg. 69, 1st Floor, John O. Pastore Center  
1511 Pontiac Avenue  
Cranston, RI 02920  
401-462-9527 |
| South Dakota | Department of Labor and Regulation  
Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, SD 57501  
605-773-3563 | Department of Labor and Regulation  
Director of the Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, SD 57501  
605-773-3563 |
| Virginia    | State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, VA 23219  
804-371-9051 | Clerk of State Corporation Commission  
1300 East Main Street, 1st Floor  
Richmond, VA 23219  
804-371-9733 |
| Washington  | Department of Financial Institutions  
Securities Division – 3rd Floor  
150 Israel Road, S.W.  
Tumwater, WA 98501  
360-902-8760 | Director of Dept. of Financial Institutions  
Securities Division – 3rd Floor  
150 Israel Road, S.W.  
Tumwater, WA 98501  
360-902-8760 |
| Wisconsin   | Office of the Commissioner of Securities  
Wisconsin Department of Financial Institutions  
201 West Washington Avenue, Suite 300  
Madison, WI 53703  
608-261-9555 | Commissioner of Securities  
Wisconsin Department of Financial Institutions 201 West Washington Avenue,  
Suite 300  
Madison, WI 53703  
608-261-9555 |

If a state is not listed, we are not required to appoint an agent for service of process in that state in order to comply with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.
Exhibit J
Addendum to Disclosure Document
Pursuant to the California Franchise Investment Law

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT http://www.dbo.ca.gov

See the cover page of the Disclosure Document for our URL address. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

1. Item 3 is amended to state that no person named in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. Items 6, 9, and 17 (d), (e), and (i) are amended to state that the Franchise Agreement provides for liquidated damages. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

3. Items 17 (b), (c), (d), (e), (f), (g), (h), (i) and (w) are amended to state that California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

4. Item 17 (h) is amended to state that the Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

5. Item 17 (w) is amended to state that the Franchise Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.

6. Item 17 (v) is amended to state that the Franchise Agreement requires venue to be limited to Fairfax County, Virginia unless we sue you where your Hotel is located. This provision may not be enforceable under California law.

7. Items 17 (c) and (m) are amended to state that you must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

8. Item 17 (s) is amended to state that California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

Addendum to Disclosure Document
Pursuant to the Hawaii Franchise Investment Law

THE GENERAL RELEASE LANGUAGE CONTAINED IN THE FRANCHISE AGREEMENT SHALL NOT RELIEVE US OR OUR AFFILIATES FROM LIABILITY IMPOSED BY THE LAWS CONCERNING FRANCHISING OF THE STATE OF HAWAII.
THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER “OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Addendum to Disclosure Document
Pursuant to the Illinois Franchise Disclosure Act

Item 13 is amended to provide that while we do not own the Marks, our affiliate owns the Marks and has licensed us to use the Marks and to sublicense the Marks to you.

1. Notice Required by Law:

THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.

2. Items 17 (v) and (w) are amended to state that the provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction, venue, choice of law and waiver of jury trials will not constitute a waiver of any right conferred upon you by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims according to the provisions of Title 9 of the United States Code.

Addendum to Disclosure Document
Pursuant to the Maryland Franchise Registration and Disclosure Law

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of Maryland:

1. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that the laws of the State of Maryland may supersede the Franchise Agreement, in the areas of termination and renewal of the Franchise.
2. Item 17 (h) is amended to state that the provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Item 17 (v) is amended to state that you may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within 3 years after the grant of the Franchise.

4. Item 17 (w) is amended to state that nothing in the General Release under Section 16.8 of the Franchise Agreement shall operate to release us or our affiliates from any liability under the Maryland Franchise Registration and Disclosure Law.

MICHIGAN ADDENDUM TO DISCLOSURE DOCUMENT

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the state of Michigan.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION, FRANCHISE SECTION
525 W. OTTAWA ST.
G. MENNEN WILLIAMS BUILDING, FIRST FLOOR
LANSING, MICHIGAN 48933
517-373-7117

Addendum to Disclosure Document
Pursuant to the Minnesota Franchise Investment Law

1. Minnesota law provide that we must indemnify you against liability to third parties resulting from claims by third parties that your use of our trademarks infringes trademark rights of the third party. We do not indemnify you against the consequences of your use of our trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, you must provide notice to us of any such claim and tender the defense of the claim to us within 10 days after the claim is asserted. If we accept the tender of defense, we have the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Items 17 (b), (c), (d), (e), (f), (g), (h) and (i) are amended to state that Minnesota law provides you with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.
3. Items 17 (a) and (m) are amended to state that the general release language contained in the Franchise Agreement shall not relieve us or our affiliates, from liability imposed by the Minnesota Franchise Investment Law.

4. Item 17 (i) is amended to state that Minnesota Rule 2860.4400J prohibits requiring you to consent to liquidated damages.

5. Items 17 (i), (v) and (w) are amended to state that Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of Minnesota.

Addendum to Disclosure Document
Pursuant to the New York Franchise Sales Act

1. Item 3 is amended to add the following:

Neither we nor any individual listed in Item 2, have pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging: a felony; a violation of a franchise, antitrust or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

Neither we nor any individual listed in Item 2, have been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud; embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

Neither we nor any individual listed in Item 2, are subject to any currently effective injunctive or restrictive order or decree relating to franchises or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or are subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or are subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 is amended to add the following:

During the 10-year period immediately preceding the date of this disclosure document, neither we nor any person identified in Item 2 above, has filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; obtained a discharge of its debts under the bankruptcy code; or was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 17 is amended to add the following:

The franchisee may terminate the agreement upon any grounds available by law.
We will not assign our rights under the Franchise Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under the Franchise Agreement.

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement that is inconsistent with that law.

You must sign a general release when you renew the Franchise Agreement and in connection with any transfer under the Franchise Agreement. These provisions may not be enforceable under New York law.

Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

Addendum to Disclosure Document
Pursuant to the North Dakota Franchise Disclosure Act

1. Item 17 (i) is amended to state that liquidated damages are prohibited by the laws of the State of North Dakota.

2. Item 17 (w) is amended to state that the laws of the State of North Dakota supersede any provisions of the Franchise Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law.

3. Item 17 (v) is amended to state that any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Licensee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted.

4. Item 17 (w) is amended to state that any provision in the Franchise Agreement which requires you to waive your right to a trial by jury is deleted.

5. Items 17 (c) and (m) are amended to state that no release language set forth in the Franchise Agreement shall relieve us or our affiliates from liability imposed by the North Dakota Franchise Disclosure Act.

Addendum to Disclosure Document
Additional Information Required by the State of Rhode Island

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 et seq. (the “Act”), the Franchise Disclosure Document for use in the State of Rhode Island is amended as follows:

Item 17 (h) is amended to state that termination of a franchise agreement as a result of insolvency or bankruptcy may not be enforceable under federal bankruptcy law.

Items 17 (c) and (m) are amended to state that any release signed as a condition of transfer or renewal will not apply to any claims you may have under the Rhode Island Franchise Investment Act.

Items 17 (u), (v) and (w) are amended to state that any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
Addendum to Disclosure Document
Pursuant to the Virginia Retail Franchise Act

Item 17.h is amended to state that, pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Addendum to Disclosure Document
Pursuant to the Washington Franchise Investment Protection Act

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with us, including areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise.

2. A release or waiver of rights you sign will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

5. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
EXHIBIT K
Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company [IF NEEDED; successor by-merger to SELECT DOUBLETREE FRANCHISE LLC, a Delaware limited liability company, EMBASSY SUITES FRANCHISE LLC, a Delaware limited liability company, HILTON FRANCHISE LLC, a Delaware limited liability company, HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company, HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company, HOMEWOOD SUITES FRANCHISE, LLC, a Delaware limited liability company, HLT ESP FRANCHISE LLC, a Delaware limited liability company OR SELECT HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company, successor in interest to SELECT [DT] Doubletree Hotel Systems, Inc. [ES, HAM, HWS] Promus Hotels, Inc. [HFS, HGI, CON, WA] Hilton Inns, Inc.] SELECT FOR CANADA: HILTON WORLDWIDE FRANCHISING LP, a limited partnership formed under the laws of England and Wales ] (“Franchisor”) and __________________, a ________________ ("Franchisee") are parties to a franchise agreement dated ________________, including all amendments, riders, supplemental agreements and assignments (collectively, "Franchise Agreement"). Franchisee operates [ will operate ] the [INSERT brand ] hotel [ to be ] located at _____________________ ("Hotel") under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mortgage loan in the amount of $________________ dated __________________, as such mortgage loan may be periodically amended, modified, supplemented, extended or restated ("Loan"), from ________________ [IF LENDER IS NOT A BANK; a [State] [Type of Entity] ("Lender") [IF NEEDED: as administrative agent for itself and other participant lenders (in its capacity as administrative agent, "Lender") ] to Franchisee. [IF NOT FRANCHISEE; ___________, a [State] [Type of Entity] ("Borrower") ] to be used [IF MULTIPLE PROPERTIES:; in part, ] for the direct benefit of the Hotel. [DESCRIBE BORROWER’S RELATIONSHIP TO FRANCHISEE, e.g. Borrower is the owner of the real property on which the Hotel is located, which Borrower leases to Franchisee, its affiliate.]

[IF MULTIPLE LENDERS, REFERENCE SHORT NAMES ABOVE AND USE CONSISTENTLY. FIRST ALTERNATIVE: Franchisor is entitled to presume conclusively that notice to and actions or failures to act by INSERT NAME OF ONE LENDER ___________________ ("Lead Lender") are sufficient for all purposes under this letter agreement and that rights under this letter agreement may only be exercised by and the obligations under this letter agreement may only run to Lead Lender. Lead Lender may designate in writing a different party to this letter agreement to represent all lenders, provided that one party must be designated to represent all lenders.]

SECOND ALTERNATIVE: First Lender [MODIFY AS NEEDED], Second Lender [MODIFY AS NEEDED] and Third Lender [MODIFY AS NEEDED] will be collectively referred to as “Lender.” First Lender, Second Lender and Third Lender have represented to Franchisor that they have entered into an intercreditor agreement that establishes priorities among the lenders. Franchisor is not a party to the
intercreditor agreement and is relying on the representations of First Lender, Second Lender and Third Lender. Franchisor is entitled to presume conclusively that the rights and obligations under this letter agreement will run to the Lender who contacts Franchisor and represents that it is entitled by the terms of the intercreditor agreement to exercise the rights of Lender under this letter agreement. Lender agrees that Franchisor shall have no obligation to resolve inconsistent instructions if it receives instructions from more than one lender and Franchisor shall have no liability to any lender as a result of any action that Franchisor takes in good faith at the direction of another lender, or any failure of Franchisor to act in the face of inconsistent instructions.

**IF PRIOR LENDER COMFORT LETTER EXISTS:** Reference is also made to a letter agreement dated __________, among Franchisor [CONFIRM ENTITY], Franchisee [CONFIRM ENTITY] and Lender [CONFIRM ENTITY] ("Existing Comfort Letter").

**IF EXISTING COMFORT LETTER IS WITH SAME LENDER:** This letter agreement replaces the Existing Comfort Letter, which is null and void, and of no further force or effect. [IF MORE THAN ONE EXISTING COMFORT LETTER, MODIFY THIS AND ¶¶ 5 AND 6 AS NEEDED]

1. **Cure Period.**
   
   (a) **Notice of Franchisee Default.** Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

   (b) **Lender's Cure Periods.** Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee ("Lender’s Cure Period"). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession and/or ownership of the Hotel (each, an “Acquisition”), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender’s Cure Period, for Lender to complete its Acquisition, through foreclosure or other appropriate proceedings (“Additional Period”); provided that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession and/or ownership of the Hotel. On request by Lender, the Additional Period may be further extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender’s action has been stayed or enjoined. If Franchisor has not issued a default notice to Franchisee or Lender has cured Franchisee’s default during Lender’s Cure Period and Lender commences a foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms and timelines outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender’s notice to Franchisor of Franchisee’s default under the Loan will be deemed to initiate the timeline outlined under the Lender’s Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

   (c) **Franchisor’s Rights to Terminate Franchise Agreement.** Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee’s default or any subsequent default, in the sole opinion of Franchisor,
damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, “Hilton”); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements, satisfactory to Franchisor in its sole discretion, having been entered into between Franchisor and Lender.

