FRANCHISE DISCLOSURE DOCUMENT

	**ESH Strategies Franchise LLC** A Delaware limited liability company 13024 Ballantyne Corporate Place, Suite 1000 Charlotte, NC 28277 (844) 542-4148 franchise@esa.com | www.franchise.extendedstayamerica.com

ESH Strategies Franchise LLC is offering franchises for EXTENDED STAY AMERICA SUITES® hotels that provide extended stay and transient guest lodging services for self-sufficient, value conscious guests.

The total investment necessary to begin operation of a newly constructed 124-room EXTENDED STAY AMERICA SUITES hotel, excluding real property, is $9,198,390 to $14,299,570. This includes $68,568 to $102,769 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a 100-room conversion EXTENDED STAY AMERICA SUITES® hotel, excluding real property, is $210,020 to $4,112,705. This includes $62,348 to $98,491 that must be paid to the franchisor or affiliate. We may also offer you the right to develop multiple EXTENDED STAY AMERICA SUITES hotels under a Development Agreement if you pay a Development Fee based upon the number of hotels you agree to open, which must be at least two hotels. The Development Fee will be an amount determined by multiplying $50,000 by the number of hotels you agree to open under the Development Agreement which must be at least two.

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, us or our affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchise development team at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277 and (844) 542-4148.

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 26, 2026

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:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	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 E and F.
How much will I need to invest?	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. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only EXTENDED STAY AMERICA SUITES® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an EXTENDED STAY AMERICA SUITES® franchisee?	Item 20 or Exhibits E and F list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	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.

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 restrictions. 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, your 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 H.

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 Risk(s) to Consider About *This* Franchise

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

> **Out-of-State Dispute Resolution.** The Franchise Agreement and Development Agreement require you to resolve disputes with the franchisor by litigation only in the judicial district where its principal place of business is located (currently North Carolina). Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in North Carolina 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 APPLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(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, or 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:

State of Michigan
Office of the Attorney General
CONSUMER PROTECTION DIVISION
Attention: Antitrust and Franchise Unit
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

*NOTE: NOTWITHSTANDING PARAGRAPH (f) ABOVE, WE INTEND TO SEEK ENFORCEMENT OF THE ARBITRATION CLAUSE IN THE FRANCHISE AGREEMENT TO THE FULLEST EXTENT PERMITTED UNDER THE FEDERAL ARBITRATION ACT.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document "we", "us", "our", "ESH" or "Franchisor" means ESH Strategies Franchise LLC. "We", "us", "our", "ESH" or "Franchisor" does not include the employees, officers, directors or shareholders of us. "You", "your" or "Franchisee" means the person, corporation, partnership, limited liability company or other legal entity that buys the franchise. If you are a corporation, partnership, limited liability company or other legal entity, you include the principal owners of such entity or entities if an owner is required to sign a personal guaranty.

This Disclosure Document is for the right to operate an EXTENDED STAY AMERICA SUITES® ("Brand") branded hotel or, if you meet certain qualifications, multiple EXTENDED STAY AMERICA SUITES hotels under the Development Agreement. Capitalized words not defined in this Disclosure Document are defined in the Franchise Agreement or the Development Agreement, as applicable depending upon the context.

Our Background

We are a Delaware limited liability company formed on September 16, 2010. For purposes of this Disclosure Document, we do business under the name EXTENDED STAY AMERICA® and EXTENDED STAY AMERICA SUITES®. Our principal business address is 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277 USA. Our telephone number is (844) 542-4148.

We began operating in the hotel business in early 2016. We offered franchises for EXTENDED STAY AMERICA hotels from August 2017 through March 2021. In March 2021 this mark was modified, and we began offering franchises under only the modified mark - EXTENDED STAY AMERICA SUITES. We began offering franchises for the EXTENDED STAY AMERICA PREMIER SUITES® brand in March 2021. This brand features upgraded amenities and targets higher-rated extended stay guest segments. In September 2022, we also began offering franchises for the EXTENDED STAY AMERICA SELECT SUITES® brand which features more limited amenities and targets cost-conscious extended stay guest segments. We have never owned or operated EXTENDED STAY AMERICA SUITES hotels, EXTENDED STAY AMERICA PREMIER SUITES hotels, EXTENDED STAY AMERICA SELECT SUITES hotels or other businesses of the type being franchised. Those businesses are owned and operated by our affiliates as described below.

As of March 8, 2026 our affiliate ESH Hospitality, Inc. ("ESH Hospitality"), directly or through its affiliates, owned and operated 520 hotels. As of this date, 303 of these hotels were operated under the EXTENDED STAY AMERICA SUITES brand, 32 of these were operated under the EXTENDED STAY AMERICA PREMIER SUITES brand, and 184 of these were operated under the EXTENDED STAY AMERICA SELECT SUITES brand and the remainder were franchised and operated under other brands. Our affiliate, ESA Management LLC ("ESA Management") manages the owned properties that operate under our various EXTENDED STAY AMERICA brands as well as a limited number of franchisee-owned hotels.

Our Parents, Affiliates and Predecessors

We are a wholly-owned subsidiary of ESH Hospitality Strategies LLC ("Strategies"). The principal business address of Strategies is 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277.

Strategies is a wholly owned subsidiary of Eagle Strategies Holdings LLC ("Eagle"). Eagle is owned equally by Eagle Parent Holdings 6, L.P. ("EPLP"), which is affiliated with various entities related to BSS

SCG GP Holdings, LLC ("SCG") as described below, and B9 Eagle NR LLC ("NR"), which is affiliated with various The Blackstone Group, Inc. entities as described below. Eagle's principal business address is 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277.

SCG Affiliation

The general partner of EPLP is Eagle Parent GP 6, L.L.C. ("EPGP"), which is owned by SOF-XI Eagle Parent Holdings 6, L.P. ("XI") and SOF-XII U.S. NRE Holdings, L.P ("XII"). The general partner of XI is Starwood XI Management Holdings GP, L.L.C. ("XIGP"). The general partner of XII is SOF-XII Holdings GP, L.L.C. ("XIIGP"). The ultimate parent company of XIGP and XIIGP is SCG. The principal business address of EPLP, EPGP, XI, XIGP, XII and XIIGP is 591 West Putnam Avenue, Greenwich, CT 06830. The principal business address of SCG is 2340 Collins Avenue, Miami Beach, FL 33139.

Entities related to SCG are engaged in a variety of business activities in the lodging and hospitality industry, including, but not limited to, ownership and/or management of portfolios of full-service and luxury resort properties and extended stay properties operating under various names in different parts of the United States, Europe and Asia. Except as disclosed below, none of these entities that are related to SCG currently offer franchises for these brands. Given the diversity and breadth of the assets under management by entities related to SCG, it is possible that one of the related entities may offer franchises in the lodging or hospitality industry.

Some of the properties operating through entities related to SCG are franchised and operated under license agreements with competitors of ours and our affiliates. Guest lodging properties franchised by or operating through current or former affiliates of SCG may currently or in the future be located in the market areas of Extended Stay America Suites Hotels. These guest lodging properties may compete with you.

SH Holdings Affiliation

Affiliates of SCG also own an interest in SH UK Treehouse Holdings, L.L.C. ("SH Holdings"). SH Holdings is the franchisor of one Treehouse branded hotel, in the UK, that was franchised in 2025. SH Holdings does not actively offer or sell franchises currently. An affiliate of SH Holdings, SH UK Hotel Holdings, L.L.C., operated the Treehouse hotel described above prior to its conversion to a franchise. SH Holding has not offered franchises in any other line of business. Its principal business address is currently 3225 Aviation Avenue, Suite 500, Coconut Grove, FL 33133.

Shimao Affiliation

SCG through various affiliates also indirectly owns an interest in Shanghai Shimao Star Hotel Management Co., Limited ("Shimao"), which began offering franchises under the Yu Hotels, Ethos, Minimax Premier, and Minimax brands in China in July 2017 and as of December 31, 2024, has 2 franchise agreements in place for hotels in China. Shimao has never offered franchises in any other line of business. Its principal business address is No. 2123 Pudong Avenue 3F, Shanghai Pilot Free Trade Zone, China.

Blackstone Affiliation

NR is wholly owned by B9 Eagle NR LP ("NRLP") whose general partner is B9 Eagle NR GP LLC ("NRGP"). Blackstone Real Estate Partners IX-TE (AIV) L.P. ("TE") and Blackstone Real Estate Partners IX.F L.P. ("FLP") collectively own more than a majority of, and are the two largest owners of, NRLP and NRGP. The ultimate parent company of TE and FLP is Blackstone Inc. ("BX"), which is a publicly held company. The principal business address of NR and all of the remaining entities referred to in this paragraph is 345 Park Avenue, New York, New York 10154.

Entities related to BX are engaged in a variety of business activities in the lodging and hospitality industry, such as ownership of a portfolio of select-service, full-service and luxury resort properties operating under various names in different parts of the United States, Canada, the Caribbean, Latin America, Asia, Australia and Europe. Except as disclosed below, none of these entities that are related to BX currently offer franchises for these brands. Given the diversity and breadth of the assets under management by entities related to BX, it is possible that one of the related entities may offer franchises in the lodging or hospitality industry.

Some of the properties operating through entities related to BX are franchised and operated under license agreements or management agreements with competitors of ours and our affiliates. Guest lodging properties franchised by or operating through current or former affiliates of BX are currently or may in the future be located in the market areas of Extended Stay America Suites Hotels. These guest lodging properties may compete with you.

We have no predecessors required to be disclosed in this Disclosure Document.

Our Agents for Service of Process

Our agents for service of process in the states whose franchise laws require us to name an agent for service is shown on Exhibit H.

Our Hotel Franchises & The Business We Offer

This Disclosure Document describes our franchises for EXTENDED STAY AMERICA SUITES hotels (each, a "Hotel"), which will operate in the United States under the Brand providing extended stay and transient guest lodging services. There are two programs – a single-unit Hotel franchise program, and a multiple-unit development Hotel program.

"Brand Hotels" are the hotels operating under the System using the Brand (i.e., the EXTENDED STAY AMERICA SUITES hotels). "Network Hotels" are the System Hotels and other hotels, inns, conference centers, timeshare properties or other similar facilities within the network that we or our affiliates own, franchise, license, lease, operate or manage whether under the Brand or under other brands.

Under the Franchise Agreement attached as Exhibit A ("Franchise Agreement"), we grant you a non-exclusive right to use the System (as defined below) and to construct or convert and operate a Hotel as a Brand Hotel at a Site in accordance with the Franchise Agreement. The "Site" is the real property on which the Hotel is located or to be located, as approved by us. Generally, for new-build hotels, the "Term" of the Franchise Agreement will be for 20 years from the "Opening Date" of the Hotel, and will expire on the last day of the Term; for hotels converted from other brands or purchased from ESH Hospitality, the Term will be determined by us based on the current age, condition and location of the property. In either case, you have no right to extend or renew the Term.

If we offer you the right to develop multiple Hotels, you will enter into a Development Agreement with us of the type contained in Exhibit B ("Development Agreement"). Under the Development Agreement, we will assign you a territory ("Development Territory") within which you must open and operate a designated number of Brand Hotels within the specified periods of time listed in the Development Schedule (see Exhibit A to the Development Agreement). The Development Territory may include existing Brand Hotels. For each Hotel to be developed under the Development Schedule, you must sign our then-current form of Franchise Agreement each time you develop a Hotel, which may contain terms that are different from the Franchise Agreement attached as Exhibit A, within the times specified in the Development Schedule (without extension).

EXTENDED STAY AMERICA SUITES hotels are designed to provide an affordable and attractive alternative to traditional lodging or apartment accommodations and are targeted toward self-sufficient, value conscious guests. Our hotels feature fully furnished rooms with in-room kitchens, complimentary breakfast, free WiFi, flat screen TVs and on-site guest laundry. Our guests include business travelers, leisure travelers, and professionals on temporary work or training assignments, persons relocating, temporarily displaced or purchasing a home and anyone else in need of temporary housing.

The "System" consists of the elements, including know-how, that we designate to distinguish hotels operating under the Brand that provide to the consuming public extended stay and transient guest lodging services. We may modify, amend or supplement the System at any time. The System currently includes the Marks, Confidential Information 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.

Except for the franchises described above, we, our parents and affiliates have not offered franchises for this or any other type of business and we do not engage in any business not described in this Item 1.

The Market and Competition

The lodging industry, including the extended stay segment, is highly competitive. Competition is based on a number of factors, including room rates, quality of accommodations, service levels, convenience of location, reputation, reservation systems, brand recognition, supply and availability of alternative lodging and ability to reach potential guests through multiple channels. Competitors include traditional hotels and lodging facilities (including limited service hotels), other purpose-built extended stay hotels, and alternative lodging (including serviced apartments and private homes, rooms and apartments rented on the internet).

The lodging industry is generally cyclical and its fundamental performance tends to follow the economy. There is a history of increases and decreases in demand for hotel rooms, occupancy levels and rates realized by owners of hotel properties through economic cycles. Variability of results through some economic cycles in the past has been more severe due to changes in the supply of hotel rooms in given markets or in given categories of hotels. The combination of changes in economic conditions and in the supply of hotel rooms can result in significant volatility in results of operations for owners and operators of hotel properties.

Laws, Rules and Regulations

Your hotel may be subject to federal, state and local laws, rules and regulations applicable to businesses generally and those specific to the hotel industry, including laws related to data privacy and security, 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"). There may be other laws, rules and regulations which apply to the hotel industry or businesses in general that will affect you. Your business is also subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business is operated from a destination to which your customers must travel, your business can be affected by such orders more than others. Consult your lawyer to discuss the laws, rules and regulations. Discuss with your architect the ADA and state and local accessible facilities requirements.

ITEM 2
BUSINESS EXPERIENCE

The place of employment for the following individuals is Charlotte, North Carolina.

Greg Juceam – President

Mr. Juceam has served as our President since February 2022. Mr. Juceam has also served as President and Chief Executive Officer for ESA Management, LLC ("ESA Management") and ESH Hospitality since February 2022 in Charlotte, NC. Mr. Juceam also served as Chief Operating Officer for ESA Management from November 2021 to December 2022. From July 2018 to November 2021, Mr. Juceam served as President and Chief Operating Officer for G6 Hospitality LLC in Carrollton, TX.

David Clarkson – Vice President and Treasurer

Mr. Clarkson has served as our Vice President and Treasurer since September 2020. Mr. Clarkson has also served as Executive Vice President and Chief Financial Officer for ESH Hospitality and ESA Management since September 2021 in Charlotte, NC. From September 2020 to September 2021, Mr. Clarkson served as Chief Financial Officer for ESH Hospitality and ESA Management in Charlotte, NC. From September 2020 to June 2021, Mr. Clarkson served as Chief Financial Officer for ESA Inc. in Charlotte, NC. From September 2015 to September 2020, Mr. Clarkson served as Treasurer and Vice President of Financial Planning & Analysis for ESA Management.

Christopher N. Dekle – Vice President and Secretary

Mr. Dekle has served as our Vice President and Secretary since June 2018. Mr. Dekle has also served as Chief Legal Officer, Executive Vice President and Corporate Secretary for ESA Management and ESH Hospitality since September 2021 in Charlotte, NC. From June 2018 to September 2021, Mr. Dekle served as General Counsel and Corporate Secretary for ESA Management and ESH Hospitality in Charlotte, NC. From June 2018 to June 2021, Mr. Dekle served as General Counsel and Corporate Secretary for ESA Inc. in Charlotte, NC. From October 2013 to May 2018, Mr. Dekle served as Deputy General Counsel, Vice President for ESA Management and Assistant Secretary of ESA Inc. and ESH Hospitality, and their predecessors.

William E. Hashe – Vice President, Tax

Mr. Hashe has served as our Vice President of Tax since May 2018. Mr. Hashe has also served as Vice President of Tax for ESA Management and ESA Hospitality since March 2015 in Charlotte, NC. From March 2015 to June 2021, Mr. Hashe also served as Vice President of Tax for ESA Inc. in Charlotte, NC.

Liz Uber – Executive Vice President, Chief Operating Officer, ESA Management

Ms. Uber has served as Executive Vice President, Chief Operating Officer for ESA Management since December 2022 in Charlotte, NC. From September 2019 to December 2022, Ms. Uber served as Senior Vice President of Operations for Aimbridge Hospitality in Plano, TX.

Kelly Poling – Executive Vice President, Chief Commercial and Brand Officer, ESA Management

Ms. Poling has served as Executive Vice President, Chief Commercial and Brand Officer for ESA Management since September 2021 in Charlotte, NC. From January 2020 to September 2021, Ms. Poling served as Executive Vice President and Chief Commercial Officer for ESA Management in Charlotte, NC.

From January 2020 to June 2021, Ms. Poling also served as Executive Vice President and Chief Commercial Officer for ESA Inc. in Charlotte, NC.

John Laplante – Executive Vice President, Chief Information Officer, ESA Management

Mr. Laplante has served as Executive Vice President and Chief Information Officer for ESA Management in Charlotte, NC since September 2022. From June 2020 to September 2022, Mr. Laplante served as Executive Vice President Digital Commerce and Chief Information Officer for G6 Hospitality LLC located in Carrolton, TX.

Adam Cannon – Senior Vice President, Chief Brand Officer, ESA Management

Mr. Cannon has served as Chief Brand Officer for ESA Management since March 2025 in Charlotte, NC. From November 2021 to December 2024, Mr. Cannon served as Chief Brand Officer for G6 Hospitality Franchising LLC in Carrollton, TX. Prior to that, he served as Vice President, Brand Management for G6 Hospitality Franchising LLC from December 2019 to November 2021.

Lisa Giaimo – Vice President, Franchise, ESA Management

Ms. Giaimo has served as the Vice President, Franchise for ESA Management since July 2024 in Charlotte, NC. From December 2012 to April 2024, Ms. Giaimo served as Vice President, Sales & Marketing for OTO Development, LLC in Spartanburg, SC.

Mark E. Williams – Managing Director, Franchise Development, ESA Management

Mr. Williams has served as Managing Director, Franchise Development for ESA Management since June 202 in Charlotte, NC. From June 2020 to June 2021, Mr. Williams served as our Managing Director, Franchise Development in Charlotte, NC.

ITEM 3
LITIGATION

Other than the actions described below, there is no litigation that must be disclosed in this Item.

I. Pending Actions

In re Extended Stay Hotel Antitrust Litigation, Case No. 24-cv-09060. On September 19, 2024, the two cases referenced below were consolidated under this case. On November 15, 2024, the plaintiffs filed a consolidated, amended complaint. On October 23, 2024, several of the defendants filed a motion seeking to transfer *In re Extended Stay Hotel Antitrust Litigation* to the U.S. District Court for the Northern District of California, where a separate class action brought against IDeaS and several hotels is pending., *Dai et al. v. SAS Institute Inc.*, et al., Case No. 4:24-cv-02537-JSW ("Dai"). The Northern District of Illinois granted this motion and, on December 13, 2024, *In re Extended Stay Hotel Antitrust Litigation* was transferred to the Northern District of California. On January 13, 2025, the Northern District of California stayed all briefing on Defendants' motion to dismiss in *In re Extended Stay Hotel Antitrust Litigation* pending the Court's decision on the motion to dismiss in *Dai*, which had been fully briefed. On July 18, 2025 the Northern District of California issued its decision on the motion to dismiss in *Dai*, granting the motion but with leave to amend. On August 25, 2025, the *Dai* plaintiffs filed an amended complaint. On August 29, 2025, the *In re Extended Stay Hotel Antitrust Litigation* defendants filed a motion to dismiss. On September

15, 2025, the *Dai* defendants filed a motion to dismiss. Briefing on the motions to dismiss is now completed, but the Northern District of California has not yet issued its decisions on the pending motions to dismiss in *In re Extended Stay Hotel Antitrust Litigation* or *Dai*. The Company believes that these lawsuits are without merit and intends to vigorously defend against the claims.

Andy Au, et al. v. Integrated Decisions and Systems, Inc. d/b/a Ideas Revenue Solutions, SAS Institute Inc., et al., Civil Action No. 1:24-cv-06324-JCD-BWJ (N.D. Ill.). On July 24, 2024, plaintiffs filed a putative class action complaint against Integrated Decisions and Systems, Inc. and several hotel companies including Extended Stay America, Inc in the Northern District of Illinois. Plaintiffs allege that the defendants violated the Sherman Act by using a common revenue management algorithm software operated by two of the defendants, IDeaS Revenue Solutions and SAS Institute, to set guest room rates and occupancy levels which purportedly resulted in the raising of guest room rates above competitive levels and artificial suppression of occupancy level at extended stay hotels. We deny the allegations and intend to vigorously defend our interests in this matter.

Gonzalez, et al. v. Integrated Decisions and Systems, Inc. d/b/a IDeaS Revenue Solutions, et al., Civil Action No. 1:24-cv-08262 (N.D. Ill.). On September 10, 2024, plaintiffs filed a putative class action complaint against Integrated Decisions and Systems, Inc. and several hotel companies including Extended Stay America, Inc in the Northern District of Illinois. Plaintiffs allege that the defendants violated the Sherman Act by using a common revenue management algorithm software operated by two of the defendants, IDeaS Revenue Solutions and SAS Institute, to set guest room rates and occupancy levels which purportedly resulted in the raising of guest room rates above competitive levels and artificial suppression of occupancy level at extended stay hotels. We deny the allegations and intend to vigorously defend our interests in this matter.

II. Actions Initiated by ESA in the Last Fiscal Year to Enforce Intellectual Property Rights Post-Termination and to Recover Royalties, Liquidated Damages and Other Debts Owed to ESA

ESH Strategies Franchise LLC v. Amba Mata LLC, Civil Action No. 5:25-cv-00261 (E.D.N.C). Case filed on May 16, 2025.

ESH Strategies Franchise LLC v. ATX8221 LLC, Civil Action No. 3:23-cv-00607 (W.D.N.C). Case filed on August 11, 2025.

III. Prior Actions

Latreass "Lisa" Brittian v. ESA Management LLC, et al., Civil Action No. 3:22-cv-00663-MOC-DCK (W.D.N.C.). On December 12, 2022, Brittian filed a class action complaint against several of our affiliates, a franchisee and the franchisee's management company in the United States District Court for the Western District of North Carolina. On February 3, 2023, she filed a corrected class action complaint and named ESH Strategies Franchise LLC as a defendant. Thereafter, we filed a motion for partial dismissal, and the Court granted our motion to dismiss her claim for violation of Georgia's Uniform Deceptive Trade Practices Act. In January 2024, she filed a First Amended Class Action Complaint, which named ESH Hospitality, Inc. as an additional defendant. In her Amended Complaint, Plaintiff purported to bring claims individually, on behalf of a nationwide class, and on behalf of a Georgia Subclass relating to what she alleged is an unfair practice with respect to Extended Stay America branded hotels and a practice of denying guests accommodations and failing to provide such guests with refunds. She purported to bring two common law claims (Count I for breach of contract and Count II for unjust enrichment); one statutory claim arising under North Carolina Law (Count III for violation of North Carolina's Unfair and Deceptive Trade Practices Act);

and one statutory claim arising under Georgia law (Count IV for violation of Georgia's Fair Business Practices Act). Plaintiff sought to certify a nationwide class as to Counts I through III and a Georgia subclass as to Count IV. She sought compensatory and general damages, special damages, restitution and disgorgement, injunctive relief and interest and attorneys' fees and costs, in unspecified amounts. On January 26, 2024, we filed on behalf of the served ESA Defendants a motion to dismiss Count I (the breach of contract claim). The co-defendants filed a paper adopting our motion. Our motion to dismiss was denied on April 26, 2024. On July 16, 2024, the parties entered into a confidential settlement in which the defendants agreed to pay Plaintiff $100,000 in exchange for a dismissal of the lawsuit. On July 19, 2024, the Court entered an order approving the settlement and on August 2, 2024, the parties filed a Stipulation of Dismissal providing that the individual claims were dismissed with prejudice and the class claims were dismissed without prejudice.

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

All prospective franchisees must complete an application for a Brand Hotel ("Application"), whether for new development, conversion from another brand, or change of ownership of an existing Brand Hotel (including if you purchase an existing Brand Hotel from us or an affiliate). 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. You must pay an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. If you or your affiliate has signed a Development Agreement that covers this Franchise Agreement, then we will apply the appropriate portion of the development fee towards the payment of that initial franchise fee upon signing that Franchise Agreement. Currently, the Initial Franchise Fee is $50,000 payable upon execution of your Franchise Agreement. The Initial Franchise Fee is non-refundable.

We may elect to negotiate the Initial Franchise Fee after considering criteria which may include: incentives for the development of multiple hotels within the System, market location and strength of market, the property size and the number of hotels in the System operated by a franchisee or for a franchisee with whom we have previously had dealings, for conversion or from franchisees in other unique circumstances. But, we are not obligated to negotiate the Initial Franchise Fee, even for franchisees possessing all or some of the above characteristics. During our previous fiscal year, franchisees paid Initial Franchise Fees ranging from $35,000 to $50,000.

Development Fee

If we enter into a Development Agreement with you, you must pay us a Development Fee when you sign the Development Agreement. The Development Fee is equal to the Initial Franchise Fee ($50,000) multiplied by the minimum number of Brand Hotels to be developed, which is at least 2 Brand Hotels. We will credit $50,000 of the Development Fee against the Initial Franchise Fee for each Franchise

Application that we approve. A copy of the Development Agreement is attached as Exhibit B. The Development Fee is nonrefundable.

Pre-Opening Property Improvement Plan ("PIP") Fee

If you plan to convert an existing property to a Brand Hotel, you must pay us a $2,000 fee to cover our costs for the inspection of the proposed hotel and preparation of a Property Improvement Plan. This Pre-Opening PIP fee is payable prior to the PIP inspection being scheduled. The Pre-Opening PIP fee is nonrefundable but will be credited towards your Initial Franchise Fee.

Extension Fee

You can extend the Construction Commencement Date, Renovation Commencement Date, Construction Work Completion Date, and Renovation Work Completion Date for your Hotel on a 90 day rolling basis, unless we provide you with at least 30 days' notice that these automatic extensions of the applicable deadline no longer apply. To extend the applicable date you must otherwise be in compliance with the Franchise Agreement and pay us our then current extension fee and take such other steps we may require. The extension fee is currently $5,000 per extension, is payable on demand, and is not refundable.

Pre-Opening Inspection Fee

Before you may open your Hotel as a Brand Hotel we will conduct a final inspection of the Hotel within 30 days after you give us notice that the Hotel is ready to open for business as a Brand Hotel. You must reimburse us for the costs and expenses we incur to conduct the inspection. If you fail and we need to come back for another inspection you must reimburse us for the costs and expenses we incur to conduct the other inspections. These amounts are payable upon demand and are not refundable.

Pre-Opening Training Fees

We provide required training programs that you, your General Manager, or other key employees must complete before opening your hotel in the ESA franchise system. You must pay us $1,900 per individual for each individual that you send to our GM Certification program. This amount is nonrefundable and is due before the individual attends the training.

At least one of your equity owners is required to attend our New Owner Orientation training. You must pay us $1,900 per individual for each individual that you send to the New Owner Orientation. This amount is nonrefundable and is due before the individual attends the training. The attendance fee for the first individual will be invoiced to you after execution of your Franchise Agreement.

You currently must pay us $2,500 for us to send a trainer to your Hotel to assist in training the hotel staff on brand standards and related issues with the Hotel's opening. This pre-opening on-site training fee is non-refundable and due prior to the pre-opening on-site training being scheduled. However, if we determine (in our sole judgment, based on operations at your, or your affiliate's other System Hotels) that you are capable of training your own staff on the brand standards, then you need not pay us the $2,500 pre-opening training fee and we will not provide on-site training in connection with the opening of your Hotel. In this circumstance you must provide opening training to your Hotel staff according to our brand standard requirements.

The fees for all training programs do not include any cost of travel, lodging, or meals to attend the required training programs. Some or all of the training may not be required if you have previously owned a System Hotel, obtained GM Certification for another existing hotel and/or a hotel staff member has previously completed the training in a prior position. If you would like additional training before the Hotel opens we

will charge you our then-current hourly training fee which is currently $200 per hour plus reimbursement of our travel and lodging costs if the training is performed at a location other than our corporate headquarters.

Except as described, attendance is mandatory at the training programs identified in this Item 5. Failure to attend within the prescribed time frame may result in a delay of our approval for your Hotel to open as a Brand Hotel and/or a formal default. Failure to cure the default could result in the termination of your franchise agreement. For more information on each training program, see Item 11 of this disclosure document.

Other Fees

You must pay us a Project Management Fee of $5,000 plus reimburse us for any third party expenses to manage the delivery and installation by third party vendors of the reservation and property management systems the Hotel will use in its operations. This fee is nonrefundable. One-half is payable when you sign the Hotel Technology Agreement and the remainder upon completion of the project. Any third party expenses we incur are not included in the Project Management Fee and must be paid by you to us upon receipt of an invoice. For example, you must pay to us and we will pay to the applicable supplier ongoing monthly charges for your PMS.

If you elect to use an information technology vendor that we have not approved to provide services at the Hotel, you must pay us an Information Technology Certification Fee of between $2,000 and $5,000 plus reimburse us for any third party expenses to approve the vendor. The fee is nonrefundable and payable before we begin the review process.

You must pay us a site visit fee of $6,000 before we begin to perform our three site visits to review your construction progress. For a conversion Hotel, depending on the scope of renovation required, we may require up to three site visits to review your renovation progress. You must pay us a site visit fee of $2,000 before we perform a site visit at your Hotel during renovation. In either case, this fee is nonrefundable and is payable before our first visit. You may request our construction team perform additional site visits at the cost of $2,000 per visit.

You must pay us a site visit fee of $2,000 before we perform a site visit to review and certify your information technology infrastructure. We may require up to two site visits to certify your information technology infrastructure depending on the scope of the review required. This fee is nonrefundable and is payable before each site visit.

We offer, as an option and for an additional monthly fee, our Sales Team Area Representative ("STAR") Program. Under the program, we will assign a designated representative to support your Hotel by soliciting new B2B extended stay business for your Hotel and responding to B2B group sales leads in alignment with your set parameters. You may choose to begin this service in advance of your Hotel opening. See Exhibit M and Item 6 for a description of fees and specifications.

If you purchase an existing hotel owned by one of our affiliates, you will pay a purchase price for the business as mutually agreed by you and that affiliate. The standard form of Asset Purchase Agreement required for such a transaction with our affiliate is attached here as Exhibit L.

ITEM 6
OTHER FEES

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Royalty (See Note 1)	5.5% of Gross Room Revenue.	15th day of the following month.	
System Services (See Note 2)	4.5% of Gross Room Revenue.	15th day of the following month.	
Project Management Fee	$5,000 plus any third party fees charged to us.	One-half when you sign the Hotel Technology Agreement and the remainder upon receipt of an invoice.	We will manage the delivery and installation by third party vendors of the reservation and property management systems the Hotel will use in its operations. See Exhibit C of the Hotel Technology Agreement.
Information Technology Vendor Certification Fee	$2,000-$5,000 depending on scope of process plus any third party fees charged to us.	Before we begin our evaluation.	Only payable if you want to use an information technology vendor that is not an approved supplier.
Liquidated damages for opening your Hotel before the Opening Date.	$5,000 per day until you have cured the pre-opening defaults, plus reimbursement of all of our costs and expenses.	Lump Sum.	See Franchise Agreement Section 4.4.3.1. You may not open the Hotel as a Brand Hotel until we authorize you to open. We refer to this date as the "Opening Date".
Property Improvement Plan ("PIP") Fee	Currently $2,000, but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	Before PIP inspection is scheduled.	This fee is for the inspection of your hotel and the preparation of a PIP as either elected by you in anticipation of a change of ownership or required by us for properties that have sustained evident and substantial wear and tear. PIPs will expire, and a new PIP Fee incurred, after 12 months if not yet incorporated into a Franchise Agreement.
PIP Compliance Fee	Currently $2,000, but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	Invoiced at the time the PIP Compliance inspection occurs.	This fee covers our travel costs and overhead to perform an inspection and/or re-inspection of your hotel to confirm compliance with PIP requirements.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Extension Fee	Currently $5,000 per extension. Any fee increase shall not exceed 10% per year	On Demand.	You can extend the Renovation Work Completion Date for your Hotel on a 90 day rolling basis, unless we provide you with at least 30 days' notice that these automatic extensions of the applicable deadline no longer apply. To extend the applicable date you must otherwise be in compliance with the Franchise Agreement and pay us our then current extension fee and take such other steps we may require.
Training	Varies. Any increase to our current fees or hourly rates shall not exceed 10% per year.	On Demand.	See Item 11. We currently charge $1,900 per individual for each individual you send to our GM Certification program. Otherwise, we will charge our then current hourly rate for training which $200 per hour plus travel and lodging costs.
Booking and Commissions (See Note 3)	Varies.	On Demand, but typically monthly.	
National Account Administration Fee	Up to 5% of Gross Room Revenue delivered through a National Account that requires centralized billing.	On Demand. Not currently charged, but we may do so in the future.	Payable only if the National Account requires ESA to reconcile and administer the payments to franchisees and then only upon receipt of payment by the National Account.
Sales Team Area Representative ("STAR") Program	Currently $2,500 per month, plus the reimbursement of travel expenses. Any fee increase shall not exceed 10% per year.	On Demand, but typically monthly.	Participation in this program is optional. You must execute a participation agreement (See Exhibit M) to be included in this program.
Agoda Marketing Fee	Currently, 0.6% of Gross Room Revenue on each reservation specific to the Agoda booking channel but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	On Demand.	This fee is in addition to the applicable commission and payable to us for costs and fees incurred in connection with the administration of the Agoda booking channel.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Digital Marketing Commission (See Note 4)	Currently, 5% of Gross Room Revenue delivered through paid digital channels but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	On Demand, but typically monthly.	
Actual damages under special circumstances	Varies.	On Demand.	Payable under certain circumstances for the termination of your Franchise Agreement.
Quality Assurance Re-Inspection Fee	Up to $1,000 plus reimbursement of all of our expenses for any re-inspection including third-party fees.	On Demand.	Payable if you fail a Quality Assurance Audit and we perform a re-inspection following your cure of any deficiencies. See Franchise Agreement Section 6.4.
Remedial Training Fee	Currently, $4,000-$6,500 but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	On Demand, but before the remedial training.	Only due if your Hotel fails our Quality Assurance inspection and we require you to attend remedial training.
Guest Complaint Fee	Currently, $150 plus reimbursement for any compensation paid to guest, but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	On Demand.	Payable if you fail to satisfactorily address a guest complaint within 72 hours of notification.
Audit	Actual deficiency plus interest.	On Demand.	Payable if audit reveals that you understated or underpaid any payment due to us which is not fully offset by overpayments. You must also reimburse us for all inspection and audit costs or if we determine that your accounting procedures are deficient.
Default Remedies	Reimbursement of all of our expenses.	Case by case basis as incurred.	Our expenses may include attorneys' fees, court costs, and other expenses reasonably incurred to protect us and our affiliates or to remedy your default.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Indemnification	Amount of our liabilities, fines, losses, damages, costs and expenses (including reasonable attorneys' fees).	On Demand.	You must reimburse us for all amounts we may incur if you lose or compromise Data or fail to comply with data protection or privacy laws or the Standards, if we are held liable for any of your actions, for your default under an agreement with us, due to a claim against you or your affiliates, and for any damages we incur related to you, the Hotel, the Site the Franchise Agreement or any other agreement.
Insurance	Actual amount.	On Demand.	Payable if you do not obtain or maintain the required insurance or policy limits described in the Standards and we choose to obtain and maintain the insurance for you.
Insurance Procurement Penalty	Cost of insurance plus any other costs we incur to obtain or maintain it.	As incurred.	If you do not maintain the required insurance or policy limits described in the Standards and we choose to obtain and maintain the insurance for you.
Liquidated damages for early termination (See Note 5)	Number of rooms specified in Exhibit A to Franchise Agreement multiplied by $3,000.	Within 10 days of termination.	Payable if termination is after the Effective Date of the Franchise Agreement but before the Hotel's Opening Date.
	Determined by multiplying the average monthly Royalty Fee payable during the period from the Hotel's Opening Date until the date of termination by 60 (the equivalent of 5 Operating Years).	Within 10 days of termination	Payable if termination is after the Hotel's Opening Date but before the end of the Hotel's first Operating Year.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
	Determined by multiplying 5 by Royalty Fees payable during the 12 full calendar months immediately preceding the date of termination.	Within 10 days of termination.	Payable if termination is after the 1st Operating Year, but with more than 5 Operating Years remaining in the Term.
	Determined by multiplying number of days left in the term of the Franchise Agreement by the average daily Royalty Fee payable during the 12 full calendar months immediately preceding the date of termination.	Within 10 days of termination.	Payable if termination occurs with less than 5 Operating Years remaining in the term of the Franchise Agreement.
Interest on Late Payments	1.5% per month (or the maximum interest permitted by Law).	On Demand.	Payable on all overdue amounts. Interest accrues from the original due date until payment is received in full.
Public offering or private placement processing	Third party costs we incur in review of materials.	When you submit a request for our approval	
Taxes	Actual amounts.	On Demand.	Payable if any sales, use, gross receipts or similar tax is imposed on us for the receipt of any payments you must make to us under the Franchise Agreement.
Comfort Letter	Currently, $2,000, but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	When you submit a request for a comfort letter.	Our current practice is to provide the first Comfort Letter free of charge, but we are not obligated to do so. See Franchise Agreement Section 4.5.
Room Addition Fee	Currently, $500 per Guest Room, but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	Upon our approval of your application to increase number of Guest Rooms.	See Franchise Agreement Section 4.6.3.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Supplier Review Fee	Our costs to conduct the review.	Upon receipt of an invoice but before we approve or disapprove the proposed supplier or Supplies.	Payable only if you ask us to evaluate whether to approve or disapprove a proposed unapproved supplier or Supplies. If you request us to review an information technology vendor this fee would not be applicable but you would pay the Information Technology Certification Fee.
Consultation Services	Our then current hourly rate plus our out of pocket costs to provide the services.	Upon receipt of an invoice.	Only payable if you ask us to provide consulting or advisory services to you.
Costs of Enforcement of Defense	All costs including any attorneys' fees. Amount will vary under circumstances.	Upon demand.	If we incur these fees in enforcing any provision of the Franchise Agreement against you, including any incurred in collecting amounts you owe us or if we terminate the Development Agreement.
Transfer Fee	Then-current initial franchise fee, if applicable, as of transfer.	Before the transfer is completed.	You only pay this fee is you want to transfer your Franchise Agreement or the Development Agreement.
Assumption Fee	Currently, $1,500-$5,000, depending on the scope of work, but could increase if our costs increase. Any fee increase shall not exceed 10% per year.	When you submit notice of a change of ownership that does not result in a change of control.	This fee will be charged to cover internal and third-party costs we incur for reviewing and processing a change of ownership that does not result in a change of control. These include changes to minority ownership interests and transfers to affiliates and transfers for estate planning purposes.
Property Management System License Fee	Currently, $2.20 per room per month, but may increase accordingly if our supplier raises their fee.	Monthly.	This fee is collected by us from you and paid to the supplier.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Property Management System Hosting & Support Fee	Varies by location, but currently between $0.86 to $1.67 per room per month, but may increase accordingly if our supplier raises their fee.	Monthly	This fee is collected by us from you and paid to the supplier.
Canary Implementation Fee	Currently $250, but may increase accordingly if our supplier raises their fee.	Upon demand.	We use Canary as our vendor for secure third-party credit card authorizations. This fee is collected by us from you and paid to the supplier.
Canary Annual Fee	Currently $500, but may increase accordingly if our supplier raises their fee.	Annually.	We use Canary as our vendor for secure third-party credit card authorizations. This fee is collected by us from you and paid to the supplier.
Internet of Things (IoT) Device	Currently $500, but may increase accordingly if our supplier raises their fee.	Upon demand.	This device establishes a secure method of payment for all credit card transactions. This fee is collected by us from you and paid to the supplier.
Internet of Things (IoT) Device Monthly Service Fee	Currently $9.99 per month, but may increase accordingly if our supplier raises their fee.	Monthly.	This device establishes a secure method of payment for all credit card transactions. This fee is collected by us from you and paid to the supplier.
Technology Non-Compliance Fee	Currently $500 per month. Any fee increase shall not exceed 10% per year	Upon demand.	We may adopt upgraded and updated computer software and hardware system standards (including for the network infrastructure) and you must comply with our then current standards. If you fail to do so, you will incur a $500 per month non-compliance fee.
American Hotel and Lodging Association (AHLA) Dues	Currently $3.30/room, but may increase accordingly if AHLA raises their dues.	Annually.	This fee covers dues for membership in the AHLA. You will have the opportunity to opt out of membership by January 1 of each year. While enrolled, you will pay this fee to us which we will remit to the AHLA.

(Column 1) **Type of Fee**	(Column 2) **Amount**	(Column 3) **Due Date**	(Column 4) **Remarks**
Annual Franchisee Conference	Currently $1,200 per attendee but could increase if our costs increase. The attendance fee shall be capped at no more than our average cost per attendee.	Upon demand, but typically prior to the Conference.	This fee is mandatory for one attendee. Additional attendees are optional and welcome. You must also pay for all travel, lodging and other expenses for your attendees.
Photography Expenses	Currently $950, but may increase accordingly if our supplier raises their fee.	Upon demand, but prior to the appointment being scheduled.	Only payable if you request additional photography beyond what is initially provided by ESA or if your Hotel undergoes significant renovations or other circumstances, in ESA's sole discretion, warrant updated photography.
Reconciliation Charges	Varies	On Demand.	If you purchase an existing hotel owned by one of our affiliates, we may collect certain reconciliation amounts post-closing on behalf of our affiliate and remit to our affiliate.

Unless otherwise indicated, all fees described in this Item 6 are payable to, and imposed by, us and are nonrefundable. Other than the Royalty and liquidated damages, the fees are subject to change. We can require you to pay fees by electronic funds transfer/direct debit of account or other similar method. Other franchisees may pay different amounts depending on various factors including when they come into the System.