(d) Expiration of Franchise Agreement. Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) Receiver Appointment. If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor’s then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. Acquisition and Assumption.

(a) Lender’s Election to Waive Assumption of Franchise Agreement. Lender may give written notice to Franchisor of Lender’s election to waive Lender’s right to assume the Franchise Agreement at any time (i) during Lender’s Cure Period, or the Additional Period, as the Additional Period may be extended in accordance with Subparagraph 1(b) of this letter agreement, or (ii) within twenty (20) calendar days after the Acquisition. If given, the notice will be effective twenty (20) calendar days after Franchisor’s receipt of the notice, and Franchisor may rely on the notice to exercise its remedies against Franchisee under the Franchise Agreement, including termination of the Franchise Agreement. Lender shall not be liable for any termination fees or liquidated damages arising from the early termination of the Franchise Agreement; provided, however, if Lender or its designee is or comes into possession of the Hotel before the notice is effective, then Lender shall be responsible for post-termination de-identification obligations at the Hotel, and for payment of any fees owed to Franchisor pursuant to the Franchise Agreement that accrued while Lender was in possession of the Hotel before the notice is effective, but excluding termination fees or liquidated damages.

(b) Acquisition and Franchise Agreement Assumption. If Lender does not give written notice to Franchisor under Subparagraph 2(a), the Franchise Agreement will continue in full force and effect if Lender acquires possession and/or ownership of the Hotel as the result of an Acquisition, Lender will be deemed to have assumed the Franchise Agreement as of the date of the Acquisition. Lender will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the Acquisition date, including the payment of fees owed to Franchisor (“Assumption”). Any conditions in the transfer provisions of the Franchise Agreement that Franchisor deems relevant shall apply with respect to the Assumption, including but not limited to the obligation for Lender to submit its ownership structure, organizational documents and evidence of insurance. Lender must, within ten (10) business days after receipt of a request from Franchisor, provide to Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), as well as the other information reasonably requested. If Franchisor confirms that Lender is not a Sanctioned Person, Franchisor will promptly prepare Franchisor’s then-current form assumption agreement (“Assumption Agreement”) to document the Assumption, and deliver the Assumption Agreement to Lender. Lender must execute and return the Assumption Agreement to Franchisor within ten (10) business days after receipt from Franchisor. Lender’s failure to timely execute and deliver the Assumption Agreement may be deemed a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any
renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor a processing fee of Five Thousand Dollars ($5,000). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender’s Acquisition except for personal and non-curable defaults. “Personal and non-curable defaults” means that the default (i) occurred before the date of Lender’s Acquisition; (ii) is a non-curable default; (iii) is purely personal to Franchisee (e.g., failure to provide adequate notice or past failure to maintain Franchisee’s company status); and (iv) is unrelated to the operation of the Hotel.

(c) [INCLUDE ONLY IF EQUITY ACQUISITION LANGUAGE IS REQUESTED] Equity Acquisition and Amendment. If Lender acquires ownership of the Franchisee by means of an Equity Acquisition, Lender will be deemed to have assumed the rights and obligations of the Franchisee under the Franchise Agreement as of the date of the Equity Acquisition, and Lender must diligently cure all defaults which Lender could not cure before the Equity Acquisition under the terms of Subparagraph 1(b), within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender’s Equity Acquisition. Lender must enter into an amendment to the Franchise Agreement to document the change of control of Franchisee, which will, among other things, contain a new ownership structure for Franchisee ("Amendment"). Subject to confirmation that Lender is not a Sanctioned Person, Franchisor will prepare the Amendment promptly after receipt of any information requested under this Subparagraph 2(b). Franchisor will deliver the Amendment to Lender, and Lender will execute and return the Amendment to Franchisor within ten (10) business days after Franchisor delivers it. Lender’s failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. In lieu of any transfer or application fee, Lender agrees to pay Franchisor a processing fee of Five Thousand Dollars ($5,000).

(d) Lender’s Sale to Third Party After Assumption. The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party, and payment of an application fee.

3. Notice to Franchisor. Lender agrees to notify Franchisor (a) contemporaneously with commencement of any action that may result in an Acquisition, (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel, (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the Hotel or the Loan is paid in full, but Lender’s failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 13 [NO ESTOPPEL] 14 [ESTOPPEL]. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver, or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

Hilton Worldwide Holdings Inc.
Attention: General Counsel
7930 Jones Branch Drive, Suite 1100
McLean, VA 22102
4. **Confidentiality and Non-Disclosure.** The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender’s servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, assignment, participation or securitization of the Loan by Lender or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business, the provisions of this letter agreement.

5. **Franchisee Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

   (a) Franchisee hereby certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, a “Claim”), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement [IF APPLICABLE: or the Existing Comfort Letter].

   (b) [IF APPLICABLE: Franchisee hereby represents that the loan referenced in the Existing Comfort Letter has been paid in full [DELETE FIRST CLAUSE IF LOAN IS BEING ASSUMED] and agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Franchisor has no obligations of any kind under the Existing Comfort Letter.]

   (c) Franchisee hereby agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

   (d) Franchisee hereby agrees that this letter agreement was provided to Lender at Franchisee’s request.

   (e) Franchisee hereby fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns of each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the “Released Parties”), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney’s fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist (“Released Claims”), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement [IF APPLICABLE: or the Existing Comfort Letter]. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

   (a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. “Sanctioned Person” means any person, 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. “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.

(b) [DELETE FOR OL, QQ, UP] Lender hereby represents and warrants in favor of Franchisor that Lender is not a Competitor of Franchisor.

(c) Lender hereby represents and warrants in favor of Franchisor that [IF LENDER IS A BANK] Lender does not own any Equity Interest in Franchisee [IF LENDER IS NOT A BANK] neither Lender nor any of its officers or directors own any Equity Interest in Franchisee.

(d) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated, without the need for further action by Lender or Franchisor.

(e) [IF LENDER IS A PARTY TO EXISTING COMFORT LETTER:] Lender hereby certifies to Franchisor that no Claim, or condition that could with the passage of time, giving notice or otherwise become a Claim by Lender, currently exists or has existed against Franchisor under the Existing Comfort Letter; agrees that the Existing Comfort Letter is null and void and of no further force and effect; and agrees that Franchisor has no obligations of any kind under the Existing Comfort Letter.

(f) [IF FOR A LOAN ORIGINATED AT AN EARLIER DATE:] Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession and/or ownership of the Hotel.

(g) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement. [IF LENDER IS A PARTY TO EXISTING COMFORT LETTER, ADD or the Existing Comfort Letter.] [FOR CANADA ONLY; provided, however that this release will not relieve any of the Released Parties from any liability imposed by the Ontario Arthur Wishart Act (Franchise Disclosure), 2000, that may have existed as of the Effective Date of this Agreement.]

7. [IF REQUESTED, CHECK ¶ REFERENCES IN ¶¶ 3 / 6] Franchisor Estoppel. Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor’s knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no Default currently exists under the Franchise Agreement. “Franchisor’s knowledge” means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. “Default” means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. [IF QUALIFIERS: Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default.]
8. **Assignment.** This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor’s consent is not required for any assignment to:

   (a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

   (b) the trustee in a securitization if Lender (i) directly transfers the Loan to the trustee and (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new “Lender” and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as “Lender” under this letter agreement; but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

   (c) **[IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT:]** any successor administrative agent with respect to the Loan if the successor is a national bank, a state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as “Lender” under this letter agreement gives notice to Franchisor, identifying the new “Lender” and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

   (d) any subsequent holder or holders of the Loan (“Assignee”) if (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement (“Assignment”) and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the management company for the Hotel (“Management”) made by Lender or a receiver before an Assumption is subject to Franchisor’s prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.
11. **Subordination.** Franchisor acknowledges and agrees that the Franchise Agreement, to the extent that it creates any interest in the Hotel, is and shall be subordinate to the mortgage or deed of trust of Lender placed or to be placed on the Hotel in accordance with the terms of the Loan.

12. **Collateral Assignment.** If the Franchise Agreement is being pledged by Franchisee to Lender as security for Franchisee’s obligations to Lender under the Loan, issuance of this letter agreement evidences Franchisor’s consent to the collateral assignment. Lender’s rights in connection with the Franchise Agreement are governed by the terms and conditions in this letter agreement.

13. **Execution.** This letter agreement may be signed in counterparts, each of which will be considered an original. The parties agree to conduct the transaction by electronic means which will be initiated by Franchisor. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled.

14. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor’s authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor’s offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in the Hotel or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with the terms of this letter agreement.

15. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor’s part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement. Capitalized terms not otherwise defined in this letter agreement shall have the meanings assigned to the term in the Franchise Agreement.

Sincerely,

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC
OR IF HOTEL IS IN CANADA LOOK UP CORRECT FRANCHISOR

Signature Blocks on Following Page
LENDER:
[NAME]

By: ______________________________
Name: ____________________________
Title: ____________________________
Accepted and agreed to ______________  DATE

FRANCHISEE:
[NAME]

By: ______________________________
Name: ____________________________
Title: ____________________________
Accepted and agreed to ______________  DATE

FRANCHISOR:
HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC
OR IF HOTEL IS IN CANADA LOOK UP CORRECT FRANCHISOR

By: ______________________________
Name: ____________________________
Title: _______ Authorized Signatory
Effective Date: _____________________
Ladies and Gentlemen:

HILTON FRANCHISE HOLDING LLC, a Delaware limited liability company [IF NEEDED:, successor-by-merger to SELECT DOUBLETREE FRANCHISE LLC, a Delaware limited liability company, EMBASSY SUITES FRANCHISE LLC, a Delaware limited liability company, HILTON FRANCHISE LLC, a Delaware limited liability company, HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company, HILTON GARDEN INNS FRANCHISE LLC, a Delaware limited liability company, HOMEWOOD SUITES FRANCHISE, LLC, a Delaware limited liability company, HLT ESP FRANCHISE LLC, a Delaware limited liability company OR SELECT HLT EXISTING FRANCHISE HOLDING LLC, a Delaware limited liability company, successor-in-interest to [DT Doubltree Hotel Systems, Inc. [ES, HAM, HWS Promus Hotels, Inc. [HFS, HGI, CI, WAC Hilton Inns, Inc.] SELECT FOR CANADA: HILTON WORLDWIDE FRANCHISING LP, a limited partnership formed under the laws of England and Wales] ("Franchisor") and ___________________, a ________________ ("Franchisee") are parties to a franchise agreement dated ________________, including all amendments, riders, supplemental agreements and assignments (collectively, "Franchise Agreement"). Franchisee operates [ will operate ] the [INSERT brand ] hotel [to be ] located at _____________________ ("Hotel") under the terms of the Franchise Agreement.