NOTE 1: "Gross Room Revenue" means revenues attributable to or payable for the use or occupancy of the Guestrooms at the Site, including barter and credit transactions (before commissions and discounts for credit cards), whether or not collected, revenue derived from the redemption of points or rewards under loyalty programs, amounts attributable to meals when the room rate includes meals, mandatory guest fees, group booking rebates or commissions, proceeds from any business interruption insurance or other loss of income insurance applicable to loss of revenues due to the non-availability of rooms, and proceeds for guaranteed no-show revenue and other cancellation fees which are collected, and any miscellaneous fees charged to all guests regardless of the accounting treatment of such fees, but excluding sales taxes, room taxes or other taxes collected by you from customers for transmittal to appropriate taxing authorities. Gross Room Revenue also excludes revenue derived from vending, laundry exchange, and laundry machines. Gross Room Revenue must be accounted for in accordance with the Uniform System of Accounts for The Lodging Industry, Eleventh Revised Edition, 2014 (the "2014 11th Edition"), as published by the Hotel Association of New York City, Inc., except as otherwise provided in the accounting procedures in the Standards.

NOTE 2: The System Services Fee pays for the services that we provide to Brand Hotels as we determine. For example, we may use the System Services Fee to pay for (i) advertising, promotion,

publicity, public relations, and other marketing programs, (ii) developing and maintaining the ESA Website; (iii) developing and maintaining the Reservation Service systems and support; (iv) quality assurance programs; (v) national sales; (vi) revenue management systems and support; (vii) information systems development, deployment, and support; (viii) training; (ix) market research and product development; (x) franchisee support programs; (xi) costs and overhead related to the administration or direction of these projects and programs; and (xii) any other programs that we determine will benefit the System. We may create any programs and allocate monies derived from System Services Fees to any regions or localities. The System Services Fee does not cover your costs of participating in programs (whether mandatory or optional) that we offer or require and do not choose to fund through the System Services Fee. The System Services Fee also does not cover the cost of operating the Hotel in accordance with the Standards.

NOTE 3: We will pass through charges such as commissions, fees, and other amounts payable to travel agents and other persons for certain reservation, marketing, payment and facilitation services plus a service fee, or commission, fees, and other amounts payable for reservations originated or processed through a global distribution system, Travel Service Channels and networks (including national accounts).

NOTE 4: We will charge the Hotel a "Digital Marketing Commission" on the Gross Room Revenue delivered via paid digital marketing efforts. You must pay the Digital Marketing Commission on the subset of Gross Room Revenue resulting from reservations that are generated through the ESA Website or mobile app via a link from another platform, such as a search engine advertisement, metasearch, social media page, or affiliate marketing.

NOTE 5: When calculating liquidated damages the full Royalty Fees and System Services Fees will be used for the calculation even if we had provided you with a temporary reduction or abatement in Royalty Fees or System Services Fees. If the Hotel is taken or condemned or damaged by fire or other casualty and the repair cost exceeds the insurance coverage limits in the Standards, and you and your owners fail to timely sign a termination agreement, you must pay us liquidated damages calculated based upon the time of the taking, condemnation, fire or other casualty. You must also pay us a portion of the insurance proceeds to compensate us for lost revenue.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(New Construction Hotel)

(Column 1) **Type of Expenditure**	(Column 2) **Amount**	(Column 3) **Method of Payment**	(Column 4) **When Due**	(Column 5) **To Whom Payment Is to be Made**
Initial Franchise Fee (See Note 1)	$50,000	Lump Sum	$50,000 upon execution of Franchise Agreement	Us
Market and Feasibility Study (See Note 2)	$5,000 - $10,000	As required	As required	Supplier
Environmental Study (See Note 3)	$1,900 - $3,000	As required	Before purchase	Supplier

(Column 1) **Type of Expenditure**	(Column 2) **Amount**	(Column 3) **Method of Payment**	(Column 4) **When Due**	(Column 5) **To Whom Payment Is to be Made**
Real Property (See Note 4)	(See Note 4)	As incurred	As incurred	As incurred
Permit, Tap, and Impact Fees	(See Note 5)	As incurred	As incurred	Local government
Improvements (See Note 6)	$7,900,000 - $12,050,000	As incurred	As incurred	Suppliers
Professional Fees (See Note 7)	$150,000 - $300,000	As incurred	As incurred	Suppliers
Insurance (See Note 8)	$35,000 - $100,000	As arranged	As arranged	Agent/Insurer
Licenses	$25-$10,000	As imposed	Before opening	Appropriate government agencies
Furniture, Fixtures and Equipment ("FF&E")	$500,000 - $825,000	As arranged	As arranged	Suppliers
Operating Supplies and Equipment ("OS&E")	$125,000 - $242,000	As arranged	As arranged	Suppliers
Technology and Entertainment Costs (See Note 9)	$191,565 - $304,070	As arranged	As arranged	Us and Suppliers
Pre-opening Training (See Note 10)	$1,900-$10,500	Lump sum	As incurred	Us
Other pre-opening Expenses (See Note 11)	$55,000 - $120,000	As incurred	As incurred	Suppliers
Construction/Renovation Extension Fees (See Note 12)	$0- $5,000	Lump sum	With extension approval	Us
Additional Funds – 3 months (See Note 13)	$175,000 - $250,000	As incurred	As incurred	N/A
Information Technology Certification Fee (See Note 14)	$0 - $6,000	As arranged	Before we begin the approval process	Us
Mandatory Construction Site Visit Fees (See Note 15)	$6,000 - $10,000	As arranged	As arranged	Us
Mandatory Site Visits for Information Technology Certification (See Note 16)	$2,000 - $4,000	As arranged	Before our first visit	Us
TOTAL (See Note 17)	**$9,198,390 - $14,299,570 (excluding real property costs)**			

NOTE 1: The Initial Franchise Fee pays for the services that we will provide to you before the opening of the Hotel and is non-refundable. All other amounts disclosed in this chart are non-refundable. There is no separate fee if you sign a Development Agreement, but you must pay the Initial Franchise Fee for all properties that you commit to develop under the Development Agreement at the time you sign the agreement.

NOTE 2: You may wish to retain a third-party consultant to estimate the anticipated cash flows that the Hotel will generate, based on the consultant's analysis of the supply and demand characteristics of the local market and forecasted operating and market conditions.

NOTE 3: Before you purchase real property, you may wish to retain a third-party consultant to evaluate any potential environmental risks and liabilities and remediation costs. This estimate includes the cost of a Phase I Environmental Site Assessment. The cost of a Phase II Environmental Site will vary based on Site specific factors.

NOTE 4: Given the multiple variables associated with the cost of real property, we do not have a valid means for estimation. Some of the largest attributes to these variables are geographic location; overall site size and buildable size; required civil work; grading and excavation; impact fees; setbacks and easements; and local jurisdiction regulations. Other considerations would include whether the land is being purchased or leased and related financing requirements. Our current prototype of 124 rooms and four stories will generally require at least 2.0 acres.

NOTE 5: The permits, tap and impact fees you must pay to construct or operate the Hotel vary depending on the local government authorities that impose them.

NOTE 6: Improvements include costs of constructing the Hotel building and facilities located in a suburban area. These costs include exterior signage, low voltage cabling and Builder's Risk Insurance. These costs do not include site work which will vary widely depending on material costs, labor costs, pace of construction and other factors. Building costs vary greatly from state to state and region to region depending on material costs, labor costs, and other factors. This estimate will increase if your Hotel is in an urban area, or there are any unusual site conditions, labor shortages due to an active construction market, or organized labor groups.

NOTE 7: You will incur professional fees for architects, designers, engineers, and providers of various technical services. The amount of these fees will vary depending on location, the qualifications and experience of the professionals you select, and the terms you negotiate with each of them.

NOTE 8: The cost of Builder's Risk Insurance is included in the Improvements estimates. You must arrange and pay for certain minimum types and levels of coverage as currently shown in the Standards, as we may amend from time to time. The cost of coverage will vary based on selected carrier, coverage levels, geographic location, special provisions and other factors, including your risk profile. These estimates are to acquire and maintain the types of insurance we require in the amounts we require during the first 3-months of operation of your Hotel.

NOTE 9: Includes Project Management Fee, PMS set up costs, equipment and license costs, revenue management and Reservation Service set up costs, and third-party project management service costs (See Item 11). These estimates also include costs for televisions, telephones, cable, hi-speed internet, network infrastructure and related installation. This does not include the cost of low voltage cabling, which is included with the estimate of the cost for improvements.

NOTE 10: Your general manager must complete our GM Certification program currently held virtually or in person from our Charlotte, NC headquarters. You will be responsible for the cost of the program ($1,900) plus any travel and lodging costs of attending these sessions. The estimate does not include the cost of sending any additional employees to our GM Certification program. You may elect to send additional employees to the GM Certification program for a fee of $1,900 per employee. You will be responsible for any travel and lodging costs for all employees who attend these sessions. Additionally, you will be responsible for the out-of-pocket costs, including travel and lodging costs, that we incur in providing on-site training to your hotel staff on IT systems and brand standard requirements. You currently must pay us $2,500 for us to send a trainer to your Hotel to assist in training the hotel staff on brand standards and related issues with the Hotel's opening. This pre-opening on-site training fee is non-refundable and due prior to the pre-opening on-site training being scheduled. However, if we determine (in our sole judgment, based on operations at your, or your affiliate's other System Hotels) that you are capable of training your own staff on the brand standards, then you need not pay us the $2,500 pre-opening training fee and we will not provide on-site training in connection with the opening of your Hotel. In this circumstance you must provide opening training to your Hotel staff according to our brand standard requirements. If you are new to the ESA System, at least one of your equity owners is required to attend our New Owner Orientation training. You must pay us $1,900 per individual for each individual that you send to the New Owner Orientation plus any travel and lodging costs of attending this session.

NOTE 11: Includes salaries, wages, and benefits for the general manager and other staff during the pre-opening phase; pre-opening local and regional advertising and marketing; and miscellaneous other pre-opening costs. These expenses will vary widely depending on management decisions and the scope of your pre-opening marketing plan.

NOTE 12: If you need an extension of time to open your Hotel (or to complete your renovation) beyond the deadline specified in your Franchise Agreement, you may be required to pay us an extension fee in the amount of $5,000 when you submit your request for the extension. See Section 4.3.3 of the Franchise Agreement.

NOTE 13: Includes estimated expenses for salaries, wages and benefits, utilities, replacement of consumed OS&E and other operating costs typically incurred during the first three months of operation. These costs may vary widely from market to market and will depend on your own operating model and management decisions. In formulating these estimates we relied on the history of our affiliate in opening new hotels since 2019.

NOTE 14: If you elect to use an information technology vendor that we have not approved to provide services at the Hotel, you must pay us an Information Technology Certification Fee of between $2,000 and $5,000 plus reimburse us for any third party expenses to approve the vendor. We have included an additional $1,000 in the chart to cover third party expenses.

NOTE 15: We will perform up to 3 site visits at your Hotel during construction. The first visit will be pre-drywall, the second visit will be post-millwork install and pre-FF&E install, and the third will be a final construction visit after substantial completion. You will pay a fee of $6,000 before the first of the 3 site visits. You may request our construction team perform additional site visits at the cost of $2,000 per visit.

NOTE 16: We will perform up to 2 site visits at your Hotel during construction to review and certify your information technology system. The first visit will be during construction of the property and if we determine it is required, the final visit will be after installation of the information

technology system, but before opening of the Hotel. You will pay a fee of $2,000 per visit with the first amount due before the first visit.

NOTE 17: This chart is based on a Hotel with 124 guestrooms. Except as disclosed in Item 5, none of these amounts are refundable. This Total Estimated Initial Investment does not include the cost of real property. You should review these figures carefully with a business advisor before entering into a Franchise Agreement with us. The range is neither a floor on the minimum, nor a cap on the maximum you could spend and your expenditures could vary. Neither we, nor our affiliates, offer direct or indirect financing to franchisees for any items. The estimate does not include any finance charge, interest or debt service obligation. The cost estimates listed above are for Hotels that are to be newly developed rather than converted into the Brand.

YOUR ESTIMATED INITIAL INVESTMENT
(100 Guestroom Converted Hotel)

(Column 1) **Type of Expenditure**	(Column 2) **Amount**	(Column 3) **Method of Payment**	(Column 4) **When Due**	(Column 5) **To Whom Payment Is to be Made**
Initial Franchise Fee (See Note 1)	$50,000	Lump Sum, unless Pre-Opening PIP Fee paid and applied towards Initial Franchise Fee	Generally upon execution of Franchise Agreement If there was a Pre-Opening PIP: 1. $2,000 with Application 2. $48,000 upon execution of Franchise Agreement	Us
Market and Feasibility Study (See Note 2)	$5,000 - $10,000	As required	As required	Supplier
Environmental Study (See Note 3)	$0 - $3,000	As required	Before purchase	Supplier
Real Property (See Note 4)	(See Note 4)	As incurred	As incurred	As incurred
Facility Renovation (See Note 5)	$27,500- $2,277,000	As incurred	As incurred	Suppliers
Professional Fees (See Note 6)	$0- $50,000	As incurred	As incurred	Suppliers
Insurance (See Note 7)	$0 - $100,000	As arranged	As arranged	Agent/Insurer
Licenses (See Note 8)	$0-$10,000	As imposed	Before opening	Appropriate government agencies
Furniture, Fixtures and Equipment (“FF&E”)	$20,000 - $709,680	As arranged	As arranged	Suppliers
Operating Supplies and Equipment (“OS&E”)	$10,000 - $214,680	As arranged	As arranged	Suppliers

(Column 1) **Type of Expenditure**	(Column 2) **Amount**	(Column 3) **Method of Payment**	(Column 4) **When Due**	(Column 5) **To Whom Payment Is to be Made**
Technology and Entertainment Costs (See Note 9)	$83,620 - $286,845	As arranged	As arranged	Us and Suppliers
Pre-opening Training (See Note 10)	$1,900 - $10,500	Lump sum	As incurred	Us
Other pre-opening Expenses (See Note 11)	$10,000 - $120,000	As incurred	As incurred	Suppliers
Construction/Renovation Extension Fees (See Note 12)	$0- $5,000	Lump sum	With extension approval	Us
Additional Funds – 3 months (See Note 13)	$0 - $250,000	As incurred	As incurred	N/A
Mandatory Construction Site Visit Fees (See Note 14)	$0 - $6,000	As arranged	As arranged	Us
Mandatory Site Visits for Information Technology Certification (See Note 15)	$2,000- $4,000	As arranged	As arranged	Us
Information Technology Certification Fee (See Note 16)	$0 - $6,000	As arranged	Before we begin the approval process	Us
TOTAL (See Note 17)	**$210,020 - $4,112,705 (excluding real property costs)**			

NOTE 1: The Initial Franchise Fee pays for the services that we will provide to you before the opening of the Hotel and is non-refundable. All other amounts disclosed in this chart are non-refundable.

NOTE 2: You may wish to retain a third-party consultant to estimate the anticipated cash flows that the Hotel will generate, based on the consultant's analysis of the supply and demand characteristics of the local market and forecasted operating and market conditions.

NOTE 3: Before you purchase real property, you may wish to retain a third-party consultant to evaluate any potential environmental risks and liabilities and remediation costs. This estimate includes the cost of a Phase I Environmental Site Assessment. The cost of a Phase II Environmental Site will vary based on site specific factors. The low estimate assumes you own the property pre-conversion and would not incur these amounts.

NOTE 4: If you are converting a property you would not incur amounts for the purchase of the land as you would already be in possession of the land.

NOTE 5: Facility Renovation includes costs of converting a suburban existing extended stay hotel building and facilities which already include kitchens to an EXTENDED STAY AMERICA SUITES® hotel. Exterior signage is included in these costs. These costs do not include the cost of adding kitchens to an existing transient hotel as those costs will vary greatly. Building costs

vary greatly from state to state and region to region depending on material costs, labor costs, and other factors. This estimate will increase if your Hotel is in an urban area, or there are any unusual site conditions, labor shortages due to an active construction market, or organized labor groups.

NOTE 6: You may incur professional fees for architects, designers, engineers, and providers of various technical services. The amount of these fees will vary depending on location, the qualifications and experience of the professionals you select, and the terms you negotiate with each of them and the scope of the renovation required. The low estimate assumes you would not incur any of these costs in your conversion.

NOTE 7: The low estimate assumes your existing insurance pre-conversion would satisfy our Standards and you would have no additional insurance expenses in a conversion. You must add us as an additional named insured on all insurance coverage. You must obtain insurance coverages required by the Standards. The cost of such coverage will vary based on selected carrier, coverage levels, geographic location, special provisions and other factors, including your risk profile. The high estimate is to acquire and maintain the types of insurance we require in the amounts we require during the first 3-months of operation of your Hotel.

NOTE 8: The low estimate assumes you would have already incurred these amounts pre-conversion and would have no additional expenses of this nature in a conversion.

NOTE 9: Includes Project Management Fee, PMS set up costs, equipment and license costs, revenue management and Reservation Service set up costs, and third-party project management service costs (See Item 11). These estimates also include potential costs for televisions, telephones, cable, hi-speed internet, network infrastructure and related installation.

NOTE 10: Your general manager must complete our GM Certification program currently held virtually or in person from our Charlotte, NC headquarters. You will be responsible for the cost of the program ($1,900) plus any travel and lodging costs of attending these sessions. The estimate does not include the cost of sending any additional employees to our GM Certification program. You may elect to send additional employees to the GM Certification program for a fee of $1,900 per employee. You will also be responsible for any travel and lodging costs for all employees who attend these sessions. Additionally, you will be responsible for the out-of-pocket costs, including travel and lodging costs, that we incur in providing on-site training to your hotel staff on IT systems and brand standard requirements. If you are new to the ESA System, at least one of your equity owners is required to attend our New Owner Orientation training. You must pay us $1,900 per individual for each individual that you send to the New Owner Orientation plus any travel and lodging costs of attending this session.

NOTE 11: Includes salaries, wages, and benefits for the general manager and other staff during the pre-opening phase; pre-opening local and regional advertising and marketing; and miscellaneous other pre-opening costs. These expenses will vary widely depending on management decisions and the scope of your pre-opening marketing plan.

NOTE 12: If you need an extension of time to open your Hotel (or to complete your renovation) beyond the deadline specified in your Franchise Agreement, you may be required to pay us an extension fee in the amount of $5,000 when you submit your request for the extension. See Section 4.3.3 of the Franchise Agreement.

NOTE 13: Includes estimated expenses for salaries, wages and benefits, utilities, replacement of consumed OS&E and other operating costs typically incurred during the first 3 months of operation. These costs may vary widely from market to market and will depend on your own operating model and management decisions. The low estimate assumes your property would be operating during the conversion and it would be generating the additional funds needed to operate during the first 3 months of the conversion. In formulating these estimates we relied on the history of our affiliate since 2018 in converting 2 of its hotels along with the history of our franchisees who have converted various of their hotels since 2019.

NOTE 14: Depending on the scope of renovation required, we may perform up to 3 site visits at your Hotel during renovation. You will pay a fee of $2,000 before each visit. You may request our construction team perform additional site visits at the cost of $2,000 per visit.

NOTE 15: We will perform up to 2 site visits at your Hotel before conversion to review and certify your information technology system. The first visit will be before conversion of the Hotel and if we determine it is required, the final visit will be after installation of the information technology system. You will pay a fee of $2,000 with the first amount due before the first visit.

NOTE 16: If you elect to use an information technology vendor that we have not approved to provide services at the Hotel, you must pay us an Information Technology Certification Fee of between $2,000 and $5,000 plus reimburse us for any third party expenses to approve the vendor. We have included an additional $1,000 in the chart to cover third party expenses.

NOTE 17: Except as disclosed in Item 5, none of these amounts are refundable. This Total Estimated Initial Investment does not include the cost of real property. You should review these figures carefully with a business advisor before entering into a Franchise Agreement with us. The range is neither a floor on the minimum, nor a cap on the maximum you could spend and your expenditures could vary based on the condition of your hotel and other factors. Neither we, nor our affiliates, offer direct or indirect financing to franchisees for any items. The estimate does not include any finance charge, interest or debt service obligation. The cost estimates listed above are for hotels that are to be converted into the Brand rather than newly developed.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Hotel in compliance with our Standards and all of our other policies, procedures and requirements that we communicate to you. We will make our Standards available to you in digital, electronic or other computerized form or, at our option, in hard paper copy.

Approved Supplies/Suppliers

In order to ensure that items used at Brand Hotels are uniform and of similar quality, and to maintain the identity, integrity and reputation of the System, you must use only Supplies that comply with our Standards. In this context, "Supplies" include all furnishings, fixtures, equipment, signage, branded items, Hotel photography, linens, operating supplies, computer and telecommunications equipment, including network and telecommunications infrastructure equipment, software, flooring, wall covering, lighting, food and beverages, insurance and other items or services used in the construction, renovation, maintenance, operation and advertising of the Hotel. Supplies would also include your property management, reservation, revenue management, payment processing, telephone, entertainment, and high-speed internet systems, and other technology systems and services. All of your marketing materials must be approved by us and your lease must contain certain provisions that we require.

We may designate suppliers, including us (and we may be the only designated supplier for certain items), for certain Supplies. Unless the Standards explicitly say otherwise, however, you may procure Supplies from any source that is not disapproved by us, so long as the Supplies comply with the Standards. We may require suppliers to sign designated supplier agreements with us. Our designation of a supplier is not a warranty of the supplier's financial condition or performance. We may refuse to permit purchases from suppliers whose Supplies fail to meet the Standards.

If we designate a supplier in the future from whom you must procure Supplies, we expect to provide the criteria upon which we designate the supplier, your ability to purchase from alternative suppliers, and any procedures (including, required fees, timing, and the revocation of approval) for the purchase from alternative suppliers. None of our officers owns an interest in any approved supplier of the System.

You must carry workers' compensation insurance that meets state requirements. You must carry employer's liability insurance of $5,000,000 per occurrence and $1,000,000 per accident, per disease, and per employee. You must carry general liability insurance of at least $10,000,000 per occurrence. You must carry auto liability insurance of at least $10,000,000 per occurrence. You must carry property insurance at a minimum to cover the full replacement cost of the Hotel or limits sufficient to avoid co-insurance. Your business interruption coverage must cover at least 12 months of lost profits including fees payable to us. Your earthquake and flood coverage must cover not less than 75% of the replacement cost of your Hotel if your Hotel is in an earthquake or flood hazard area. You must carry boiler and machinery insurance to cover full replacement of damaged items plus lost profits and fees payable to us. You must maintain terrorism coverage at a minimum of full replacement cost of the Hotel plus recovery of lost profits and continuing expenses. You must carry crime coverage at a minimum commensurate with risk associated with your Hotel. You must carry cyber liability insurance of at least $3,000,000 per occurrence in the aggregate. You must carry employment practices liability insurance of at least $1,000,000 per occurrence. All insurance must be issued by insurers with an A.M. Best Rating of A- or better, a financial size category of VII or better, and who are licensed in the state in which the Hotel is located.

The architect you use for the design of your Hotel must be approved by us prior to use.

We have only one approved supplier of the property management system and revenue management software you will use at your Hotel and only one approved supplier for your centralized reservation system. We also only have one approved supplier for the credit card terminals, credit card payment processing services, digital credit card authorizations, and inbound and outbound call routing.

If you elect to use an information technology vendor that we have not approved to provide services at the Hotel, you must pay us an Information Technology Certification Fee plus reimburse us for any third party expenses to approve the vendor.

Purchases from Us or Our Affiliates

Except as described below, there are currently no Supplies that we require you to purchase from us or our affiliates. We expect to earn a profit on any Supplies or other items that you purchase from us or our affiliates.

In 2025, our affiliate, ESA Management, received $283,144 in revenue related to the provision of management services to a limited number of our franchisee-owned EXTENDED STAY AMERICA SUITES hotels. System suppliers attending our annual franchisee conference make contributions to us (which do not derive from franchisee purchases) that we use to defray your and other franchisees' costs of attending these functions. Last year we received $234,550 in contributions from our suppliers to support our 2025 Franchise Owner's Conference. Otherwise, neither we nor our affiliates had any revenues from

any goods, services or Supplies that we or our affiliates sold to our franchisees in 2025, except for revenue on sales of items where we acted as a pass-through and passed the payment from the franchisee to the supplier.

You may have the option to take advantage of favorable pricing and terms that we negotiate with suppliers for certain Supplies and you may also be required to participate in certain affiliation or marketing programs. We and our affiliates may derive discounts, rebates, commissions, promotional allowances and other benefits from these purchases, as well as from third parties with whom we negotiate affiliation or marketing programs. In the last fiscal year, ESA Management received $537.75 in revenue from such programs. Franchisees may choose to purchase certain fabricated products, equipment and recurring operating supplies from suppliers participating in purchasing programs arranged by our procurement department. Suppliers may pay us or our affiliates rebates between 2% to 6% or more of the costs of products purchased by System Hotels through these purchasing programs, depending on the volume of total purchases. These purchasing programs are newly established and thus neither we nor our affiliates received any revenue from them in 2025. There are currently no purchasing or distribution cooperatives.

We estimate that the proportion of the purchases and leases that you will make in accordance with our standards and specifications (including from approved suppliers), compared to all purchases and leases that you will make, is 80%-90% in connection with establishing the Hotel, and 65%-75% in connection with operating the Hotel.

You must use us to act as a project manager for the delivery and installation by third party vendors of reservation and property management systems the Hotel will use in its operations. You must also use us to review and certify your information technology infrastructure. We are the sole supplier for these services and we do not intend to approve any other suppliers for these services.

Alternative Supplies/Suppliers

If you wish to use any Supplies or an alternative supplier that we have not approved, then you must present the Supplies to us for our approval and provide us any information we request. We will make our approval criteria available to you upon request to us. We will approve or reject the item or alternative supplier within 60 days from the date that you seek approval from us in writing, or such other reasonable time period if review cannot be completed in 60 days. We will not charge you any fee for reviewing these items except for our out of pocket expenses for such review, which will vary by item and supplier submitted for approval. If after our approval we learn that the product, Supplies, or equipment, will adversely affect the health, welfare, and/or safety of our patrons or employees in the Hotel or otherwise adversely affects our reputation, we may revoke such approval. We will notify you of any revocations. If we have a sole supplier for a particular item or service, we do not intend on approving another supplier for that item or service.

Reservation Service

As disclosed above, your Hotel must participate in and use the Reservation Service that we designate, including any replacements, additions, enhancements, supplements, fixes, patches, updates, modifications, or variants that we may develop or adopt, and honor and give first priority on available rooms to all confirmed reservations booked through the Reservation Service. For outgoing reservations referred by or from the Hotel to other Network Hotels, you must exclusively use only the Reservation Service for Hotel bookings, unless we approve a different system. If we require you to use other reservation, sales, revenue management, call center, point of sale, or other services or systems you must comply with all terms and conditions, including execution of required agreements and payment of all required fees and costs.

If we have entered into an agreement with an online travel agent or other third-party intermediary ("OTA") for the sale of room nights at Brand Hotels you may only sell through that OTA and you may not enter into your own agreement with that OTA. To the extent that you participate in those programs, you will decide what room rates to charge and what commission to pay to the OTA within the parameters we have negotiated for Brand Hotels.

Loyalty Programs

You must participate in and honor the terms and conditions of any loyalty, discount, amenity, service, guest or promotional programs required by the Standards, any Guest Room rate quoted to prospective guests when they make reservations, any fees charged by these programs, and any award certificates (including, credit toward food purchases or internet or other items or amenities) issued to Hotel guests participating in these programs.

Material Benefits

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

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.

Obligation	Section in Agreement	Franchise Disclosure Document Item
a. Site selection and acquisition/lease	FA: 5.10, 5.16, 20.10.1, Exhibit A; DA: 5.1, Exhibit A	1, 7 and 11
b. Pre-opening purchases and leases	FA: 4, Exhibit A	7, 8 and 11
c. Site development and other pre-opening requirements	FA: 4, 6.1, Exhibit A; DA: 5.1	5, 6, 7, 8 and 11
d. Initial and ongoing training	FA: 5.1.1, 5.1.3, 5.3, 6.1, 6.2, 6.4, Exhibit G	11 and 15
e. Opening	FA: 4.4, Exhibit A; DA: 5.1, Exhibit A	11
f. Fees	FA: 3, 4.3.4, 4.4.1, 4.4.3.1, 4.5, 4.6.1, 4.6.3, 6.1, 6.2, 6.3, 6.4, 8.3.1, 8.3.2, 10.4, 13.1.1, 13.2.2, 14.5.2, 16.1, 16.2, 16.3, 16.4, Exhibit A; DA: 4, 5.2, 8.4, 8.5, 9.3.2; HTA: 1, 2.4, 7.4, Exhibit A, and Exhibit B	5, 6 and 7
g. Compliance with Standards and Manual	FA: 4, 5.1-5.3, 5.6 -5.9, 5.11, 6.4, 7, 8, 9.2, 10, 11, 12.2, 14.3.1.4, 15.1.2, 15.1.4, 15.2.13, 15.2.15, Exhibit G; DA 5.1, 5.4, 11; HTA: 2, 4.5, 4.6, Exhibit B	8, 11, 13, 14, 15 and 16

Obligation	Section in Agreement	Franchise Disclosure Document Item
h. Trademarks and Proprietary Information	FA: 4.4.1, 5.15, 8, 9, 15.2.5-15.2.8, 16.1, 18.2, 19.3, Exhibit A, B; DA: 1.5; HTA: 2, 3, and 4	13 and 14
i. Restrictions on products and services offered	FA: 3.3, 4.6, 4.7, 4.8, 5	8, 12 and 16
j. Warranty and customer service requirements	FA: 4.4, 5.1, 5.2, 5.5, 5.6, 5.12, Exhibit G	8, 11 and 16
k. Territorial development and sales quotas	FA: 1, 4.2, 4.3, Exhibit A; DA: 1.1-1.4, 5.1, 5.3, Exhibit A	12
l. Ongoing product and service purchases	FA: 4.6, 4.7, 4.8, 5.4-5.6, Exhibit B; HTA: 1	8, 11 and 16
m. Maintenance, appearance and remodeling requirements	FA: 4, 5.2, 5.8, 9.6, 15.1.2, 17, Exhibit D	8 and 11
n. Insurance	FA: 11, 13.2, 15.1.3, 15.2.9, Exhibit G; DA: 5.1, 13.12	6, 7 and 8
o. Advertising	FA: 5.11, 5.14, 5.19, 8	6, 7 and 11
p. Indemnification	FA: 15.2.9, 17; DA: 10; HTA: 1, 4.5, 6, and 7.4	6
q. Owner's participation management, and staffing	FA: 5.1, 5.2, 5.3, Exhibit A, Exhibit G	11 and 15
r. Records and reports	FA: 10, 15.2.11, 15.2.12; HTA: 1, 4	11
s. Inspections and audits	FA: 4.3.4, 4.4, 6.4, 10.4; HTA: 1, 4	6, 8 and 11
t. Transfer	FA: 14, 15.2.9, Exhibit B; DA: 9; HTA: 2.1, 9.8	17
u. Renewal	Not applicable	17
v. Post-termination obligations	FA: 16; DA: 8; HTA: 7	17
w. Non-competition covenants	Not applicable	17
x. Dispute resolution	FA: 19, Exhibit G; DA: 12; HTA: 8, 9.7	17
y. Other: Guaranty of franchisee's obligations	FA: 5.16; DA: 6.2	15 and 17
z. Other: Liquidated Damages	FA: 4.4.3.1, 16.3	6 and 17
aa. Other: Right of First Offer	FA: Exhibit F	17

1. If you are an individual, you will be personally responsible for your obligations under the Franchise Agreement, Development Agreement and HTA. If you are a corporation or other legal entity, we may require personal guarantees of your obligations under the Franchise Agreement, Development Agreement and HTA by your owners or other persons we designate. If the Hotel is owned by a different entity than the franchisee, the owner of the Hotel must sign a guaranty of the Franchise Agreement. The Guaranty is attached at Exhibit J.

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

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 delegate the performance of any or all of our obligations under the Franchise Agreement and the Development Agreement to third-party designees, whether these designees are our affiliates, agents or independent contractors with whom we contract.

Pre-Opening Obligations

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

1. Before you begin construction or renovation, as applicable, we will review the following information that you submit to us for approval: (i) evidence of insurance required by the Standards; (ii) evidence that you are entitled to possession of the Site; (iii) evidence of all approvals, permits, and licenses required for construction or renovation, as applicable, to begin; and (iv) your Plans and Designs (FA, Sections 4.1 and 4.2).

2. Will perform up to 3 site visits to review your construction progress (FA, Section 4.3.4).

3. Will perform up to 2 site visits to review and certify your information technology infrastructure before opening of your Hotel (FA, Section 4.3.4).

4. Will offer, as an option and for an additional monthly fee, our Sales Team Area Representative ("STAR") Program. Under the program, we will assign a designated representative to support your Hotel by soliciting new B2B extended stay business for your Hotel and responding to B2B group sales leads in alignment with your set parameters. (See Exhibit M and Item 6 for a description of fees and specifications).

5. Will conduct a final inspection, at your cost and expense, of the Hotel within 30 days after you notify us in writing that the Hotel is ready to open for business as a Brand Hotel (FA, Section 4.4.1).

6. May require a pre-opening visit to the Hotel to assist with the Hotel's opening as a Brand Hotel, for which you will reimburse us our Travel Costs and pay associated fees and charges (FA, Section 6.1).

7. May specify and provide required and/or optional initial, periodic, remedial, and other training programs, both in-person and online, for which we may charge non-reimbursable training and other fees, charges and costs (FA, Section 6.2; see "*Training*" below for additional details).

8. Will make our Standards available to you through our Standards Manual. We will license you access to the Standards Manual during the Term of your Franchise Agreement, in digital, electronic or other computerized form, or, at our sole discretion, in hard paper copy (FA, Section 7.2). The Table of Contents to our Standards Manual is listed in Exhibit G to this Disclosure Document. It has a total of 127 pages.

Site

1. We will review a site that you provide to us for the construction and operation of your Hotel. You will choose the site to submit for our review. We generally do not own the site that you will lease, and in most situations, we do not lease your site to you. You will either purchase the site or lease it from a third party. You will need to make sure that the site meets all of our Standards, including compliance with all laws, and obtain any required permits (FA, Section 4.1). We do not conform the site to local ordinances and building codes or obtain any required permits.

2. Once you have provided all of the necessary information we need to make an informed decision about the site, submitted a franchise application, and paid the PIP fee (if required), we will provide you with our approval or disapproval within 60 days. If we do not provide approval or conditional approval within 60 days, the site will be deemed disapproved and we may terminate the Franchise Agreement and retain all fees you have paid to us or our affiliates. We will review various factors in approving or disapproving your site. These factors include the geography of the location, ingress to and egress from the location, the demographics of the market, the effect the proposed site will have on existing Brand Hotels or Network Hotels, and what type of visibility the site will have to attract customers.

Opening of the Hotel

You must begin construction/renovation and open the Hotel and begin operating it as a Brand Hotel by the dates specified in Exhibit A to the Franchise Agreement (FA, Section 4.4). The typical length of time between the signing of the Franchise Agreement and the opening of the Hotel can range from immediate, to the time required for land acquisition, financing and construction. Immediate opening would be in connection with the sale of an existing Brand Hotel or conversion of another brand hotel. The time required for land acquisition, financing and construction can be as long as, or more than, 2 years. You may not begin operating the Hotel without our prior written authorization, including successful completion of a pre-opening inspection (FA, Sections 4.3 and 4.4).

Obligations after Opening

During the operation of your Hotel, we:

1. Will designate suppliers (which may include us) for FF&E and OS&E and also review any suppliers that you propose to us to confirm that such suppliers meet, and are capable of providing items in accordance with, the Standards (FA, Section 4.8). Neither we nor our affiliates provide you with any necessary equipment, signs, fixtures, opening inventory or supplies for your Hotel. With respect to items we or our affiliates provide to you, they will be provided directly to you but neither we nor our affiliates will install them.

2. At our election, will make consultation and advice services available to you about the operation of the Hotel as a Brand Hotel. (FA, Section 6.3). However, you are responsible for hiring, terminating, supervising and training your employees (FA, Section 5.3).

3. May physically and/or electronically enter and inspect the Hotel and operations, books, records, accounts, systems, real or personal property related thereto at any time and from time to time, without notice to you, to determine whether you and the Hotel are complying with the Standards and your Franchise Agreement (FA, Section 6.4; HTA, Sections 1 and 4).

4. Will review for approval samples of all Marketing Materials that you wish to use which reference any of the Marks, including any materials and uses of the Marks in digital, electronic, computerized, or other form (FA, Section 8.2).

5. Will maintain the ESA Website to advertise, market and promote the Brand Hotels (and, at our option, Network Hotels). We may provide each participating Brand Hotel a page on the ESA Website (FA, Section 8.3).

6. Will promote the general public recognition of the Marks and use of the Brand Hotels (FA, Section 9).

7. Will offer, as an option and for an additional monthly fee, our Sales Team Area Representative ("STAR") Program. Under the program, we will assign a designated representative to support your Hotel by soliciting new B2B extended stay business for your Hotel and responding to B2B group sales leads in alignment with your set parameters. (See Exhibit M and Item 6 for a description of fees and specifications).

8. May recommend pricing, but you are responsible for setting your own room rates and prices for all products and services at the Hotel, including any prices or rates that appear in the Reservation Service (FA, Section 5.7).

9. May make changes to the System and the Standards, including material changes, additions, substitutions or deletions, at our sole discretion at any time and from time to time (FA, Section 7.1).

10. May require you to use certain administrative, bookkeeping, accounting, and inventory control procedures (FA, Section 10.1).

Computer, Technology and Telecommunication Systems

You must purchase or lease computer systems capable of interfacing with our network. Additionally, you must purchase or license and maintain our preferred property management, revenue management, and other technology systems we require, including any additions, enhancements, supplements, or variants that we develop during the Term (FA, Section 5.4; HTA, Section 1). Neither we, nor any affiliate or any third party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to the software.

There are no contractual limits on our rights to obtain independent access to your databases (including the property management system described below). The information that we may access includes information about your financial performance and about guests.

Network Infrastructure

You must install network infrastructure equipment to support both guest wireless, free-to-guest ("FTG") television service and the front desk environment. We estimate the cost of the required equipment and installation of the network infrastructure to be approximately $125,000 - $175,000. Network infrastructure breakage and replacement costs are your responsibility and costs will vary annually. You must enter into an agreement with your vendor for 24-hour support of high-speed internet access ($2-3 per room per month) ("HSIA"), phone ($1-2 per room per month), and television ($1-2 per room per month) which is estimated to be approximately $4-7 per guestroom per month for a Hotel.

Telecommunications Infrastructure

You must install telecommunications infrastructure to support both guest phones and front desk phones. The telecommunications infrastructure equipment must be installed and/or certified by our preferred service

providers. We estimate the cost of the required equipment and installation of the telecommunications infrastructure to be approximately $11,500 - $16,500, excluding the room and hallway telephones. Telecommunications infrastructure breakage and replacement costs are your responsibility and costs will vary annually.

You must also pay for (1) dedicated phone lines, (2) inbound and outbound call routing through the SIP, (3) interactive voice response ("IVR") system, and (4) voicemail, which are collectively estimated to be approximately $300 - $600 per month for a Hotel and Enhanced 911 which is estimated to be approximately $35-$50 per month for a Hotel. In addition, there may be a cost for 411 and international calls which is estimated to be approximately $1-$5 per month for a Hotel.

Acquisition and Installation of Computer Systems

We and/or our affiliates have entered into master service agreements with the preferred service providers for all required computer systems (including the property management system, revenue management system and centralized reservation system, credit card terminals and credit card processing). You must enter into an agreement with us under which we will manage the delivery and installation by third party vendors of reservation and property management systems the Hotel will use in its operations. (Exhibit B to the Hotel Technology Agreement). You must pay us a Project Management Fee of $5,000 plus reimburse us for any additional third party expenses to provide these services. Technical support for installation is included in the cost of the installation of these items. On-site technical support post-installation is generally billed on a case-by-case basis and the cost will vary depending on the market and location. You must pay us a site visit fee of $2,000 per visit before we perform a site visit at your Hotel to review and certify your information technology infrastructure. We may require up to 2 site visits for this purpose.

PC Software and Support

You must also acquire a PC that complies with our standards, runs our current approved version of Microsoft Windows, and is connected to the network. The cost to acquire a compliant PC is estimated to be approximately $1,000-$1,500. To support our security standards, you will be required to maintain software updates, anti-virus, malware and any network device firmware. The annual cost for such maintenance is estimated to be between $0-$85 per device per year depending on whether you choose to use free Microsoft services provided as part of the OS license or purchase commercial software of your choosing.

Property Management System

You must purchase our approved PMS, which will enable the operator to use the computer system to take reservations, assign rooms at check-in, track room charges and activity, record accounts receivable, print management, marketing, housekeeping, and financial reports, scan drivers' licenses and perform various other functions.

You must license the PMS software from a third party we specify. The license will cost approximately $2.20 per room per month. Additionally, you must pay a PMS hosting and support fee of approximately $0.86 to $1.67 per room per month. The cost of the hardware necessary to operate this system is approximately $3,000 per hotel, which includes 4 tablet computers, stands, and an air-print capable printer. We estimate the cost to setup the PMS to be approximately $750. You pay these PMS setup and monthly amounts to us and we will then pay them to the supplier. Hardware breakage and replacement costs are your responsibility and will vary annually.

We may adopt upgraded and updated computer software and hardware system standards (including for the network infrastructure) and you must comply with our then current standards (Franchise Agreement

Sections 4.6 and 5.4). There is no contractual limitation on the frequency and cost of computer system upgrades and updates. If you fail to do so, you will incur a $500 per month non-compliance fee. See Item 7 for information concerning the estimated cost of computer systems. We are not obligated to maintain, repair or upgrade your computer system components for you.