This letter agreement is being entered into in connection with a mezzanine loan in the amount of $_______________, dated _________, as such mezzanine loan may be periodically amended, modified, supplemented, extended or restated ("Loan") from ____________ [IF LENDER IS NOT A BANK, a [State] [Type of Entity] ("Lender") [IF NEEDED: as administrative agent for itself and other participant lenders (in its capacity as administrative agent, ("Lender")) ] to Franchisee [IF NOT FRANCHISEE, a [State] [Type of Entity] ("Mezzanine Borrower") ] to be used [IF MULTIPLE PROPERTIES, in part, ] for the direct benefit of the Hotel. [DESCRIBE BORROWER'S RELATIONSHIP TO FRANCHISEE. (e.g., Mezzanine Borrower is the owner of the real property on which the Hotel is located, which Borrower leases to Franchisee, its affiliate.) [IF MULTIPLE LENDERS, REFERENCE SHORT NAMES ABOVE AND USE CONSISTENTLY:] [FIRST ALTERNATIVE: Franchisor is entitled to presume conclusively that notice to and actions or failures to act by INSERT NAME OF ONE LENDER __________________________ ("Lead Lender") are sufficient for all purposes under this letter agreement and that rights under this letter agreement may only be exercised by and the obligations under this letter agreement may only run to Lead Lender. Lead Lender may designate in writing a different party to this letter agreement to represent all lenders, provided that one party must be designated to represent all lenders. [SECOND ALTERNATIVE: First Lender [MODIFY AS NEEDED], Second Lender [MODIFY AS NEEDED] and Third Lender [MODIFY AS NEEDED] will be collectively referred to as "Lender." First Lender, Second Lender and Third Lender have represented to Franchisor that they have entered into an

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intercreditor agreement that establishes priorities among the lenders. Franchisor is not a party to the intercreditor agreement and is relying on the representations of First Lender, Second Lender and Third Lender. Franchisor is entitled to presume conclusively that the rights and obligations under this letter agreement will run to the Lender who contacts Franchisor and represents that it is entitled by the terms of the intercreditor agreement to exercise the rights of Lender under this letter agreement. Lender agrees that Franchisor shall have no obligation to resolve inconsistent instructions if it receives instructions from more than one lender and Franchisor shall have no liability to any lender as a result of any action that Franchisor takes in good faith at the direction of another lender, or any failure of Franchisor to act in the face of inconsistent instructions.

**[IF THERE IS A MORTGAGE LENDER]**

Franchisor, Franchisee and ______________ ("Mortgage Lender") [SELECT: entered into a letter agreement dated ___________ OR are contemporaneously entering into a letter agreement ] containing substantially the same terms as this letter agreement with respect to the mortgage loan ("Mortgage Letter Agreement"). Lender agrees that any and all rights under this letter agreement are subordinate to any and all rights of Mortgage Lender under the Mortgage Letter Agreement as long as the Mortgage Letter Agreement is effective. [IF MORTGAGE LENDER IS THE MEZZANINE LENDER If, when a notice of default is issued, the notice address for "Lender" under more than one letter agreement is the same, Franchisor's obligation to provide notice to Lender at the address designated in more than one letter shall be satisfied by sending one notice, and multiple notices shall not be required.]

**[IF PRIOR LENDER COMFORT LETTER EXISTS]**

Reference is also made to a letter agreement dated ___________ among Franchisor [CONFIRM], Franchisee [CONFIRM] and Lender [CONFIRM] ("Existing Comfort Letter"). [IF WITH SAME LENDER: This letter agreement replaces the Existing Comfort Letter, which is null and void, and of no further force or effect. ] [IF MORE THAN ONE EXISTING COMFORT LETTER , MODIFY THIS AND ¶¶ 5 AND 6 BELOW]

1. **Cure Period.**

   (a) **Notice of Franchisee Default.** Franchisor will concurrently provide Lender a copy of any default notice sent to Franchisee under the Franchise Agreement. The notice will be sent to Lender at the address set forth above or such other address designated by Lender in writing, provided that only a single address may be designated and it may not be a P.O. Box.

   (b) **Lender's Cure Periods.** Lender shall have the right, but not the obligation, to cure the default within fifteen (15) calendar days beyond the expiration of any cure period given to Franchisee ("Lender's Cure Period"). If the default is for failure to comply with physical standards or other non-monetary default which could only be cured by Lender acquiring possession of the Hotel and/or ownership of Franchisee (each, an "Acquisition"), Lender may have an additional period of one hundred eighty (180) calendar days, commencing at the expiration of Lender's Cure Period, to complete its Acquisition, through UCC sale, foreclosure or other appropriate proceedings ("Additional Period"); provided, that Lender must: (i) notify Franchisor no later than the date it commences proceedings (or promptly after action is stayed or enjoined) that Lender wants the Additional Period; (ii) commence proceedings and diligently prosecute such proceedings to completion within the Additional Period; and (iii) comply with the obligations of Franchisee under the Franchise Agreement not being performed by Franchisee during the Additional Period including payment of all monetary obligations but excluding those obligations which can only be performed by Franchisee or which Lender cannot perform without possession of the Hotel and/or ownership of Franchisee. On request by Lender, the Additional Period may be extended by Franchisor in its determination, which determination shall take into consideration the period of time required to complete an Acquisition in the applicable jurisdiction, and any period of time in which Lender’s action has been stayed or enjoined. If Franchisor has not issued a default notice to
Franchisee, and Lender commences a UCC sale, foreclosure or other proceeding intended to result in an Acquisition, Lender may exercise the rights under this letter agreement under the terms and timelines outlined in this Subparagraph. If Franchisor has not issued a default notice, Lender’s notice to Franchisor will be deemed to begin Lender’s Cure Period and Additional Period. Franchisor acknowledges and agrees that an Acquisition shall not be deemed a sale or lease of the Hotel under the Franchise Agreement, nor a violation of any control or transfer provisions of the Franchise Agreement, and shall not be subject to any right of first refusal or right of first offer contained in the Franchise Agreement.

(c) **Franchisor’s Rights to Terminate Franchise Agreement.** Notwithstanding any other provision of this letter agreement, Franchisor may terminate the Franchise Agreement if any of the following occur: (i) Franchisee’s default or any subsequent default, in the sole opinion of Franchisor, damages the image or reputation of Franchisor or any brand name owned and/or licensed by Hilton Worldwide Holdings Inc., a Delaware corporation, or its subsidiaries or affiliates (collectively, “Hilton”); (ii) Franchisor is required to terminate the Franchise Agreement by court order or action of any trustee in bankruptcy or debtor in possession of the Hotel; or (iii) the Additional Period expires without other arrangements satisfactory to Franchisor in its sole discretion having been entered into between Franchisor and Lender.