IoT Device

You must purchase an Internet of Things ("IoT") device from a third party we specify. The cost of the device is $500 and we estimate the cost to install the device to be between $600 and $1,000. You must pay a monthly service fee of $9.99 per hotel per month for the IoT device. You must pay the monthly service fee to us and we will then pay them to the supplier. You may be required to pay us for the cost of the device or to purchase it directly from the supplier.

Revenue Management System and Centralized Reservation System

You must use our approved revenue management system ("RMS") that will enable you to predict customer demand and optimize inventory and price availability. Currently, we have one approved supplier of revenue management software and we anticipate transitioning to a new approved supplier in the near future. You must use our approved centralized reservation system ("CRS") that will enable you to manage hotel information, room inventory, and rates through all channels. Currently we have only one approved supplier for the CRS. We estimate the current cost to setup the RMS and CRS to be approximately $500. We may provide you with support for the RMS and CRS through the System Services Fee.

Credit Card Terminals and Credit Card Processing

You must have at least 2 credit card terminals in your Hotel. We estimate the cost of these devices to be approximately $1,000 to $3,000 and the installation to be between $200 to $300. You must use an approved supplier for these terminals and the credit card payment processing system at your Hotel. Currently, we only have one approved supplier for these terminals and credit card payment processing. Your credit card terminals and credit card processing must be installed and managed by our preferred service providers. Charges for processing are currently $25 to $35 per Hotel per month and $.03 per transaction. Credit card charges will be driven by volume. You must use our approved supplier for digital credit card authorizations. We estimate the implementation fee to range from $200-$250 and the annual fee is currently $500. We only have one approved supplier for digital credit card authorizations.

ESA Website

We (or an affiliate) own and maintain the ESA Website to advertise, market and promote the System Hotels (and, if implemented at our or our affiliate's option, Network Hotels). This website also markets and promotes EXTENDED STAY AMERICA PREMIER SUITES and EXTENDED STAY AMERICA SELECT SUITES hotels. We may include your Hotel on the ESA Website, and you must periodically provide us with all information and other materials concerning the Hotel that we require relating to the Hotel's page(s) and must promptly notify us whenever that information or material is no longer accurate.

We will have the final decision on all content appearing on the ESA Website, including the Hotel's page(s). We may implement and periodically modify Standards for the ESA Website, provide support services to develop or maintain the ESA Website and/or its content, and discontinue the ESA Website and/or any of its content (including separate webpages for participating Brand Hotels) at any time if we conclude that doing so is in the best interests of the System or that System Services Fees would be better spent on other services (FA, Section 8.3).

In association with the ESA Website, we (or our affiliate) also maintain a mobile application which facilitates the booking process for Brand Hotels (and, if implemented at our or our affiliate's option, Network Hotels) (the "App"). We may include your Hotel on the App. We can add functionalities to the APP including pre-stay, in-stay, and post-stay technical services such as early check-in, maintenance requests, and folio retrieval, to the App.

Advertising

We have no obligation to spend any amount on advertising in any Territory we may grant you.

Local Advertising

You must participate in and use, in the manner that we specify, Marketing Materials that we may periodically require for the Hotel. All advertising (including our requirements as to the use, display, style and type of Marketing Materials) must be conducted in compliance with the Standards and applicable laws. In this context, "Marketing Materials" means all advertising, marketing, promotional, sales and public relations campaigns, press releases, materials, campaigns, plans, programs, brochures, and other information to be released or made accessible to the public, in any other form of media (FA, Sections 5.11, 8.2).

Subject to our requirements and at your expense, you may conduct local and regional marketing, advertising and promotional programs for the Hotel. If you would like to create Marketing Materials, you must submit to us (in hard copy by mail, or by digital, electronic or other computerized form), for our prior approval, samples of all Marketing Materials that you wish to use that reference any of the Marks, including any materials and uses of the Marks in digital, electronic, computerized, or other form. If you do not receive our express written approval within 10 business days after we receive the proposed Marketing Materials, the Marketing Materials will be deemed to be disapproved (FA, Sections 5.11, 8.2). All Marketing Materials are subject to the Standards.

System Services Fees

You must pay us a System Services Fee of 4.5% of Gross Room Revenue. Other franchisees may contribute different amounts depending on when they came into the System. We use different types of digital and email marketing to promote the Brand and System. These digital and email marketing efforts are performed by us and funded through the System Services Fee. Because marketing the Brand and System in a consistent manner across digital and email platforms is essential, we currently do not allow franchisees to engage in any digital or email marketing of any kind. We may engage in any marketing efforts we see fit, including joint marketing efforts with hotels operated by us or others under different brands and hotels operating under the EXTENDED STAY AMERICA PREMIER SUITES brand. or the EXTENDED STAY AMERICA SELECT SUITES brand. We pool System Services Fee contributions from EXTENDED STAY AMERICA SUITES hotels together with the System Services Fee contributions from hotels operating under one or more of our current and/or future EXTENDED STAY AMERICA Network brands (see Item 1). System Services Fees are not intended to benefit any specific market or hotel and we have no obligation to ensure that you, your hotel, the EXTENDED STAY AMERICA SUITES brand or any other particular Network brand benefits directly or proportionately from System Services Fees paid or expenditures made from amounts collected.

During our fiscal year ended December 31, 2025, we used $6,699,482 of the System Services Fees we collected to market the Brand and the System. This amount was the equivalent of 2.6% of the total Franchisee Gross Room Revenue for 2025. Of this amount it was used as follows: 73% on digital marketing and internet advertising; 9% on administrative fees; and 18% on other marketing tools, including search

engine optimization. We may use national and/or regional advertising agencies to conduct any of our advertising and marketing initiatives. While we do not do so at the present time, we reserve the right to place advertising through an in-house advertising department (FA, Section 8.1).

We are not required to spend in the year received any monies that we require you to pay to us for the creation and/or placement of advertising through the System Services Fee. We may use those funds in the year after they are collected. We are not required to spend any of these funds for the benefit of any particular franchisee or any particular market. We may spend these funds in any market where we believe those placements would benefit the franchise system in general (FA, Sections 3.3, 8.1). We do not provide a periodic accounting of how we spend the System Services Fee. We do not use the System Services Fee principally to solicit franchisees to purchase franchises. Although, we may use the System Services Fee to upgrade the ESA Website which may have franchise sales information contained in it.

There is no advertising fund that you must participate in. We currently do not have an advertising council but reserve the right to create and convene one in the future. Neither we nor our affiliates have any obligation to pay a System Services Fee for any Brand Hotel that we or they operate.

We currently do not require franchisees to be part of a local or regional advertising cooperative but we reserve the right to require that you become part of one in the future.

Training

We may specify and provide required and/or optional training programs, for which training fees may be charged. You are responsible for all tuition, training materials, Supplies, if any, and all travel, food, lodging and other out-of-pocket costs for any training (FA, Section 6.2). We have 4 parts to our current required initial training program: the New Owner Orientation, General Manager Certification, Pre-Opening Onsite Training, and Service Culture Training. The following table sets forth the ESA Training Program as of the issuance date of this Disclosure Document. We offer this training on an as-needed basis. We may modify the training requirements as needed.

TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours of On-the-Job Training	Location
New Owner Orientation	12 hours	N/A	Charlotte, NC
General Manager Certification	12-14 hours	N/A	Online or in Charlotte, NC
Pre-Opening Onsite Training	N/A	12 hours	Your Hotel
Service Culture Training	1 hour	N/A	Online
Optional Functional Path Training via ESU Online	Varies	N/A	Online

New Owner Orientation

At least one principal of a newly signed franchisee must attend our New Owner Orientation at our corporate headquarters in Charlotte, North Carolina within 6 months (for new construction hotels) or 3 months (for conversion hotels) after signing the Franchise Agreement (FA Section 6.2). As of the date of this disclosure documents, this 2-day orientation takes place in a classroom setting and covers the following topics: an introduction to the ESA brands and ESA culture, brand standards, resources, communications, systems

purchasing, construction/renovation process, revenue strategy and management, billing, and reporting. You must pay us $1,900 per individual for each attendee that you send to the New Owner Orientation. This amount is nonrefundable and is due before the individual attends the training. The attendance fee for the first individual will be invoiced to you after execution of your Franchise Agreement. You will be responsible for travel, lodging and some meal expenses for all attendees during the training. Unless you are purchasing an existing ESA property, a minimum of one franchisee principal must complete this training to our satisfaction before your hotel will be approved for opening as a Brand Hotel. In the event an existing ESA property is purchased, at least one franchisee principal must complete this training to our satisfaction within 90 days of purchasing the property.

General Manager Certification

During the Term, you or your Management Company (if any) must employ a full-time, qualified and competent General Manager. The General Manager must complete our General Manager Certification program to our satisfaction (FA, Section 5.1). Otherwise, we do not train your employees. We do not hire your employees for you. You must pay us $1,900 per individual for each individual that you send to this program.

The General Manager Certification program is a two-day workshop facilitated by ESA at our corporate headquarters in Charlotte, NC and can be complemented with optional Functional Path Training modules via ESU Online. We reserve the right to conduct General Manager Certification virtually if we determine, in our sole judgment, that circumstances require us to do so. Attendees will be trained on our brand requirements for a Brand Hotel, processes, technology systems, quality programs, guest relations procedures, service culture and various other topics. General Managers must successfully complete this mandatory training program to our satisfaction before the Opening Date of a newly constructed Brand Hotel or within 60 days of the opening for a transferred or converted Brand Hotel or within 60 days of hire for a new General Manager. If we do not offer the General Manager Certification training within the specified time period, required attendees must complete the next available program. General Managers must present a certificate of completion upon request.

Pre-Opening Onsite Training

The third part of our required initial training program includes scheduling a pre-opening visit to assist you with training your Hotel staff on brand standards, systems and related issues concerning the Hotel's opening (FA Section 6.1). You must pay us a $2,500 fee to cover our travel, lodging, and overhead expenses. The trainer will arrive at or before the hotel opening or transfer and typically stays for 2 days. There are no instructional materials or tasks that you must complete to our satisfaction. As of the date of this disclosure document, attendees will be trained on our brand requirements, processes, technology systems, quality programs, guest relations procedures and various other topics. However, if we determine (in our sole judgment, based on operations at your, or your affiliate's other System Hotels) that you are capable of training your own staff on the brand standards, then you need not pay us the $2,500 pre-opening training fee and we will not provide on-site training in connection with the opening of your Hotel. In this circumstance you must provide opening training to your Hotel staff according to our brand standard requirements. If you are purchasing an existing Brand Hotel and are retaining previously trained associates and the General Manager, we may determine (in our sole judgment) that an abbreviated pre-opening visit is appropriate. In this circumstance, your pre-opening training fee will be reduced in proportion to the amount of support we provide.

Service Culture Training

The fourth part of our required initial training program includes a mandatory one-hour ESU Online course for each of your associates to be completed within 90 days of hire date. This ESU Online course introduces hotel associates to ESA service culture and shares recommendations for exemplary guest service. (FA Section 6.1). Compliance will be tracked via training completion reports and may become a required item on the Hotel's Quality Assurance audit in the future. The initial rollout of this program in Spring 2025 will also include complimentary onsite training by ESA personnel and instructional materials will be provided. After the initial rollout, you will be responsible for the cost of the workbook materials for your associates. Other than described here, there are no instructional materials or tasks that must be completed to our satisfaction.

Diane Marques, Vice President of Training, oversees and directs all of our initial training in coordination with our franchise operations team. Ms. Marques has been with ESA Management since April 2023 and has over twenty-five years of experience in the hospitality industry. Ms. Marques oversees the team responsible for all the training functions at ESA Management. Our instructors assisting in the training will have at least one year of experience in the area they are teaching. The ESA Training Program also includes unlimited access to the ESA online leaning management system, "ESU Online", which contains a learning library with optional Functional Path Training modules. ESU Online is currently provided at no cost to franchisees, but ESA may charge a reasonable fee for ESU Online instruction and course materials in the future.

Other Required Training

If your Hotel does not pass our Quality Assurance inspection, in addition to our other remedies, we can require that you complete remedial training. (FA, Section 6.2). The cost for this training is $4,000-$6,500 and is due on demand but before the training. Except as described above, no additional training or refresher courses are required.

You must provide and facilitate human trafficking awareness training of your choosing to each of your hotel associates at least once per calendar year. You must certify your compliance with this requirement each calendar year to us.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Franchise Agreement

We grant you the right to use the System to provide extended stay and transient guest lodging services at the Hotel and the right to construct or convert and operate the Hotel as a Brand Hotel at an approved site. At the time we sign a Franchise Agreement with you we may also provide you with a Territory. Whether we grant you a Territory and its size will generally depend upon your financial and operational capability to meet the extended stay demand within the market in which you will operate. If we grant you a Territory, and subject to the rights we reserve as discussed below, during the Term of your Franchise Agreement so long as you are not in default under your Franchise Agreement or any other agreement with us or any of our affiliates, we and our affiliates will not, and we will not grant a third party the right to, open to the

public for business a Brand Hotel under the Brand that is physically located in the Territory. This right applies only to the Brand. The Brand does not include other marks we or our affiliates may own or license. For example, it does not prohibit us from opening, operating, managing or granting a third party the right to open, operate or manage hotels in the Territory that use a portion of the Brand either alone or with a modifier or other designation, such as EXTENDED STAY AMERICA PREMIER SUITES or EXTENDED STAY AMERICA SELECT SUITES.

Although there are no restrictions placed upon you from soliciting or accepting guests from consumers inside another franchisee's territory you do not have the right to use the Internet or any other social media platform to advertise or market your Hotel without our consent. But you can use other channels of distribution like catalog sales, telemarketing or other direct marketing.

Development Agreement

If we enter into a Development Agreement with you, we will grant you a Development Territory. The size of your Development Territory will be based upon your financial and operational capability as well as the demand within the market area you are considering. We will also negotiate with you the number of Hotels to be opened and operating in the Development Territory. We will base this number on what we deem to be the extended stay demand in the market area. Subject to the rights we reserve as discussed below, during the Term of the Development Agreement, neither we nor any of our affiliates will open and operate, nor will we allow any other party to open and operate, any Brand Hotel under the Brand that is physically located in your Development Territory until the last date specified in the Development Agreement, so long as you continue to meet the development milestones in the Development Agreement. This right applies only to the Brand. The Brand does not include other marks we or our affiliates may own or license. For example, it does not prohibit us from opening, operating, managing or granting a third party the right to open, operate or manage hotels in the Development Territory that use a portion of the Brand either alone or with a modifier, such as EXTENDED STAY AMERICA PREMIER SUITES or EXTENDED STAY AMERICA SELECT SUITES.

Relocation of Hotel

You do not have the right to relocate the Site.

Establishment of Additional Outlets

The Franchise Agreement grants you a non-exclusive right to establish one Brand Hotel. If you enter into a Development Agreement with us, we will offer you the right to operate multiple Brand Hotels. You do not receive any option, first refusal right or similar right under the Franchise Agreement or Development Agreement to establish additional Brand Hotels.

Reserved Rights

Notwithstanding the grant of a Territory or a Development Territory to you, we and our affiliates may own, operate, lease, manage, franchise, license or otherwise allow any person to operate (i) Brand Hotels outside the Territory; (ii) Network Hotels that operate under different brands at any location, inside or outside the Territory; and/or (iii) non-Network Hotels that we or our affiliates may operate, at any location inside or outside the Territory. Additionally, we and our affiliates may own, acquire, lease, construct or renovate a Brand Hotel inside the Territory and may also franchise, license or otherwise permit third parties to do the same. However, during the Term, we will not, and will not authorize any other party to, open to the public for business any Brand Hotel within the Territory. Notwithstanding the grant of a Territory or a Development Territory to you, we and our affiliates may market and advertise for Brand Hotels and

Network Hotels inside or outside the Territory. In addition, we and/or our affiliates reserve the right (a) to acquire or be acquired by (whether through purchase, sale, merger, consolidation or other transaction) another chain, franchise system, group or portfolio of hotels, and/or (b) to operate or manage another chain, franchise system, group or portfolio of hotels.

In addition, and notwithstanding the grant of a Territory or a Development Territory to you, there may be Brand Hotels operating in your Territory as of the effective date of your Franchise Agreement or Development Agreement that will continue operating in the Territory or Development Territory and that we may renew, relicense, allow to expand, or replace. Additionally, we and our affiliates may remove from the System at any time one or more Brand Hotels located in the Territory or Development Territory as of the effective date of your Franchise Agreement or Development Agreement and replace the removed Brand Hotel with a new Brand Hotel that may contain more rooms than the Brand Hotel it is replacing.

Notwithstanding the grant of a Territory or a Development Territory, we may operate, lease, manage, or license any other party to operate a Brand Hotel in the Territory or the Development Territory beginning 6 months before the expiration of your Franchise Agreement or Development Agreement, or as of the date that a date for the premature termination of your Franchise Agreement or Development Agreement has been confirmed in writing by us.

Other Distribution Channels

There are no restrictions on us or our affiliates from soliciting or accepting reservations from guests inside your Territory or Development Territory, as applicable. For example, we reserve the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing sales, to solicit and obtain reservations from guests who may be located in your Territory or Development Territory using the Brand or other brands. We do not pay you any compensation for these reservations.

Operating Other Brands

As disclosed in Item 1 we are also granting franchises under the EXTENDED STAY AMERICA PREMIER SUITES brand and the EXTENDED STAY AMERICA SELECT SUITES brand. Furthermore, an affiliate/related party of ours could possibly offer hotel franchises in the future under the Field & Stream brand. These hotels may also be operated by us, an affiliate or franchisees. You may compete with these hotels for business and as discussed above there may be, now or in the future, franchised, managed or company owned hotels operated under these brands in your market area including in your Territory or Development Territory. Any conflicts between you and us regarding territory, customers and our support will be resolved under the Franchise Agreement. We have no procedure for resolving conflicts between you and franchisees of these other brands. However, any resolution of any conflicts regarding territory, customers or support services will be entirely within our discretion. The EXTENDED STAY AMERICA PREMIER SUITES franchises and the EXTENDED STAY AMERICA SELECT SUITES franchises are offered from our principal business address. We do not maintain physically separate offices and training facilities for this system. The principal business address of the Field & Stream brand is located in Nashville, Tennessee.

ITEM 13
TRADEMARKS

Our affiliate, ESH Strategies Branding LLC ("Marks Owner"), is the owner of the Marks of the System, and has granted us a license to use and to license the Marks and certain other intellectual property including any domain names related to the System through a Trademark and System License Agreement dated July 31, 2017, as amended (the "License Agreement"). The License Agreement will expire on December 31,

2030 unless extended by the parties. Under the License Agreement we can use and sublicense the Marks and other intellectual property licensed under the Agreement. If we fail to comply with the Agreement, including use of the Marks or other intellectual property that would diminish the image or reputation of the Marks Owner or the Marks or other intellectual property, the Marks Owner must give us 90 days to correct the issue before terminating the Agreement. If the Agreement were terminated or expired without extension, your right to use the Marks and other intellectual property would continue for the term of your Franchise Agreement.

We consider the trademarks in the chart below to be our principal trademarks. These marks have all been registered on the Principal Register of the United States Patent and Trademark Office ("USPTO") as set forth below:

Mark	Registration Number	Registration Date
EXTENDED STAY AMERICA SUITES	6648302	2/15/2022
	6648318	2/15/2022
	4274226	1/15/2013, renewed 7/26/2022
	4274223	1/15/2013, renewed 7/26/2022
	4274225	1/15/2013, renewed 7/26/2022
	4167398	7/3/2012, renewed 7/26/2022
	4274227	1/15/2013, renewed 7/26/2022
	4274224	1/15/2013, renewed 7/26/2022

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or of any court, nor any pending infringement, opposition, or cancellation proceedings, nor any pending material litigation involving the Marks. Except as disclosed above, there are no other agreements currently in effect that significantly limit our right to use or license the use of the Marks in any manner material to the System. We have filed all required affidavits and renewals for the principal trademarks.

You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our right to use and to license others to use, or your right to use, the Marks. Under the Franchise Agreement, we have the right to direct, and control any litigation, administrative proceeding, or other effort to address any infringement, challenge, or claim involving the Marks, including any settlement of the action. We also have the right to take action against uses by others that may constitute infringement of the Marks. You must sign any documents and take any other reasonable actions that we deem necessary or advisable to protect and maintain our interests in any litigation, administrative proceeding, or efforts to address any infringement, challenge, or claim and to protect our interest in the Marks. Although we have no obligation to indemnify you, we will reimburse your reasonable out-of-pocket costs for taking any requested action.

We have the right, upon reasonable notice, to change, discontinue, or substitute any of the Marks and to adopt entirely different or new Marks for use with the System without any liability to you. You must implement any changes at your expense in accordance with our instructions within the time periods we specify. You have no right to any compensation or other remedies from us for any such modification.

All goodwill and ownership rights from your use of the Marks and the System accrue solely to us.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any current or pending patents that are material to the franchise being offered. We own common law copyrights in the Standards, which we maintain as our confidential and proprietary information. Although we will make the Standards available to you during the Term of your Franchise Agreement solely for your use in the operation of your Hotel, these materials are our property and must be returned to us upon expiration or termination of your Franchise Agreement. Your use of the Standards during the Term of your Franchise Agreement is governed by the restrictions on Proprietary Information discussed immediately below.

As described in the Franchise Agreement, if we require, you must immediately modify or discontinue using copyrighted materials. We will have no obligation to reimburse you for any expenditure you make because of any discontinuance or modification.

There are no currently effective determinations of the USPTO, Copyright Office, or any court concerning any copyrights. There are no currently effective agreements from which we derive our rights in the copyrights that could limit your use of them. The Franchise Agreement does not obligate us to protect any of the rights that you have to use any copyrights or impose any other obligation upon us concerning copyrights. The Franchise Agreement requires you to notify us of claims by others of rights to, or infringements of, our copyrighted materials.

We are not aware of any infringements that could materially affect your use of any copyright.

Confidential and Proprietary Information

You may not copy or disclose to any unauthorized party any Confidential Information without our prior written consent. You may use Confidential Information only for purposes of operating the Hotel. You may disclose Confidential Information only to those parties that require access to it in order to operate the Hotel, and only after you have secured their written agreement to abide by the same safeguards for confidentiality that we impose. "Confidential Information" means (i) the Standards, System, Network and Website, (ii) documents, proprietary information, or trade secrets approved for the System or used in site selection, design, construction, renovation or operation of the Hotel, (iii) any marketing, reservations, quality assurance, guest loyalty and satisfaction, training, technology or other systems or programs developed for the System; (iv) knowledge of specifications for and suppliers of Supplies, and other products and supplies that are identified with Brand Hotels and/or other Network Hotels; (v) Data, Guest Data and other information contained in or relating to or arising from the Reservation Service; (vi) any other knowledge, trade secrets, business information or know-how obtained or generated through your use of the System or operation of the Hotel that we deem confidential or under any Other Agreements.

Further, and subject to applicable laws, we own all Data and Guest Data. You will have the non-exclusive right to use Data and Guest Data if its use is lawful and in connection with operating the Hotel as a Brand Hotel. "Data" means all non-public information used or generated in the operation of your Hotel, including Operating Revenue, Gross Room Revenue, Guestroom occupancy rates, reservation data and other information required by us that we determine may be useful in connection with our marketing, reservations, guest loyalty and satisfaction and other functions, purposes or requirements. "Guest Data" means information collected from and about current and prospective Hotel guests, including: (i) their personally identifiable information (such as their name, birthdate mailing addresses, phone numbers, and email addresses); (ii) information about their consumer preferences, (iii) stay and aggregated information; and (iv) other similar or related information.

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

Either you or a Management Company must manage the Hotel, in either case subject to our approval. Franchisor will not unreasonably withhold its approval so long as the Management Company or Franchisee (as applicable) (i) meets Franchisor's minimum qualifications, (ii) possesses the managerial skills or operational capacity required to operate the Hotel in accordance with the Standards and this Agreement, (iii) provides Franchisor will all information and access that Franchisor reasonably requests, (iv) ensures that its personnel attend and satisfactorily complete required brand standard training programs, and (v) is neither a Competitor nor a Sanctioned Person. You are responsible for complying with the Franchise Agreement, even if you retain a Management Company. We can withdraw our approval of the Management Company at any time. We may require you to hire a Management Company if you, in our view, do not have sufficient experience managing hotels or if you fail to manage the Hotel to professional standards, including our Standards. If we approve a Management Company, as a condition of that approval, the Management Company must sign the documents we require to protect our intellectual property rights and reflects its agreement to perform its management responsibilities and operate the Hotel in compliance with the Franchise Agreement. Our current form of Management Company Acknowledgement is attached as Exhibit G to the Franchise Agreement. You, or your Management Company, must also retain a General Manager to manage the daily operations of your Hotel.

Your General Manager must attend and successfully complete our General Manager Certification program and any other particular training course that we may have for managers.

We do not require your manager or General Manager to maintain an equity interest in you, unless we believe it to be necessary to do so.

Under the Development Agreement, you must during its Term, and except as we otherwise approve in writing, devote your (or employ a Multi-Unit Manager to devote its) full time and best efforts to the management and operation of the development business.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

As long as you comply with applicable law, 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. We may change these requirements at any time and there are no limits on our rights to do so. You must operate the Hotel 24 hours a day, 7 days a week in accordance with your Franchise Agreement and the Standards, except as we otherwise permit. You may only refer guests to other Brand Hotels and Network Hotels and you may not use any part of the Hotel for any business other than a Brand Hotel.

You may not affiliate or identify the Hotel with another franchise system, reservation service, brand, cooperative or trademark during the Term. You may not promote a competing business or other lodging facility, except as we may approve. You may not enter into any agreement or other arrangement with a concessionaire (such as retail or food and/or beverage service facilities) without our prior written consent. You may not allow gambling at the Hotel or use the Hotel for any casino, lottery, or other type of gaming activities, or associate with any gaming activity, knowingly permit adult entertainment activities at the Hotel or sell, display or use in the Hotel any vending machines, honor bars, video or other entertainment devices or similar products. You and your owners may not conduct or permit the marketing or sale of timeshares, vacation ownership, vacation club, residence club, fractional ownership, condominiums, apartment leasing or rental business, or like schemes at, or adjacent to, the Hotel or for any business that shares common areas, amenities, recreation facilities, services, supplies or support activities with the Hotel without our consent.

You must honor and give priority for available rooms to all confirmed reservations booked through the Reservation Service and you must only use the Reservation Service for Hotel bookings. You must also participate in and honor the terms and conditions of any loyalty, discount, amenity, service or promotional programs required by the Standards, any Guest Room rate quoted to prospective guests when they make reservations, any fees charged by these programs, and any award certificates (including, credit toward food purchases or internet or other items or amenities) issued to Hotel guests participating in these programs.

You are responsible for setting your own room rates, and prices for other products and services at the Hotel, including determining any prices or rates that appear in the Reservation Service. We may, however: (i) prohibit certain types of charges or billing practices that we determine are misleading or detrimental to the System; (ii) require that you price consistently in all distribution channels; and (iii) impose other pricing requirements permitted by law. You must honor any prices, rates or discounts that appear in the Reservation Service or elsewhere, honor all reservations made through the Reservation Service or that are confirmed and not charge any Hotel guest a rate higher than the rate specified for the Hotel guest's reservation in the Reservation Service or, if not made through the Reservation Service, in the reservation confirmation. You must also honor all pricing and terms for any other product or service offered in connection with the Hotel. You must also participate in any sales, guest or inventory management programs or promotions offered by us, including quality assurance and guest complaint resolution programs and referral programs.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists important provisions of the Franchise Agreement, Development Agreement, and Hotel Technology Agreement. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Franchise Agreement *(References to the Development Agreement are in italics)* (References to the Hotel Technology Agreement are in parentheses)	Summary
a. Length of the franchise term	Section 2 and Exhibit A *Section 3* (Section 3.1)	Generally, 20 years for new-build properties. *The term depends on the number of Hotels to be developed under the Development Agreement. It is typically between 2 and 6 years.* (Initial 3-year term with automatic 1-year renewal periods, but ultimately coterminous with the Franchise Agreement.)
b. Renewal or extension of the term	None *None* (None)	No right to renew or extend. *No right to renew or extend.* (No right to renew or extend.)
c. Requirements for franchisee to renew or extend	Not Applicable *None* (Not Applicable)	Not Applicable. *No right to renew or extend.* (Not Applicable.)
d. Termination by franchisee	Section 13.2 *None* (None)	You can terminate if the Hotel is damaged by fire or other casualty that exceeds the coverage limits required by the Standards, subject to state law. You may also terminate the Franchise Agreement under any grounds permitted by applicable state law. *You may terminate the Development Agreement under any grounds permitted by applicable state law.* (Not Applicable.)

Provision	Section in Franchise Agreement *(References to the Development Agreement are in italics)* (References to the Hotel Technology Agreement are in parentheses)	Summary
e. Termination by franchisor without cause	Section 13.2 *None* (Section 7.1)	We can terminate if the Hotel is taken or condemned or damaged by fire or other casualty that exceeds the coverage limits required by the Standards. *Not Applicable.* (We can terminate at any time without cause by giving ten (10) days written notice. Additionally, the Hotel Technology Agreement will terminate immediately upon termination of the Franchise Agreement.)
f. Termination by franchisor with cause	Sections 15.1 & 15.2 *Sections 5.3, 7.1 & 7.2* (Section 7.2)	If you are in default under the Franchise Agreement. *If you are in default under the Development Agreement including failure to meet development schedule.* (For defaults under Hotel Technology Agreement.)
g. "Cause" defined - curable defaults	Section 15.1 *Section 7.2* (Section 7.2)	Most defaults are curable and you will have 30 days to cure (10 days for monetary defaults). *Most defaults are curable and you will have 30 days to cure (10 days for monetary defaults).* (Default for non-payment has a 10-day cure period.)
h. "Cause" defined - non-curable defaults	Section 15.2	You are liquidated or dissolve, or take any action to liquidate or dissolve; a bankruptcy petition is filed by you or against you; cease to operate under the Brand or as a Brand Hotel or lose possession of the Hotel; the Hotel or your assets are attached; stop operating the Hotel under the Brand or as a Brand Hotel or lose possession of the Hotel; you or your owners contest our ownership of the or any of the Marks; fail to continue to identify the Hotel as a Brand Hotel or violate our proprietary rights; use our Marks or Confidential Information before we authorize you to do so or in a way that we do not permit; you breach various provisions of the Franchise Agreement including the insurance, indemnification, data privacy provisions or those

Provision	Section in Franchise Agreement *(References to the Development Agreement are in italics)* (References to the Hotel Technology Agreement are in parentheses)	Summary
		provisions or Standards related to the safety, security or privacy of guests; you or your owners are convicted of a felony; submit false records to us; you take action that adversely reflects on the System; the Hotel or its construction or renovations is a threat to public safety; or 3 defaults in any 12 month period; fail on 2 occasions in a 6 month period to comply with similar obligations under the Franchise Agreement, the Standards or other agreements. In these cases we may terminate the Franchise Agreement immediately.
	Section 7.1	*Similar reasons as for Franchise Agreement, but including failure to meet Development Schedule. In these cases, we may terminate the Development Agreement immediately.*
	(None)	(Not Applicable)
i. Franchisee's obligations on termination or non-renewal	Section 16	Cease operating as a Brand Hotel and using the System and Marks; use only names and marks that are not confusingly similar; cease representing the Hotel as affiliated with the Brand; de-identify the Hotel, including returning to us the Standards and all materials containing Confidential Information and bearing any Marks and cease using such items; change or cancel phone listings, business registrations, Internet registrations, webpages, listings, accounts, profiles and so on; allow us to inspect Hotel de-identification; reimburse us for de-identification costs we incur; pay amounts owed within 10 days after termination or expiration; pay a Termination Fee (liquidated damages) within 10 days after the date of termination; permit us to enter into the Hotel on less than 2 days' notice to inspect the Hotel until it is deidentified.
	Section 8	*You lose all remaining rights to develop Hotels; return to us all materials we gave you; pay all fees you owe us and our affiliates; provide us with evidence of your compliance with post-termination*

Provision	Section in Franchise Agreement *(References to the Development Agreement are in italics)* (References to the Hotel Technology Agreement are in parentheses)	Summary
		obligations; no longer reference you affiliation with our System or use any materials we gave you. (Cease all access to and use of the System and promptly return or destroy any and all copies of System materials and any related documentation. Within 5 business days following termination, an officer of Franchisee must certify in writing to us that the System and all materials and documentation are no longer in use, and that all copies have been returned to us or destroyed. If the termination is before the expiration of any prepaid periods, Franchisee must pay us the Termination Fee.)
j. Assignment of contract by franchisor	Section 14.1 *Section 9.1* (Section 9.8)	No restrictions on our right to assign. *No restrictions on our right to assign.* (We may assign or transfer the Hotel Technology Agreement and/or any of our rights and duties to any parent, subsidiary or affiliated entity or any entity which acquires all or substantially all of our operating assets, or as a part of a merger or reorganization.)
k. "Transfer" by franchisee – defined	Sections 14.2, 14.3, 14.7 and Exhibit B *Section 9* (Section 9.8)	Includes transfer of contract, assets, Site or ownership change. *Includes transfer of contract or assets or ownership change.* (Includes transfer of contract, rights or obligations.)
l. Franchisor approval of transfer by franchisee	Section 14.3 *Section 9.2* (Section 9.8)	Except for certain transfers that do not result in change of control of the Franchisee, we must approve all transfers. *You may not transfer without our consent.* (You may not transfer without our prior consent.)
m. Conditions for franchisor approval of transfer	Section 14.3	Conditions include delivery of the documents we request including sale and purchase agreement; you must satisfy all of your monetary obligations to us

Provision	Section in Franchise Agreement *(References to the Development Agreement are in italics)* (References to the Hotel Technology Agreement are in parentheses)	Summary
		and our affiliates and pay our then-current PIP fee; the transferee must agree to update or remodel the Hotel to meet our then-current Standards; you and your owners must sign a general release of claims against us, our affiliates; transferee must submit a new franchise application and pay our then-current initial franchise fee as a transfer fee; transferee must meet our then-current ownership criteria; transferee must enter into the then-current form of the franchise agreement including guarantee which may contain materially different terms and conditions then in your Franchise Agreement
	Section 9.3	*Conditions include submission of an Application and provision of any documents we request including the purchase agreement; payment of a transfer fee; execution of a general release; transferee signs then then-current form of development agreement including guarantee, which may contain materially different terms and conditions then in your Development Agreement; and transfer of all Franchise Agreements executed under Development Agreement*
	(Section 9.8)	(Consent may be withheld in our sole and absolute discretion.)
n. Franchisor's right of first refusal to acquire franchisee's business	Section 1 and Exhibit F	We only have right of first offer on transfers of the Hotel or a Controlling Equity Interest in you if we and you sign Exhibit F. We may require Exhibit F only for certain markets that we determine are strategic to us.
	None	*Not applicable*
	(None)	(Not Applicable)
o. Franchisor's option to purchase franchisee's business	None	Not applicable
	None	*Not applicable*
	(None)	(Not Applicable)

Provision	Section in Franchise Agreement *(References to the Development Agreement are in italics)* (References to the Hotel Technology Agreement are in parentheses)	Summary
p. Death or disability of franchisee	Section 14.4 *None* (None)	Must transfer to a third party, which may include, heirs. Must meet conditions of Section 14.3; we may terminate the Franchise Agreement if the transfer fails to occur within the required timeframe. *Not Applicable.* (Not Applicable)
q. Non-competition covenants during the term of the franchise	None *None* (None)	Not Applicable *Not Applicable* (Not Applicable)
r. Non-competition covenants after the franchise is terminated or expires	None *None* (None)	Not Applicable *Not Applicable* (Not Applicable)
s. Modification of the agreement	Sections 7.1 & 20.1 *Section 13.1* (Exhibit B)	No modification of the Franchise Agreement, except by writing signed by both parties. We may unilaterally change the Standards. *No modification of the Development Agreement except by writing signed by both parties. We may unilaterally change the Standards.* (Changes to the scope of the services may be made only in a writing signed by authorized representatives of both parties. We may unilaterally change the Standards.)

Provision	Section in Franchise Agreement *(References to the Development Agreement are in italics)* (References to the Hotel Technology Agreement are in parentheses)	Summary
t. Integration/merger clause	Section 20.1; *Section 13.1* (Section 9.9)	Only the terms of the Franchise Agreement, Development Agreement (if applicable) and related agreements signed by the parties are binding and enforceable (subject to applicable state law). Any representations or promises made outside of the Disclosure Document, Franchise Agreement and Development Agreement (if applicable) may not be enforceable. However, nothing in the Franchise Agreement or Development Agreement is intended to disclaim any representations made in this Disclosure Document. (Only the terms of the Franchise Agreement and Hotel Technology Agreement and related agreements signed by the parties are binding and enforceable (subject to state law). However, nothing in the Franchise Agreement or Hotel Technology Agreement is intended to disclaim any representations made in this Disclosure Document.)
u. Dispute resolution by arbitration or mediation	Section 19.2, 19.3 *Section 12.2, 12.3* (Section 8)	Except for claims relating to indemnification, equitable relief, and enforcement of arbitral awards, all disputes will be resolved by arbitration.* (Dispute resolution procedures of the Franchise Agreement apply)
v. Choice of forum	Section 19.2, 19,3, 19.5, 19.7; *Section 12.2, 12.3, 12.5, 12.7* (Section 9.7)	In any dispute, you waive the right to a jury trial. Arbitration proceedings will be conducted at our headquarters in North Carolina (currently Charlotte, NC). You consent to the non-exclusive jurisdiction of the courts of North Carolina for disputes not subject to arbitration.*
w. Choice of law	Section 19.1; *Section 12.1* (Section 9.7)	North Carolina law applies, subject to state law.*

*See Exhibit I, State Addenda to Disclosure Document, Riders to Franchise Agreement, and State Riders to Development Agreement.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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 Franchise 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.

A. Statement of Average and Median Occupancy, ADR, RevPAR, and EsOcc

The tables in this Section A provide information on the average and median Occupancy, ADR, RevPAR, and EsOcc for three different sets of hotels operated under the EXTENDED STAY AMERICA SUITES mark during the entire 12-month period ended December 31, 2025.

Table 19-1 Owned Hotel Operating Metrics

The first set is the 304 Brand Hotels owned indirectly by ESH Hospitality as of December 31, 2025 and operated by our affiliates in the United States for the entire 2025 calendar year (the "Owned Hotels"). As of December 31, 2025, there were 307 hotels operating as EXTENDED STAY AMERICA SUITES by our affiliates. Of the 307 hotels, 304 had been open and operating as EXTENDED STAY AMERICA SUITES hotels for the entire 12-month period ended December 31, 2025.

The table below shows the average performance of the Owned Hotels for the year ended December 31, 2025, in the following categories: (1) occupancy[1]; (2) average daily rate ("ADR")[2]; (3) revenue per available room ("RevPAR")[3]; and (4) extended stay occupancy ("EsOcc")[4].

	Average	**Owned Hotels at/exceeding average**		**Median**
	2025 (304 hotels)	% of total	Number	
Occupancy	76.7%	53%	160	77.1%
ADR	$80.15	41%	125	$77.31
RevPAR	$61.45	43%	131	$59.32
EsOcc	59.8%	52%	159	60.2%

Table 19-2 Franchised Hotel Operating Metrics

The second set is 97 Brand Hotels operated by franchisees for the entire 2025 calendar year (the "Franchised Hotels"). As of December 31, 2025, there were 120 hotels operated by franchisees as EXTENDED STAY AMERICA SUITES including 4 that were managed by one of our affiliates. Three of the 4 managed hotels are included in this set as their results are not materially different from the results of other hotels operated by franchisees that are included in this set. One of the managed hotels was excluded because it was closed during the year for renovations and thus had materially different results. One other franchised hotel was excluded as it was sold out for the entirety of the year pursuant to a railroad company contract and had materially different results. Two hotels both opened and closed as franchisee-operated Brand Hotels in 2025 after two Owned Hotels were purchased from our affiliate in February 2025 and then voluntary ceased operations in October 2025. We also excluded 7 additional Brand Hotels operated by franchisees that ceased operations in 2025 and 1 Brand Hotel operated by a franchisee that was terminated. Of the 120 hotels operated by franchisees at the end of 2025, 97 had been open for the entire 12-month period ended December 31, 2025.

The table below shows the average and median performance of the Franchised Hotels for the year ended December 31, 2025, in the following categories: (1) occupancy[1]; (2) average daily rate ("ADR")[2]; (3) revenue per available room ("RevPAR")[3]; and (4) extended stay occupancy ("EsOcc")[4].

	Average	**Franchised Hotels at/exceeding average**		**Median**
	2025 (97 hotels)	% of total	Number	
Occupancy	77.6%	57%	55	80.5%
ADR	$59.66	49%	48	$58.94
RevPAR	$46.27	48%	47	$46.10
EsOcc	61.5%	53%	51	62.4%

Table 19-3 Brand Hotel Operating Metrics

The third set is the collective total of 401 hotels that were open as Owned Hotels and Franchised Hotels for the entire 2025 calendar year and used in preparing Tables 19-1 and 19-2 (the "Brand Hotels").

The table below shows the average and median performance of the Brand Hotels for the year ended December 31, 2025, in the following categories: (1) occupancy[1]; (2) average daily rate ("ADR")[2]; (3) revenue per available room ("RevPAR")[3]; and (4) extended stay occupancy ("EsOcc")[4].

	Average	Brand Hotels at/exceeding average		Median
	2025 (401 hotels)	% of total	Number	
Occupancy	76.9%	53%	214	77.5%
ADR	$75.53	44%	175	$72.59
RevPAR	$58.06	43%	172	$55.15
EsOcc	60.2%	52%	207	60.4%

As you review this information, you should be aware there were characteristics of included hotels that may differ materially from hotels operated by new franchisees. Room rates, hotel demand, and certain operating expenses vary significantly from location to location depending on local market conditions. RevPAR varies significantly among all the properties.

B. Statement of System Contribution

Brand Hotels receive reservations from the following sources (collectively, "Reservation Channels"): (i) reservation made at the hotel ("Property Direct"), (ii) our toll-free central reservations office ("Call Center")[5]; (iii) the ESA Website ("esa.com"); (iv) OTAs; (v) opaque hotel booking agencies that we have agreements with such as Hotwire and Priceline ("Opaque"); and (vi) global distribution systems that permit traditional travel agencies, as well as many third-party online travel agencies, to reserve hotel rooms ("GDS"). Reservation Channels do not include group business and room nights booked directly at the property or through our regional or national sales offices.

Table 19-4 Owned Hotel Contribution Percentages

The table below shows the percentage of consumed room nights booked at the Owned Hotels through each of the Reservation Channels for the 2025 calendar year:

Reservation Channel	2025 Contribution
esa.com	31.8%
Call Center	29.5%
OTA	18.5%
Property Direct	17.8%
GDS	2.0%
Opaque	0.4%

Table 19-5 Franchised Hotel Contribution Percentages

The table below shows the percentage of consumed room nights booked at the Franchised Hotels through each of the Reservation Channels for the 2025 calendar year:

Reservation Channel	2025 Contribution
Property Direct	34.3%
esa.com	29.1%
Call Center	19.4%
OTA	15.6%
GDS	1.3%
Opaque	0.4%

Table 19-6 Brand Hotel Contribution Percentages

The table below shows the percentage of consumed room nights booked at the Brand Hotels through each of the Reservation Channels for the 2025 calendar year:

Reservation Channel	2025 Contribution
esa.com	31.2%
Call Center	27.3%
Property Direct	21.5%
OTA	17.8%
GDS	1.8%
Opaque	0.4%

C. Statement of Length of Stay Information

Because our System focuses on extended stay business (which typically is associated with a lower ADR but lower operating costs), Length of Stay[6] is an important performance metric. We calculate Length of Stay by measuring the number of consecutive consumed room nights a guest stays at a Brand Hotel.

Table 19-7 Owned Hotels Length of Stay

The table below shows the Length of Stay information as a percentage of consumed room nights booked at the Owned Hotels for the 2025 calendar year:

Consumed Room Nights	Percentage of Consumed Room Nights
0 – 6 Nights	21.9%
7 – 29 Nights	20.1%
30+ Nights	58.0%

Table 19-8 Franchised Hotels Length of Stay

The table below shows the Length of Stay information as a percentage of consumed room nights booked at the Franchised Hotels for the 2025 calendar year:

Consumed Room Nights	Percentage of Consumed Room Nights
0 – 6 Nights	20.6%
7 – 29 Nights	18.2%
30+ Nights	61.2%

Table 19-9 Brand Hotels Length of Stay

The table below shows the Length of Stay information as a percentage of consumed room nights booked at the Brand Hotels for the 2025 calendar year:

Consumed Room Nights	Percentage of Consumed Room Nights
0 – 6 Nights	21.6%
7 – 29 Nights	19.7%
30+ Nights	58.7%

D. Statement of Percentage of Business-to-Business ("B2B") Revenue Derived from 7+ Night Length of Stay Bookings

We have an experienced national sales team that generates revenue for our Owned and Franchised Hotels by targeting corporate and project-based B2B bookings. Because our System focuses on extended stay

business, our national sales team's goal is to book 7+ night Length of Stays. We calculate Length of Stay by measuring the number of consecutive consumed nights a guest stays at a Brand Hotel.

Table 19-10 Owned Hotels Percentage of B2B Revenue Derived from 7+ Night Length of Stays

The table below shows the average percentage of Owned Hotel B2B revenue that was derived from Length of Stays of 7 nights and greater for the 2025 calendar year:

	Average	Owned Hotels at/exceeding average		Median
	2025 (304 hotels)	% of total	Number	
B2B Sales (7+ Revenue %)	91.6%	58%	176	92.5%

Table 19-11 Franchised Hotels Percentage of B2B Revenue Derived from 7+ Night Length of Stays

The table below shows the average percentage of Franchised Hotel B2B revenue that was derived from Length of Stays of 7 nights and greater for the 2025 calendar year:

	Average	Franchised Hotels at/exceeding average		Median
	2025 (97 hotels)	% of total	Number	
B2B Sales (7+ Revenue %)	93.0%	59%	57	94.0%

Table 19-12 Brand Hotels Percentage of B2B Revenue Derived from 7+ Night Length of Stays

The table below shows the average percentage of Brand Hotel B2B revenue that was derived from Length of Stays of 7 nights and greater for the 2025 calendar year:

	Average	Brand Hotels at/exceeding average		Median
	2025 (401 hotels)	% of total	Number	
B2B Sales (7+ Revenue %)	91.9%	58%	231	92.9%

The following Notes will clarify the information presented above.

NOTE 1: "Occupancy" means the total number of rooms sold in a given period divided by the total number of rooms available during that period.

NOTE 2: "ADR" means hotel room revenues divided by total number of rooms sold in a given period.

NOTE 3: "RevPAR" means the product of average daily room rate charged times the average daily occupancy achieved for a hotel or group of hotels in a given period. RevPAR does not include ancillary revenues, such as food and beverage revenues, or parking, pet, telephone or other guest service revenues.

NOTE 4: "EsOcc" means the total number of rooms occupied by guests staying seven or more consecutive nights in a given period divided by the total number of rooms available during the period.

NOTE 5: Includes calls to property forwarded to and booked by the Call Center.

NOTE 6: "Length of Stay" means total number of consumed room nights for a guest stay.

The percentages in the tables above were rounded to the nearest tenth and the dollar amounts were rounded to the nearest cent.

Some Hotels have sold and earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than as set forth above, we do not make any representations about a franchisee's future financial performance or the past performance of our hotels. 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 hotel, however, we may provide you with the actual records of that hotel. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting the General Counsel at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277 telephone (980) 345-1600, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Hotel Summary
For Years 2023 to 2025

(Column 1) **Hotel Type**	(Column 2) **Year**	(Column 3) **Hotels at the Start of the Year**	(Column 4) **Hotels at the End of the Year**	(Column 5) **Net Change**
Franchised	2023	93	104[1]	+11
	2024	104	107	+3
	2025	107	120	+13
Company-Owned	2023	550	444[2]	-106
	2024	444	339[3]	-105
	2025	339	307[4]	-32
Total Hotels	**2023**	**643**	**548**	**-95**
	2024	**548**	**446**	**-102**
	2025	**446**	**427**	**-19**

[1]2 of these hotels were converted during the year from our EXTENDED STAY AMERICA brand to our EXTENDED STAY AMERICA PREMIER SUITES brand.
[2]43 of these hotels were converted during the year from our EXTENDED STAY AMERICA SUITES brand to our EXTENDED STAY AMERICA SELECT SUITES brand and 6 of these hotels were converted during the year from our EXTENDED STAY AMERICA SUITES brand to our EXTENDED STAY AMERICA PREMIER SUITES brand.
[3]80 of these hotels were converted during the year from our EXTENDED STAY AMERICA SUITES brand to our EXTENDED STAY AMERICA SELECT SUITES brand and 2 of these hotels were converted during the year from our EXTENDED STAY AMERICA SELECT SUITES brand to our EXTENDED STAY AMERICA SUITES brand.
[4]5 of these hotels were converted during the year from our EXTENDED STAY AMERICA SUITES brand to our EXTENDED STAY AMERICA SELECT SUITES brand and 2 of these hotels were converted during the year from our EXTENDED STAY AMERICA SELECT SUITES brand to our EXTENDED STAY AMERICA SUITES brand.

Table No. 2
Transfers of Franchised Hotels to New Owners (Other than the Franchisor)
For Years 2023 to 2025

(Column 1) **State**[1]	(Column 2) **Year**	(Column 3) **Number of Transfers**
Arizona	2023	0
	2024	0
	2025	1

Illinois	2023	1
	2024	0
	2025	0
Kansas	2023	0
	2024	0
	2025	1
Kentucky	2023	0
	2024	0
	2025	2
Louisiana	2023	0
	2024	0
	2025	1
Missouri	2023	0
	2024	0
	2025	1
New Mexico	2023	0
	2024	0
	2025	3
Ohio	2023	4
	2024	1
	2025	2
Oklahoma	2023	0
	2024	1
	2025	6
Tennessee	2023	0
	2024	0
	2025	1
Texas	2023	2
	2024	7
	2025	3
Total	**2023**	**7**
	2024	**9**
	2025	**21**

[1] All numbers are as of December 31 of the applicable year.

Table No. 3
Status of Franchised Hotels
For Years 2023 to 2025[1]

(Col. 1) **State[2]**	(Col. 2) **Year**	(Col. 3) **Hotels at Start of Year**	(Col. 4) **Hotels Opened**	(Col. 5) **Terminations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations for Other Reasons**	(Col. 9) **Hotels at End of Year**
Alabama	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	2	0	0	0	0	3

(Col. 1) **State**[2]	(Col. 2) **Year**	(Col. 3) **Hotels at Start of Year**	(Col. 4) **Hotels Opened**	(Col. 5) **Terminations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations for Other Reasons**	(Col. 9) **Hotels at End of Year**
Alaska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	2	0
Arizona	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
California	2023	1	3	0	0	0	1	3
	2024	3	0	0	0	0	3	0
	2025	0	1	0	0	0	0	1
Colorado	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Georgia	2023	5	1	0	0	0	1	5
	2024	5	0	0	0	0	2	3
	2025	3	0	0	0	0	0	3
Illinois	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	1	4
	2025	4	0	0	0	0	0	4
Indiana	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	1	5
Kansas	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Louisiana	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1

(Col. 1) **State**[2]	(Col. 2) **Year**	(Col. 3) **Hotels at Start of Year**	(Col. 4) **Hotels Opened**	(Col. 5) **Terminations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations for Other Reasons**	(Col. 9) **Hotels at End of Year**
Missouri	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	1	4
Nebraska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Mexico	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New York	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	1	2
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	14	0	0	0	0	1	13
	2024	13	0	0	0	0	0	13
	2025	13	4	0	0	0	0	17
Oklahoma	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	1	7
	2025	7	0	0	0	0	1	6
Pennsylvania	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	2	0	0	0	0	4
South Carolina	2023	0	4	0	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	0	0	0	3
Tennessee	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Texas	2023	29	3	0	0	0	3	29
	2024	29	5	0	0	0	2	32
	2025	32	8	1	0	0	2	37
Virginia	2023	5	1	0	0	0	1	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5

(Col. 1) **State**[2]	(Col. 2) **Year**	(Col. 3) **Hotels at Start of Year**	(Col. 4) **Hotels Opened**	(Col. 5) **Terminations**	(Col. 6) **Non-Renewals**	(Col. 7) **Reacquired by Franchisor**	(Col. 8) **Ceased Operations for Other Reasons**	(Col. 9) **Hotels at End of Year**
Total	**2023**	**93**	**18**	**0**	**0**	**0**	**7**[3]	**104**
	2024	**104**	**13**	**0**	**0**	**0**	**10**[4]	**107**
	2025	**107**	**23**	**1**	**0**	**0**	**9**[5]	**120**

[1] All numbers are as of December 31 of the applicable year.
[2] States not listed had no activity during the years indicated.
[3]Two of these hotels were converted during the year to our EXTENDED STAY AMERICA PREMIER SUITES brand (1 in California and 1 in Virginia).
[4]One hotel both opened and closed as a franchised hotel in 2024. It was purchased from our affiliate in August 2024 and voluntarily ceased operations in December 2024.
[5]Two hotels both opened and closed as franchised hotels in 2025. They were purchased from our affiliate in February 2025 and voluntarily ceased operations in October 2025.

Table No. 4(a)
Status of Company-Owned Hotels
For Years 2023 to 2025[1]

(Col. 1) State[2]	**(Col. 2) Year**	**(Col. 3) Hotels at Start of Year**	**(Col. 4) Hotels Opened**	**(Col. 5) Hotels Reacquired From Franchisees**	**(Col. 6) Hotels Closed**[3]	**(Col. 7) Hotels Sold to Franchisees**[4]	**(Col. 8) Hotels at End of Year**
Alabama	2023	7	0	0	4	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	1	2	0
Alaska	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	0	0	2	2	0
Arizona	2023	13	0	0	0	0	13
	2024	13	0	0	4	0	9
	2025	9	0	0	0	0	9
Arkansas	2023	3	0	0	3	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
California	2023	77	0	0	1	3	73
	2024	73	0	0	4	0	69
	2025	69	0	0	2	1	66
Colorado	2023	13	0	0	3	1	9
	2024	9	0	0	2	0	7
	2025	7	0	0	1	0	6

(Col. 1) State[2]	(Col. 2) Year	(Col. 3) Hotels at Start of Year	(Col. 4) Hotels Opened	(Col. 5) Hotels Reacquired From Franchisees	(Col. 6) Hotels Closed[3]	(Col. 7) Hotels Sold to Franchisees[4]	(Col. 8) Hotels at End of Year
Connecticut	2023	5	0	0	0	0	5
	2024	5	0	0	1	0	4
	2025	4	0	0	0	0	4
Delaware	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Florida	2023	55	0	0	9	0	46
	2024	46	0	0	16	0	30
	2025	30	1	0	2	1	28
Georgia	2023	22	0	0	4	0	18
	2024	18	0	0	10	0	8
	2025	8	0	0	0	0	8
Idaho	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Illinois	2023	30	0	0	11	0	19
	2024	19	0	0	5	0	14
	2025	14	0	0	0	0	14
Indiana	2023	7	0	0	1	0	6
	2024	6	0	0	1	0	5
	2025	5	0	0	0	0	5
Iowa	2023	2	0	0	0	0	2
	2024	2	0	0	2	0	0
	2025	0	0	0	0	0	0
Kentucky	2023	6	0	0	1	0	5
	2024	5	0	0	1	1	3
	2025	3	0	0	0	0	3
Louisiana	2023	5	0	0	1	0	4
	2024	4	0	0	2	0	2
	2025	2	0	0	0	0	2
Maine	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Maryland	2023	19	0	0	6	0	13
	2024	13	2	0	1	0	14
	2025	14	0	0	0	0	14
Massachusetts	2023	13	0	0	0	0	13
	2024	13	0	0	0	0	13
	2025	13	0	0	0	0	13
Michigan	2023	19	0	0	6	0	13

(Col. 1) State[2]	(Col. 2) Year	(Col. 3) Hotels at Start of Year	(Col. 4) Hotels Opened	(Col. 5) Hotels Reacquired From Franchisees	(Col. 6) Hotels Closed[3]	(Col. 7) Hotels Sold to Franchisees[4]	(Col. 8) Hotels at End of Year
	2024	13	0	0	4	3	6
	2025	6	0	0	1	1	4
Minnesota	2023	13	0	0	3	0	10
	2024	10	0	0	1	1	8
	2025	8	0	0	0	0	8
Mississippi	2023	3	0	0	1	0	2
	2024	2	0	0	0	1	1
	2025	1	0	0	0	0	1
Missouri	2023	8	0	0	2	0	6
	2024	6	0	0	4	0	2
	2025	2	0	0	0	0	2
Montana	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Nevada	2023	4	0	0	0	0	4
	2024	4	0	0	3	0	1
	2025	1	0	0	0	0	1
New Hampshire	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
New Jersey	2023	18	0	0	0	0	18
	2024	18	0	0	0	0	18
	2025	18	0	0	0	0	18
New York	2023	11	0	0	0	0	11
	2024	11	0	0	1	0	10
	2025	10	0	0	0	0	10
North Carolina	2023	30	0	0	13	1	16
	2024	16	0	0	4	1	11
	2025	11	0	0	1	1	9
Ohio	2023	14	0	0	3	0	11
	2024	11	0	0	2	0	9
	2025	9	0	0	1	4	4
Oregon	2023	6	0	0	1	0	5
	2024	5	0	0	0	0	5
	2025	5	0	0	0	0	5
Pennsylvania	2023	17	0	0	1	1	15
	2024	15	0	0	1	0	14
	2025	14	0	0	1	2	11
Rhode Island	2023	4	0	0	0	0	4
	2024	4	0	0	1	0	3

(Col. 1) State[2]	(Col. 2) Year	(Col. 3) Hotels at Start of Year	(Col. 4) Hotels Opened	(Col. 5) Hotels Reacquired From Franchisees	(Col. 6) Hotels Closed[3]	(Col. 7) Hotels Sold to Franchisees[4]	(Col. 8) Hotels at End of Year
	2025	3	0	0	0	0	3
South Carolina	2023	11	0	0	0	4	7
	2024	7	0	0	5	0	2
	2025	2	2	0	0	0	4
Tennessee	2023	16	0	0	7	2	7
	2024	7	0	0	1	0	6
	2025	6	0	0	0	1	5
Texas	2023	33	0	0	7	3	23
	2024	23	0	0	6	5	12
	2025	12	0	0	1	7	4
Utah	2023	4	0	0	0	0	4
	2024	4	0	0	2	0	2
	2025	2	0	0	0	0	2
Virginia	2023	30	0	0	3	0	27
	2024	27	0	0	7	0	20
	2025	20	0	0	0	0	20
Washington	2023	15	0	0	0	0	15
	2024	15	0	0	0	0	15
	2025	15	0	0	0	0	15
Wisconsin	2023	6	0	0	0	0	6
	2024	6	0	0	4	0	2
	2025	2	0	0	0	0	2
Total	**2023**	**550**	**0**	**0**	**91[5]**	**15**	**444**
	2024	**444**	**2[6]**	**0**	**95[7]**	**12[8]**	**339**
	2025	**339**	**3[9]**	**0**	**13[10]**	**22**	**307**

[1] All numbers are as of December 31 of the applicable year.

[2] States not listed had no activity during the years indicated.

[3]As of March 24, 2026, our affiliate has sold 20 hotels (3 in California, 1 in Florida, 2 in Maryland, 2 in Minnesota, 1 in Mississippi, 5 in New York, 1 in Ohio, 1 in Pennsylvania, 1 in Tennessee, 1 in Virginia, 1 in Washington and 1 in Wisconsin) and solicited offers from third parties and/or is under contract for third parties to purchase 41 hotels that will likely be de-branded and exit the System (11 in California, 1 in Colorado, 1 in Idaho, 7 in Illinois, 2 in Indiana, 1 in Louisiana, 2 in Maryland, 4 in Minnesota, 1 in Montana, 2 in New Jersey, 1 in Nevada, 1 in Oregon, 3 in Pennsylvania, 1 in Tennessee, and 3 in Virginia). Although not certain, we expect these transactions to be completed in 2026.

[4]As of March 17, 2026, our affiliate has sold 3 hotels (2 in Minnesota and 1 in Virginia) to franchisees in 2026. Our affiliate is soliciting offers from franchisees and/or is under contract for franchisees to purchase 12 hotels (5 in Florida, 3 in Georgia, 1 in Indiana, 1 in Kentucky, 1 in North Carolina, and 1 in Tennessee). Although not certain, we expect these transactions to be completed in 2026.

[5]This number includes 43 hotels rebranded to our EXTENDED STAY AMERICA SELECT SUITES brand (1 in Alabama, 1 in Arkansas, 3 in Colorado, 3 in Florida, 3 in Georgia, 9 in Illinois, 1 in Indiana, 4 in Maryland, 3 in Michigan, 2 in Missouri, 5 in North Carolina, 1 in Pennsylvania, 2 in Tennessee, 2 in Texas, and 3 in Virginia), 6 hotels rebranded to our EXTENDED STAY AMERICA PREMIER SUITES brand (1 in California and 5 in Florida) and 42 hotels sold (3 in Alabama, 2 in Arkansas, 1 in Florida, 1 in Georgia, 2 in Illinois, 1 in Kentucky, 1 in Louisiana, 2 in Maryland, 3 in Michigan, 3 in Minnesota, 1 in Mississippi, 8 in North Carolina, 3 in Ohio, 1 in Oregon, 5 in Tennessee, and 5 in Texas).

[6]This number includes 2 hotels rebranded from our EXTENDED STAY AMERICA SELECT SUITES brand.

[7]This number includes 80 hotels rebranded to our EXTENDED STAY AMERICA SELECT SUITES brand (4 in Arizona, 2 in Colorado, 1 in Connecticut, 16 in Florida, 10 in Georgia, 5 in Illinois, 1 in Indiana, 2 in Iowa, 1 in Kentucky, 2 in Louisiana, 1 in Maryland, 3 in Michigan, 4 in Missouri, 3 in North Carolina, 1 in Ohio, 1 in Pennsylvania, 1 in Rhode Island, 5 in South Carolina, 1 in Tennessee, 6 in Texas, 2 in Utah, 4 in Virginia, and 4 in Wisconsin) and 15 hotels sold (4 in California, 1 in Michigan, 1 in Minnesota, 1 in North Carolina, 3 in Nevada, 1 in New York, 1 in Ohio, and 3 in Virginia).

[8]This number includes 2 hotels sold to franchisees to be operated under our EXTENDED STAY AMERICA SELECT SUITES brand (1 in Michigan and 1 in Mississippi).

[9]This number includes 2 hotels rebranded from our EXTENDED STAY AMERICA SELECT SUITES brand.

[10]This number includes 5 hotels rebranded to our EXTENDED STAY AMERICA SELECT SUITES brand (1 in Colorado, 2 in Florida, 1 in North Carolina, and 1 in Texas) and 8 hotels sold (1 in Alabama, 2 in Alaska, 2 in California, 1 in Michigan, 1 in Ohio, and 1 in Pennsylvania).

Table No. 5
Projected Openings as of December 31, 2025

(Column 1) **State**[1]	(Column 2) **Franchise Agreements Signed But Hotel Not Opened as of December 31, 2025**	(Column 3) **Projected New Franchised Hotels In The Next Fiscal Year**	(Column 4) **Projected New Company-Owned Hotels In the Next Fiscal Year**
Tennessee	1	1	0
Texas	0	1	0
Total	**1**	**2**	**0**

[1] States not listed have no projected openings for the time period indicated.

* * *

Exhibit E lists the names, addresses and telephone numbers of all EXTENDED STAY AMERICA SUITES franchisees as of December 31, 2025.

Exhibit F lists the names, addresses and telephone numbers of all EXTENDED STAY AMERICA SUITES franchisees that had an outlet transferred, terminated, canceled, not renewed or who otherwise voluntarily

or involuntarily ceased to do business under a franchise agreement during our most recently completed fiscal year or has not communicated with us 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.

Confidentiality Agreement

During the last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees that would restrict them from speaking openly with you about their experience with us.

Trademark-Specific Franchise Organization

We do not have any trademark specific franchisee organization.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D are our audited financial statements for fiscal years ended December 31, 2023, 2024 and 2025.

ITEM 22
CONTRACTS

The following agreements and other required exhibits are attached to this Disclosure Document in the pages immediately following:

Exhibit A.	-	Franchise Agreement
Exhibit B.	-	Development Agreement
Exhibit C.	-	Hotel Technology Agreement
Exhibit J.	-	Franchisee Guaranty
Exhibit K.	-	Form of General Release
Exhibit L.	-	Form of Asset Purchase Agreement
Exhibit M.	-	Form of Sales Team Area Representative Program Participation Agreement
Exhibit N.	-	Form of National Account Participation Agreement

ITEM 23
RECEIPT

This Disclosure Document contains two copies of a detachable receipt. Please sign and date both receipts and return one of them to us at: Franchise Development, ESH Strategies Franchise, LLC, 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277, or email to franchise@esa.com.

EXHIBIT A

FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

[ENTER SITE ADDRESS]

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FRANCHISE AGREEMENT

This Franchise Agreement (the "**Agreement**") is entered into between [Franchisee name] ("**Franchisee**") and ESH Strategies Franchise LLC ("**Franchisor**") as of [Month, Day], 20___ ("**Effective Date**").

RECITALS

A. Franchisor and Franchisor's Affiliates own and operate the System.

B. Franchisee has requested a license from Franchisor to operate the Hotel as a Brand Hotel at the Site under the Brand.

C. Franchisor is willing to grant Franchisee the license contained herein subject to the terms of this Agreement.

D. Capitalized terms that are not defined in the body of this Agreement are defined in Exhibit B hereto.

NOW, THEREFORE, in consideration of the foregoing, the promises, representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

Franchisor hereby grants to Franchisee and Franchisee hereby accepts a limited and non-exclusive license to use the Marks and the System during the Term to build or convert, and operate the Hotel as a Brand Hotel at the approved Site in accordance with the terms of this Agreement. High standards established by Franchisor are the essence of the System. Franchisee acknowledges that Franchisor's rights to use and/or license the System pre-date this Agreement and are not limited or changed by the terms of this Agreement. Franchisee agrees that by acknowledging those rights, the parties do not intend to make Franchisor's exercise of such rights subject to rules applicable to contractual performance or the exercise of contractual discretion under this Agreement.

Franchisee's territory, if any, is set forth in Exhibit E (the **"Territory"**). If there is no territory set forth in Exhibit E, Franchisee shall have no territory nor any territorial protection regardless of anything else set forth in this Agreement. During the Term, and provided Franchisee is not in default under this Agreement or any Other Agreement, Franchisor will not itself, and will not authorize any other party to, open to the public for business any Brand Hotel physically located within the Territory. The Territory fairly represents the Site's trading area, and Franchisee acknowledges that there are no express or implied territorial rights or agreements between the parties except as stated in this Section 1. Franchisee irrevocably waives any right to seek or obtain the benefits of any policy Franchisor now follows or may in the future follow to notify Franchisee about proposed Brand Hotels or Network Hotels in the general area of the Site, solicit information about the effect of the proposed Brand Hotel on the revenue or occupancy of the Site or decide whether to add the proposed Brand Hotel to the System based on the potential effect of the proposed Brand Hotel on the Site or its performance.

Franchisor and Franchisee acknowledge that, unless they sign and deliver to each other the Right of First Offer, the terms of the Right of First Offer and Exhibit F shall not apply to the Hotel or Franchisee.

1.1 Reservation of Rights. Notwithstanding anything set forth in this Agreement, without any restriction or obligation to Franchisee:

1.1.1 Franchisor and/or its Affiliates may themselves, and otherwise allow any third party to, open to the public for business **(i)** Brand Hotels outside the Territory; **(ii)** Network Hotels that operate under brands different from the Brand at any location, inside or outside the Territory, and, in either event, regardless of the impact on Brand Hotels in the Territory; and/or **(iii)** non-Network Hotels that Franchisor and/or its Affiliates may operate at any location inside or outside the Territory, in either event regardless of the impact on Brand Hotels in the Territory.

1.1.2 Franchisor and/or its Affiliates may conduct development activities which include owning, acquiring, leasing, constructing or renovating a Brand Hotel inside the Territory during the Term and may also franchise, license or otherwise permit third parties to do the same; provided, however, the Brand Hotel may not be opened during the Term.

1.1.3 Franchisor and/or its Affiliates may market and advertise for Brand Hotels or Network Hotels inside or outside the Territory.

1.1.4 Franchisor and/or its Affiliates reserves the right (i) to acquire or be acquired by (whether through purchase, sale, merger, consolidation, or other transaction) another chain, franchise system, group or portfolio of hotels, and/or (ii) to operate or manage another chain, franchise system, group or portfolio of hotels (each, a "Chain Acquisition").

1.2 Existing Hotels. The territorial protection set forth in this Section 1 to the Agreement does not apply to any Brand Hotels operating in Franchisee's Territory as of the effective date of the Agreement, which Franchisor may renew, relicense, allow to expand, or replace, in its sole discretion. Additionally, Franchisor and/or Franchisor's Affiliates may at any time remove from the System one or more Brand Hotels located in the Territory as of the Effective Date of the Agreement and replace the removed Brand Hotel with a new Brand Hotel.

1.3 Other Business Interests. Franchisee acknowledges that Franchisor and its Affiliates have and may have business interests other than the operation of the Brand and that they, in their sole discretion, may identify, define, and act upon such interests in the manner they deem appropriate. Franchisee further acknowledges that business decisions made by Franchisor and its Affiliates may impact Franchisee and agrees that Franchisor and its Affiliates have no express obligation or implied duty to protect Franchisee from the consequences of such business decisions and expressly waives any right to assert any Claim against Franchisor or its affiliates based on the existence, actual or arguable, of any such obligation or duty, including Claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty. The covenants in this Section are mutually dependent; if Franchisee breaches this Section, Franchisee's Territory will be the Site only.

1.4 National Accounts. Without limiting Section 1.1, Franchisor may establish Standards governing the marketing, solicitation, sale and provision of services to National Accounts. Franchisor and its Affiliates reserve the exclusive right to solicit, enter into, and administer national and/or regional contracts with National Accounts. Franchisee may not solicit National Accounts, regardless of where their offices, facilities, services, or operations may be situated without Franchisor's prior written consent. Franchisee will have no right to negotiate a national or regional agreement with National Accounts unless Franchisor expressly requests Franchisee do so in writing. Franchisor may in its sole and absolute discretion offer Franchisee the opportunity to service the National Accounts at the Hotel for so long as Franchisee remains in good standing and in compliance with all of its obligations under this Agreement, including the

Standards. Franchisee may service the National Accounts at the Hotel only if Franchisee agrees to participate in the program Franchisor has established with the National Accounts, including (i) the execution of a National Account Participation Agreement, if Franchisor requests; (ii) acceptance of the compensation offered to Franchisee; and (iii) compliance with the policies Franchisor establishes related to such National Accounts. Franchisee may not attempt to arrange any different terms or collect any additional fees other than those which Franchisor or its Affiliates have negotiated. Franchisee must comply with all material terms of the National Account contract with respect to any National Account that it services. If Franchisee does not participate in the National Account program, or if Franchisee fails to comply with the terms of this Agreement, the National Account Participation Agreement, or other terms related to any National Account program that it services, or otherwise fails to meet any Standards including with respect to any National Account that it services, Franchisor may in addition to all other available remedies, refuse to permit Franchisee to service or continue to service any or all National Accounts and may divert such National Account Guests to hotels operated by Franchisor's Affiliates or other franchisees without compensation to Franchisee. Franchisor may provide a centralized billing system and/or other systems related to the administration or payments from National Accounts, and Franchisor may charge Franchisee an administrative fee, which shall not exceed 5% of the Gross Room Revenue earned by Franchisee resulting from National Accounts bookings to cover Franchisor's costs for administering the centralized processing. The administrative fee will only be charged when Franchisor receives payment from the National Account and will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement with respect to National Accounts, including Royalty Fees and System Service Fees. If Franchisor provides centralized billing for any or all of the National Accounts, payment for services provided for a National Account will be contingent on Franchisor receiving payment from the National Account. Franchisor does not guarantee payment by the National Accounts. Franchisor may deduct from Franchisor's payments due to Franchisee any amounts Franchisee owes to Franchisor or its Affiliates.

2. TERM

The Term of this Agreement is set forth in Item 7 of Exhibit A. This Agreement expires, without notice from the Franchisor, at midnight Hotel-time on the last day of the Term. Franchisee acknowledges and agrees that it does not have any right to renew or extend the Term of this Agreement.

3. FEES

3.1 Initial Franchise Fee. Franchisee has paid Franchisor the initial franchise fee set forth in Item 8 of Exhibit A (the "**Initial Franchise Fee**"). The Initial Franchise Fee is duly earned when received by Franchisor and is non-refundable under any circumstances.

3.2 Royalty Fee. Franchisee will pay Franchisor a continuing royalty fee set forth in Item 9 of Exhibit A (the "**Royalty Fee**").

3.3 System Services Fee. Franchisee will pay Franchisor the system services fee set forth in Item 10 of Exhibit A (the "**System Services Fee**"). Unless otherwise set forth in this Agreement, Franchisor may use the System Services Fee to pay for some of the services that Franchisor provides to Brand Hotels as Franchisor determines from time to time in Franchisor's sole discretion, which may include: **(i)** advertising, promotion, publicity, public relations, and other marketing programs; **(ii)** developing and maintaining the Website; **(iii)** developing and maintaining the Reservation Service systems and support; **(iv)** quality assurance programs; **(v)** national sales; **(vi)** revenue management systems and support; **(vii)** information systems development, deployment, and support; **(viii)** training; **(ix)** market research and product development; **(x)** franchisee support programs; **(xi)** costs and overhead related to the administration or direction of these projects and programs; and **(xii)** any other programs that Franchisor, in its sole

discretion, determines will benefit the System and Network. Franchisor may create any programs and allocate monies derived from the System Services Fee to any brands, regions or localities. The System Services Fee does not cover Franchisee's costs for operating the Hotel in accordance with the Standards or for participating in programs (whether mandatory or optional) that Franchisor offers or requires and does not choose to fund through the System Services Fee, whether or not included in the foregoing list. Costs that Franchisee incurs in the foregoing actions, or in its own marketing activities, do not constitute payment of the System Services Fee. The System Services Fee also may not cover and Franchisee may be required to pay or reimburse Franchisor or third parties for additional fees, such as commissions, fees, and other amounts payable to travel agents and other persons for certain reservation, marketing, payment and facilitation services plus a service fee, or commission, fees, and other amounts payable for reservations originated or processed through a global distribution system, Travel Service Channels and networks (including national accounts), and fees for additional services and programs, including payment processing programs. System Services Fees are not intended to benefit any specific market or hotel and Franchisor has no obligation to ensure that Franchisee, the Hotel, the Brand or any other particular Network Hotel or brand benefits directly or proportionately from System Services Fees paid or expenditures made from amounts collected. Franchisor and its Affiliates will not hold the System Services Fee as a trustee or as a trust fund and will have no fiduciary duty to Franchisee or the Brand with respect to the System Services Fee. Franchisor may commingle the System Services Fee with Franchisor's other revenues and with the revenues of Franchisor's Affiliates and use the System Services Fee to pay all costs, including administrative costs, salaries and overhead, and collection and accounting costs, incurred by Franchisor or its Affiliates for the Network. Franchisor is not obligated to expend funds in excess of the amounts received from System Services Fees for Brand Hotels.

3.4 Timing of Payments and Performance of Services. The Royalty Fee and the System Services Fee are payable monthly by the fifteenth (15th) calendar day of the following month or such other schedule as Franchisor may require in its sole discretion. At Franchisor's election, Franchisor may require Franchisee to pay fees by electronic funds transfer/direct debit of account or other similar method. Franchisee acknowledges and agrees that Franchisee will not withhold or offset any amounts due against any other amounts due under this Agreement.

3.5 Interest on Late Payments. If any payment by Franchisee under this Agreement is not received by its due date, such payment will be overdue and will constitute a breach, and Franchisor may require Franchisee to pay interest on the overdue amount at the rate of one and one-half percent (1.5%) per month (or, if less, the maximum interest permitted by Law) from the date such overdue amount was due until paid. Franchisor's right to receive interest is in addition to any other remedies it may have.

3.6 Taxes.

3.6.1 Franchisee must promptly pay when due all Taxes levied or assessed by any tax authority relating to Franchisee, the Hotel, this Agreement, and any Other Agreement(s) in connection with operating the Hotel, and file when due all governmental returns, notices and other filings in connection therewith. Franchisee will pay Franchisor when due Taxes that are assessed against Franchisor on the Systems Services Fees, Royalty Fees, and other fees, charges and reimbursements paid by Franchisee to Franchisor and its Affiliates that are imposed by the jurisdictions where the Hotel is located, but not including any income tax, franchise or other similar tax for the privilege of doing business by Franchisor in Franchisee's State.

3.6.2 Franchisee may not deduct or withhold present or future Taxes from any payment to Franchisor. If any Law requires Franchisee to deduct or withhold Taxes directly from a payment to

Franchisor, Franchisee must deduct or withhold the required amount, timely pay the full amount deducted or withheld to the relevant Government Entity in accordance with such Law, and provide Franchisor with proof of payment. Franchisee must increase the amount Franchisee pays Franchisor so that the net amount Franchisor receives after the deduction or withholding equals the full amount originally invoiced or otherwise payable. If the Law does not impose an obligation on Franchisee to deduct or withhold Taxes directly from any payment to Franchisor, but requires Franchisor to pay such Taxes, then Franchisee must pay Franchisor, within fifteen (15) days after Franchisor requires, the full amount of the Taxes paid or payable by Franchisor so that the net amount Franchisor retains after payment of the Taxes (other than Taxes assessed on Franchisor's net income) equals the full amount originally invoiced or otherwise payable.

3.7 **Other Fees**. Franchisee shall pay to Franchisor such other fees that are set forth in other sections of this Agreement, the Brand Standards, or otherwise imposed. Such fees shall be due as set forth in Section 3.4 of this Agreement, unless different payment terms are expressly stated for such fees at the time they are imposed or thereafter.

4. DEVELOPMENT AND OPENING

4.1 Required Consents.

4.1.1 Franchisee shall not commence any Hotel Work until the Franchisor has issued its written consent in Franchisor's sole discretion with respect to Plans and Designs as set forth in the Standards and with respect to Franchisee's architect that prepares the Plans and Designs.

4.1.2 Before Franchisor can approve Franchisee's Plans and Designs, Franchisee's architect or other certified professional must certify to Franchisor that the Plans and Designs comply with all Laws related to accessibility and accommodations and facilities for those with disabilities. Franchisee is solely responsible for ensuring that the Plans and Designs comply with all of the Standards, and all applicable Laws, codes, and/or other state of locally adopted building, zoning, and local design regulations.

4.1.3 After Franchisor provides its written consent to the Plans and Designs, no change may be made to the Plans and Designs without Franchisor's further prior written consent in Franchisor's sole discretion. Franchisor's consent to the Plans and Designs or any modifications or changes to them does not constitute a legal review, guaranty or warranty as to suitability of the Plans and Designs or to the resulting Hotel Work.

4.2 **Initial Construction or Renovation.** Franchisee must start and complete the initial construction or renovation of the Hotel, as applicable, in accordance with the approved Plans and Designs, and the Standards. Franchisee will bear the entire cost of developing, constructing, and renovating the Hotel, as applicable, including professional services, financing, insurance, licensing, contractors, permits, and FF&E. Franchisee must obtain Franchisor's prior written consent in Franchisor's sole discretion for any material deviation from the Plans and Designs and the Standards in construction, renovation, equipment, and furnishing of the Hotel. In addition to the requirements in Section 4.1, prior to commencing construction or renovation, as applicable, Franchisee must: **(i)** submit to Franchisor evidence of insurance required by the Standards, **(ii)** submit to Franchisor evidence that Franchisee is entitled to possession of the Site; and **(iii)** obtain any and all approvals, permits, or licenses required for construction or renovation, as applicable, to begin.

4.3 Commencement and Completion of Hotel Work.

4.3.1 Franchisee will commence the Hotel Work on or before the Construction Commencement Date or Renovation Commencement Date specified on Items 11 and 12 on Exhibit A, or

in the case of renovation during the Term, as mutually agreed by Franchisor and Franchisee. In that regard, Franchisee must provide to Franchisor such evidence as Franchisor may require showing that the Construction Work or Renovation Work has commenced.

4.3.2 The 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 not later than the Construction Work Completion Date or Renovation Work Completion Date specified in Items 13 and 14 on Exhibit A.

4.3.3 If Franchisee is otherwise in compliance with Franchisee's obligations under this Agreement, the Construction Commencement Date, Renovation Commencement Date, Construction Work Completion Date, and Renovation Work Completion Date specified in Items 11, 12, 13, or 14 Exhibit A may be automatically extended by ninety (90) days on a rolling basis, unless Franchisor in its sole discretion provides at least thirty (30) days' notice to Franchisee that these automatic extensions of the applicable deadline no longer apply. Franchisee must obtain Franchisor's approval in its sole discretion for any further extension of the applicable deadline after receipt of Franchisor's notice. Franchisor may in its sole discretion grant or deny its approval or condition its approval of Franchisee's extension request, including on: **(a)** Franchisee's payment of Franchisor's then-current extension fee, if any; **(b)** Franchisee's prompt submission of a written status report on the project, including such information as Franchisor may require; and **(c)** any other conditions Franchisor considers appropriate under the circumstances.

4.3.4 Franchisor will perform up to three (3) construction site visits to the Hotel during various stages of construction, as determined by Franchisor: pre-drywall, post-millwork install and pre-FF&E install, and the Pre-Opening Inspection, or up to three (3) renovation site visits to the Hotel during renovation depending on the scope of the project. Franchisee must pay Franchisor's then-current site visit fee before the first site visit. Franchisor will perform up to two (2) technology site visits to the Hotel to review and certify the Hotel's information technology system, as determined by Franchisor during construction or renovation of the Hotel and after installation of the information technology system but before opening of the Hotel. Franchisee must pay Franchisor's then-current site visit fee before the first site visit. Franchisor may, in its sole business judgement, charge Franchisee Franchisor's costs and fees associated with any necessary additional visits required by Franchisor or requested by Franchisee. If Franchisee uses an information technology vendor that Franchisor has not approved to provide information technology services at the Hotel, Franchisee shall pay Franchisor's then-current Information Technology Certification Fee plus reimburse Franchisor for any third party expenses to approve the vendor. The fee is payable before Franchisor begins the review process. For the avoidance of any doubt, Franchisor has no obligation to approve such a vendor and will not approve an information technology vendor that does not meet its Standards. In such event, Franchisee must retain a new vendor for approval by Franchisor and pay Franchisor's Technology Certification Fee and any third-party expenses for the review of such new vendor.

4.4 Opening the Hotel.

4.4.1 Franchisee must open and begin operating the Hotel as a Brand Hotel, under the Marks, by the date specified in Item 15 on Exhibit A (the "**Opening Deadline**"). Franchisee may not begin operating the Hotel under the Marks without Franchisor's written authorization, which Franchisor may condition on Franchisee's, its architect, or its general contractors certification that the Hotel is in compliance with the Plans and Designs, System, Standards, and Laws and Franchisor's approval of such certification in its sole discretion. Franchisor will conduct a final inspection of the Hotel, at Franchisee's cost and expense, within thirty (30) calendar days after Franchisee gives Franchisor written notice that the Hotel is ready to open for business (the "**Pre-Opening Inspection**"). Franchisor's determination that Franchisee has met all

of Franchisor's pre-opening requirements will not constitute a representation or warranty, express or implied, that the Hotel complies with any Law or a waiver of Franchisee's non-compliance or Franchisor's right to demand full compliance with such pre-opening requirements or any other provision of this Agreement. Franchisee may not open the Hotel until Franchisee receives Franchisor's written authorization that Franchisee can open the Hotel. If Franchisee fails Pre-Opening Inspection, Franchisor may, in its sole business judgement, charge Franchisee Franchisor's costs and fees associated with any necessary additional visits before Franchisor's written authorization that Franchisee can open the Hotel is granted.