(d) **Expiration of Franchise Agreement.** Nothing in this letter agreement will extend the Franchise Agreement beyond its stated expiration date.

(e) **Receiver Appointment.** If a receiver is appointed to operate the Hotel at the request of Lender, Franchisor may require the receiver to enter into Franchisor’s then-current form of receiver agreement, with such modifications as mutually agreed between Franchisor, Lender and receiver, or other documentation that Franchisor considers reasonably necessary.

2. **Assumption and Amendment.**

(a) **Assumption.** Lender will be deemed to have assumed the rights and obligations of Franchisee under the Franchise Agreement as of the date of the Acquisition, and will be obligated to perform all of the obligations of Franchisee under the Franchise Agreement existing at or accruing after the date of the Acquisition, including the payment of fees owed to Franchisor (“Assumption”). In connection with the Assumption, Lender must diligently cure all defaults which it could not cure before the Acquisition, within the time period determined by Franchisor based on the nature of the default and/or the condition of the Hotel at the time of Lender’s Acquisition.

(b) **Amendment.** Lender must, within ten (10) business days after Franchisor’s request, provide Franchisor all information necessary for Franchisor to determine that Lender is not a Sanctioned Person (as defined below), and deliver any other documents regarding Lender’s ownership structure that Franchisor reasonably requests. Franchisor will promptly prepare an amendment to the Franchise Agreement (“Amendment”) to document the Assumption, and deliver the Amendment to Lender. Lender must execute and return the Amendment to Franchisor within ten (10) business days after receipt from Franchisor. Lender’s failure to timely execute and deliver to Franchisor the Amendment shall be a default under the Franchise Agreement entitling Franchisor to terminate the Franchise Agreement. Any renovation requirements imposed by Franchisor in connection with the Assumption will not exceed those which Franchisor could have imposed had Franchisee remained as the Franchisee under the Franchise Agreement. In lieu of any transfer or application fee for the Assumption, Lender agrees to pay Franchisor a processing fee equal to the permitted transfer fee in the Franchise Agreement. If the Franchise Agreement does not reference a permitted transfer fee, then the processing fee will be Five Thousand Dollars ($5,000).
(c) **Lender’s Sale to Third Party After Assumption.** The transfer provisions of the Franchise Agreement will apply to any sale, assignment or transfer by Lender after an Assumption. If the transfer is to a third party who desires to continue to operate the Hotel, these provisions require a change of ownership application, approval of the third party and payment of an application fee.

3. **Notice to Franchisor.** Lender agrees to notify Franchisor (a) contemporaneously with the commencement of any action that may result in an Acquisition; (b) contemporaneously with the filing of a petition for appointment of a receiver or any other action initiated by Lender that materially impacts possession of the Hotel; (c) promptly after an Acquisition of the date the Acquisition occurred, or (d) promptly after Lender no longer has a security interest in the equity ownership of Franchisee or the Loan is paid in full, but Lender’s failure to give notice under this Subparagraph 3(d) will not affect the automatic termination of this letter agreement under Paragraph 11 [NO ESTOPPEL] 12 [ESTOPPEL]. Lender further agrees to promptly provide to Franchisor a copy of any order appointing a receiver or any other judicial or administrative order from an action initiated by Lender that materially impacts possession of the Hotel. All notices to Franchisor should be sent to the following address or such other address periodically designated by Franchisor in writing:

   Hilton Worldwide Holdings Inc.
   Attention: General Counsel
   7930 Jones Branch Drive, Suite 1100
   McLean, VA 22102

4. **Confidentiality and Non-Disclosure.** The provisions of this letter agreement shall not be disclosed by Lender or Franchisee to any third party, excepting (a) the respective employees, directors, officers, agents, regulators or legal and financial representatives of each of Franchisee, Lender and Lender’s servicers, trustees and certificate holders, on a need-to-know basis; (b) as required by law; (c) as mutually agreed to by the parties; (d) as part of any due diligence performed as a part of a sale, assignment, participation or securitization of the Loan by Lender, or a sale of the Hotel after an Acquisition; (e) any investor or potential investor in, or underwriter of, the Loan; and/or (f) any rating agency that rates securities backed by the Loan. Except as provided above, Franchisee and Lender agree not to copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, or business the provisions of this letter agreement.

5. **Franchisee Estoppel and Release.** As consideration for this letter agreement relating to the Loan, Franchisee hereby:

   (a) certifies to Franchisor that the Franchise Agreement is in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver, or estoppel (collectively, "Claim"), or condition that could with passage of time, giving notice or otherwise become a Claim, currently exists or has existed against Franchisor under the Franchise Agreement [IF APPLICABLE; or the Existing Comfort Letter].

   (b) [IF APPLICABLE: represents that the loan referenced in the Existing Comfort Letter has been paid in full [DELETE FIRST CLAUSE IF LOAN IS BEING ASSUMED] and agrees that the Existing Comfort Letter is null and void and of no further force and effect, and Franchisor has no obligations of any kind under the Existing Comfort Letter.]

   (c) agrees that this letter agreement will remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented, or restated.

   (d) agrees that this letter agreement was provided to Lender at Franchisee’s request.
(e) fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless Franchisor, its predecessors, successors and assigns and each of their respective former and present officers, employees, directors, shareholders, partners, members, parents, subsidiaries, affiliates, alter egos, representatives, agents, and attorneys (collectively, the “Released Parties”), from any and all Claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorney’s fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed, may or do exist (“Released Claims”), based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to the Franchise Agreement [IF APPLICABLE: or the Existing Comfort Letter]. Franchisee acknowledges that it may hereafter discover Claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released by this letter agreement. Nevertheless, Franchisee fully and finally settles and releases all such matters, and all Claims relative thereto, which do now exist, may exist or have existed between the Released Parties and Franchisee.

6. **Lender Estoppel and Release.** As consideration for this letter agreement relating to the Loan:

(a) Lender hereby certifies to Franchisor that Lender is not a Sanctioned Person. “Sanctioned Person” means any person, 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. “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.