4.4.2 Franchisor is entitled to withhold its written authorization to open the Hotel until:

4.4.2.1 Franchisee's architect, general contractor, or other certified professional provides Franchisor with a certificate stating that the as-built Hotel complies with all Laws applicable to the operation or the Hotel and specifically relating to accessibility and accommodations and facilities for those with disabilities.

4.4.2.2 Franchisee has complied with all of the terms and conditions in this Agreement required as of the date of notice of written authorization from the Franchisor; and

4.4.2.3 Franchisee has received written authorization to open the Hotel from all relevant government authorities for the jurisdiction in which the Hotel is located and has paid all fees required by Law to such governmental authorities.

4.4.3 Opening the Hotel before receiving Franchisor's written authorization to open the Hotel constitutes a material breach of this Agreement.

4.4.3.1 Franchisee will pay to the Franchisor liquidated damages in the amount of Five Thousand Dollars ($5,000) per day if Franchisee opens the Hotel before receiving Franchisor's written authorization to open the Hotel to compensate Franchisor for the damage caused by such breach. Franchisee must also reimburse Franchisor for all costs and expenses including legal fees incurred in enforcing Franchisor's rights under this Agreement.

4.4.3.2 Franchisee acknowledges and agrees that the liquidated damages payable under this Section 4.4.3 represent a reasonable estimate of the minimum just and fair compensation for the damages Franchisor will suffer as the result of the opening of the hotel before receiving Franchisor's written authorization to open the Hotel in material breach of this Agreement. These liquidated damages for damage to Franchisor's Brand shall not limit or exclude any other remedies Franchisor may have at law or in equity.

4.5 Comfort Letter. If Franchisee's Lender (a "**Comfort Letter Party**") asks Franchisor to sign a comfort letter, non-disturbance agreement, or other agreement in connection with issuing financing to Franchisee, Franchisor may provide such comfort letter or other agreement in Franchisor's sole discretion upon terms and conditions satisfactory to Franchisor, including Franchisee's payment of Franchisor's then-current fee for the provision of such comfort letter or other agreement.

4.6 Maintenance, Hotel Refurbishment and Room Addition.

4.6.1 Franchisee must maintain the Hotel in good repair and in conformity with the Standards and Laws. Franchisee must make renovations, repairs, alterations, and replacements to the Hotel as required by the Standards, which may include material renovations, repairs, alterations and replacements and/or property improvement plans or other written requirements provided by Franchisor from time to time

setting forth renovations, repairs, alterations and replacements that Franchisee is required to perform. Franchisee must pay to Franchisor the then-current PIP fee if a property improvement plan is required by the Franchisor or requested by the Franchisee. Franchisee may not make any material alterations to the Hotel without Franchisor's prior written consent in Franchisor's sole discretion, and then subject to the same processes, procedures and consents as with initial construction or renovation. Franchisee acknowledges that every detail of the System is important to Franchisor and other franchisees operating under the System because such details develop and maintain the Standards and brand image of the System, to protect Franchisor's reputation and goodwill, and to increase the demand for the lodging services offered by Brand Hotels, and Franchisee agrees to comply with all of the foregoing. Franchisee will be responsible for payment of the then-current PIP compliance fee for Franchisor to perform an inspection and/or re-inspection of the Hotel to confirm compliance with PIP requirements.

4.6.2 Franchisor may periodically require Franchisee to modernize, rehabilitate, 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. Franchisee will make these changes at its sole cost and expense and within the time period that Franchisor requires.

4.6.3 Franchisee may not make any change in the Initial Number of Approved Guest Rooms set forth in Item 19 on Exhibit A without Franchisor's prior written consent in Franchisor's sole discretion. If Franchisee wishes to add additional Guest Rooms to the Hotel after the Opening Date, Franchisee must submit an application to obtain Franchisor's consent, pay to Franchisor the then-current Room Addition Fee, and execute an amendment to this Agreement in a form required by Franchisor. As a condition of Franchisor's approval of Franchisee's application to add additional Guest Rooms, Franchisor may require that Franchisee modernize, rehabilitate, or upgrade the Hotel in accordance with Section 4.6.2 of this Agreement.

4.7 Supplies. To ensure that items at Brand Hotels are uniform and of similar quality and to maintain the identity, integrity, and reputation of the System, Franchisee will use only Supplies that comply with the Standards.

4.8 Suppliers. Franchisor may designate suppliers, including Franchisor (and Franchisor, an Affiliate or a third party may be the only designated supplier for certain items), for certain Supplies. Franchisee consents to communications from such suppliers. Unless the Standards require otherwise, Franchisee is not required to use Franchisor's designated suppliers and may procure Supplies from any source that is not disapproved by Franchisor in its sole discretion so long as the Supplies comply with the Standards. Franchisor may require suppliers of Supplies and other products and supplies that are identified with Brand Hotel and/or other Network Hotels to execute designated supplier agreements with Franchisor. If Franchisee requests evaluation by Franchisor of a supplier who is not then an approved System supplier, Franchisee must pay Franchisor's then-current Supplier Review Fee, which is nonrefundable and due upon receipt of an invoice. Franchisor's designation of a supplier is not a warranty of the supplier's financial condition or performance. Franchisee will not purchase from suppliers whose Supplies fail to meet the Standards. Franchisor and its Affiliates have the right to receive rebates, commissions, and other consideration from suppliers and third parties on account of their actual or prospective dealings with Franchisee and other franchisees and owners of Network Hotels.

5. FRANCHISEE'S RESPONSIBILITIES

5.1 Management of the Hotel.

5.1.1 Either Franchisee or a Management Company (as applicable, the "**Manager**") must manage the Hotel, in either case subject to Franchisor's prior approval in its sole discretion. Regardless of whether Franchisee or a Management Company is the Manager, Franchisee is at all times responsible for complying with the obligations of this Agreement and Franchisee must at all times retain and exercise direct management control over the Hotel's business. Franchisee shall not enter into any lease, management agreement, or other similar arrangement for the operation of the Hotel or any part thereof (including without limitation, retail or food and/or beverage service facilities) with any natural person or Entity without the prior written consent of Franchisor in each instance, and Franchisee may not itself manage the Hotel without Franchisor's approval of Franchisee as the Manager. Franchisor will not unreasonably withhold its approval so long as the Management Company or Franchisee (as applicable) (**i**) meets Franchisor's minimum qualifications, (**ii**) possesses the managerial skills or operational capacity required to operate the Hotel in accordance with the Standards and this Agreement, (**iii**) provides Franchisor will all information and access that Franchisor reasonably requests, (**iv**) ensures that its personnel attend and satisfactorily complete required brand standard training programs, and (**v**) is neither a Competitor nor a Sanctioned Person. The Person identified in Item 16 on Exhibit A is the approved Manager at opening. If Franchisor approves a Management Company as the Manager, as a condition of that approval, the Management Company must sign the then-current documents Franchisor requires to protect its intellectual property rights and to reflect the Management Company's agreement to perform its management responsibilities and otherwise operate the Hotel in compliance with this Agreement (collectively, the Management Company Documents"). The current version (which may be updated from time to time) of the Management Company Documents is attached as Exhibit G.

Without limiting its other rights and remedies under this Agreement and applicable law, Franchisor may withdraw its approval of a Manager (whether a Management Company or of Franchisee as the Manager of the Hotel) at any time, including if Franchisor determines that the Manager fails to manage the Hotel to the Standards, or otherwise manages the Hotel in such a way that may adversely reflect upon or affect the Hotel, the Brand, the System, Franchisor, or Franchisor's affiliates. If Franchisor withdraws its approval, then Franchisee must promptly terminate the management agreement with that Management Company (if applicable) and either assume direct control of the Hotel's management and operation, if Franchisor approves Franchisee to manage the Hotel, or engage another Management Company that Franchisor has approved in writing. The approval by Franchisor of any such lease, management agreement or other similar arrangement for operation of the Hotel or any part thereof shall in no way relieve, reduce, mitigate or waive any of the responsibilities of Franchisee under this Agreement, it being understood that all such responsibilities shall at all times remain the obligation of Franchisee. Franchisee must provide Franchisor with all information requested by Franchisor from time to time regarding ownership, control and management of the Hotel and of Franchisee.

5.1.2 If the Manager is a Management Company, Franchisee must promptly notify Franchisor if: **(a)** there is a Change of Control of the Management Company; **(b)** the Management Company becomes a Competitor (or an Affiliate of a Competitor) or a Sanctioned Person (or an Affiliate of a Sanctioned Person); **(c)** the Management Company becomes the principal management company for a Competitor; or **(d)** there is a material adverse change to the financial condition or operational capacity of the Management Company. Franchisee must provide Franchisor with additional information that Franchisor requires regarding any of the above circumstances. Franchisor may in Franchisor's sole discretion require Franchisee to retain a replacement Management Company upon the occurrence of any of the above

circumstances. Franchisee will ensure that its contract with its Management Company provides that Franchisee may terminate the contract under any of these circumstances.

5.1.3 The Manager must employ a full-time, qualified, competent general manager who has completed the required training set forth in Section 6.2. The Manager may employ a multi-unit general manager to supervise multiple Hotels, upon requesting and receiving Franchisor's prior written consent in Franchisor's sole discretion. The Hotel's general manager must successfully complete the training required by Franchisor before the Opening Date if the Hotel is newly constructed or within 60 days of the Opening Date if the Hotel is a converted Brand Hotel, or within 60 days of hire for a new or replacement general manager. If the Hotel's general manager fails to ensure that the Hotel satisfies Franchisor's quality assurance requirements or other brand standards, then without limiting Franchisor's other rights and remedies under this Agreement and applicable law, Franchisor may require Franchisee or the Management Company (as applicable) to appoint a new general manager for the Hotel within the time period specified by Franchisor.

5.2 Operating the Hotel. From the Opening Date forward, Franchisee must cause the Hotel to be operated twenty-four (24) hours a day, seven (7) days a week, in compliance with this Agreement and the Standards. Franchisee will operate the Hotel so as to maximize Gross Rooms Revenue of the Hotel consistent with sound marketing and industry practice and will not engage in any conduct that reduces Gross Rooms Revenue of the Hotel in order to further other business activities. Throughout the entire Term, Franchisee will at its sole cost and expense maintain a high moral and ethical standard and atmosphere at the Hotel, maintain the Hotel in a clean, safe and orderly manner and in first class condition, provide efficient, courteous and high-quality service to the public, ensure that no part of the Hotel or the System is used to promote, and Franchisee itself does not further or promote a competing business or other lodging facility, except as Franchisor may approve for businesses or lodging facilities owned, licensed, operated or otherwise approved by Franchisor or its Affiliates, use every reasonable means to encourage use of System and/or Network facilities everywhere by the public; and in all respects use Franchisee's best efforts to reflect credit upon and create favorable public response to the Brand. Franchisee will not use the Hotel or the Site for any other purpose or activity without Franchisor's consent in Franchisor's sole discretion. Without limiting the foregoing, Franchisee will not, without Franchisor's prior approval in Franchisor's sole discretion: **(i)** knowingly permit gambling to take place at the Hotel or use the Hotel for any casino, lottery, or other type of gaming activities, or directly or indirectly associate with any gaming activity; **(ii)** knowingly permit adult entertainment activities at the Hotel; or **(iii)** sell, display or use in the Hotel any vending machines, honor bars, video or other entertainment devices or similar products.

5.3 Staffing and Employment. The Franchisee or Manager, as applicable, is responsible for hiring, terminating, and supervising suitable, qualified and sufficient Hotel staff and is the sole employer of the Hotel staff. The Manager's employees are not Franchisor's employees, joint or otherwise. Franchisor exercises no direction or control over the Franchisee's or Manager's, as applicable, employment policies, practices, discipline, recruitment or termination or other decisions related to the Hotel. Franchisee acknowledges and agrees that Franchisee, or Manager, as applicable, is the sole employer of the employees working at the Hotel and that Franchisee is solely responsible for all employment decisions, regardless of whether Franchisee has received guidance with respect to such matters from Franchisor. Neither Franchisee nor any of Franchisee's employees whose compensation Franchisee pays may in any way, directly or indirectly, expressly or by implication, be construed to be Franchisor's employee for any purpose, including but not limited to with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisor will not have the power to hire or fire Franchisee's employees. Franchisee expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to approve certain of

Franchisee's employees for qualification to perform certain functions for the Hotel does not directly or indirectly vest in Franchisor the power to hire, fire or control any such employee. Franchisee further agrees that any such minimum requirements established by Franchisor are solely for the purpose of ensuring that the Hotel is at all times operated in accordance with the Standards and with the attributes of the Brand known to, and desired by, the consuming public and associated with the Marks. Moreover, Franchisee agrees that any training provided by Franchisor for Franchisee's employees is intended to impart to those employees, under Franchisee's ultimate authority, the various procedures, protocols, systems and operations of the Hotel and in no fashion reflects any employment relationship between Franchisor and such employees. Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, including, if necessary, appearing at any venue requested by Franchisor to testify on Franchisor's behalf and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees.

5.4 Systems. Franchisee must purchase, lease, license, subscribe, access and maintain property management, revenue management, telephone, telecommunication, entertainment, and high-speed internet systems, and other computer and technology systems, services, hardware, software, networks and connectivity on required terms and conditions including fees and charges and including those in the Hotel Technology Agreement, which Franchisee must execute, and Standards, each as Franchisor requires in its discretion, including any replacements, additions, enhancements, supplements, fixes, patches, updates, modifications, or variants that may be developed during the Term.

5.5 Reservation Service. Franchisee must participate in the Reservation Service that Franchisor designates, including any replacements, additions, enhancements, supplements, fixes, patches, updates, modifications, or variants that Franchisor may develop or adopt, and must honor and give first priority for available rooms to all confirmed reservations booked through the Reservation Service. Franchisee must exclusively use only the Reservation Service for Hotel bookings, unless Franchisor approves in its sole discretion other reservation services or systems. From time to time, additional reservation, sales, revenue management, call center, point of sale, and other services and systems may be offered or required and Franchisee will comply with all terms and conditions thereof, including execution of required agreements and payment of all required fees and costs.

5.6 Loyalty Programs. Franchisee must participate in and honor the terms and conditions of any loyalty, discount, amenity, service or promotional programs required by the Standards, any Guest Room rate quoted to prospective guests when they make reservations, any fees charged by such programs, and any award certificates (including, credit toward food purchases or internet or other items or amenities) issued to Hotel guests participating in these programs.

5.7 Pricing and Rates. Franchisee is responsible for setting its own room rates and prices for all products and services at the Hotel, including determining any prices or rates that appear in the Reservation Service. Franchisor may: **(i)** prohibit certain types of charges or billing practices that Franchisor determines are misleading or detrimental to the System; **(ii)** require that Franchisee price consistently in all channels; and **(iii)** impose other pricing requirements permitted by Law. Franchisor may recommend prices or rates for the products and services offered by Franchisee or require participation in various sales or inventory management programs or promotions offered by Franchisor. Franchisor's recommendations are not mandatory; Franchisee is ultimately responsible for determining the prices or rates at which it offers its products and services, and Franchisor's recommendations are not a representation

or warranty by Franchisor that the use of such recommended prices or rates will produce, increase, or optimize Franchisee's profits. Franchisor will have no liability for any such recommendations, including those made in connection with any sales activity or inventory management. Franchisee will provide its prices and rates for use in the Reservation Service in accordance with the Standards. Franchisee will: **(a)** honor any prices, rates or discounts that appear in the Reservation Service or elsewhere; **(b)** honor all reservations made through the Reservation Service or that are confirmed; and **(c)** not charge any Hotel guest a rate higher than the rate specified for the Hotel guest's reservation in the Reservation Service or, if not made through the Reservation Service, in the reservation confirmation. Franchisee will also honor all pricing and terms for any other product or service offered in connection with the Hotel.

5.8 Compliance with Laws. Franchisee must strictly comply with all Laws, including all Laws concerning Franchisee, Franchisee's operations and services, the Site, and the Hotel's development, construction, renovation, and operation and with all requirements of the System and the Standards as they may be modified by Franchisor in its discretion from time to time. Franchisee shall be solely responsible for and Franchisor shall have no responsibility for any and all permits, certificates and licenses necessary for the full and proper development and operation of the Hotel, including, without limitation, licenses to do business, trade, fictitious or assumed name registrations, building permits, sales tax permits, health and sanitation permits and ratings, fire clearances, architecture or engineering, for code, zoning, or other requirements of the laws, rules, regulations or ordinances of any state, local municipality, urban community, or provincial or federal governmental body, including any errors, omissions, or discrepancies of any nature in any drawings or specifications obtained by Franchisee, including those provided by Franchisor. Without limiting the foregoing, Franchisee shall be solely responsible for compliance with any requirements of the Americans with Disabilities Act, Payment Card Industry Data Security Standards, state and federal privacy and data security legislation and Personal Identifiable Information laws or regulations. Franchisee shall promptly report to Franchisor all incidents involving safety, security, public relations or serious injury to persons or property that occur at, or involve, the Hotel, and all other incidents that the Standards require to be reported to Franchisor, and shall consult with Franchisor or its designated affiliate before speaking to or corresponding with the media about any such incident. Franchisee shall otherwise comply with those portions of the safety, security and public relations provisions designated as required in the Standards. Notwithstanding the foregoing, Franchisee acknowledges and agrees that it is Franchisee's sole responsibility to maintain the safety and security of its employees, guests and others who may be on the Hotel premises.

5.9 No Diverting Business. Franchisee will not use any part of the Hotel for any business other than operating a Brand Hotel. Franchisee may not use the Hotel or the System to promote other businesses or other lodging facilities not in the Network, and may only divert business from the Hotel to another hotel in compliance with the Standards and subject to Franchisor's sole discretion.

5.10 Landlord. If the Site is leased to Franchisee, the Landlord is listed on Item 17 on Exhibit A. Franchisee may not terminate, assign, or amend its lease or the parties to the lease without Franchisor's prior written consent in Franchisor's sole discretion. Any lease provisions required by Franchisor to be contained in Franchisee's lease for the Site are listed in Item 20 on Exhibit A.

5.11 Advertising and Promotion. Other than as Franchisor may require pursuant to any advertising or marketing program Franchisor may undertake, Franchisee shall advertise and promote the Hotel and related facilities and services on a local and regional basis at Franchisee's expense in a first-class, dignified manner, using Franchisor's identity, graphics, and Standards. Samples of any advertising and promotional materials not previously approved or disapproved by Franchisor (in any form or medium that exists now or is developed in the future) must be approved in writing pursuant to Section 8.3.2 below

before Franchisee produces and distributes them. Franchisee must immediately discontinue its use of any advertising or promotional materials Franchisor disapproves.

5.12 Guest Complaints. Franchisee must participate in and pay all charges associated with all System guest complaint resolution programs that Franchisor requires. Such 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 shopping programs. Franchisee must maintain such minimum performance standards and scores for quality assurance programs as Franchisor may establish from time to time.

5.13 Payment Cards. Franchisee must honor all nationally recognized payment cards, payment vouchers and electronic payment methods for general payment purposes that Franchisor requires, and must enter into all payment card, voucher and electronic payment agreements with issuers of such cards, vouchers and payment methods as necessary for that purpose.

5.14 Cross Marketing. Franchisee may not engage, directly or indirectly, in any cross-marketing or cross-promotion of the Hotel with any other Hotel or related business without Franchisor's prior written consent in Franchisor's sole discretion. Franchisee agrees to refer current and prospective guests and customers only to Brand Hotels or Network Hotels. Franchisor may require Franchisee to participate in programs designed to refer prospective customers to Other Hotels. Franchisee must display all material, including brochures and promotional material that Franchisor provides for Brand Hotels and Network Hotels. Franchisee may not allow advertising and promotion unrelated to Brand Hotels and Network Hotels on the Hotel Site unless Franchisor specifically directs or permits Franchisee to include advertising or promotion of Other Hotels.

5.15 Standards, Other Confidential Information. Franchisee must treat as proprietary and confidential the Standards and other Confidential Information, contained in the Standards Manual, and other collateral documents, regardless of form or format, provided and updated as Franchisor requires in its sole discretion. Franchisee acknowledges and agrees that it does not acquire any interest in the Standards and other Confidential Information other than the right to use the same in the development and operation of the Hotel pursuant to this Agreement during the Term. Franchisee agrees that it will not use the Standards or other Confidential Information in any business of for any purpose other than in the development and operation of the Hotel under the System during the Term. Franchisee agrees and acknowledges that the Standards and other Confidential Information are proprietary and constitute trade secrets of Franchisor and its Affiliates which have commercial value. Without Franchisor's prior written consent in Franchisor's sole discretion, Franchisee may not at any time copy, duplicate, record, reproduce, or otherwise transmit or make available to any unauthorized Person all or any part of the Standards or other Confidential Information. Franchisee may divulge the Standards and other Confidential Information only to those of Franchisee's employees or agents who require them for the development or operation of the Hotel, and only if those employees or agents are **(i)** apprised of the confidential nature of the information before it is divulged to them and **(ii)** bound by confidentiality obligations substantially similar to those in this Section. Franchisee is liable for any breaches of these confidentiality obligations by Franchisee's employees or agents. Franchisee will maintain the Standards and other Confidential Information in a safe and secure location and will immediately report to Franchisor any theft or loss of all or any part of the Standards or other Confidential Information. Franchisee will adopt and implement all procedures Franchisor may periodically require in Franchisor's sole discretion to prevent unauthorized use or disclosure of the Confidential Information, including without limitation use of non-disclosure and non-competition provisions in agreements with employees, agents, and independent contractors who have access to the Standards and other Confidential Information. Franchisee agrees that the existence of any Claims it may

have against Franchisor or Franchisor's Affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section. Franchisee further acknowledges that any violation of the terms of this Section would result in irreparable injury to Franchisor or its Affiliates for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by them in violation of the terms of this Section. Franchisee agrees to pay all costs and expenses (including legal fees and court costs) incurred by Franchisor or its Affiliates in connection with the enforcement of this Section, including all costs and expenses for obtaining specific performance, or an injunction against any violation, of the requirements of this Section. The restrictions in this Section shall survive the termination or expiration of this Agreement.

5.16 The Site. Franchisee will own fee simple title (or long-term ground leasehold interest for a term equal to or greater than the Term) to the real property and improvements that comprise the Hotel and the Hotel Site, or alternatively, at Franchisor's requirement cause the fee simple owner, or other third party acceptable to the Franchisor to provide its guaranty covering all of the Franchisee's obligations under this Agreement in form and substance acceptable to Franchisor.

5.17 Legal Possession. Franchisee shall maintain legal possession and control of the Hotel and the Site for the Term. Franchisee must promptly deliver to Franchisor a copy of any notice of default Franchisee receives from any mortgagee, trustee under any deed of trust, or ground lessor for the Hotel, and must provide any additional information Franchisor may require regarding any alleged default.

5.18 Timeshares. Franchisee, Franchisee's officers, directors, general partners or owners of 25% or more of Franchisee's Equity Interests may not directly or indirectly conduct or permit the marketing or sale of timeshares, vacation ownership, vacation club, residence club, fractional ownership, condominiums, apartment leasing or rental business, or like schemes at, or adjacent to, the Hotel or for any facility or business that shares directly or indirectly, common areas, amenities, recreation facilities, services, supplies or support activities with the Hotel without Franchisor's prior written consent in Franchisor's sole discretion.

5.19 Advertising Programs. Franchisee must participate in all advertising programs as Franchisor may require from time to time, as more fully set forth in Section 8 of this Agreement. Franchisee must also participate in any friends, family and/or employee rate and availability programs as required by Franchisor in its discretion. Franchisee will undertake local advertising, marketing, promotional, sales and public relations programs and activities for the Hotel, including preparing and using any Marketing Materials, in accordance with the Standards.

5.20 Other Businesses. Franchisee may not share or comingle the business operations and Hotel facilities with any Other Hotel or other business if such sharing or comingling may result in Franchisee's breach of its obligations hereunder, including those pursuant to Section 5.15 or Section 12.

5.21 Franchisee Affiliates. Franchisee must promptly provide to Franchisor all information Franchisor requires about Franchisee and its affiliates (including Franchisee's respective beneficial owners, officers, directors, shareholders, partners, or members) and about title to the property on which the Hotel is constructed and any other property used by the Hotel.

5.22 Tenants in Common. Franchisee may not engage in any tenant-in-common syndication or Transfer of any tenant-in-common interest in the Hotel or the Hotel Site without Franchisor's prior written consent in Franchisor's sole discretion.

6. FRANCHISOR RIGHTS

6.1 Pre-Opening Visit. Franchisor may require a pre-opening visit to the Hotel to assist with the Hotel's opening, for which Franchisee will reimburse Franchisor for Franchisor's Travel Costs and pay associated fees and charges.

6.2 Training. Franchisor or Franchisor's Affiliates may specify and provide required or optional initial, periodic, remedial and other training programs from time to time, both in-person and online, for which Franchisor may charge non-reimbursable training and other fees, charges and costs. Franchisor may also require periodic attendance at System and/or Network conferences. Franchisee will attend and complete all required training programs and conferences as and when required to Franchisor's satisfaction in Franchisor's sole discretion and pay all associated fees, tuition, training materials, supplies, and Travel Costs of Franchisee's employees and representatives as and when required by Franchisor. If Franchisor holds training at the Hotel, Franchisee will not charge for lodging and will reimburse Franchisor for Franchisor's associated Travel Costs.

6.3 Consultation. From time to time in Franchisor's sole discretion, Franchisor may make consultation and advice services available to Franchisee about the operation of the Hotel as a Brand Hotel and may require Franchisee to reimburse Franchisor for Franchisor associated Travel Costs and pay associated fees and charges.

6.4 Inspections/Compliance Assistance and Quality Assurance Program. Franchisor may physically and/or electronically enter and inspect the Hotel and operations, books, records, accounts, tax returns, systems, real or personal property related thereto at any time and from time to time, without notice to Franchisee, including without limitation to determine whether the Hotel is in compliance with the Standards and this Agreement. Franchisor may also include the results of guest satisfaction surveys as well as unsolicited feedback received from Franchisee's guests in Franchisee's final quality assurance score. Franchisor may publish and disclose the results of quality assurance inspections and guest surveys. Franchisor may, at Franchisor's sole discretion, implement a chain-wide quality assurance/mystery shopper inspection program to be performed by a third party. Franchisee must provide complimentary lodging for the inspectors when they visit the Hotel. Franchisee and Hotel staff will cooperate fully and completely with the inspector and facilitate such inspection. If Franchisor determines that the Hotel is not in compliance with the Standards or this Agreement, Franchisor will instruct Franchisee to correct the identified deficiencies. Franchisee will ensure that Hotel personnel attend any related training that Franchisor may specify, at Franchisee's sole cost and expense. Franchisee will pay Franchisor's then-current inspection fee and will reimburse Franchisor for direct or third party Travel Costs, fees, charges and other costs incurred in any follow-up inspections, audits, remediations, and re-evaluation visits and pay any costs, fees or charges required to fully correct all deficiencies.

6.5 Delegation. Franchisor may delegate performance of any portion of Franchisor's rights and obligations under this Agreement to third parties, including independent contractors, Affiliates, and agents. At Franchisor's sole discretion, Franchisor may require deposits, pre-payments, or payments including Travel Costs for exercising these rights and obligations to be made directly to these parties.

7. SYSTEM AND STANDARDS

7.1 Modifications of the System and Standards. Franchisor may make changes to the System and the Standards, including material changes, additions, substitutions or deletions, at Franchisor's sole discretion at any time and from time to time. Franchisee must comply with all such changes in accordance with schedules established by Franchisor. Franchisor is not liable to Franchisee for any expenses, losses,

damages or charges that Franchisee may incur as a result of any such changes. Franchisee acknowledges and will not contest, either directly or indirectly, Franchisor's and its Affiliates' unrestricted and exclusive ownership of and right to use the System and any element(s) or component(s) thereof, or that Franchisor or any of its Affiliates has the sole and exclusive right to grant licenses to use all or any element(s) or component(s) of the System and will not take any other action in derogation of such ownership and rights of Franchisor and any of its Affiliates.

7.2 Access to Standards. Franchisor will make the Standards available to Franchisee in the Standards Manual and other collateral documents. Franchisor will license Franchisee access to the Standards Manual during the Term, in digital, electronic or other computerized form, or, at Franchisor's sole discretion, in hard paper copy, each according to the license set forth hereinabove. If there is a Dispute relating to the contents of the Standards Manual, Franchisor's master copy will be controlling whether kept on paper or electronically. Franchisee will ensure that its copy of the Standards Manual is at all times current and up to date.

8. ADVERTISING AND MARKETING; FRANCHISOR WEBSITE

8.1 Franchisor Marketing Initiatives. Franchisee must participate in all marketing, advertising, sales, promotion, publicity, quality, internet, social media, guest satisfaction, market research initiatives, programs and activities that Franchisor periodically requires for the Hotel in Franchisor's sole discretion and in the manner that Franchisor may specify, including the Reservation Service, loyalty programs, and electronic channel requirements, and will not participate in and will discontinue and/or modify any initiatives or programs as required by Franchisor from time to time in its sole discretion. Franchisee will ensure conduct of all such in compliance with the Standards and Laws and, subject to the foregoing, all agreements entered into by Franchisee and payment of all fees and charges in connection therewith.

8.2 Approval of Marketing Programs and Marketing Materials.

8.2.1 Subject to Franchisee's compliance with the Standards and Laws and with this Agreement, including Section 5.11 above, and at Franchisee's sole cost and expense, Franchisee may conduct local and regional marketing, advertising, and promotional programs for the Hotel.

8.2.2 Franchisee must submit to Franchisor samples of all Marketing Materials that reference any of the Marks and must receive Franchisor's prior written approval in Franchisor's sole discretion before using any such Marketing Materials. If Franchisor does not expressly approve the Marketing Materials within ten (10) business days of receiving them, they are deemed to be disapproved. Franchisee's Marketing Materials must be true, accurate and correct. Franchisee will immediately notify Franchisor in writing if any correction or modification to Franchisee's Marketing Materials is necessary and immediately make such correction and modification in all uses of such Marketing Materials. Any approved Marketing Materials may be used by other Brand Hotels or Network Hotels without compensation to Franchisee. All advertising and promotion by Franchisee must be factually accurate and shall not detrimentally affect the Marks or the System, as Franchisor determines in its sole discretion. From time to time, Franchisor may issue and/or revise policies and Standards on advertising, promotion, marketing, electronic channels, and social media use. Franchisee represents, warrants, covenants and agrees that it will take all steps necessary to ensure compliance with all of the requirements of any such policies and Standards.

8.3 Franchisor Website; Travel Services Channels.

8.3.1 Franchisor and its Affiliates own and maintain the Website to advertise, market, and promote Brand Hotels and Network Hotels at Franchisor's sole discretion, and may provide each participating

Brand Hotel page(s) on the Website. Franchisee must periodically provide to Franchisor or such entity as Franchisor may designate such information, photographic or other images, and other materials as Franchisor may require relating to the Hotel's page(s) and/or Travel Services Channels, and must promptly notify Franchisor whenever any information, images, or materials on the Hotel's page(s) or Travel Services Channels require modification or replacement. Franchisee may be required to use Franchisor's approved supplier for Hotel photography and/or reimburse Franchisor for photography expenses. Franchisee must ensure that all information, images, and materials on the Hotel's page(s) and Travel Services Channels are current, accurate, and not misleading, and do not violate this Agreement, Standards, or any Laws or infringe any third party's intellectual property, privacy, or other rights. Franchisor has sole discretion over the information, images, and materials appearing on Franchisor's website, including on the Hotel's page(s), and on Travel Services Websites. Franchisor owns all intellectual property rights and other rights in the Website, including in the Hotel's page(s), and on Travel Services Channels. Franchisee may only use and permit domain names that Franchisor assigns for use to Franchisee or otherwise approves in writing prior to use in Franchisor's sole discretion. Franchisor may implement new Standards and periodically modify Standards, including Standards applicable to the Website, curate the content of the Website, approve or disapprove particular Travel Service Channels, or discontinue the Website or any part of its content, each at any time and from time to time.

8.3.2 Franchisee may not develop, maintain, use or authorize any use of the Website, Travel Service Channel or other electronic medium that relates to the Network, System, or Hotel, facilitates reservations for the Hotel, or includes all or any part of any of the Marks or any terms confusingly similar to the Marks, including in Franchisee's domain name or URL, search engine optimization or search engine marketing, without Franchisor's consent in Franchisor's sole discretion (which may be contained from time to time in Standards). Franchisee shall not use, own, register, apply, or otherwise take title to any corporate, legal, domain name, website, electronic communication sites including mobile applications, social media sites or the like ("**Sites**"). For purposes of this Section, "Sites" includes Facebook, Twitter, Instagram, Snapchat, Linked In, YouTube, Pinterest, Tumblr, or any other social media or pictorial media site. Franchisee will immediately assign ownership of any Sites, in whole or in part, to Franchisor upon request by Franchisor. Franchisee further agrees to immediate relief, under ADR, WIPO or any other forum including but not limited to injunctive relief in favor of Franchisor for violation of this Section. Franchisee agrees to reimburse Franchisor for any legal fees and costs for violation of this Section. Franchisee hereby agrees that any and all domain names and Sites will inure to the benefit of Franchisor and will irrevocably assign and transfer to Franchisor all of Franchisee's right, title and interest in any such Sites containing the Marks. Franchisee will immediately authorize and instruct the cancellation or transfer of any Sites or domain names to Franchisor in violation of this Section. Any Franchisee use of the Marks on any channel must conform to the Standards and Laws. Franchisor may withdraw Franchisor's approval of any Travel Services Channel, Site, website, other online presence, or other electronic medium in Franchisor's sole discretion.

9. MARKS

9.1 Ownership and Goodwill. Franchisor's Affiliate has licensed the Marks to Franchisor to use and sublicense in franchising, developing, and operating Brand Hotels. Franchisee's right to use the Marks is derived only from this Agreement and is limited to use in connection with operating and promoting the Hotel pursuant to this Agreement during the Term. Franchisee's unauthorized use of the Marks is a material breach of this Agreement and infringes on the rights of Franchisor and its Affiliates. Franchisee acknowledges that Franchisee's use of the Marks and any goodwill established by that use inure exclusively to Franchisor and its Affiliates, and that this Agreement does not confer upon Franchisee any goodwill, ownership rights, or other interest in the Marks, other than the right to operate and promote the Hotel during the Term. Franchisee may not contest or assist any other person or entity in contesting the validity or ownership of the Marks.

9.2 Limitations on Franchisee's Use of Marks. Franchisee will use the Marks: **(i)** only in connection with the operation and promotion of the Hotel during the Term; **(ii)** only as provided in this Agreement and in the Standards, and as Franchisor otherwise expressly authorizes; and **(iii)** only in a manner that will not harm or damage Franchisor, the System, or the Marks. Franchisee will not use any Mark in connection with the Hotel or the System that is not a Franchisor Mark, including the names of restaurants or other outlets at the Hotel ("**Other Marks**") without Franchisor's prior approval. Franchisee will not use any Other Marks that may infringe or be confused with a third party's trade name, trademark or other rights in intellectual property. Franchisee hereby provides a worldwide, perpetual, irrevocable and fully paid-up right and license to use the Other Marks to Franchisor and its Affiliates in any medium and manner. Franchisee represents that there are no Claims or proceedings that would materially affect Franchisor's use of the Other Marks. Franchisee must post in the Hotel readily visible to the public in a prominent place, and on any other materials that Franchisor may require, a notice indicating that Franchisee is a licensed operator of a Brand Hotel and is permitted to use the Marks under a license in accordance with the Standards. Franchisee acknowledges that any unauthorized or prohibited use of any of the Marks will constitute infringement of Franchisor's rights and a material breach of this Agreement. Franchisee may not take any action to record this Agreement or apply for any rights, registrations, or interests in any Marks without Franchisor's prior written permission and direction to do so. If Franchisee registers or applies to register any Marks in violation of this Agreement, then Franchisor, in addition to all other remedies available to it at law or in equity, may require Franchisee, at Franchisee's expense, to cancel such application or registration or transfer such application or registration to Franchisor.

9.3 Third-Party Infringements or Challenges. Franchisee must notify Franchisor immediately of any apparent infringement or challenge to Franchisee's use of any Mark or of any third party's Claim of any rights in any Mark. Except as required by Law, Franchisee may not communicate with any person other than Franchisor, its Affiliates, and its attorneys regarding any infringement, challenge, or Claim. Franchisor may take any action Franchisor deems appropriate in its sole discretion (including no action) in response to such notification. Franchisor may control exclusively any litigation, administrative proceeding, or other effort to address any such infringement, challenge, or Claim concerning any Mark. Franchisee agrees that it will sign any documents and take any other actions that Franchisor or its counsel deem necessary or advisable to protect Franchisor's interests in any litigation, administrative proceeding, or effort to address any such infringement, challenge, or Claim and to protect Franchisor's interests in the Marks.

9.4 Modification or Discontinuation of Marks. Franchisor in its sole discretion may modify, discontinue, add to, or substitute for, any of the Marks or adopt entirely different or new Marks, all without any liability to Franchisee for doing so. Franchisee will implement any such modifications, discontinuations, additions, or substitutions at Franchisee's expense in accordance with Franchisor's instructions and within the time period Franchisor may specify.

9.5 Ownership After Termination or Expiration. Upon the termination or expiration of this Agreement, Franchisee's rights to use the Marks will automatically cease and will revert to Franchisor without cost and without the execution or delivery of any documentation. Franchisee will execute any documents that Franchisor requires to confirm that all such rights have ceased and reverted to Franchisor.

9.6 Improvements. If Franchisee develops any Improvements to the System, Franchisee must promptly notify Franchisor of such Improvements and provide Franchisor with all information regarding such Improvement. Any Improvements Franchisee develops or proposes are hereby automatically and irrevocably assigned to Franchisor, without payment of any compensation to Franchisee. If any Improvements may be protected by trademark, copyright, patent, trade secret, or otherwise, then upon

Franchisor's requirement, Franchisee will execute (and will cause each of Franchisee's employees or independent contractors who contributed to such Improvements to execute) such documentation as Franchisor may require in its sole discretion to transfer ownership of the Improvements to Franchisor and confirm Franchisor's ownership rights to them, including without limitation work for hire and assignment of rights agreements, non-compete agreements, and confidentiality and non-disclosure agreements.

10. RECORDS AND AUDITS

10.1 Maintenance of Books, Records, Accounts. Franchisee must maintain and preserve complete, timely and accurate books, records, and accounts for the Hotel in accordance with the Uniform System, the United States Generally Accepted Accounting Principles, the Laws, and the Standards (which may include equipment, software and network requirements applicable to books, records and accounts), for at least five (5) years from their dates of preparation. Franchisee acknowledges that Franchisee's compliance with the foregoing obligation is a material condition of this Agreement.

10.2 Accounting Statements.

10.2.1 Upon Franchisor's requirement, Franchisee must provide Franchisor with reports, records, information and data, including an operating statement containing Operating Revenue, Gross Room Revenue, and all other information that Franchisor requires, in such form and degree of detail as Franchisor requires.

10.2.2 Upon Franchisor's requirement, Franchisee must provide Franchisor as soon as available, but not later than ninety (90) days after the end of Franchisee's fiscal year, with complete financial statements for the year, which Franchisee must certify as true and correct. The financial statements must be prepared in accordance with the Uniform System and the United States Generally Accepted Accounting Principles, the Laws, and the Standards. Franchisee must also promptly provide Franchisor with any other reports and financial information relating to Franchisee and the Hotel that Franchisor requires.

10.3 Lender Information. Upon Franchisor's requirement, Franchisee must provide Franchisor with current contact information for each Lender and any change in the Lender's information. Franchisee must promptly send Franchisor a copy of any notice of default, notice of termination, or other exercise of any default rights or remedies that Franchisee receives from or delivers to any Lender, along with all other information that Franchisor requires about the default or termination. Franchisor may distribute and share information with any Lender, supplier, or other vendor concerning Franchisee or the Hotel.

10.4 Audit. During the Term and for two (2) years afterward, Franchisor may verify information, processes and procedures required under this Agreement by examining any and all records referred to in this Agreement. Any onsite examination will take place during regular business hours at the location where the records are located or wherever else Franchisor requires. Franchisor may require access to the Hotel including complimentary guest rooms and to Hotel equipment, systems and personnel. Franchisor may also perform an audit of the Site's books and records remotely or electronically without advance notice or Franchisee's knowledge. Franchisee's staff must cooperate with and assist Franchisor's auditors to perform any audit. At Franchisee's sole cost and expense, Franchisee will promptly correct any deficiencies identified in such audits according to any timetables included in audit reports. If the examination discloses a deficiency in any payments due, and the deficiency is not offset by overpayment, Franchisee will immediately pay Franchisor the deficiency and interest as provided in Section 3.5. If the examination discloses a deficiency, or if the examination indicates insufficient accounting procedures to determine the accuracy of the payment calculations, Franchisee will reimburse Franchisor for Franchisor's costs incurred in conducting the examination (including accounting and legal fees). Franchisor's acceptance

of audit fees or deficiency payments will not waive Franchisor's rights to pursue a default under this Agreement. If the examination discloses an overpayment, Franchisor will credit the overpayment amount, without interest, against future payments due under this Agreement, without interest, or, if this Agreement has terminated or expired, will promptly refund the overpayment, without interest, to Franchisee.

11. INSURANCE

During the Term, Franchisee will procure and maintain insurance at Franchisee's expense with the coverages, deductibles, limits, carrier ratings, and policy obligations required by the Standards. Such insurance requirements may include: property insurance including business interruption, earthquake, flood, terrorism and windstorm; workers' compensation; commercial general liability; business auto liability; umbrella or excess liability; fidelity coverage; employment practices liability; cyber liability; and such other insurance customarily carried on hotels similar to the Hotel. Franchisor may change such requirements in the Standards and may also require Franchisee to obtain additional types of insurance or increase the amount of coverages. All insurance policies must: **(i)** (except for workers' compensation and fidelity insurance) name as unrestricted additional insureds Franchisor, any Indemnitee that Franchisor designates, and Franchisor's respective employees and agents; **(ii)** provide that the coverages will be primary and that any insurance carried by any additional insured will be excess and non-contributory; **(iii)** contain a waiver of subrogation in favor of Franchisor and Franchisor's designated Affiliates, as applicable; and **(iv)** provide that the policies will not be canceled, non-renewed, or reduced without at least thirty (30) days' prior written notice to Franchisor. Franchisee must furnish Franchisor with certificates of insurance evidencing these requirements (e.g., terms, limits, and names of insurers). Renewal certificates of insurance will be delivered to Franchisor not less than 10 days before their respective inception dates. If Franchisee fails to procure or maintain the required insurance, Franchisor may, in Franchisor's sole discretion, upon ten (10) days' written notice to Franchisee, procure and maintain the required insurance without notice to Franchisee and may require Franchisee to reimburse Franchisor for all related costs and fees of doing so. If Franchisee delegates its insurance obligations to any other Person, Franchisee will ensure that such Person satisfies such obligations. Such delegation will not relieve Franchisee of its obligations under this Agreement and the Standards. Any failure to satisfy the insurance requirements is a default under this Agreement. Franchisee will cooperate with Franchisor in pursuing any Claim under insurance required by this Agreement.

12. PRIVACY, DATA PROTECTION

12.1 Data and Guest Data. Franchisee acknowledges and agrees that, subject to the Laws, including all applicable Data Protection Laws, all Data and Guest Data that it collects or causes to be collected on its behalf in connection with the development and operation of the Hotel is deemed to be owned exclusively by Franchisor, and Franchisee agrees to provide such Data and Guest Data to Franchisor at any time that Franchisor requires. Franchisee has the right to use Data and Guest Data during the Term, but only as authorized by Franchisor in connection with the development and operation of the Hotel for the licensed purposes and only in accordance with policies that Franchisor establishes from time to time. Franchisee may not sell, transfer, or use Data or Guest Data for any purpose other than developing and operating the Hotel during the Term and marketing Franchisor's products and services, each pursuant to the license in this Agreement. All Data and Guest Data that Franchisee provides to Franchisor pursuant to this Agreement must be accurate, not misleading, and in compliance with the Laws, including all Data Protection Laws.

12.2 Data Protection and Privacy. Franchisee agrees to abide by all applicable Data Protection Laws and any other related Laws pertaining to the privacy of consumer, employee, and transactional information (collectively, "**Privacy Laws**"), as well as Franchisor's Standards and policies on data

protection and privacy, as such Laws, Standards, and policies may be amended throughout the Term. If Franchisee determines that there is a conflict between Franchisor's Standards and policies and then-current Data Protection Laws or Privacy Laws, Franchisee must: **(i)** comply with the requirements of the applicable law(s); **(ii)** immediately give Franchisor written notice of such conflict; and **(iii)** promptly and fully cooperate with Franchisor and its counsel in determining the most effective way, if possible, to comply with Franchisor's Standards and policies within the bounds of applicable Data Protection Laws and Privacy Laws. Franchisee agrees not to publish, circulate, implement, revise, or rescind any data privacy policy without Franchisor's prior written consent in Franchisor's sole discretion. Franchisee will not take any action that could cause Franchisor to violate any Data Protection Laws or Privacy Laws. Franchisee will indemnify Franchisor and its Affiliates for all costs and damages Franchisor may incur in connection with Franchisee's loss or compromise of Data and Guest Data or Franchisee's non-compliance with Data Protection Laws, Privacy Laws, or the Standards. If Franchisee becomes aware of any loss, theft, or compromise of Data or Guest Data, Franchisee must immediately notify Franchisor and must comply with the notice requirements of all applicable Data Protection Laws and Privacy Laws.

13. CONDEMNATION AND CASUALTY

13.1 Condemnation.

13.1.1 If the entire Hotel is taken or condemned in any eminent domain, taking, condemnation, compulsory acquisition, forced assignment, sale, or like proceeding by any competent authority for any public or quasi-public use or purpose, or if any portion is taken or condemned that in Franchisor's sole discretion makes it imprudent or unreasonable to use the remaining portion as a Brand Hotel, then this Agreement and the Other Agreements will terminate as of the date of the taking or condemnation. Franchisee will provide Franchisor with written notice within the earliest possible time, but at least within twenty (20) days of Franchisee's receipt of notice of any such proposed action. If this Agreement is terminated pursuant to this Section 13.1.1 and if Franchisee and Franchisee's Equity Owners sign a termination agreement (including a release of all Claims against Franchisor and its Affiliates), the Hotel is no longer used as an extended stay or transient lodging facility, Franchisee pays all accrued amounts and complies with all post-termination obligations, then Franchisor will waive the Termination Fee. However, Franchisor will be entitled to receive a fair and reasonable portion of any condemnation award to compensate Franchisor for its lost revenue, but not more than the amount of the Termination Fee that would have been due. If Franchisee and Franchisee's Equity Owners do not sign the termination agreement within the required time after Franchisor delivers it to Franchisee, then Franchisee will pay the Termination Fee as required by this Agreement in the same manner as required to comply with Franchisee's other post-termination obligations under this Agreement.

13.1.2 If a part of the Hotel is taken or condemned that does not, in Franchisor's sole discretion make it unreasonable or imprudent to operate the remainder as a Brand Hotel, then this Agreement and the Other Agreements will remain in effect, *force majeure* provisions will not apply, the Term will not be extended, and Franchisee will comply with all obligations under this Agreement, and Franchisee will make all alterations or modifications necessary to operate the Hotel as an approved Brand Hotel as expeditiously as possible.

13.2 Casualty.

13.2.1 Franchisee will notify Franchisor immediately if the Hotel is damaged by fire or other casualty. If the cost to repair the damage is within the insurance coverage limits required by the Standards and this Agreement, or if the cost to repair the damage exceeds those insurance limits but Franchisee notifies Franchisor immediately after the casualty that Franchisee intends to repair the damage,

then Franchisee will repair the damage promptly, *force majeure* provisions will not apply, the Term will not be extended, and Franchisee will comply with all obligations under this Agreement.

13.2.2 If the cost to repair the damage from a fire or other casualty exceeds the coverage limits required by the Standards and this Agreement and Franchisee notifies Franchisor immediately that Franchisee does not intend to repair the damage, then either Party may terminate this Agreement immediately upon written notice to the other. If this Agreement is terminated pursuant to this Section 13.2.2, the Hotel is no longer used as an extended stay or transient lodging facility, Franchisee pays all accrued amounts and complies with all post-termination obligations, and Franchisee and Franchisee's Equity Owners sign a termination agreement (including a release of Claims against Franchisor and its Affiliates), then Franchisor will waive the Termination Fee. However, Franchisor will be entitled to receive a fair and reasonable portion of any insurance proceeds to compensate Franchisor for its lost revenue, but not more than the amount of the Termination Fee that would have been due. If Franchisee and Franchisee's Equity Owners do not sign the termination agreement within the required time after Franchisor delivers it to Franchisee, then Franchisee will pay the Termination Fee as required by this Agreement in the same manner as required to comply with Franchisee's other post-termination obligations under this Agreement. If this Agreement is not terminated immediately, then Franchisee will repair the damage promptly, *force majeure* provisions will not apply, and Franchisee will comply with all obligations under this Agreement.

13.2.3 Nothing in this Section 13.2 substitutes for or reduces Franchisor's right to insurance proceeds as an additional insured.

14. TRANSFER

14.1 Transfer by Franchisor. Without prior notice to or approval by Franchisee, Franchisor has the right to transfer, delegate or assign all or any part of its rights or obligations under this Agreement or of the System to any person or legal entity. The assignee will be solely and directly responsible for all of Franchisor's obligations under this Agreement existing at or accruing after the date of such assignment. In addition, and without limiting the foregoing, without prior notice or approval by Franchisee, Franchisor may: **(i)** sell its assets; **(ii)** sell its securities in a public offering or in a private placement; **(iii)** merge with or acquire other corporations, or be acquired by another corporation; or **(iv)** undertake any refinancing, recapitalization, leveraged buy- out, or other economic or financial restructuring.

14.2 Franchisee's Ownership. Franchisee represents and warrants that Exhibit C completely and accurately identifies Franchisee's Equity Owners and their Equity Interests. Franchisee will provide, upon Franchisor's requirement, information about the identity of Franchisee's Equity Owners and their Equity Interests in such form as Franchisor may specify. So long as the following Transfers do not result in a Change of Control of Franchisee, no notice to or consent by Franchisor is required:

14.2.1 A Transfer of Equity Interests (other than those held by a Guarantor) to a transferee that immediately before and after the Transfer owns less than 10% of the Equity Interests in Franchisee; and

14.2.2 A Transfer of limited partnership interests in an investment fund formed by a sponsoring company in the business of raising capital for investment purposes, as long as such fund has at least 20 limited partners, none of which owns (immediately before or after such Transfer) 10% or more of the Equity Interests in Franchisee or directs the decisions of, or exercises any Control over, the fund or the companies in which the fund invests.

14.3 Transfer by Franchisee Requiring Notice and Consent. The rights and duties set forth in this Agreement are personal to Franchisee, and Franchisor has granted this Agreement in reliance on Franchisee's experience, business skill, financial capacity, and personal character. If Franchisee or any of Franchisee's Equity Owners wishes to Transfer this Agreement, the Hotel (or any material portion of the assets of the Hotel), or the Site, including, a direct or indirect Controlling Equity Interest in Franchisee or any Controlling Equity Owner, whether in one transaction or in a series of related transactions, and regardless of the time period over which these transfers take place, Franchisee must provide Franchisor with notice of the proposed Transfer stating the full name and identity of all of the parties to the proposed Transfer, including owners of such parties and the terms of the Transfer, together with all other related information that Franchisor requires. Within forty-five (45) days after Franchisor receives all of the information Franchisor requires, Franchisor will notify Franchisee that Franchisor either:

14.3.1 Consents to the Transfer, including any conditions that Franchisor requires in Franchisor's sole discretion, which may include:

14.3.1.1 The provision of documents, information, and representations and warranties with respect to the transferee's corporate organization, authority, and ownership;

14.3.1.2 The provision of copies of the documents by which the Transfer is being effectuated, such as the sale and purchase agreement or similar document;

14.3.1.3 The satisfaction of Franchisee's accrued monetary obligations to Franchisor and its Affiliates, including an estimate of the costs and fees not yet accumulated or invoiced;

14.3.1.4 Payment of Franchisor's then-current PIP fee by Franchisee and an agreement by the transferee to update or remodel the Hotel, replace furnishings and fixtures, and otherwise modify the Hotel so that it meets the Standards and specifications then applicable to new Brand Hotel franchisees;

14.3.1.5 A general release by Franchisee and all Equity Owners of all Claims against Franchisor and its Affiliates and the respective officers, directors, agents, and employees of Franchisor and its Affiliates; and

14.3.1.6 The submission and approval of a new application and the execution of a new Agreement by the transferee on Franchisor's then-current terms and conditions, including a conversion or relicensing plan, and the payment of Franchisor's then-current initial franchise fee.

14.3.2 Does not consent to the Transfer, in which case the Transfer would constitute a default under this Agreement. In such event, without limitation, the Agreement is subject to termination, the transferee has no right to use the System and may not operate the Hotel under the System, and Franchisee is responsible for all post-termination obligations hereunder.

14.4 Transfer Upon Death. Upon the death or mental incapacity of a person with a Controlling Equity Interest in Franchisee or one of Franchisee's Controlling Equity Owners, that person's executor, administrator, or personal representative ("**Representative**") must, within three (3) months after the date of death or mental incompetency, transfer the person's Equity Interest to a third party, subject to Franchisor's approval and the conditions set forth in Section 14.3. If the transferee is an heir or beneficiary who is a Sanctioned Person or Competitor, the Representative will have six (6) months from the date of death or mental incompetency to dispose of the interest, subject to Franchisor's approval. Franchisor may

terminate this Agreement if a transfer fails to occur in compliance with this Agreement within the required time period.

14.5 Securities Offerings and Disclosures.

14.5.1 Offering of Securities. Neither Franchisee nor any Controlling Equity Owner may, without Franchisor's written consent in Franchisor's sole discretion, offer any ownership interests or other securities in a public offering requiring a registration statement with any competent Governmental Entity or in a private placement.

14.5.2 Offering Materials. In the event of an public offering or private placement approved by Franchisor, Franchisee must obtain Franchisor's prior written approval in Franchisor's sole discretion of all disclosure documents and other written or electronic materials that Franchisee or any Equity Owner (or any agents or representative of either of them) intends to provide to any offeree or prospective purchaser of any ownership interests or other securities in Franchisee or in any Equity Owner (if that owner is an entity) if such documents or materials contain information about Franchisor or Franchisor's Affiliates, this Agreement, Franchisor's relationship with Franchisee, the Brand Hotels, or other Network Hotels (collectively "**Offering Materials**"). No Offering Materials may: **(i)** imply or state (by use of the Marks or otherwise) that Franchisor or its Affiliates are participating in such offering or placement, including participation as an underwriter, issuer, or representative of Franchisee; **(ii)** suggest that Franchisor or its Affiliates endorse the offering or agree with any financial projections; or **(iii)** otherwise contain any information about Franchisor or its Affiliates, this Agreement and the Other Agreements, Franchisor's relationship with Franchisee or the Brand Hotels or other Network Hotels that Franchisor disapproves in its sole discretion. At least fifteen (15) days prior to the effective date of such offering or placement, Franchisee shall provide Franchisor with a signed, written certification by Franchisee that Franchisee has complied with all of these requirements. By reviewing and approving the Offering Materials, Franchisor will not in any way endorse the offering or represent that Franchisee or Franchisee's Equity Owner has complied or is complying with Laws. Franchisee must pay all of Franchisor's actual costs (including, but not limited to attorneys' fees) of reviewing the proposed Offering Materials. Franchisor may require changes to the Offering Materials for the purposes specified above and may require full indemnification from Franchisee and all participants in the offering as a condition for Franchisor's consent.

14.6 Mortgages and Pledges to Lending Institutions. Subject to Sections 4.5 and Section 10.3, upon written notice to Franchisor, Franchisee may mortgage the Hotel (but not this Agreement) to a Lender, and Franchisee's Equity Owners may pledge their Equity Interests in Franchisee or any Controlling Equity Owner to a Lender, without having to obtain Franchisor's prior approval.

14.7 Transfers Requiring Notice but Not Consent. Franchisee must provide notice to Franchisor at least 20 days prior to any of the following Transfers that are not covered in Section 14.2, but no consent by Franchisor is required:

14.7.1 A Transfer of Non-Controlling Equity Interests if the following requirements are met:

14.7.1.1 Franchisee provides Franchisor with the identity of the proposed transferees and their Equity Owners, together with all other related information reasonably requested by Franchisor;

14.7.1.2 such Transfer, individually and in the aggregate, will not result in: (i) a Change of Control of Franchisee; (ii) any Person and its Affiliates that did not own a majority of the

Equity Interests in Franchisee before such Transfers collectively owning a majority of the Equity Interests in Franchisee after such Transfer; or (iii) a Transfer of all of Guarantor's Equity Interest in Franchisee;

14.7.1.3 each new Equity Owner is a Qualified Person, and Franchisee pays the then-current Assumption fees for any required background checks; and

14.7.1.4 if Franchisor requests, Franchisee will execute an amendment to this Agreement that updates the ownership information in Exhibit C and pay Franchisor's then-current Assumption fees related to such documentation, if any.

14.7.2 A Transfer of the Hotel or an Equity Interest in Franchisee to an Affiliate of Franchisee, or a Transfer of an Equity Interest in Franchisee for estate planning purposes to an immediate family member or to an entity owned by, or a trust for the benefit of, an immediate family member, in the case of each such Transfer, if the following requirements are met:

14.7.2.1 Franchisee or its Control Affiliate owns, directly or indirectly, more than 50% of the economic interests of the proposed transferee (if the transferee is an entity), and such Transfer does not otherwise result in a change of Control of Franchisee or the Hotel;

14.7.2.2 Franchisee provides the identity of the proposed transferee and its Equity Owners, documentation acceptable to Franchisor evidencing the Transfer, and all other related information reasonably requested by Franchisor;

14.7.2.3 each Guarantor acknowledges the Transfer and reaffirms its obligations under the Guaranty and, if required by Franchisor, another party acceptable to Franchisor executes a guaranty substantially identical to the form in the then-current Franchise Disclosure Document;

14.7.2.4 Franchisee is not in breach or default under this Agreement or any of the Other Agreements, or if there is a breach or default, there is an agreement to cure such breach or default;

14.7.2.5 each new Equity Owner is a Qualified Person, and Franchisee pays the then-current Assumption fees for any required background checks; and

14.7.2.6 if Franchisor requests, Franchisee and such transferee will execute any documents required by Franchisor to reflect the Transfer, and Franchisee will pay Franchisor's then-current Assumption fees related to such documentation, if any.

15. TERMINATION

15.1 **Termination After Opportunity to Cure.** Franchisor may terminate this Agreement, effective on the date stated in Franchisor's written notice (or the earliest date permitted by Law, if later), without the need to obtain the authorization of any third party or any arbitral, judicial, or administrative resolution, if:

15.1.1 Franchisee fails to pay any amounts due under or pursuant to this Agreement or any Other Agreement, and does not cure that default within ten (10) days after delivery of Franchisor's written notice;

15.1.2 Franchisee fails to do any of the following to Franchisor's satisfaction in a timely manner: **(i)** perform any of the requirements stated in the plans relating to the initial construction or

renovation of the Hotel, as applicable, by the dates required for commencement or completion of such requirements; **(ii)** begin or complete any renovation, repair, refurbishment, upgrading, or remodeling of the Hotel that Franchisor or the Standards require; or **(iii)** repair damage from a casualty in accordance with Section 13.2.1.

15.1.3 Franchisee fails to purchase or maintain insurance required by this Agreement and Franchisor elects not to force-place coverage, or Franchisor force-places coverage and Franchisee does not reimburse Franchisor as required; within ten (10) days after delivery of Franchisor's written notice; or

15.1.4 Franchisee fails to comply with any other provision of this Agreement, any Other Agreement, or the Standards and does not cure that default within thirty (30) days after delivery of Franchisor's written notice of default, unless the default is not susceptible of cure within the 30-day period, would not expose Franchisor or its Affiliates to a risk of criminal or civil liability, the default does not relate to health or safety, Franchisee is acting continuously and with all required diligence to mitigate and cure the default, and the default would not result in damage to Franchisor's business reputation or the Marks. In that event, Franchisor may in its sole discretion extend the cure period for up to sixty (60) days if Franchisee proceeds with all required diligence to complete such cure.

15.2 Immediate Termination by Franchisor. Franchisor may terminate this Agreement immediately, without giving Franchisee an opportunity to cure the default, effective upon delivery of written notice (or the earliest date permitted by Law, if later), without the need to obtain the authorization of any third party or any arbitral, judicial, or administrative resolution if:

15.2.1 Franchisee commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, of Franchisee or Franchisee's debts under any Laws relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for Franchisee or for all or any substantial part of Franchisee's property;

15.2.2 Franchisee takes any corporate or other action to authorize any of the actions set forth in Section 15.2.1;

15.2.3 Any case, proceeding, or other action against Franchisee is commenced seeking to have an order for relief entered against Franchisee as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution, of Franchisee or Franchisee's debts under any Laws relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for Franchisee or for all or any substantial part of Franchisee's property, and such case, proceeding or other action: **(i)** results in the entry of any order for relief against Franchisee which is not fully stayed within seven (7) days after entry, or **(ii)** remains un-dismissed for a period of forty-five (45) days after entry;

15.2.4 An attachment remains on all or a substantial part of the Hotel or of Franchisee's assets for thirty (30) days or more or Franchisee loses possession or right of possession of the Hotel;

15.2.5 Franchisee ceases operating the Hotel under the Marks or as a Brand Hotel, or loses possession of, or the right to possess, all or a significant part of the Hotel for any reason except as otherwise authorized or permitted in this Agreement;

15.2.6 Franchisee or any of Franchisee's Equity Owners contest in any court or proceeding Franchisor's ownership of the System or any part of it, or the validity of any of the Marks;

15.2.7 Franchisee fails to continue to identify the Hotel to the public as a Brand Hotel, or engages in any action that violates Franchisor's proprietary rights under Section 9;

15.2.8 Franchisee uses any of the Marks or other Confidential Information before Franchisor authorizes Franchisee to do so or in any manner not expressly authorized or permitted by this Agreement or in any manner injurious or prejudicial to their goodwill; or

15.2.9 Franchisee breaches its obligations pursuant to Section 11 (Insurance), 12 (Privacy, Data Protection), 17 (Indemnification), 20.8 (Corrupt Practices) or 20.9 (Sanctioned Persons);

15.2.10 Franchisor learns that Franchisee or any of Franchisee's Equity Owners is or has been convicted of a felony (or any other offense if it is likely to adversely reflect upon or affect the Hotel, the System, Franchisor, or any of Franchisor's Affiliates in any way) that was not disclosed in Franchisee's application for the Agreement;

15.2.11 Franchisee maintains false books and records of account or submits false reports or information to Franchisor;

15.2.12 Franchisee refuses to allow, or refuses to cooperate with, Franchisor's examination of the Hotel or its books and records;

15.2.13 Franchisee fails to comply with the requirements of this Agreement, Other Agreements, or the Standards on safety, security, or privacy for its guests at the Hotel, or fails to uphold the reputation of the Hotel, and the failure may significantly adversely reflect upon or affect the Hotel, the System, Franchisor, or Franchisor's Affiliates;

15.2.14 Franchisor determines that a threat or danger to public health or safety results from the construction, renovation, maintenance, or operation of the Hotel, such that an immediate shutdown of the Hotel or construction site is necessary to avoid a risk of liability or loss of goodwill to the System;

15.2.15 Franchisee **(i)** fails on three (3) or more separate occasions within any period of twelve (12) consecutive months to comply with this Agreement, Other Agreements or the Standards, whether the failures relate to the same or different obligations, and whether or not Franchisor notifies Franchisee of the number of failures or Franchisee corrects the failures; **(ii)** fails on two (2) or more separate occasions within any period of six (6) consecutive months to comply with similar obligations under this Agreement, Other Agreements or the Standards, whether or not Franchisor notifies Franchisee of the number of such failures or Franchisee corrects the failures; or **(iii)** is a related party on an Other Agreement that is terminated for breach; or

15.2.16 Franchisee (or any of its Equity Owners) makes a transfer in violation of Section 14.

15.3 Suspension, Interim Remedies.

15.3.1 Upon Franchisee's breach of this Agreement or any Other Agreement, Franchisor may do any or all of the following until Franchisee cures the breach to Franchisor's satisfaction: **(i)** suspend the Hotel from the Reservation Service and divert existing and future reservations to other Brand Hotels or Network Hotels; **(ii)** remove the Hotel from Franchisor's advertising publications and programs, or remove the Hotel's page from the Franchisor website; **(iii)** suspend or disable all or any part of the software provided to Franchisee under Other Agreements, suspend any one or more of the information technology or network

services that Franchisor provide or support under Other Agreements; **(iv)** suspend or terminate any temporary or other fee reductions, discounts or abatements; **(v)** cease providing any operational support. Franchisor may charge Franchisee and Franchisee must pay the fees, charges and costs related thereto; (**vi**) require Franchisee to engage a Management Company that Franchisor has approved in writing.

15.3.2 Franchisor's exercise of any rights in Section 15.3.1 will not constitute an actual or constructive termination of this Agreement, is in addition to Franchisor's other remedies for Franchisee's default under this Agreement, and will not waive any breach under this Agreement or any Other Agreement. If Franchisor exercises Franchisor's right not to terminate this Agreement but to implement any remedies in this Section 15.3, Franchisor may at any time after the appropriate cure period under the written notice has lapsed (if any) terminate this Agreement without giving Franchisee any additional cure period. During any suspension period, Franchisee will continue to comply with this Agreement and all Other Agreements. If Franchisor does not terminate this Agreement, Franchisee will pay any fees, costs and charges relating to reconnecting, reinstating, re-enabling and restoring the Hotel.

16. RIGHTS AND OBLIGATIONS ON EXPIRATION OR TERMINATION

16.1 De-Identification of Hotel. Upon termination or expiration of this Agreement, Franchisee shall immediately cease operating the Hotel as a Brand Hotel and cease using the System and the Marks, shall cease representing the Hotel as a Brand Hotel or affiliated with the Brand or the Network, shall pay all sums due and owing to Franchisor and its Affiliates, shall not use a confusingly similar mark or name, and shall take all other actions Franchisor requires in its sole discretion to ensure that no use is made of any part of the System and the Hotel is no longer identified as a Brand Hotel, including:

16.1.1 Ceasing to use and returning to Franchisor the Standards and all materials containing Confidential Information and bearing any of the Marks;

16.1.2 Removing all structures and items identifying the System, including all elements of the trade dress, color schemes, architecture and other distinctive features, devices, and/or items bearing the Marks or otherwise associated with the System;

16.1.3 Changing the Hotel's telephone listing;

16.1.4 Stopping and ensuring cessation of all use of the Marks and the Confidential Information wherever used, including electronic channels and systems;

16.1.5 Canceling all legal or business name registrations relating to Franchisor or the Marks, 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 Franchisee's right to use the Marks, the Brand, 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 Franchisor, irrevocably assign and transfer to Franchisor (or to Franchisor's designee) all of Franchisee's 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 Franchisee's 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 Franchisor (or Franchisor's designee), as Franchisor specifies, delete all references to Franchisor's Marks, System, Network or Brand from any Sites that Franchisee owns, maintains or operates

beyond the expiration or termination of this Agreement, and otherwise signing all documents and instruments necessary in connection with all filings related to the Marks; and

16.1.6 Permitting Franchisor's representatives to enter the Hotel on no less than two (2) business days' prior notice to conduct inspections on a periodic basis until de-identification is completed, and reimbursing Franchisor for any costs incurred performing any action that Franchisee does not timely perform.

16.2 Pay Amounts Owed. Unless otherwise provided in this Agreement, within ten (10) days after the termination or expiration of this Agreement, Franchisee must pay all amounts owed to Franchisor and Franchisor's Affiliates under this Agreement or any Other Agreement.

16.3 Liquidated Damages. Franchisee acknowledges that Franchisor will suffer damages as a result of the termination of this Agreement before the Term expires. Some of those damages include lost Royalty Fees and System Services Fees (collectively, "**Brand Damages**"). Both Parties acknowledge that Brand Damages are difficult to estimate accurately and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful. Therefore, subject to Sections 15.1 and 15.2, within ten (10) days after termination of this Agreement before the Term expires for any reason Franchisee will pay Franchisor liquidated damages (a "**Termination Fee**") in a lump sum as calculated below. If any valid law or regulation governing this Agreement limits Franchisee's obligation to pay, or Franchisor's right to receive, the Termination Fee, then Franchisee will be liable for any and all Brand Damages Franchisor incurs. If Franchisor has agreed to any temporary fee reductions or abatements, all liquidated damages calculations based on Royalty Fees shall be calculated on the full and not the reduced or abated Royalty Fees.

16.3.1 If this Agreement is terminated after the Effective Date but prior to the Hotel's Opening Date, the Termination Fee will be the number of rooms specified in Item 19 of Exhibit A multiplied by Three Thousand and 00/100 Dollars ($3,000.00).

16.3.2 If this Agreement is terminated after the Opening Date but prior to the completion of the Hotel's first (1st) Operating Year, the Termination Fee will be equal to the average monthly Royalty Fee payable in regard to the Hotel during the period from the Opening Date until the date of termination multiplied by 60 (the equivalent of 5 Operating Years).

16.3.3 If the Agreement is terminated after the first (1st) Operating Year but with more than five (5) Operating Years remaining in the Term, the Termination Fee will be equal to the Royalty Fees payable in regard to the Hotel during the twelve (12) full calendar months immediately preceding the date of termination multiplied by five (5).

16.3.4 If the Agreement is terminated with less than five (5) Operating Years remaining in the Term, the Termination Fee will be equal to the average daily Royalty Fee payable in regard to the Hotel during the twelve (12) full calendar months immediately preceding the date of termination multiplied by the number of calendar days left in the Term.

16.4 Ability to Seek Actual Damages and Attorneys' Fees.

16.4.1 If payment of the Termination Fee is not enforceable (whether partially or entirely), Franchisor may seek actual damages, with the appropriate measure being the total amount that would have been paid to Franchisor for the remainder of the Term discounted to present value.

16.4.2 In addition to the Termination Fee, Franchisor may recover attorneys' fees, court and other costs incurred in enforcing any provision of this Agreement, including in collecting any sums plus interest on all amounts due under Section 16.3, in addition to any equitable remedies available under Law.

16.4.3 Franchisee agree that the Termination Fee calculated under Section 16.3 represents the best estimate of Brand Damages arising from any termination of this Agreement before the Term expires. The Termination Fee is not a penalty but, a reasonable estimate of fair compensation for the Brand Damages Franchisor will incur because this Agreement did not continue for the Term's full length. Franchisee acknowledge that Franchisee's payment of the Termination Fee is compensation only for the Brand Damages and is in addition to Franchisee's obligation to comply strictly with Franchisee's post-termination obligations.

16.5 Survival. Covenants, obligations, and agreements that by their terms or by implication are to be performed after the termination or expiration of the Term shall survive termination or expiration of this Agreement.

17. INDEMNIFICATION

17.1 Indemnification by Franchisee. Independent of and in addition to Franchisee's obligation to procure and maintain insurance, Franchisee will indemnify, defend, protect and hold harmless to the fullest extent permitted by law Franchisor and each of Franchisor's Affiliates (and each of their past, present, or future directors, officers, servants, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives, past or present) (collectively, the "**Indemnitees**") against any demand, inquiry (formal or informal), investigation, action, suit, Claim or charge asserted, including in any judicial, arbitration, mediation, alternative dispute resolution, administrative, debtor or creditor proceeding, bankruptcy, insolvency, or similar proceeding, losses, costs (including legal or attorneys' fees, litigation costs, investigation fees and costs, and settlement payments), liabilities (including employment liabilities, bodily injury, death, property damage and loss, personal injury and mental injury), fines, penalties, interest, and damages of every kind and description, including allegations of negligence by such Persons (or anyone associated or affiliated with Franchisee or the Hotel, including owners, officers, directors, agents or contractors), whether or not a formal proceeding has been instituted, arising from or related to Franchisee, the Hotel, the Site, this Agreement or an Other Agreement, including without limitation: **(i)** any claimed occurrence at or related to the Hotel (including, the construction, renovation, upgrading, alteration, remodeling, repair, operation, ownership or Franchisee of the Hotel or the Site or of any other business conducted on, related to, or in connection with the Hotel or the Site); **(ii)** the unauthorized use of the Marks; **(iii)** violation of Law, **(iv)** any payment Franchisee makes or fails to make, **(v)** any breach or violation of Law, **(vi)** any act, error or omission (active or passive), or (**vii**) all costs and fees the Indemnitees incur with regard to actions, Claims, notices or proceedings involving Franchisee, Franchisee's Affiliates, (and each of their past, present, or future directors, officers, servants, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives, past or present), including without limitation participation in such actions, Claims, notices or proceedings by responding to discovery requests, by making an appearance as a witness, or otherwise (collectively, an "**Indemnified Claim**"). Franchisee assumes full responsibility and liability for and agrees to release the Indemnitees from and against any Indemnified Claim, regardless of when in the future sustained and whether or not caused or contributed to by the negligence of Indemnitees. Franchisee agrees to give Franchisor written notice of any suit, judicial or administrative investigation, proceeding or any

other event that could be the basis for an Indemnified Claim within three (3) days after Franchisee first becomes aware of it. Franchisee will indemnify, defend, protect and hold harmless the Indemnitees for any Indemnified Claim upon demand, and Franchisee's obligations are not conditioned upon and shall not be delayed by the pendency of any legal process or final resolution of any Indemnified Claim. At Franchisor's election in Franchisor's sole discretion, Franchisee will defend the Indemnitees against the Indemnified Claim and will reimburse Indemnitees upon demand. Franchisor may control the defense of any Indemnified Claim at Franchisee's cost (including the right to select counsel or defend or settle any Indemnified Claim). Franchisor may, at any time, offer, order, consent or agree to settlements or take any other remedial or corrective actions with respect to any Indemnified Claim. Franchisor reserves the right to approve any resolution or course of action in regard to an Indemnified Claim. None of the Indemnitees are required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification. The failure by any Indemnitee to pursue recovery from third parties or mitigate loss will not reduce the amounts recoverable from Franchisee. Franchisee agrees that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by Franchisor or any of the other Indemnitees from Franchisee. Franchisee agrees and understands that Franchisor and its Affiliates shall not, nor shall they have the obligation to, indemnify or hold Franchisee harmless from and against any action or Claim by any third party based upon Franchisor's or Franchisor's Affiliates' exercise of any of its rights in accordance with the terms of this Agreement.

17.2 Limitation of Liability. To the maximum extent permitted by law, Franchisee acknowledges and agrees that except as provided under an applicable guarantee of performance, or express statutory liability for such conduct, none of the Indemnitees will have any liability for **(i)** any obligations or liabilities relating to or arising from this Agreement, **(ii)** any Claim based on, in respect to, or by reason of, the relationship between Franchisee and Franchisor, or **(iii)** any Claim based on any of Franchisee's alleged unlawful act or omission. For avoidance of doubt, this provision constitutes an express waiver of any Claims based on the theory of vicarious liability.

17.3 Survival of Provisions. This Section 17 will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

18. RELATIONSHIP OF THE PARTIES

18.1 Independent Contractor. Franchisee is an independent contractor. Nothing in this Agreement, or in the conduct of the Parties hereunder, creates a fiduciary relationship or other special relationship or makes either Party a general or special agent, legal representative, joint venture, partner, or employee of the other for any purpose. Franchisee acknowledges and agrees that Franchisor and Franchisee are not, and do not intend to be, partners, associates, or joint employers in any way, and Franchisor shall not be construed to be jointly liable for any of Franchisee's acts or omissions under any circumstances. Although Franchisor retains the right to establish and modify the System that Franchisee must follow, Franchisee retains all sole and direct responsibility for the day-to-day management and operation of its business and for implementing and maintaining the Standards at the Hotel. To the extent the Standards or any other guidance, policies, or procedures from Franchisor might apply to Franchisee's employees, such Standards, guidance, policies, and procedures are provided for informational purposes only and are not mandatory, and Franchisee must determine to what extent, if any, they apply to its operation of the Hotel. Franchisee acknowledges and agrees that it is solely and directly responsible for labor and employment matters for Franchisee's employees, including without limitation for dictating terms and conditions of employment, training, wages, benefits, promotions, hirings and terminations, vacations, safety, work schedules, and specific tasks. If Franchisee comprises two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges

and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities. Franchisor has no relationship with Franchisee's employees, and Franchisee has no relationship with Franchisor's employees.

18.2 Notices to Public Concerning Independent Status. Franchisee will take any actions that Franchisor requires in its sole discretion to minimize the chance of a Claim being made against Franchisor or its Affiliates for any occurrence at the Hotel, or for any acts, omissions, or obligations of Franchisee or anyone affiliated with Franchisee or the Hotel. Franchisee will communicate with Hotel staff in employment agreements, manuals, handbooks, and other materials that the Manager, and not Franchisor or its Affiliates, is the employer of all Hotel staff. All contracts for the Hotel's operations and services at the Hotel will be in Franchisee's name or in the name of Franchisee's Management Company. Franchisee will not enter into or sign any contracts in Franchisor's name or any of Franchisor's Affiliates' names or use the Marks or any acronyms or variations of the Marks. Franchisee will disclose in all dealings with the public and Franchisee's employees, agents, contractors, suppliers and other third parties that: **(a)** Franchisee is the Hotel's owner; **(b)** Franchisee is an independent entity; **(c)** Franchisee is the employer, principal, or contracting party (as applicable); and **(d)** Franchisor and its Affiliates are not responsible for Franchisee's liabilities or debts in any manner whatsoever.

18.3 Business Judgment. The Parties recognize and agree, and any mediator or judge is affirmatively advised, that certain provisions of this Agreement describe Franchisor's rights to take (or refrain from taking) certain actions in the exercise of Franchisor's sole discretion. The fact that any particular Brand Hotel did or did not benefit from any action or decision, or that another reasonable alternative was available, does not mean that Franchisor failed to exercise properly its business judgment. Where such judgment has been exercised by Franchisor, neither a mediator, nor a judge, nor any trier of fact, shall substitute his, her or their judgment for the judgment so exercised by Franchisor.

19. GOVERNING LAW, INTERIM RELIEF, COSTS OF ENFORCEMENT, WAIVERS

19.1 Governing Law. This Agreement, and all issues arising from or relating to this Agreement, shall be interpreted and construed under the laws of North Carolina and under any applicable federal Laws, regardless of any conflict-of-laws principles. If any provision of this Agreement would be unenforceable under North Carolina law at the time a Claim is initiated, and the Hotel is located outside of North Carolina, then that provision shall be interpreted and construed under the laws of the state in which the Hotel is located. By this choice of law, the Parties do not intend to subject this Agreement to any franchise or similar law, rule, or regulation to which this Agreement would not otherwise be subject.

19.2 Arbitration. Except as otherwise specified in this Agreement and for Claims for indemnification under Section 17, any controversy or Claim arising out of or relating to this Agreement or any Other Agreements, or the breach of this Agreement or any Other Agreements, including any Claim that this Agreement or any part of this Agreement or any related agreements is invalid, illegal, or otherwise voidable or void, as well as any Claim that Franchisor violated any laws in connection with the execution or enforcement of this Agreement or any Other Agreements and any Claim for declaratory relief, will be sent to final and binding arbitration in the state of North Carolina before either the American Arbitration Association, J.A.M.S., or National Arbitration Forum in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including its rules for emergency measures of protection, except to the extent that the Commercial Rules of the American Arbitration Association may be interpreted to require Franchisee or Franchisor to produce documents, witnesses, or information at a time other than at a hearing on the Claim without our mutual consent.

19.2.1 The parties agree that the Federal Arbitration Act applies to the interpretation and enforcement of this Section 19 and the arbitrator and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Disputes relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate. The arbitrator shall also be responsible for determining all threshold arbitrability issues relating to whether the terms are unconscionable or illusory and any defense to arbitration, including waiver, delays, laches or estoppel. In the event more than one demand for arbitration is filed in connection with this Agreement or any related agreements, the demand filed with the American Arbitration Association, J.A.M.S., or National Arbitration Forum office having jurisdiction over North Carolina proceedings shall take precedence, and any other demand shall be withdrawn and presented in the North Carolina filing.

19.2.2 The arbitrator will apply the substantive laws of North Carolina without reference to its conflict of laws provision. In the event the arbitrator determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then Franchisee agrees to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated under this Section 19.2**.** The decision of the arbitrator will be final and binding on the parties and will be enforceable in any courts having jurisdiction. The arbitrator will have no authority to amend or modify the terms of this Agreement. The arbitrator will have the right to award or include in its award any relief it deems proper, including money damages and interest on unpaid amounts, specific performance and legal fees and costs in accordance with this Agreement; however, the arbitrator may not award punitive, consequential or exemplary damages in violation of Section 19.4 or those related to misuse of Franchisor's Marks and/or intellectual property. The costs and expenses of arbitration will be allocated and paid by the parties as determined by the arbitrator.

19.2.3 Judgment on the arbitration award may be entered in any court having jurisdiction. If any party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party, notwithstanding its failure to appear. Any arbitration will be conducted at Franchisor's headquarters office in North Carolina and the parties agree that any state laws attempting to prohibit arbitration in North Carolina are pre-empted by the Federal Arbitration Act. Nothing in this Section 19.2 will be construed as requiring Franchisee or Franchisor to make a Claim in arbitration before exercising any rights Franchisee or Franchisor may have to give notice of default or termination in accordance with the terms of this Agreement or any related agreements.

19.3 Injunctive Relief. Notwithstanding anything to the contrary contained in this Section, Franchisee recognizes the uniqueness attached to the System and the Marks and that Franchisee's noncompliance with the terms of this Agreement, or Franchisee's unauthorized or improper Franchisor of the System or the Marks, will cause Franchisor irreparable damage. As such, in a proper case, Franchisor will be entitled to injunctive or other equitable relief, in any court of competent jurisdiction without being required to prove the inadequacy of money damages as a remedy, to post a bond or to waive any other rights or remedies at law or in equity. Franchisee acknowledges that a proper case to obtain temporary restraining orders and temporary or permanent injunctive relief from a court of competent jurisdiction shall include, but not be limited to, the following:

19.3.1.1 Any Dispute involving actual or threatened disclosure or misuse of the contents of the Standards Manual or any other Confidential Information or trade secrets of the Franchisor;

19.3.1.2 Any Dispute involving the ownership, validity, use of, or right to license the Marks;

19.3.1.3 Any action by Franchisor to enforce the covenants set forth in Section 9 and Section 11 of this Agreement; and

19.3.1.4 Any action by Franchisor to stop or prevent any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the Hotel. The provisions of this Section are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

19.4 WAIVER OF PUNITIVE DAMAGES. FRANCHISEE HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES AGAINST FRANCHISOR AND ITS AFFILIATES AND WILL BE LIMITED TO RECOVERY OF ACTUAL DAMAGES SUSTAINED TO WHICH FRANCHISEE MIGHT BE ENTITLED.

19.5 WAIVER OF JURY TRIAL. THE PARTIES HEREBY IRREVOCABLY WAIVE TRIAL BY JURY OF ANY ACTION OR PROCEEDING, AT LAW OR IN EQUITY, BROUGHT BY EITHER AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN THE ACTION OR PROCEEDING.

19.6 WAIVER OF CLASS ACTIONS. NEITHER FRANCHISOR NOR FRANCHISEE SHALL SEEK TO LITIGATE OR ARBITRATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY, ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO ARBITRATION OR OTHER ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISOR AND FRANCHISEE AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISOR OR FRANCHISEE UNLESS BOTH FRANCHISOR AND FRANCHISEE CONSENT IN WRITING. FRANCHISOR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND FRANCHISOR OR ANY AFFILIATE OF FRANCHISOR WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

19.7 Jurisdiction. Franchisee expressly and irrevocably submits to the non-exclusive jurisdiction of the courts of the State of North Carolina for the purpose of any Disputes that are not required to be subject to arbitration under Section 19.2.

20. MISCELLANEOUS.

20.1 Entire Agreement. This Agreement, together with any agreements to be executed and delivered pursuant to this Agreement and appendices hereto (including the Other Agreements and the Standards), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and writings between the Parties. However, nothing in

this Agreement is intended to disclaim any representations made to Franchisee in the Franchise Disclosure Document furnished by Franchisor to Franchisee. This Agreement may not be modified except by an instrument in writing executed and delivered by both Parties. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which constitute one and the same instrument. Delivery of an executed signature page by electronic transmission is as effective as delivery of an original signed counterpart. By entering into this Agreement, Franchisee expressly consents to transact business with Franchisor electronically and that, consistent with the Uniform Electronic Transactions Act, and all other applicable state and federal laws, this Agreement may be executed by electronic signatures. The parties to this Agreement agree that the parties' electronic signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures and an electronically signed version of this Agreement shall constitute an original for all purposes.

20.2 Severability. The language of all provisions of this Agreement shall be construed according to its fair meaning, but in no event shall it be presumed that such language is to be construed against the drafter. If any provision of this Agreement shall be determined to be void, illegal, or unenforceable under applicable Law, all other provisions of this Agreement will continue in full force and effect. However, if in Franchisor's judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to Franchisor, then Franchisor may at any time terminate this Agreement by written notice to Franchisee without penalty or compensation. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisee is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

20.3 Interpretation. Headings of Sections are for convenience and are not to be used to interpret the Sections to which they refer. All Exhibits and Schedules to this Agreement are incorporated by reference. Words indicating the singular include the plural and vice versa as the context may require. References to days, months, and years are all calendar references unless otherwise specified. Franchisor and Franchisee intend that this Agreement excludes all implied terms to the maximum extent permitted by applicable Law. References that a Person "will" do something mean the Person has an obligation to do such thing. References that a Person "may" do something mean a Person has the right, but not the obligation, to do so. References that a Person "may not" or "will not" do something mean the Person is prohibited from doing so. Examples used in this Agreement and references to "includes" and "including" are illustrative and not exhaustive. Except as otherwise provided in this Agreement, any approval or consent required under this Agreement will not be effective unless it is in writing and signed by the duly authorized officer or agent of the party giving such approval or consent. Franchisor will not be liable for: **(i)** providing or withholding any approval or consent; **(ii)** providing any suggestion to Franchisee; **(iii)** any delay; or **(iv)** denial of any request. In no event may Franchisee make any Claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld, delayed and/or denied any consent or approval under this Agreement. Franchisee waives any such Claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. This Agreement is binding on the Parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest. Nothing in this Agreement will be deemed to confer any rights or remedies on any person or legal entity not a Party hereto, other than successors and assigns for any Party to this Agreement whose interest are assigned in accordance with its terms and intended third party beneficiaries.

20.4 *Force Majeure*. The obligations of Franchisor to perform any specific covenant under this Agreement within a specified time shall be extended for a period of time equivalent to the period of delay

caused by *Force Majeure* (except to the extent otherwise specified herein). If at any time during the Term Franchisee cannot operate the Hotel in accordance with this Agreement due to *Force Majeure*, or if it becomes necessary, in Franchisor's opinion, to cease operation of the Hotel in order to protect the Hotel or the health, safety, and welfare of Hotel guests or Hotel employees due to the occurrence of a *Force Majeure* event, then, subject to Sections 13.1 and 13.2, Franchisee will upon Franchisor's requirement close and cease or partially cease operation of all or any part of the Hotel as necessary based on the occurrence of the *Force Majeure* event, reopening and recommencing operation of the Hotel when Franchisee certifies to Franchisor for Franchisor's approval that operations can be reopened and recommenced pursuant to the Laws and without jeopardy to the Hotel, Hotel guests, Hotel employees, or the goodwill of the Marks.

20.5 No Third-Party Beneficiary. Except for the Indemnitees, there are no third-party beneficiaries to this Agreement.

20.6 Waiver. All modifications, waivers, approvals and consents of or under this Agreement by Franchisor must be in writing and signed by Franchisor's authorized representative to be effective. Franchisor will not be deemed to have waived any right reserved by this Agreement by virtue of any custom or practice of the Parties at variance with said reserved right; any failure, refusal, or neglect by Franchisor to exercise any right under this Agreement, or to insist upon exact compliance by Franchisee with its obligations hereunder; any waiver, forbearance, delay, failure, or omission by Franchisor to exercise any right, whether of the same, similar, or different nature, with respect to Franchisee; or the acceptance by Franchisor of any payments due from Franchisee after any breach of this Agreement. The failure or delay of Franchisor to insist on strict performance of any of the terms of this Agreement, or to exercise any right or remedy, will not be a waiver of future performance of that provision beyond the waiver and/or any other provision of this Agreement. If Franchisee fails to notify Franchisor in writing of an alleged misrepresentation, violation of law, deficiency, or breach of this Agreement within one (1) year from the date Franchisee has knowledge of, believes, determines, or is of the opinion that there has been a misrepresentation, violation of law, deficiency, or breach by Franchisor, then the alleged misrepresentation, violation of law, deficiency, or breach will be considered waived.

20.7 Notices. Notices under this Agreement must be in writing and delivered personally or mailed by overnight or express delivery service or by certified mail to the other Party. Notices to Franchisor must be delivered to the address stated in Item 3 of Exhibit A. Notices to Franchisee may be delivered to the address stated in Item 5 of Exhibit A or by posting on the System or by similar technology and Franchisee consents to receipt of notice by such methods.

20.8 Corrupt Practices. Neither Franchisee, nor any person acting for or on behalf of Franchisee, may: **(i)** make any expenditure for any unlawful purposes in the performance of its obligations under this Agreement or in connection with its activities in relation thereto; or **(ii)** bribe or offer to bribe any government official, any political party or official thereof, or any candidate for political office, for the purpose of influencing any action or decision of such person in their official capacity or any Government Entity of any jurisdiction, or for any other reason, or any third party whomsoever. Franchisee, and any person acting on behalf of Franchisee, shall comply with all applicable Anti-Corruption Laws and anti-money laundering laws and regulations in connection with the performance of this Agreement (including without limitation in the construction, development, opening, and operation of the Hotel).

20.9 Sanctioned Persons. Franchisee represents and warrants to Franchisor that as of the Effective Date, and Franchisee covenants throughout the Term, that Franchisee, Franchisee's directors, officers, senior management, shareholders, and Controlling Equity Holders are not (and will not be), and are not (and will not be) owned or controlled by, or acting on behalf of, any Sanctioned Persons. Franchisee

will notify Franchisor in writing immediately upon the occurrence of any event which would render the foregoing representation, warranty and covenant incorrect. If any event occurs that would causer Franchisee to be in breach of the foregoing representation, warranty and covenant, Franchisor may terminate this Agreement immediately upon written notice to Franchisee.

20.10 Franchisee's Representations and Warranties. Franchisee represents, warrants, covenants, agrees and acknowledges to Franchisor as follows:

20.10.1 Hotel Lease. If the Hotel (or the Site) is subject to a lease, **(i)** Landlord is the sole Landlord of the Hotel (or the Site); **(ii)** the Hotel (or the Site) is leased to Franchisee under a lease between Franchisee and Landlord; and **(iii)** Franchisee has all rights and authority relating to the Hotel (or the Site) for the performance of Franchisee's obligations under this Agreement. If the lease provides for Landlord to perform any of Franchisee's obligations under this Agreement, Franchisee will cause Landlord to perform such obligations as required under the Agreement. The existence of the lease and its terms that require Landlord to perform Franchisee's obligations are not an assignment of such obligations to Landlord and do not relieve Franchisee of any obligation under this Agreement. The lease will not limit or restrict Franchisor's rights or remedies under this Agreement in any way.

20.10.2 NO RELIANCE. IN ENTERING THIS AGREEMENT, FRANCHISEE DID NOT RELY ON ANY PROMISES, REPRESENTATIONS, WARRANTIES, OR AGREEMENTS RELATING TO THE FRANCHISE, THE HOTEL, THE SITE, OR THE SYSTEM, THAT WERE NOT CONTAINED IN THIS AGREEMENT. FRANCHISEE HAS INDEPENDENTLY INVESTIGATED THE RISKS OF OPERATING THE HOTEL UNDER THE BRAND, INCLUDING CURRENT AND POTENTIAL MARKET CONDITIONS AND COMPETITIVE FACTORS AND RISKS, AND HAS MADE AN INDEPENDENT EVALUATION OF ALL SUCH MATTERS AND REVIEWED FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT, IF APPLICABLE.

20.10.3 BUSINESS RISK. FRANCHISEE AGREES THAT: **(i)** THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES SUBSTANTIAL RISK AND IS A VENTURE WITH WHICH FRANCHISEE HAS RELEVANT EXPERIENCE; AND **(ii)** FRANCHISEE'S SUCCESS IS LARGELY DEPENDENT ON FRANCHISEE'S ABILITY AS AN INDEPENDENT BUSINESS OWNER. FRANCHISOR DISCLAIMS MAKING OF, AND FRANCHISEE AGREES IT HAS NOT RECEIVED, ANY INFORMATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SUCCESS OF SUCH BUSINESS VENTURE. IF, PRIOR TO THE EFFECTIVE DATE, FRANCHISOR HAS FURNISHED ANY HISTORICAL PERFORMANCE DATA OR PROJECTIONS WITH RESPECT TO THE HOTEL IN CONNECTION WITH THE POSSIBILITY OF FRANCHISOR OR ITS AFFILIATES MANAGING THE HOTEL (AS OPPOSED TO GRANTING A FRANCHISE TO FRANCHISEE), FRANCHISEE ACKNOWLEDGES AND AGREES THAT SUCH DATA AND PROJECTIONS ARE NOT APPLICABLE TO A FRANCHISED BRAND HOTEL AND THAT IT HAS NOT RELIED THEREON IN ENTERING INTO THIS AGREEMENT. FRANCHISOR WILL NOT INCUR ANY LIABILITY FOR ANY ERROR, OMISSION, OR FAILURE CONCERNING ANY ADVICE, TRAINING, OR OTHER ASSISTANCE FOR THE HOTEL PROVIDED TO FRANCHISEE, INCLUDING FINANCING, DESIGN, CONSTRUCTION, RENOVATION, OR OPERATIONAL ADVICE.

20.10.4 DISCLOSURE. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTOOD THIS AGREEMENT, THE FRANCHISE DISCLOSURE DOCUMENT, AND THE OTHER AGREEMENTS, AND THAT FRANCHISEE HAS HAD

SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH FRANCHISEE'S ADVISORS ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT. FRANCHISEE HAS HAD AN OPPORTUNITY TO NEGOTIATE THIS AGREEMENT.

20.10.5 HOLDING PERIODS. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE RECEIVED A COPY OF THIS AGREEMENT, ITS ATTACHMENTS (INCLUDING ANY ADDITIONS OR DELETIONS UNILATERALLY MADE BY FRANCHISOR) AND OTHER AGREEMENTS, IF ANY, AT LEAST SEVEN (7) DAYS BEFORE THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED. FRANCHISEE FURTHER ACKNOWLEDGES THAT FRANCHISEE RECEIVED THE FRANCHISE DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) DAYS BEFORE THE DATE ON WHICH FRANCHISEE EXECUTED THIS AGREEMENT OR MADE ANY PAYMENT TO FRANCHISOR OR ANY AFFILIATE IN CONNECTION WITH THE PURCHASE OF THE FRANCHISE.

20.10.6 DISCLOSURE EXEMPTION. NOTWITHSTANDING FRANCHISEE'S ACKNOWLEDGMENT IN SECTION 20.10.5, FRANCHISEE REPRESENTS AND ACKNOWLEDGES THAT: **(i)** THIS FRANCHISE SALE IS FOR MORE THAN ONE MILLION TWO HUNDRED THIRTY-THREE THOUSAND U.S. DOLLARS ($1,233,000) (EXCLUDING THE COST OF UNIMPROVED LAND AND ANY FINANCING RECEIVED FROM FRANCHISOR OR ITS AFFILIATES); AND **(ii)** FRANCHISEE AND ITS AFFILIATES HAVE BEEN IN BUSINESS FOR AT LEAST FIVE (5) YEARS AND HAVE A NET WORTH OF AT LEAST SIX MILLION ONE HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED U.S. DOLLARS ($6,165,500). THUS, THIS FRANCHISE SALE IS EXEMPTED FROM THE FEDERAL TRADE COMMISSION'S FRANCHISE RULE DISCLOSURE REQUIREMENTS PURSUANT TO 16 CFR 436.8(a)(5)(i) and 16 CFR 436.8(a)(5)(ii).

20.10.7 Additional. Franchisee and the persons signing this Agreement for Franchisee have full power and authority and have been duly authorized, to enter into and perform or cause performance of Franchisee's obligations under this Agreement. Franchisee has obtained all necessary approvals of Franchisee's owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Hotel exists other than this Agreement. Franchisee's execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which Franchisee or any of Franchisee's Equity Owners is a party or is subject or to which the Hotel is subject. Neither Franchisee nor the Hotel is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date Franchisee executes this Agreement and was not within the three years preceding such date. Neither general economic downturn or conditions nor Franchisee's own financial inability to perform the terms of this Agreement will be a defense to an action by Franchisor or Franchisor's Affiliates for Franchisee's breach of this Agreement. All written information Franchisee has submitted or will submit to Franchisor about the Hotel, Franchisee, Franchisee's owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between Franchisor and Franchisee except as expressly stated in this Agreement. With the exception of Claims related to representations contained in the franchise disclosure document for the Brand, Franchisee, on Franchisee's own behalf and on behalf of, as applicable, Franchisee's officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby release, remise, acquit and forever discharge Franchisor and Franchisor's Affiliates and Franchisor's and Affiliates' 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 Franchisor and Franchisee before the Effective Date of this Agreement. This release will survive the termination of this Agreement.

20.11 Exercise of Rights. Except as otherwise expressly provided herein, the rights of the Parties hereto are cumulative, and no exercise or enforcement by either Party of any right or remedy hereunder will preclude the exercise or enforcement of any other right or remedy which such Party is entitled to enforce by law. Franchisor may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. Once a termination or expiration date for this Agreement has been established in accordance with the provisions of this Agreement, Franchisor may cease accepting reservations through the Reservation Service for any person(s) seeking to make a reservation for a stay on any date including or following the termination or expiration of this Agreement. Franchisor may notify third parties, including those who have made reservations at the Hotel, that the Hotel is no longer associated with the System. Franchisor may also, without prior notice enter the Hotel and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation Service, all copies of the Standards, the Standards Manual, Confidential Information, equipment and all other personal property of Franchisor.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:	**FRANCHISEE**:
ESH STRATEGIES FRANCHISE LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

KEY TERMS

1. Effective Date (Preamble):	[DATE, MONTH, YEAR]
2. Franchisor:	ESH Strategies Franchise LLC
3. Franchisor Address for Notices:	ESH Strategies Franchise LLC 13024 Ballantyne Corporate Place, Suite 1000 Charlotte, NC 28277 Attn: General Counsel
4. Franchisee:	
5. Franchisee's Address for Notices:	_____ _____ _____ _____ Attn:
6. Site:	[Insert Address]
7. Term (Section 2):	The Term of this Agreement shall commence on the Effective Date and expire on the Twentieth (20th) anniversary of the Opening Date of the Hotel.
8. Initial Franchise Fee (Section 3.1):	$50,000.00 [$_____collected upon execution of this Agreement] OR [$2,000 credited from Pre-Opening PIP Fee previously collected] [$_____ credited from Development Fee previously collected]
9. Royalty Fee(s) (Section 3.2):	Five and one half percent (5.5%) of Gross Room Revenue.
10. System Services Fee(s) (Section 3.3):	Four and one half percent (4.5%) of Gross Room Revenue.
11. Construction Commencement Date (Section 4.3.1):	[DATE, MONTH, YEAR]
12. Renovation Commencement Date (Section 4.3.1):	[DATE, MONTH, YEAR]
13. Construction Completion Date (Section 4.3.1):	[DATE, MONTH, YEAR]

14. Renovation Completion Date (Section 4.3.2):	[DATE, MONTH, YEAR]
15. Opening Deadline (Section 4.4):	[DATE, MONTH, YEAR]
16. Management Company (Section 5.1):	
17. Landlord (Section 5.10):	
18. Brand	EXTENDED STAY AMERICA SUITES®
19. Initial Number of Approved Guest Rooms:	
20. Lease Provisions:	
21. Additional Provisions:	

EXHIBIT B

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 the **(i)** the United Nations Convention Against Corruption; **(ii)** the U.S. Foreign Corrupt Practice Act, available in many languages at http://www.jFranchisortice.gov/criminal/fraud/fcpa/statutes/regulations.html, 15 U.S.C. § 78m, 78dd-l, 78dd-2, and 78dd-3; (iii) the Organization For Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (and related implementing legislation); **(iv)** the relevant common law or legislation from time to time in force in England and Wales, including the Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001, the Criminal Law Act 1977, and The Bribery Act 2010; and **(v)** any anti-bribery, anti-corruption, anti-money laundering, books and records and internal controls provisions in the criminal, anti-competition, anti-bribery and/or anti-corruption laws of the jurisdiction in which Franchisee operate; together with any amending, consolidating or successor legislation or case law which has effect from time to time in the relevant jurisdiction.

"**Brand**" means the brand name set forth in Item 18 of Exhibit A but specifically excluding other brands or names of Franchisor or any affiliate whether or not using the mark Extended Stay America alone or with another designation (such as "Premier Suites") or otherwise.

"**Brand Damages**" has the meaning set forth in Section 16.3.

"**Brand Hotel**" means hotels operating under the System using the Brand.

"Change of Control" means the sale of all or substantially all of the assets of a Party, any merger, consolidation or acquisition of a Party with, by, or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock or ownership units of a Party in one or more related transactions.

"Claim" means any demand, inquiry, investigation, action, claim or charge asserted, including in any judicial, arbitration, administrative, debtor or creditor proceeding, bankruptcy, insolvency, or similar proceeding.

"**Comfort Letter Party**" has the meaning set forth in Section 4.5.

"**Competitor**" means any Person (including Franchisee, Franchisee's Affiliates, and Franchisee's Equity Owners) that: **(i)** has Control over a lodging franchisor or branded hotel management company; **(ii)** has an Affiliate of such a Person described in (i); or **(iii)** is an officer or director of such Persons identified in (i) or (ii) or of a lodging franchisor or branded hotel management company.

"Confidential Information" means **(i)** the Standards, System, Network and Website, **(ii)** documents, proprietary information, or trade secrets approved for the System or used in site selection, design, construction, renovation or operation of the Hotel, (in) any marketing, reservations, quality assurance, guest loyalty and satisfaction, training, technology or other systems, services or programs developed for the System; **(iii)** knowledge of specifications for and suppliers of Supplies and other products and supplies that are identified with Brand Hotels and/or other Network Hotels; **(iv)** Data, Guest Data and other information contained in, relating to, or arising from use of the Reservation Service; **(v)** any other knowledge, trade secrets, business information or know-how or other proprietary information obtained or generated **(a)** through Franchisee's use of the System or the operation of the Hotel that Franchisor deem confidential or **(b)** under any Other Agreements.

"**Control**" (and any form thereof, such as "**controlling**" or "**controlled**") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or 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.

"**Data**" means all information used or generated in the operation of the Hotel, including Operating Revenue, Gross Room Revenue, Guestroom occupancy rates, reservation data and other information, including information required by Franchisor in Franchisor's sole discretion in connection with Franchisor's marketing, reservations, guest loyalty and satisfaction and other programs, systems, processes, functions, purposes or requirements.

"**Data Protection Laws**" means all laws related to data security, breach notification, and data privacy and contractual obligations in the United States, and any requirements of the payment card processing industry including, without limitation, Payment Card Industry Data Security Standards.

"days" any reference to days in the Agreement shall mean calendar days.

"**Dispute**" means any disagreement, controversy, or Claim relating to or arising out of the Franchise Agreement and/or any Other Agreement(s), the relationship created by the Franchise Agreement and/or the Other Agreement(s), or the validity or enforceability of the Franchise Agreement and/or any Other Agreement(s).

"**Effective Date**" has the meaning defined in the preamble to this Agreement and set forth in Item 1 of Exhibit A.

"**Equity Interest**" means all forms of ownership, membership, stock or partnership interests in legal entities or property, both legal and beneficial, voting and non-voting, including stock interests, partnership interests, limited liability company interests, joint tenancy interests, leasehold interests, proprietorship interests, trust beneficiary interests, proxy interests, power-of-attorney interests, and all options, warrants, and any other forms of interest evidencing direct or indirect ownership or Control.

"**Equity Owner**" means each Person that has a legal or beneficial Equity Interest in Franchisee (or another entity, if so indicated). Franchisee's Equity Owners as of the Effective Date are set forth on **Exhibit C**.

"FF&E" means furniture, fixtures, and equipment.

"***Force Majeure***" means performance being rendered impossible or impracticable by virtue of any Act of God, acts of government, strikes or lockouts (other than those limited exclusively to the Hotel), acts of a public enemy, acts of terrorism, blockades, wars, insurrections or riots, epidemics, landslides, fires, storms, floods, explosions, or other similar causes that are unforeseeable and beyond control.

"**Franchise Disclosure Document**" means that certain document that Franchisor provides to prospective franchisees of Brand Hotels as required by the trade regulation rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising".

"Franchisee" has the meaning defined in the preamble to this Agreement and set forth in Item 4 of Exhibit A.

"**Franchisor**" has the meaning defined in the preamble to this Agreement and set forth in Item 2 of Exhibit A.

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

"Gross Room Revenue" when used in the Agreement shall mean revenues attributable to or payable for the use or occupancy of the Guestrooms at the Site, including barter and credit transactions (before commissions and discounts for payment cards), whether or not collected, revenue derived from the redemption of points or rewards under loyalty programs, amounts attributable to meals where the room rate includes meals, mandatory guest fees, group booking rebates or commissions, proceeds from any business interruption insurance or other loss of income insurance applicable to loss of revenues due to the non-availability of rooms, and proceeds for guaranteed no-show revenue and other cancellation fees which are collected, and any miscellaneous fees charged to all guests regardless of the accounting treatment of such fees, but excluding sales taxes, room taxes or other taxes collected by Franchisee from customers for transmittal to appropriate taxing authorities. Gross Room Revenue shall also exclude revenue derived from vending, laundry exchange, and laundry machines. Subject to the foregoing, Gross Room Revenue shall be accounted for in accordance with the Uniform System of Accounts for The Lodging Industry, Eleventh Revised Edition, 2014 (the "**2014 11th Edition**"), as published by the Hotel Association of New York City, Inc., except as otherwise provided in the accounting procedures set forth in the Standards; subject, however, to the right of Franchisor to designate any subsequent edition or to designate an alternative accounting system.

"**Groundbreaking**" means the date that footings are poured (or the equivalent thereof) at the Site.

"**Guest Data**" means information collected from and about current and prospective Hotel guests and customers, including: **(i)** their personally identifiable information (including without limitation name, birth date, mailing addresses, phone numbers, and email addresses); **(ii)** information about their consumer preferences; **(iii)** stay and aggregated information; and **(iv)** other similar or related information.

"**Guest Rooms**" means each rentable unit the Hotel generally uses 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 Item 19 of Exhibit A.

"**Hotel**" means the hotel located at the Site that Franchisee will operate pursuant to this Agreement. The Hotel includes all structures, facilities, furniture, fixtures, equipment, appurtenances, guest rooms, meeting facilities, Supplies, entrances, exits, and parking areas located on the Site or any other real property that Franchisor approves for hotel expansion, signage, or other facilities.

"Hotel Work" means construction work and/or renovation work as the case may be, and the context requires, but excludes ordinary repairs to the Hotel.

"**Improvements**" means any modifications, improvements, or additions to the Hotel or the System as the case may be, and the context requires, including, without limitation, any modifications to architectural drawings or architectural works licensed to Franchisee as part of the System.

"**Indemnified Claim**" has the meaning set forth in Section 17.

"**Indemnitees**" has the meaning set forth in Section 17.

"**Interim Remedies**" has the meaning used in Section 15.3.

"**Law(s)**" means all public laws, statutes, ordinances, orders, rules, regulations, permits, licenses, certificates, authorizations, consents, directions and requirements of all Governments and Government Entities having jurisdiction over the 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.

"**Lender**" means each financial institution or other party (including Franchisee's Affiliates), if any, that provided or provides any financing for Franchisee's acquisition, development, and/or operation of the Hotel, including any mortgagee or trustee under any deed of trust and any mezzanine lender or other party that takes a pledge of Franchisee's or any Controlling Equity Owner's Equity Interests as security for the repayment of any such financing.

"**Management Company**" means a third party hotel management company that manages the Hotel as approved by Franchisor in its sole discretion.

"**Manager**" means the person or entity (either Franchisee or a Management Company) that manages the Hotel as approved by Franchisor in its sole discretion.

"**Marketing Materials**" means all advertising, marketing, promotional, sales and public relations concepts, press releases, materials, concepts, plans, programs, brochures, or other information to be released or made accessible to the public, whether in paper, digital or electronic, or in any other form of media.

"**Marks**" means the Brand and all other business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, devices, service marks, service marks, symbols, trademarks, trade dress, trade names, and indicia of origin (whether registered or unregistered by Franchisor or Franchisor Affiliates) used in the System, all as Franchisor or Franchisor's Affiliates may change, delete, add to or otherwise modify in Franchisor's sole discretion, and any combinations of the foregoing.

"**Network**" means the hotels, inns, conference centers, timeshare properties, and other operations that Franchisor and Franchisor's Affiliates own, license, lease, operate, or manage, whether under the Brand or other brands, now or in the future.

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

"**Offering Materials**" has the meaning set forth in Section 14.5.2.

"**Opening Date**" means the date upon which Franchisor in its sole discretion authorizes Franchisee to open the Hotel for business as a Brand Hotel.

"**Opening Deadline**" means the date upon which the Parties agree that Franchisee will open Hotel for business as a Brand Hotel, under the Brand and under the Marks, and as specified in Item 15 of Exhibit A.

"**Operating Revenue**" has the meaning defined in the Uniform System and includes all revenues derived from the operation of the Hotel, including guest room rental charges, laundry revenue, parking revenue, vending revenues, guest internet access charges, telephone charges, in-room or other entertainment revenues, and all other items provided or made available to a guest in connection with a Hotel stay. Operating Revenue excludes sales tax, value added tax, or similar taxes on such revenues and receipts.

"Operating Year" means each of the consecutive twelve (12) calendar month periods, the first of which starts on the first (1st) day of the calendar month during which the Opening Date occurs, and the last of which ends on the expiration or termination of the Term.

"**Other Agreement**" means, collectively, this Agreement (including any Exhibits and Addenda), the Hotel Technology Agreement, any other agreements executed in connection with this Agreement (including any Development Agreement, if applicable), and any other agreement related to the Hotel or the Site to which Franchisee or any of Franchisee's respective Affiliates is a party and to which Franchisor (or Franchisor's Affiliate) is also a party or beneficiary, as any may be amended, modified, supplemented, or restated.

"**Other Business(es)**" means any business activity Franchisor or Franchisor Affiliates engage in (including, without limitation, developing, promoting, constructing, owning, leasing, acquiring, managing, or operating Network Hotels (including, other Network Hotels operating under the Brand), other than the licensing of the Hotel.

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

"**Party**" or "**Parties**" means Franchisee or Franchisor when referred to individually, and collectively when referred to in plural.

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

"**PIP**" means property improvement plan.

"**Plans and Designs**" means the plans, layouts, specifications, and drawings for the Hotel, and for the proposed Supplies, signs and décor, all of which must use, incorporate, and comply with, Law and the Standards.

"**Qualified Person**" means a Person that meets Franchisor's then-current owner or management company qualifications, including that such Person or any of its Equity Owners or their respective Affiliates have not been convicted of a serious crime, is not a Competitor or a Sanctioned Person, has not engaged in conduct that may adversely affect the Hotel, the Brand, the System or Franchisor and has not been a party to any material civil litigation with Franchisor or its Affiliates.

"**Representative**" has the meaning set forth in Section 14.4.

"**Reservation Service**" means the voice, internet, and other systems and related services that Franchisor uses to book reservations for Brand Hotel on a centralized basis, regardless of whether the Reservation Service also books reservations for Network Hotels or Other Hotels. Franchisee shall purchase, install and maintain at the Hotel all equipment necessary for participation in the Reservation Service, as specified in the Standards or otherwise in writing by the Franchisor.

"Room Addition Fee" means a sum equal to the then current room addition fee that Franchisor designates multiplied by the number of additional guest rooms Franchisee wishes to add and which Franchisor approves in its sole discretion.

"**Sanctioned Person**" means: **(a)** the government of any country that is subject to an embargo imposed by the United States government or United Kingdom government; **(b)** in the event of entities, Persons located in, or organized under, the laws of any country that is subject to an embargo imposed by the United States government or United Kingdom government; **(c)** in the event of individuals, Persons that ordinarily reside in any country that is subject to an embargo imposed by the United States government or United Kingdom government; or **(d)** Persons identified from time to time by any government or legal authority under applicable laws as a Person with whom dealings and transactions by Franchisor and/or its Affiliates are prohibited or restricted, including Persons designated on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers), Persons designated on the United Kingdom government's asset freeze lists and similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, European Union, regional or national trade or financial sanctions.

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

"**Site**" means the real property on which the Hotel is located or to be located, as approved by Franchisor in its sole discretion.

"**Standards**" means Franchisor's Brand standards, systems, guides, programs, policies, other requirements (including those relating to insurance), directives, specifications, design criteria, and such other information, initiatives and controls that are required by Franchisor in its sole discretion for planning, designing, constructing, renovating, refurbishing, and operating Brand Hotels.

"Standards Manual" means any Franchisor compilations of the Standards. The Standards Manual may take the form of one or more of the following: one or more loose-leaf or bound volumes; bulletins, policy or procedure statements, notices, videos, CD-ROMs and/or other electronic media or electronic access, on-line postings; emails and/or electronic communications, facsimiles, or any other medium, each effective upon Franchisor making them available to the System.

"**Supplies**" means all furnishings, fixtures, equipment, signage, linens, operating supplies, computer and telecommunications equipment, software, flooring, wall covering, lighting, food and beverages, and other items or services used in the construction, maintenance, operation and advertising of the hotel.

"**System**" means the elements, including know-how, that Franchisor designates to distinguish hotels operating under the Brand that provide to the consuming public a similar, distinctive, hotel service, as Franchisor may modify, amend or supplement from time to time in its sole discretion. The System currently includes: the Marks, Confidential Information and the Standards; access to the Reservation Service; advertising, publicity and other marketing programs and materials; training programs and materials; and programs for Franchisor inspection of the Hotel and consulting with Franchisee. Franchisor operates

multiple franchise systems under various trademarks. For the avoidance of any doubt, for purposes of this Agreement, "System" only refers to the franchise system for the Brand being licensed hereunder to the Franchisee.

"**Taxes**" means all federal, state and local taxes (including any sales, gross receipts, value-added, goods and services, payroll, unemployment, beverage, permit, license, property, ad valorem and other taxes), levies, charges, impositions, stamp or other duties, fees, deductions, withholdings, interest or other payments levied or assessed by any competent Government Entity.

"**Term**" has the meaning set forth in Section 2.

"**Termination Fee**" has the meaning set forth in Section 16.3.

"**Transfer**" means the voluntary or involuntary, direct or indirect, sale, conveyance, exchange, assignment, transfer, pledge, grant of a security interest in, or other disposition of this Agreement by law or otherwise, any right or obligation under this Agreement, or any form of ownership interest in Franchisee or the assets, revenues or income of Franchisee's Hotel, including: **(1)** any issuance or redemption of a legal or beneficial ownership interest in the capital stock or ownership units of Franchisee; **(2)** any merger or consolidation of Franchisee, whether or not Franchisee is the surviving legal entity; **(3)** any transfer as a result of a divorce, insolvency or dissolution proceeding or otherwise by operation of law; **(4)** any transfer on the death of Franchisee or any Owner of Franchisee by will, declaration of trust or under the laws of intestate succession; or **(5)** any foreclosure of Franchisee's Hotel or any Franchisee transfer, surrender or loss of possession, control or management of Franchisee's Hotel. A marketing list, customer list or potential customer list may be transferred only with Franchisor's prior written approval in Franchisor's sole discretion to a transferee to whom Franchisee's rights and obligations under this Agreement are simultaneously being transferred in accordance with the terms hereof.

"**Travel Costs**" means out-of-pocket expenses for travel, food, lodging, and incidentals incurred by Franchisor or Franchisee or their respective employees or agents while engaged in various activities requiring travel, including without limitation pre-opening assistance; training; consultation; and inspection, compliance, and quality assurance.

"**Travel Services Channel**" means a website, mobile application, widget or other electronic, voice, virtual or other channel operated by a third party (that is not Franchisee's Affiliate) that promotes, markets, facilitates, searches or advertises travel-related products and services for a number of hotel brands, including other Network Hotels.

"**Uniform System**" means the Uniform System of Accounts for the Lodging Industry, Eleventh Revised Edition, 2014, as published by the American Hotel & Lodging Educational Institute, or any subsequent edition, revision or replacement that Franchisor designate.

"**Website**" means a website that Franchisor or Franchisor's Affiliate develops, maintains, or authorizes for the Hotel and all or certain other Brand Hotels that Franchisor periodically specifies (and, in Franchisor's sole discretion, other Network Hotels).

EXHIBIT C

EQUITY INTERESTS IN FRANCHISEE

Name of Equity Owner	Address	% Equity Interest in Franchisee
	_____ _____ _____ _____ Attn: Fax: _____ Email: _____	**[_____] %**
	_____ _____ _____ _____ Attn: Fax: _____ Email: _____	**[_____] %**
	_____ _____ _____ _____ Attn: Fax: _____ Email: _____	**[_____] %**
	_____ _____ _____ _____ Attn: Fax: _____ Email: _____	**[_____] %**

EXHIBIT D

CONVERSION OR RELICENSING PLAN

EXHIBIT E

TERRITORY

EXHIBIT F

RIGHT OF FIRST OFFER FOR STRATEGIC MARKETS

Franchisor and Franchisee acknowledge that Franchisor's right of first offer reflected in this Exhibit F applies to this Agreement. Franchisor has the unrestricted right to assign its right of first offer to an Affiliate or other third party to whom Franchisor has assigned its rights under this Agreement, who then will have Franchisor's rights and obligations described in this Exhibit F.

If Franchisee (or any of Franchisee's Equity Owners) at any time during the Term determine to sell or transfer for consideration this Agreement, the Hotel or all or substantially all of its assets or a Controlling Equity Interest in Franchisee or its Controlling Equity Owner (except (i) transfers to or among Franchisee's Equity Owners as of the Effective Date, (ii) transfers described in Section 14.7 of this Agreement, (iii) any bona fide, third party financing obtained by Franchisee, or (iv) an involuntary or forced sale, assignment, or transfer, such as a foreclosure sale, a deed in lieu of foreclosure transaction, or a sale ordered by a bankruptcy court or other court, which transactions are not subject to this Exhibit F or the rights of Franchisor in this Exhibit F), then Franchisee must first give Franchisor the opportunity to acquire those rights (the "**Offered Rights**") by delivering written notice to Franchisor. Franchisee's notice must contain a summary of the material terms and conditions of the proposed sale or transfer, including (without limitation) the proposed purchase price, the earnest money, the due diligence period, the closing date, and the terms of any financing Franchisee or its Affiliate will provide for the proposed purchase price (the "**Offer Terms**"). The Offer Terms must relate exclusively to the Offered Rights and not to any other assets or rights.

Franchisor will then have thirty (30) days after receiving the Offer Terms to notify Franchisee in writing whether Franchisor elects to acquire the Offered Rights on the Offer Terms, provided that if Franchisor timely exercises the right of first offer, Franchisor and Franchisee will promptly execute a purchase and sale agreement (the "Purchase Agreement"), in form and substance reasonably acceptable to both parties, which will provide (1) Franchisor may substitute cash for any form of non-cash payment proposed in the Offer Terms (such as ownership interests in an entity) and may elect to pay the net present value of any payments to be made over time; (2) Franchisor must be afforded the opportunity to conduct customary due diligence on the Offered Rights within the due diligence period set forth in the Offer Terms; and (3) Franchisor must receive, and Franchisee or Franchisee's Equity Owners (as appropriate based on the proposed seller) agree to make, all customary representations, warranties, and indemnities in Franchisor's purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Hotel or Franchisee's business before the closing.

If Franchisor timely exercises the right of first offer, the closing will take place at a location selected by Franchisor on the closing date set forth in the Offer Terms. Franchisor and Franchisee will sign the Purchase Agreement and such other documents, including deeds, affidavits, transfers and assignments, and any other documents necessary or appropriate for the sale or transfer of the Offered Rights. Franchisee must satisfy all liens, mortgages, and/or encumbrances on the Hotel. Franchisor and Franchisee will pay closing costs in accordance with the Offer Terms and customary allocations of closing costs in the market in which the Hotel is located.

If Franchisor notifies Franchisee in writing that Franchisor does not intend to exercise its right of first offer with respect to any Offer Terms, or fails to notify Franchisee of Franchisor's decision within the thirty (30)-day period described above, then Franchisee thereafter may offer the Offered Rights on terms no more materially favorable to that party (the buyer) than the Offer Terms. However, unless this Agreement

is to be terminated upon the closing of the sale of the Offered Rights, Franchisee or Franchisee's Equity Owners may sell or transfer the Offered Rights only if Franchisor otherwise approves the transfer in accordance with, and Franchisee (and Franchisee's Equity Owners) and the transferee comply with the conditions in Section 14.3 of this Agreement. This means that, even if Franchisor does not exercise Franchisor's right of first offer, unless this Agreement is to be terminated upon the closing of the sale of the Offered Rights, if the proposed transfer otherwise would not be allowed under Section 14.3, Franchisee (or Franchisee's Equity Owners) may not move forward with the transfer at all. The term "materially favorable" as applied to the Offered Terms means that (a) the purchase price is reduced by 10% or more, (b) the terms of payment are other than all cash, (c) the due diligence period is a longer period of time than that stated in the Offered Terms, or (d) the closing date is a date later than that stated in the Offered Terms.

If Franchisor notifies Franchisee in writing that Franchisor does not intend to exercise its right of first offer with respect to any Offer Terms, or fails to notify Franchisee of Franchisor's decision within the thirty (30) day period described above, and Franchisee later determines to offer the Offered Rights on terms which are more materially favorable to the buyer than the Offer Terms, then Franchisee must first offer those new terms to Franchisor according to the procedures described above. In addition, if Franchisor notifies Franchisee in writing that Franchisor does not intend to exercise its right of first offer with respect to any Offer Terms, or fails to notify Franchisee of Franchisor's decision within the thirty (30 day period described above, and Franchisee does not sell or transfer the Offered Rights in compliance with this Exhibit F and the conditions in Section 14.3 within eighteen (18) months after Franchisor first receives notice of the Offered Rights, then the rights under this Exhibit F shall once again apply with respect to those Offer Terms, and Franchisee may not sell or transfer for consideration the Offered Rights without first giving Franchisor the opportunity to acquire those rights according to this Exhibit F.

By signing below, Franchisor and Franchisee acknowledge and agree that the terms of this Exhibit F will apply to this Agreement. Upon a termination of this Agreement, the terms and conditions of this Exhibit F will also terminate. In addition, if Franchisor timely exercises the right of first offer and Franchisor defaults under the Purchase Agreement or otherwise defaults with respect to the purchase of the Offered Rights, then Franchisor will no longer have any rights to purchase the Hotel or all or substantially all of its assets, or a Controlling Equity Interest in Franchisee or its Controlling Equity Owner pursuant to this Exhibit F.

FRANCHISOR:	**FRANCHISEE**:
ESH STRATEGIES FRANCHISE LLC	[NAME OF FRANCHISEE]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT G

MANAGEMENT COMPANY DOCUMENTS

MANAGEMENT COMPANY ACKNOWLEDGMENT

This Management Company Acknowledgment (this "Acknowledgment") is entered into by and between ESH Strategies Franchise LLC ("Franchisor"), _____ ("Franchisee"), and _____ ("Management Company") as of _____ ("Effective Date").

RECITAL

Management Company has entered into an agreement ("Management Agreement") with Franchisee to operate the hotel located or to be located at _____(the "Hotel"), under the EXTENDED STAY AMERICA SUITES Franchise Agreement dated _____ (as such agreement may be amended, the "Agreement") between Franchisor and Franchisee. Under the Agreement, Management Company may not operate the Hotel without Franchisor's consent, and Franchisor is unwilling to provide such consent unless Franchisee and Management Company agree to the terms of this Acknowledgment.

NOW, THEREFORE, in consideration of the promises in this Acknowledgment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

A. As of the Effective Date, Franchisor consents to the operation of the Hotel by Management Company on behalf of Franchisee and grants to Management Company the right to use the System to operate the Hotel in compliance with the Standards, this Acknowledgment and the Agreement. Franchisor's consent is personal to Management Company, and this Acknowledgment is not assignable by Franchisee or Management Company. Such consent and grant may be withdrawn at any time, including if Franchisor determines that the Management Company fails to manage the Hotel to the Standards, or otherwise manages the Hotel in such a way that may adversely reflect upon or affect the Hotel, the Brand, the System, Franchisor, or Franchisor's affiliates.

B. Management Company and Franchisee acknowledge that Management Company will have the exclusive authority and responsibility for the day-to-day management of the Hotel on behalf of Franchisee, and will have sufficient authority and responsibility over Hotel employees to operate the Hotel in compliance with the Standards, the Agreement and this Acknowledgment. The general manager of the Hotel will devote his or her full time and attention to the management and operation of the Hotel and will have successfully completed Franchisor's mandatory management training program required by the Standards. Management Company will promptly inform Franchisor whenever it hires a general manager;

C. Management Company and Franchisee acknowledge that Management Company will operate the Hotel in strict compliance with the Standards. Management Company will comply with the terms of the Agreement for the management and operation of the Hotel, including those related to Confidential Information and intellectual property, as if Management Company had executed the Agreement as "Franchisee." Management Company, however, will have no rights under the Agreement except as stated in this Acknowledgment and such rights do not constitute a franchise or license to Management Company. If Franchisee delegates the insurance obligations under the Agreement to Management Company, Management Company will satisfy such obligations. Management Company will comply with applicable Laws;

D. Management Company and Franchisee acknowledge that Franchisor may enforce directly against Management Company all terms in the Agreement regarding Confidential Information, intellectual property and the management and operation of the Hotel (including insurance, if such obligations have been delegated to Management Company). Franchisor will have the right to seek and obtain all remedies against the Management Company available at law and in equity for Management Company's failure to comply with the terms of this Acknowledgment, in addition to any remedies Franchisor may have against Franchisee;

E. If Management Company develops any Improvements to the System, Management Company must promptly notify Franchisor of such Improvements and provide Franchisor

with all information regarding such Improvement. Any Improvements Management Company develops or proposes are hereby automatically and irrevocably assigned to Franchisor, without payment of any compensation to Management Company. If any Improvements may be protected by trademark, copyright, patent, trade secret, or otherwise, then upon Franchisor's requirement, Management Company will execute (and will cause each of Management Company's employees or independent contractors who contributed to such Improvements to execute) such documentation as Franchisor may require in its sole discretion to transfer ownership of the Improvements to Franchisor and confirm Franchisor's ownership rights to them, including without limitation work for hire and assignment of rights agreements, non-compete agreements, and confidentiality and non-disclosure agreements.

F. Any default under the Agreement caused solely by Management Company will constitute a default under the Management Agreement, and Franchisee will have the right to terminate the Management Agreement;

G. Franchisee and Management Company will not modify the Management Agreement in any way that is inconsistent with the Agreement or this Acknowledgment;

H. Franchisee will not allow the Management Agreement to expire or terminate the Management Agreement without (i) providing Franchisor prior notice of such expiration or termination, together with the identity of a qualified replacement management company, and (ii) obtaining Franchisor's prior consent at least 45 days before any change is made to the management company operating the Hotel, unless Franchisee needs to remove Management Company on an expedited basis due to theft, fraud or other material defaults of Management Company or a default under the Agreement caused by Management Company; and

I. Management Company will perform the day-to-day operations of the Hotel. Franchisor may communicate directly with Management Company and the managers at the Hotel about day-to-day operations of the Hotel and Franchisor may rely on such statement of the managers and the Management Company. Franchisor will under no circumstances direct or control such Hotel operations.

J. Franchisee will remain responsible for the performance of all obligations under the Agreement. This Acknowledgment will not release Franchisee from any liability or obligation under the Agreement.

K. Section 17 (Indemnification), Section 18 (Relationship of the Parties), Section 19 (Governing Law, Interim Relief, Costs of Enforcement, Waivers)(including, without limitation, the arbitration provisions) and Section 20 (Miscellaneous) of the Agreement are incorporated by reference in this Acknowledgement as if fully restated within the text of this Acknowledgement, with all references to "Franchisee" interpreted as references to Management Company.

{Signatures appear on the following page}

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Acknowledgment as of the Effective Date.

FRANCHISOR:

ESH STRATEGIES FRANCHISE LLC

By: _____
Name:
Title:

FRANCHISEE:

_____

By: _____
Name:
Title:

MANAGEMENT COMPANY:

_____

By: _____
Name:
Title:

EXHIBIT B

DEVELOPMENT AGREEMENT



DEVELOPMENT AGREEMENT

3/2026

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EXHIBITS

EXHIBIT A - Development Territory and Development Schedule

EXHIBIT B - Definitions

DEVELOPMENT AGREEMENT

This Development Agreement (the "**Agreement**") is entered into between [Franchisee name] ("**Franchisee**") and ESH Strategies Franchise LLC ("**Franchisor**") as of [Month, Day], 20___ (the "**Effective Date**").

RECITALS

A. Capitalized terms not defined in this Agreement are used as defined in the Franchise Agreement as that term is defined hereinbelow.

B. Franchisor and Franchisor's Affiliates own and operate the System.

C. Franchisee wishes to develop Brand Hotels through a combination of new construction, conversion of existing hotel properties, or both, with each new Brand Hotel subject to a Franchise Agreement.

D. Franchisor is willing to execute Franchise Agreement(s) granting Franchisee exclusive territory (the "**Development Territory**") (the phrase "Development Territory" as used herein shall mean territories if more than one Development Territory is set forth in **Exhibit A**) in which to develop Brand Hotels if Franchisee meets certain predefined development thresholds and otherwise complies with all of the terms of this Agreement, including execution of Franchise Agreement(s).

E. Capitalized terms not defined in this Agreement are used as defined in the attached **Exhibit B,** incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing, the promises, representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Franchisee and Franchisor agree as follows:

1. GRANT

1.1 Grant. Subject to the terms of this Agreement, Franchisor hereby grants Franchisee the limited non-exclusive right to develop Brand Hotels in the Development Territory described in **Exhibit A**. Each Brand Hotel developed under this Agreement shall be established and operated pursuant to a separate Franchise Agreement (each, a "**Franchise Agreement"**) as provided in Section 5.2.

1.2 Exclusivity. Except as provided in Sections 1.3 and 1.4, so long as Franchisee is in compliance with all of its obligations under this Agreement, including the obligation to meet the development requirements set forth in **Exhibit A** (the "**Development Schedule**"), neither Franchisor nor any of Franchisor's Affiliates will operate, franchise, or otherwise authorize any person or business entity to operate, a Brand Hotel that is physically located in the Development Territory until the first to occur of the events set forth in Section 3 of this Agreement.

1.3 Exceptions. The territorial protection set forth in Section 1.2 does not apply to any Brand Hotels operating in the Development Territory as of the Effective Date, which Franchisor may renew, relicense, allow to expand, or replace, in its sole discretion. Additionally, Franchisor and/or its Affiliates may at any time remove from the System one or more Brand Hotels located in the Development Territory as of the Effective Date and replace the removed Brand Hotel with a new Brand Hotel.

1.4 **Reserved Rights.** The Development Territory fairly represents the trading area, and Franchisee acknowledges that there are no express or implied territorial rights or agreements between the parties except as stated in Section 1.2 above. Franchisee irrevocably waives any right to seek or obtain the benefits of any policy Franchisor now follows or may in the future follow to notify Franchisee about proposed Brand Hotels or Network Hotels in the general area of the Development Territory, solicit information about the effect of the proposed Brand Hotel on the revenue or occupancy of the Development Territory or decide whether to add the proposed Brand Hotel to the System based on the potential effect of the proposed Brand Hotel on Brand Hotels operated by Franchisee in the Development Territory or their performance. Franchisee acknowledges that Franchisor and its Affiliates have and may have business interests other than the operation of the System and that they, in their sole discretion, may identify, define, and act upon such interests in the manner they deem appropriate. Franchisee further acknowledges that business decisions made by Franchisor and its Affiliates may impact Franchisee and agrees that Franchisor and its Affiliates have no express obligation or implied duty to protect Franchisee from the consequences of such business decisions and expressly waives any right to assert any Claim against Franchisor or its affiliates based on the existence, actual or arguable, of any such obligation or duty, including Claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty.

Notwithstanding the grant of territorial protection set forth in Section 1.2 above, without any restriction or obligation to Franchisee:

1.4.1 Franchisor and/or its Affiliates may own, lease, manage, operate, franchise, license, or otherwise allow (collectively as to Franchisor and/or its Affiliates, "**operate**" or "**operating**") any person to operate **(i)** Brand Hotels outside the Development Territory; **(ii)** Network Hotels that operate under brands different from the Brand at any location, inside or outside the Development Territory, in either event regardless of the impact on Brand Hotels in the Development Territory; and/or **(iii)** non-Network Hotels that Franchisor and/or its Affiliates may operate at any location inside or outside the Development Territory, in either event regardless of the impact on Brand Hotels in the Development Territory.

1.4.2 Franchisor and/or its Affiliates may own, acquire, lease, construct or renovate a Brand Hotel inside the Territory and may also franchise, license or otherwise permit third parties to do the same; provided however, provided, however, the Brand Hotel may not be opened during the Term.

1.4.3 Franchisor and/or its Affiliates may market and advertise for Brand Hotels or Network Hotels inside or outside the Development Territory.

1.4.4 Franchisor and/or its Affiliates reserves the right **(a)** to acquire or be acquired by (whether through purchase, sale, merger, consolidation, or other transaction) another chain, franchise system, group or portfolio hotels, and/or **(b)** to operate or manage another chain, franchise system, group or portfolio of hotels (each, a "**Chain Acquisition**").

1.5 **Not a Franchise Agreement.** This Agreement is not a Franchise Agreement. This Agreement does not give Franchisee any right to use the Marks or the System. In addition, this Agreement does not give Franchisee any right to license others to operate franchised Hotels or use the Franchisor's System. This Agreement only gives Franchisee the opportunity to enter into Franchise Agreements for the operation of Hotels developed at the locations in the Development Territory accepted by Franchisor. Each franchised Hotel developed pursuant

to this Agreement shall be established and operated only in strict accordance with a separate Franchise Agreement.

2. FORMS OF AGREEMENT

Franchisee acknowledges that over time Franchisor has entered and will continue to enter into agreements with other Franchisees and franchisees that may contain provisions, conditions and obligation that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that Franchisor and other Franchisees and franchisees may have different rights and obligations does not affect the duties of the parties to this Agreement to comply with the terms of this Agreement.

3. TERM

This Agreement commences on the Effective Date and, terminates on the first to occur of: **(1)** the date that the last franchised Hotel required by the Development Schedule in attached **Exhibit A** is opened for business pursuant to a Franchise Agreement; **(2)** the date that the last franchised Hotel was required to be opened pursuant to the Development Schedule; **(3)** this Agreement is otherwise terminated for breach of this Agreement, which is not cured pursuant to the cure rights set forth in this Agreement; or **(4)** Franchisee fails to meet the Development Schedule set forth in the attached **Exhibit A** to this Agreement. There is no renewal term for this Agreement.

4. DEVELOPMENT FEE

Upon execution of this Agreement, Franchisee must pay Franchisor a development fee in an amount equal to *[amount]* Thousand Dollars ($_____), representing Franchisor's current Initial Franchise Fee ($50,000) multiplied by the minimum number of Brand Hotels to be developed pursuant to the Development Schedule (the "**Development Fee**"). The Development Fee is in consideration for the development opportunities granted in this Agreement. The total amount of the Development Fee paid by Franchisee is set forth in **Exhibit A**. Unless otherwise agreed in writing by the Parties, the Development Fee will be credited to each franchises' Initial Franchise Fee in the amount of $50,000. Franchisee acknowledges and agrees that the Development Fee is fully earned by Franchisor when paid and is not refundable under any circumstances. Unless otherwise set forth in this Agreement the Development Fee is not credited against any other fees to be paid to Franchisor.

5. FRANCHISEE'S OBLIGATIONS

5.1 **Development Milestones.** During the Term, Franchisee shall develop, open and continuously operate in the Development Territory, the number of franchised Hotels specified in the Development Schedule in attached **Exhibit A**. For each Hotel to be developed during the Development Term, Franchisee shall submit an Application for a Franchise Agreement for each Hotel to be developed pursuant to this Agreement. The franchisee under each Franchise Agreement must be either Franchisee or an entity that Franchisee controls and is approved by Franchisor in its sole discretion. Strict compliance with the Development Schedule is essential to this Agreement.

Franchisee shall not commence any Hotel Work until the Franchisor has issued its written consent in Franchisor's sole discretion with respect to Plans and Designs as set forth in the Standards. Before Franchisor can approve Franchisee's Plans and Designs, Franchisee's architect or other certified professional must certify to Franchisor that the Plans and Designs comply with all Laws related to accessibility and accommodations and facilities for those with disabilities. Franchisee is solely responsible for ensuring that the Plans and Designs comply with all of the Standards, and all applicable Laws, codes, and/or other state of locally adopted

building, zoning, and local design regulations. After Franchisor provides its written consent to the Plans and Designs, no change may be made to the Plans and Designs without Franchisor's further prior written consent in Franchisor's sole discretion. Franchisor's consent to the Plans and Designs or any modifications or changes to them does not constitute a legal review, guaranty or warranty as to suitability of the Plans and Designs or to the resulting Hotel Work.

Franchisee must start and complete the initial construction or renovation of the Hotel, as applicable, in accordance with the approved Plans and Designs, and the Standards. Franchisee will bear the entire cost of developing, constructing, and renovating the Hotel, as applicable, including professional services, financing, insurance, licensing, contractors, permits, and FF&E. Franchisee must obtain Franchisor's prior written consent in Franchisor's sole discretion for any material deviation from the Plans and Designs and the Standards in construction, renovation, equipment, and furnishing of the Hotel. Prior to commencing construction or renovation, as applicable, Franchisee must: **(i)** submit to Franchisor evidence of insurance required by the Standards, **(ii)** submit to Franchisor evidence that Franchisee is entitled to possession of the Site; and **(iii)** obtain any and all approvals, permits, or licenses required for construction or renovation, as applicable, to begin.

Franchisee may not begin operating the Hotel under the Marks without Franchisor's written authorization, which Franchisor may condition on Franchisee's, its architect, or its general contractor's certification that the Hotel is in compliance with the Plans and Designs, System, Standards, and Laws and Franchisor's approval of such certification in its sole discretion. Franchisor will conduct a final inspection of the Hotel, at Franchisee's cost and expense, within thirty (30) calendar days after Franchisee gives Franchisor written notice that the Hotel is ready to open for business (the "Pre-Opening Inspection"). Franchisor's determination that Franchisee has met all of Franchisor's pre-opening requirements will not constitute a representation or warranty, express or implied, that the Hotel complies with any Law or a waiver of Franchisee's non-compliance or Franchisor's right to demand full compliance with such pre-opening requirements or any other provision of this Agreement. Franchisee may not open the Hotel until Franchisee receives Franchisor's written authorization that Franchisee can open the Hotel. If Franchisee fails Pre-Opening Inspection, Franchisor may, in its sole business judgement, charge Franchisee Franchisor's costs and fees associated with any necessary additional visits before Franchisor's written authorization that Franchisee can open the Hotel is granted.

Any failure or delay by Franchisee in fulfilling its obligations to develop and open any Hotel when required by the Development Schedule or to obtain site acceptance by the date specified in the Development Schedule shall constitute a material, non-curable breach of this Agreement permitting Franchisor to immediately to terminate this Agreement by giving written notice of termination to Franchisee. Time is of the essence with respect to performance by Franchisee of its obligations under this Agreement.

5.2 **Franchise Agreements.** Franchisor will process each Application according to Franchisor's then-current standards for approval. If approved, Franchisee shall execute Franchisor's then-current Franchise Agreement, which will include the following terms:

5.2.1 Franchisee will pay Franchisor the Initial Franchise Fee in the amount set forth in the then-current Franchise Agreement, less a $50,000 credit from the Development Fee.

5.2.2 the Royalty Fee will be [amount]% of Gross Room Revenue;

5.2.3 the initial System Services Fee will be [amount]% of Gross Room Revenue (subject to adjustment in accordance with the Franchise Agreement);

5.2.4 there will be an exclusive license for a territory that is [to be inserted] (for each hotel developed under this Agreement); and

5.2.5 if the total minimum number of Brand Hotels under the Development Schedule is approved and opened in accordance with the Development Schedule, the Royalty Fee for each of those Brand Hotels will be reduced to [amount]% of Gross Room Revenue effective upon the opening of the last Brand Hotel.

5.3 **Failure to Meet Development Milestones.** If **(i)** Franchisor has not approved the minimum number of Applications specified by the Development Schedule by the corresponding date shown on the Development Schedule ("**Milestone**"), **(ii)** the minimum number of cumulative approved Applications does not include the minimum number of new-build properties required by the Development Schedule by the corresponding Milestone, or **(iii)** the minimum number of Brand Hotels are not in operation by the corresponding Milestone, then:

5.3.1 Franchisee will forfeit the remainder of the Development Fee not previously credited against Initial Franchise Fees;

5.3.2 the exclusive Development Territory granted to Franchisee in Sections 1.1 and 1.2 will be terminated and Franchisee will have no rights to develop a Brand Hotel in the Development Territory; and

5.3.3 this Agreement will terminate upon written notice to Franchisee.

5.4 **Legal Compliance.** In developing Brand Hotels and otherwise performing Franchisee's obligations under this Agreement, Franchisee must strictly comply with all applicable Laws, including all Laws concerning Franchisee, Franchisee's operations and services, the Site, and the Hotel's development, construction, renovation, and operation and with all requirements of the System and the Standards as they may be modified by Franchisor in its discretion from time to time. Franchisee shall be solely responsible for and Franchisor shall have no responsibility for any and all permits, certificates and licenses necessary for the full and proper development and operation of the Hotel, including, without limitation, licenses to do business, trade, fictitious or assumed name registrations, building permits, sales tax permits, health and sanitation permits and ratings, fire clearances, architecture or engineering, for code, zoning, or other requirements of the laws, rules, regulations or ordinances of any state, local municipality, urban community, or provincial or federal governmental body, including any errors, omissions, or discrepancies of any nature in any drawings or specifications obtained by Franchisee, including those provided by Franchisor. Without limiting the foregoing, Franchisee shall be solely responsible for compliance with any requirements of the Americans with Disabilities Act, Payment Card Industry Data Security Standards, state and federal privacy and data security legislation and Personal Identifiable Information laws or regulations. Franchisee shall promptly report to Franchisor all incidents involving safety, security, public relations or serious injury to persons or property that occur at, or involve, the Hotel, and all other incidents that the Standards require to be reported to Franchisor, and shall consult with Franchisor or its designated affiliate before speaking to or corresponding with the media about any such incident. Franchisee shall otherwise comply with those portions of the safety, security and public relations provisions designated as required in the Standards. Notwithstanding the foregoing, Franchisee acknowledges and agrees that it is Franchisee's sole responsibility to maintain the safety and

security of its employees, guests and others who may be on the Hotel premises. Franchisee will notify Franchisor promptly and in writing if Franchisee has reason to believe that any obligation under this Agreement or any provision of the System violates any Law.

5.4.1 Franchisee must notify Franchisor in writing within 5 days after **(i)** Franchisee receives notice of any health or safety violation, **(ii)** the commencement of any action, suit, or proceeding, or the issuance of any order, writ, injunction, award, or decree of any Government Entity, or **(iii)** any accident or injury that may adversely affect the operation of Franchisee's business or its financial condition, or that may give rise to liability or a Claim against Franchisee or Franchisor.

6. ORGANIZATION OF FRANCHISEE

6.1 Representations.

6.1.1 If Franchisee is a corporation, a limited liability company, a partnership or any other type of organization (collectively, "**Business Entity**"), Franchisee makes the following representations and warranties: **(1)** it is duly organized and validly existing under the laws of the state of its formation; **(2)** it is qualified to do business in the state or states in which the Development Territory is located; **(3)** execution of this Agreement and the development and operation of the Hotels is permitted by its governing documents; and **(4)** unless waived in writing by Franchisor, Franchisee's Articles of Incorporation, Articles of Organization, written partnership or membership agreement or other organizational or governing documents shall at all times provide that the activities of Franchisee are limited exclusively to the development and operation of Hotels franchised by Franchisor or its affiliates.

6.1.2 If Franchisee is an individual, or a partnership comprised solely of individuals, Franchisee makes the following additional representations and warranties: **(A)** each individual has executed this Agreement; **(B)** each individual shall be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement; and **(C)** notwithstanding any transfer for convenience of ownership, pursuant to Section 9, each individual shall continue to be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement

6.2 Guarantees. All members of the "Business Entity" having at least a 50% equity interest or other controlling interest in such business entity, if applicable, shall jointly and severally guarantee Franchisee's payment and performance under this Agreement and shall bind themselves to the terms of this Agreement pursuant a Guarantee and Assumption of Franchisee's Obligations ("**Guarantee**"). Unless Franchisee is a publicly-held entity, all of Franchisee's officers and directors also shall jointly and severally guarantee Franchisee's payment and performance under this Agreement and also shall bind themselves to the terms of this Agreement pursuant to the attached Guarantee. Notwithstanding the foregoing, Franchisor reserves the right, in its sole discretion, to waive the requirement that some or all of the previously described individuals execute a Guarantee and/or to limit the scope of the Guarantee. Franchisor reserves the right to require any guarantor to provide personal financial statements to Franchisor from time to time.

7. DEFAULT AND TERMINATION

7.1 **Immediate Termination by Franchisor.** Franchisor may terminate this Agreement immediately, without giving Franchisee an opportunity to cure the default, effective upon Franchisor's delivery of written notice to Franchisee (or such later date as required by Law), without the need to obtain the authorization of any third party or any arbitral, judicial or administrative resolution and without liability to Franchisee, if:

7.1.1 Franchisee commences any case, proceeding or other action seeking its reorganization, arrangement, adjustment, liquidation, dissolution or composition or of its debts under any Laws relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for Franchisee or for all or any substantial part of Franchisee's property;

7.1.2 Franchisee takes any corporate or other action to authorize any of the actions set forth in Section 7.1.1;

7.1.3 any case, proceeding or other action against Franchisee is commenced seeking to have an order for relief entered against it as debtor, or seeking Franchisee's reorganization, arrangement, adjustment, liquidation, dissolution or composition or of Franchisee's debts under any Laws relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for Franchisee or for all or any substantial part of Franchisee's property, and such case, proceeding or other action: **(i)** results in the entry of any order for relief against Franchisee which is not fully stayed within seven (7) business days after entry, or **(ii)** remains un-dismissed for a period of forty-five (45) days after entry;

7.1.4 Franchisee contests in any court or proceeding its ownership of the System or any part of it, or the validity of any of the Marks;

7.1.5 Franchisee breaches Sections 10 (Indemnification), 13.7 (Corrupt Practices) or 13.8 (Sanctioned Persons);

7.1.6 Franchisee is, or Franchisor discovers that Franchisee has been, convicted of a felony (or any other offense if it is likely to adversely reflect upon or affect the System, the Franchisor, or any of Franchisor's Affiliates in any way); or

7.1.7 Franchisee maintains false books and records of account or submit false reports or information to us.

7.2 **After Opportunity to Cure.** Franchisor may terminate this Agreement, effective on the date stated in its written notice (or the earliest date permitted by Law), without the need to obtain the authorization of any third party or any arbitral, judicial or administrative resolution and without liability to Franchisee, if:

7.2.1 Franchisee fails to pay us any fees or other amounts when due under this Agreement, and does not cure that default within ten (10) days after Franchisor delivers written notice of default to Franchisee; or

7.2.2 Subject to Franchisor's immediate right to terminate in Section 7.1, Franchisee fails to comply with any other provision of this Agreement or Laws and does not cure that

default within thirty (30) days after Franchisor delivers written notice of default to Franchisee.

7.3 **Reduction or Elimination of Franchisee Rights.** In lieu of termination, Franchisor may reduce or eliminate all or only certain of Franchisee's rights under this Agreement (including, but not limited to, reducing the size of the Development Territory, the number of Brand Hotels to be developed under the Development Schedule, or Franchisee's exclusivity).

7.4 **Damages.** In addition to Franchisor's other remedies, if Franchisor terminates this Agreement as a result of Franchisee's default, Franchisee must pay Franchisor all of its associated costs and expenses, including attorneys' fees.

7.5 **No Cross-Default.** A default under this Agreement does not constitute a default under any Franchise Agreement.

8. OBLIGATIONS ON TERMINATION OR EXPIRATION

8.1 **No Further Right to Develop.** Upon termination or expiration of this Agreement, Franchisee shall have no further right to develop or open Hotels in the Development Territory, except that Franchisee shall be entitled to complete and open a Hotel for which a Franchise Agreement has been fully executed. Termination or expiration of this Agreement shall not affect Franchisee's right to continue to operate Hotels that were open and operating under a valid Franchise Agreement as of the date this Agreement terminated or expired.

8.2 **Termination of Exclusive Rights.** Upon termination or expiration of this Agreement, the limited exclusive rights granted Franchisee in the Development Territory shall terminate and Franchisor shall have the right to operate or license others to operate System or Network Hotels in the Development Territory.

8.3 **Return all Materials.** Upon termination or expiration of this Agreement, Franchisee promptly shall return to Franchisor all materials and information furnished by Franchisor or its affiliates, except materials and information furnished with respect to a Hotel for which there is an effective Franchise Agreement or a Hotel which is open and operating pursuant to an effective Franchise Agreement.

8.4 **Pay all Fees.** Upon expiration or termination of this Agreement, Franchisee immediately shall pay Franchisor and its affiliates all sums due and owing Franchisor or its affiliates pursuant to this Agreement.

8.5 **Retain Development Fee.** Upon expiration or termination of this Agreement, Franchisor shall retain the Development Fee.

8.6 **Evidence of Compliance.** Franchisee shall furnish Franchisor, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by the chief executive officer of Franchisee, if Franchisee is a corporation; by a manager of Franchisee, if Franchisee is a limited liability company; or by a general partner of Franchisee, if Franchisee is a partnership; or by a person authorized in Franchisee's organizational documents, if Franchisee is any other type of business entity) satisfactory to Franchisor of Franchisee's compliance with Sections 8.1 through 8.6.

8.7 **Franchisee Restrictions.** Franchisee shall not, except with respect to a Hotel franchised by Franchisor or its affiliates to Franchisee that is then open and operating pursuant to an effective Franchise Agreement, **(1)** operate or do business under any name or in any manner that might tend to give the public the impression that Franchisee is connected in any way with Franchisor or its affiliates or has any right to use the Extended Stay America Suites System or the Marks; and/ or **(2)** make, use or avail itself of any of the materials or information furnished or disclosed by Franchisor or its affiliates under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else.

9. TRANSFERS

9.1 **Transfer by ESA.** Franchisor shall have an absolute and unrestricted right to transfer this Agreement or any part of Franchisor's rights, duties or obligations under this Agreement, to any Person, which shall include any Business Entity that expressly assumes Franchisor's obligations. Such a Transfer will constitute a release and novation and Franchisor will not have any further obligations under this Agreement.

9.2 **By Franchisee.** Franchisee may not transfer this Agreement except with Franchisor's prior written consent given or withheld in Franchisor's sole discretion. As a condition to Franchisor's consent, Franchisor may require that Franchisee make the proposed Transfer simultaneously with a transfer of all its comparable interests under the Franchise Agreements executed pursuant to this Agreement, including satisfaction of any transfer requirements in those Franchise Agreements.

9.3 **Conditions for Transfer.**

9.3.1 Franchisee shall advise Franchisor in writing of any requested Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee, and submit a copy of all contracts and all other agreements or proposals, and all other information requested by Franchisor, relating to the proposed Transfer. The decision as to whether or not to consent to a requested Transfer shall be made by Franchisor in its sole discretion and shall include numerous factors deemed relevant by Franchisor.

9.3.2 The transferor shall pay Franchisor a nonrefundable Transfer fee in the amount of the Franchisor's then-current Initial Franchise Fee in connection with Franchisor's review of the Transfer application.

9.3.3 Franchisee, all individuals who executed this Agreement, and all guarantors of Franchisee's obligations must execute a general release and a covenant not to sue, in a form satisfactory to Franchisor, of any and all Claims against Franchisor and its affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, Claims arising under federal, state and local laws, rules and ordinances, and Claims arising out of, or relating to, this Agreement and any other agreements between Franchisee and Franchisor or its affiliates and all other Hotels operated by Franchisee that are franchised by Franchisor or its affiliates.

9.3.4 Franchisee and the proposed transferee shall execute, at Franchisor's election, an assignment agreement and any amendments to this Agreement required by Franchisor to reflect the Transfer or, in Franchisor's sole discretion, Franchisor's then-current

standard form of development agreement for a term ending on the expiration date of this Agreement. In either event, a guarantee of the type required by Section 6.2 shall be executed by those individuals identified as the Guarantors. In addition, Franchisee, the proposed transferor and the proposed transferee shall sign all other documents and take such actions as Franchisor may require to protect Franchisor's rights under this Agreement.

9.3.5 The transferor shall remain liable for all obligations to Franchisor incurred before the date of the Transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence that liability.

9.4 **Consent to Transfer.** Franchisor's consent to a transfer will not constitute a waiver of any Claims it may have against Franchisee or a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement.

9.5 **Ownership of Franchisee.** Franchisee may not transfer a controlling interest in Franchisee without Franchisor's prior written consent, which Franchisor may withhold or condition in Franchisor's sole discretion.

9.6 **Permitted Transfers without approval.** Notwithstanding the provisions of Sections 9.1 through 9.4, Franchisor agrees that certain Transfers shall be permitted without Franchisor's prior written consent, provided all of the following conditions are satisfied.

9.6.1 The Transfer is a transfer **(a)** of an ownership interest in Franchisee of 20% or less, provided that after the Transfer the principal owners of Franchisee own at least 66% of all ownership interests in Franchisee, or **(b)** to a parent, sibling, spouse, children of Franchisee following the death or permanent incapacity of the ownership interests in Franchisee.

9.6.2 Franchisee provides Franchisor written notice of its intent to undertake the Transfer at least 30 days prior to the effective date of the Transfer, together with documents demonstrating that the Transfer meets the requirements of this Section 9.6.

9.6.3 In connection with the Transfer, Franchisee and all persons who will have an ownership interest in Franchisee after the Transfer fully comply with the requirements of Section 9.3 of this Agreement.

10. INDEMNIFICATION

Independent of and in addition to Franchisee's obligation to procure and maintain insurance, Franchisee will indemnify, defend, protect and hold harmless to the fullest extent permitted by law Franchisor and each of Franchisor's Affiliates (and each of their past, present, or future directors, officers, servants, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives, past or present) (collectively, the "**Indemnitees**") against any demand, inquiry (formal or informal), investigation, action, suit, Claim or charge asserted, including in any judicial, arbitration, mediation, alternative dispute resolution, administrative, debtor or creditor proceeding, bankruptcy, insolvency, or similar proceeding, losses, costs (including legal or attorneys' fees, litigation costs, investigation fees and costs, and settlement payments), liabilities (including employment liabilities, bodily injury, death, property damage and loss, personal injury and mental injury), fines, penalties, interest, and damages of every kind and description, including allegations of negligence by such Persons (or anyone associated or affiliated with Franchisee or the

Hotel, including owners, officers, directors, agents or contractors), whether or not a formal proceeding has been instituted, arising from or related to Franchisee, the Hotel, the Site, this Agreement or an Other Agreement, including without limitation: **(i)** any claimed occurrence at or related to the Hotel (including, the construction, renovation, upgrading, alteration, remodeling, repair, operation, ownership or Franchisee of the Hotel or the Site or of any other business conducted on, related to, or in connection with the Hotel or the Site); **(ii)** the unauthorized use of the Marks; **(iii)** violation of Law, **(iv)** any payment Franchisee makes or fails to make, **(v)** any breach or violation of Law, **(v)** any act, error or omission (active or passive), or (vii) all costs and fees the Indemnitees incur with regard to actions, Claims, notices or proceedings involving Franchisee, Franchisee's Affiliates, (and each of their past, present, or future directors, officers, servants, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives, past or present), including without limitation participation in such actions, Claims, notices or proceedings by responding to discovery requests, by making an appearance as a witness, or otherwise (collectively, an "**Indemnified Claim**"). Franchisee assumes full responsibility and liability for and agrees to release the Indemnitees from and against any Indemnified Claim, regardless of when in the future sustained and whether or not caused or contributed to by the negligence of Indemnitees. Franchisee agrees to give Franchisor written notice of any suit, judicial or administrative investigation, proceeding or any other event that could be the basis for an Indemnified Claim within three (3) days after Franchisee first becomes aware of it. Franchisee will indemnify, defend, protect and hold harmless the Indemnitees for any Indemnified Claim upon demand, and Franchisee's obligations are not conditioned upon and shall not be delayed by the pendency of any legal process or final resolution of any Indemnified Claim. At Franchisor's election in Franchisor's sole discretion, Franchisee will defend the Indemnitees against the Indemnified Claim and will reimburse Indemnitees upon demand. Franchisor may control the defense of any Indemnified Claim at Franchisee's cost (including the right to select counsel or defend or settle any Indemnified Claim). Franchisor may, at any time, offer, order, consent or agree to settlements or take any other remedial or corrective actions with respect to any Indemnified Claim. Franchisor reserves the right to approve any resolution or course of action in regard to an Indemnified Claim. None of the Indemnitees are required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification. The failure by any Indemnitee to pursue recovery from third parties or mitigate loss will not reduce the amounts recoverable from Franchisee. Franchisee agrees that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by Franchisor or any of the other Indemnitees from Franchisee. Franchisee agrees and understands that Franchisor and its Affiliates shall not, nor shall they have the obligation to, indemnify or hold Franchisee harmless from and against any action or Claim by any third party based upon Franchisor's or Franchisor's Affiliates' exercise of any of its rights in accordance with the terms of this Agreement. To the maximum extent permitted by law, Franchisee acknowledges and agrees that except as provided under an applicable guarantee of performance, or express statutory liability for such conduct, none of the Indemnitees will have any liability for **(i)** any obligations or liabilities relating to or arising from this Agreement, **(ii)** any Claim based on, in respect to, or by reason of, the relationship between Franchisee and Franchisor, or **(iii)** any Claim based on any of Franchisee's alleged unlawful act or omission. For avoidance of doubt, this provision constitutes an express waiver of any Claims based on the theory of vicarious liability.

11. RELATIONSHIP OF THE PARTIES

Franchisee is an independent contractor. Nothing in this Agreement, or in the conduct of the Parties hereunder, creates a fiduciary relationship or other special relationship or makes either Party a general or special agent, legal representative, joint venture, partner, or employee of the other for any purpose. Franchisee acknowledges and agrees that Franchisor and Franchisee are not, and do not intend to be, partners, associates, or joint employers in any way, and Franchisor shall not be construed to be jointly liable for any of Franchisee's acts or omissions under any circumstances. Although Franchisor retains the right to establish and modify the System that Franchisee must follow, Franchisee retains all sole and direct responsibility for the day-to-day management and operation of its business and for implementing and maintaining the Standards at the Hotel.

To the extent the Standards or any other guidance, policies, or procedures from Franchisor might apply to Franchisee's employees, such Standards, guidance, policies, and procedures are provided for informational purposes only and are not mandatory, and Franchisee must determine to what extent, if any, they apply to its operation of the Hotel. Franchisee acknowledges and agrees that it is solely and directly responsible for labor and employment matters for Franchisee's employees, including without limitation for dictating terms and conditions of employment, training, wages, benefits, promotions, hirings and terminations, vacations, safety, work schedules, and specific tasks. If Franchisee comprises two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities. Franchisor has no relationship with Franchisee's employees, and Franchisee has no relationship with Franchisor's employees. Franchisee shall have no right or power to, and shall not, bind or obligate Franchisor or its affiliates in any way or manner, nor represent that Franchisee has any right to do so. Franchisee shall not issue any press releases without the prior written approval of Franchisor.

12. GOVERNING LAW, INTERIM RELIEF, COSTS OF ENFORCEMENT, WAIVERS

12.1 **Governing Law.** This Agreement, and all issues arising from or relating to this Agreement, shall be interpreted and construed under the laws of North Carolina and under any applicable federal Laws, regardless of any conflict-of-laws principles. If any provision of this Agreement would be unenforceable under North Carolina law at the time a Claim is initiated, and the Hotel is located outside of North Carolina, then that provision shall be interpreted and construed under the laws of the state in which the Hotel is located. By this choice of law, the Parties do not intend to subject this Agreement to any franchise or similar law, rule, or regulation to which this Agreement would not otherwise be subject.

12.2 **Arbitration.** Except as otherwise specified in this Agreement and for Claims for indemnification under Section 10 any controversy or Claim arising out of or relating to this Agreement or any Other Agreements, or the breach of this Agreement or any Other Agreements, including any Claim that this Agreement or any part of this Agreement or any related agreements is invalid, illegal, or otherwise voidable or void, as well as any Claim that Franchisor violated any laws in connection with the execution or enforcement of this Agreement or any Other Agreements and any Claim for declaratory relief, will be sent to final and binding arbitration in the state of North Carolina before either the American Arbitration Association, J.A.M.S., or National Arbitration Forum in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including its rules for emergency measures of protection, except to the extent that the Commercial Rules of the American Arbitration Association may be interpreted to require Franchisee or Franchisor to produce documents, witnesses, or information at a time other than at a hearing on the Claim without our mutual consent.

12.2.1 The parties agree that the Federal Arbitration Act applies to the interpretation and enforcement of this Section 12 and the arbitrator and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Disputes relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate. The arbitrator shall also be responsible for determining all threshold arbitrability issues relating to whether the terms are unconscionable or illusory and any defense to arbitration, including waiver, delays, laches or estoppel. In the event more than one demand for arbitration is filed in connection with this Agreement or any related agreements, the demand filed with the American Arbitration Association, J.A.M.S., or National Arbitration Forum office having jurisdiction over North Carolina

proceedings shall take precedence, and any other demand shall be withdrawn and presented in the North Carolina filing.

12.2.2 The arbitrator will apply the substantive laws of North Carolina without reference to its conflict of laws provision. In the event the arbitrator determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then Franchisee agrees to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or Claim which is the subject of any arbitration proceeding initiated under this Section 12.2. The decision of the arbitrator will be final and binding on the parties and will be enforceable in any courts having jurisdiction. The arbitrator will have no authority to amend or modify the terms of this Agreement. The arbitrator will have the right to award or include in its award any relief it deems proper, including money damages and interest on unpaid amounts, specific performance and legal fees and costs in accordance with this Agreement; however, the arbitrator may not award punitive, consequential or exemplary damages in violation of Section 12.4 or those related to misuse of Franchisor's Marks and/or intellectual property. The costs and expenses of arbitration will be allocated and paid by the parties as determined by the arbitrator.

12.2.3 Judgment on the arbitration award may be entered in any court having jurisdiction. If any party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party, notwithstanding its failure to appear. Any arbitration will be conducted at Franchisor's headquarters office in North Carolina and the parties agree that any state laws attempting to prohibit arbitration in North Carolina are pre-empted by the Federal Arbitration Act. Nothing in this Section 12.2 will be construed as requiring Franchisee or Franchisor to make a Claim in arbitration before exercising any rights Franchisee or Franchisor may have to give notice of default or termination in accordance with the terms of this Agreement or any related agreements.

12.3 **Injunctive Relief.** Franchisee explicitly affirms and recognizes the uniqueness attached to the System and the Marks and that Franchisee's noncompliance with the terms of this Agreement, or any unauthorized or improper use of the System or the Marks, will cause Franchisor irreparable damage. As such, Franchisor will be entitled to injunctive or other equitable relief for any threatened or actual material breach of this Agreement without being required to prove the inadequacy of money damages as a remedy, without being required to post a bond and without waiving any other rights or remedies at law or in equity.

12.3.1 Any Dispute involving actual or threatened disclosure or misuse of the contents of the Standards Manual or any other Confidential Information or trade secrets of the Franchisor;

12.3.2 Any Dispute involving the ownership, validity, use of, or right to license the Marks;

12.3.3 Any action by Franchisor to enforce the covenants set forth in Section 13.11 and Section 13.12 of this Agreement; and

12.3.4 Any action by Franchisor to stop or prevent any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the Hotel. The provisions of this Section are intended to benefit and bind certain third-

party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

12.4 **WAIVER OF PUNITIVE DAMAGES.** FRANCHISEE HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES AGAINST FRANCHISOR AND ITS AFFILIATES.

12.5 **WAIVER OF JURY TRIAL.** THE PARTIES EACH WAIVE TRIAL BY JURY OF ANY ACTION OR PROCEEDING, AT LAW OR IN EQUITY, BROUGHT AGAINST EACH OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN THE ACTION OR PROCEEDING.

12.6 **WAIVER OF CLASS ACTIONS**NEITHER FRANCHISOR NOR FRANCHISEE SHALL SEEK TO LITIGATE OR ARBITRATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY, ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO ARBITRATION OR OTHER ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISOR AND FRANCHISEE AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISOR OR FRANCHISEE UNLESS BOTH FRANCHISOR AND FRANCHISEE CONSENT IN WRITING. FRANCHISOR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND FRANCHISOR OR ANY AFFILIATE OF FRANCHISOR WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

12.7 **Jurisdiction.** Franchisee expressly and irrevocably submits to the non-exclusive jurisdiction of the courts of the State of North Carolina for the purpose of any Disputes that are not required to be subject to arbitration under Section 12.2.

13. MISCELLANEOUS

13.1 **Entire Agreement.** This Agreement, together with any agreements to be executed and delivered pursuant to this Agreement and other documents and materials referenced therein (e.g., Standards, the Standards Manual), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior understandings and writings between them. However, nothing in this Agreement is intended to disclaim any representations made to Franchisee in the Franchise Disclosure Document furnished by Franchisor to Franchisee. This Agreement may not be modified except by an instrument in writing executed and delivered by both Parties.

13.2 **Severability.** The language of all provisions of this Agreement shall be construed according to its fair meaning, but in no event shall it be presumed that such language