(b) Lender hereby represents and warrants in favor of Franchisor that Lender is not a Competitor of Franchisor.

(c) Lender hereby represents and warrants in favor of Franchisor that [IF LENDER IS A BANK] Lender does not own any Equity Interest in Franchisee [IF LENDER IS NOT A BANK] neither Lender nor any of its officers or directors own any Equity Interest in Franchisee.

(d) Lender hereby agrees that this letter agreement shall remain in full force and effect in favor of Lender with respect to the Loan, as the Loan may periodically be modified, amended, extended, supplemented or restated without the need for further action by Lender or Franchisor.

(e) [IF LENDER IS A PARTY TO EXISTING COMFORT LETTER] Lender hereby certifies to Franchisor that no Claim, or condition that could with the passage of time, giving notice or otherwise become a Claim by Lender, currently exists or has existed against Franchisor under the Existing Comfort Letter; agrees that the Existing Comfort Letter is null and void and of no further force and effect; and agrees that Franchisor has no obligations of any kind under the Existing Comfort Letter.

(f) [IF FOR A LOAN ORIGINATED AT AN EARLIER DATE] Lender hereby represents and warrants as of the date of its signature below that Lender has not issued a notice of default with respect to the Loan and is not aware of any issue that currently constitutes a default under the Loan and that Lender has not taken any action intended to result in Lender acquiring possession of the Hotel and/or ownership of Franchisee.
(g) Lender hereby fully and forever releases, discharges, and agrees to indemnify, defend and hold harmless the Released Parties from any and all Released Claims by Lender based on any facts, events, or omissions occurring before the execution of this letter agreement which arise out of, concern, pertain, or relate in any way to this letter agreement. [IF LENDER IS A PARTY TO EXISTING COMFORT LETTER:, ADD or the Existing Comfort Letter.] [FOR CANADA ONLY ; provided, however that this release will not relieve any of the Released Parties from any liability imposed by the Ontario Arthur Wishart Act (Franchise Disclosure), 2000, that may have existed as of the Effective Date of this Assignment.]

7. [IF REQUESTED, CHECK REFERENCES in ¶¶ 3 / 6 Franchisor Estoppel. Subject to the acknowledgement by Lender that Franchisor does not own or operate the Hotel, Franchisor hereby certifies to Lender that, to Franchisor’s knowledge as of the date indicated on the first page of this letter agreement, (a) the Franchise Agreement is in full force and effect, and (b) no Default currently exists under the Franchise Agreement. “Franchisor’s knowledge” means the actual knowledge of applicable and reasonably obvious Hotel operational matters regularly reviewed by company employees who have given their attention to such matters in the ordinary course of business and does not include any investigation by those employees or others of other matters or beyond their usual and customary reviews of the Hotel, nor does it include constructive notice of matters or information located in public or Hotel records. “Default” means matters which have been the subject of an actual notice of default under the Franchise Agreement and does not include matters which are or may be in process, under discussion, or otherwise addressed. [IF QUALIFIERS: Notwithstanding the foregoing, Lender is advised that the Hotel failed its most recent Quality Assurance Inspection, but the failure is not a Default].

8. Assignment. This letter agreement may not be assigned by Lender without the written consent of Franchisor; provided, however, Franchisor’s consent is not required for any assignment to:

(a) a direct or indirect subsidiary or affiliate of Lender in connection with an Acquisition.

(b) the trustee in a securitization if Lender (i) directly transfers the Loan to the trustee and (ii) gives notice to Franchisor within thirty (30) days of the transfer, identifying the new “Lender” and the new address for notice. If Lender fully complies with the provisions of this Subparagraph, Franchisor will recognize the trustee as “Lender” under this letter agreement but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(c) [IF LENDER IS ACTING AS AN ADMINISTRATIVE AGENT:] any successor administrative agent with respect to the Loan if the successor is a national bank, state-chartered bank, commercial bank, or the U.S. branch of a foreign bank authorized to operate in the U.S., and the administrative agent identified as “Lender” under this letter agreement gives notice to Franchisor, identifying the new “Lender” and the new address for notice, within thirty (30) days of the transfer, but Franchisor may, in its discretion, reject any notice that is not sent by Lender or that is not sent in a timely manner in accordance with this Subparagraph.

(d) any subsequent holder or holders of the Loan ("Assignee") if (1) the Loan is not in default when notice is given; (2) Lender gives notice to Franchisor, identifying Assignee and the new address for notice, within thirty (30) days of the transfer; and (3) the Assignee (i) is a national bank, state-chartered bank, commercial bank, investment bank, pension fund, finance company, insurance company, or other financial institution engaged in the business of making loans or any fund managed by any of the foregoing, (ii) is not a Competitor of Franchisor, and (iii) does not own directly or indirectly, any equity interest in Franchisee or its constituent owners; provided, however, that Franchisor may, in its discretion, reject a notice if the Loan is in default when notice is given, or if the notice is not sent by Lender, or if
notice is not sent in a timely manner in accordance with this Subparagraph. On receipt and acceptance of the notice, Franchisor will promptly prepare its then-current form of Assignment and Assumption Agreement ("Assignment") and Lender and Assignee must promptly execute and return the Assignment. Franchisor may charge a nominal fee for processing the Assignment. If there is more than one Assignee, the Assignees must (i) designate a single representative to receive notices, negotiate on behalf of and bind each Assignee in connection with this letter agreement and any assignment thereof, and (ii) acknowledge that Franchisor shall be entitled to rely on such designation and deal solely with such representative without the necessity of notifying, negotiating with, or obtaining the consent of, each Assignee.

9. **Communication with Lender.** Franchisee agrees that Franchisor may discuss with Lender or its designee the status of the Hotel, the Franchise Agreement, or any matter to which Lender is entitled to notice under the terms of this letter agreement. Franchisee agrees that the Released Parties shall not be liable to Franchisee for taking any action or providing any information required or contemplated by this letter agreement.

10. **Management.** Any change to the management company for the Hotel ("Management") made by Lender or a receiver before an Assumption is subject to Franchisor’s prior written approval. Franchisor will use its business judgment in determining whether to approve the new Management. After an Assumption, the terms of the Franchise Agreement will govern with respect to Management, provided, however, Lender shall not be bound by any requirements of the Franchise Agreement to manage the Hotel itself.

11. **Execution.** This letter agreement may be signed in counterparts, each of which will be considered an original. The parties agree to conduct the transaction by electronic means which will be initiated by Franchisor. An authorized representative of Franchisor will countersign on behalf of Franchisor when all conditions are fulfilled.

12. **Effectiveness and Termination.** This letter agreement will be effective only when Franchisor receives signatures indicating acceptance by Lender and Franchisee and Franchisor’s authorized representative countersigns on the signature page. If Franchisor does not receive signed copies from Lender and Franchisee within thirty (30) days from the date indicated on the first page of this letter agreement, Franchisor’s offer to enter into this letter agreement may be withdrawn. Once effective, this letter agreement will automatically terminate if (a) Lender no longer has a security interest in Franchisee or the Loan is paid in full, (b) Lender transfers the Loan to another entity unless this letter agreement is assigned in compliance with its terms, (c) Lender materially breaches this letter agreement, (d) Lender has been taken over in any manner by any state or federal agency, (e) Franchisee transfers the Franchise Agreement and the transfer results in a new franchise agreement being entered, or (f) Franchisor terminates the Franchise Agreement in accordance with this letter agreement.

13. **General.** No entity may exercise any rights as Lender under this letter agreement if the entity or any affiliate is or becomes the owner of a direct or indirect beneficial interest (except a strictly passive interest) in Franchisee, other than through the exercise of rights under the Loan. The provisions of this letter agreement are applicable only for the Hotel and the parties to this letter agreement. Issuance and execution of this letter agreement or the granting of any conditions provided in this letter agreement does not constitute an obligation on Franchisor’s part to provide the same at any future date. This letter agreement sets forth the entire agreement of the parties to this letter agreement in regard to the matters addressed in this letter agreement. Capitalized terms not otherwise defined in this letter agreement shall have the meanings assigned to the term in the Franchise Agreement.
Sincerely,

HILTON FRANCHISE HOLDING LLC
OR SELECT HLT EXISTING FRANCHISE HOLDING LLC
OR IF HOTEL IS IN CANADA HILTON WORLDWIDE FRANCHISING LP

Signature Blocks on Following Page
LENDER:

[NAME]

By: ____________________________

Name: ____________________________

Title: ____________________________

Accepted and agreed to ________________

DATE

FRANCHISEE:

[NAME]

By: ____________________________

Name: ____________________________

Title: ____________________________

Accepted and agreed to ________________

DATE

FRANCHISOR:

HILTON FRANCHISE HOLDING LLC

OR SELECT HLT EXISTING FRANCHISE HOLDING LLC

By: ____________________________

Name: ____________________________

Title: _______ Authorized Signatory

Effective Date: ______________________

Lender
Re: Hotel Name – Facility No. ______
Mezzanine Lender Comfort Letter
Page 9

{004028-999987 M0027976.DOC; 1}
FRANCHISOR IF HOTEL IS IN CANADA

HILTON WORLDWIDE FRANCHISING LP,
a limited partnership formed under the laws of England and Wales

By: HILTON WORLDWIDE MANAGE LIMITED,
   Its General Partner

   By: ________________________________

   Name: ________________________________

   Title: ______ Authorized Signatory

   Effective Date: __________________________
Exhibit L
State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

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Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.
EXHIBIT M
This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hilton Franchise Holding LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Rhode Island requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Hilton Franchise Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit I.

The franchisor is Hilton Franchise Holding LLC, located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Its telephone number is 703-883-1000.

Issuance date: March 30, 2020, as amended June 30, 2020

The franchise seller for this offering is [name] ______________________, [title] ______________________, [address] ______________________, [telephone number] ______________________.

Hilton Franchise Holding LLC authorizes the respective state agencies identified on Exhibit I to receive service of process for it in the particular state.

I received a disclosure document dated March 30, 2020, as amended June 30, 2020, that included the following Exhibits:

- Exhibit A List of Franchised Hotels as of December 31, 2019
- Exhibit B List of Franchised Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest During 2019
- Exhibit C Financial Statements
- Exhibit D Franchise Agreement and Addendum
- Exhibit D-1 State Addenda to Franchise Agreement
- Exhibit D-2 Development Incentive Promissory Note
- Exhibit E Guaranty of Franchise Agreement
- Exhibit F Franchise Application
- Exhibit G Information Technology System Agreement (HITS Agreement)
- Exhibit H Manual Table of Contents – Brand Standards
- Exhibit I State Administrators and Agents for Service of Process
- Exhibit J State Addenda to Disclosure Document
- Exhibit K Lender Comfort Letter Forms
- Exhibit L State Effective Dates
- Exhibit M Receipts
PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

_______________________________________________________________
(Name of Entity)

By: ________________________________
(Signature)

Printed Name: ________________________________
Title: ________________________________
Date: ________________________________

If an individual:

_______________________________________________________________
(Signature)

_______________________________________________________________
(Printed Name)

Date: ________________________________

CITY/STATE OF PROPOSED HOTEL(S): ________________________________

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO:
This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hilton Franchise Holding LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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If Hilton Franchise Holding LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit I.

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Exhibit I State Administrators and Agents for Service of Process
Exhibit J State Addenda to Disclosure Document
Exhibit K Lender Comfort Letter Forms
Exhibit L State Effective Dates
Exhibit M Receipts
PROSPECTIVE FRANCHISEE:
If a corporation or other business entity:  

______________________________  
(Name of Entity)

By: ___________________________  
(Signature)

Printed Name: __________________  
Title: ____________________________  
Date: __________________________

If an individual:

______________________________  
(Signature)

______________________________  
(Printed Name)

Date: __________________________

CITY/STATE OF PROPOSED HOTEL(S):  ________________________________

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO: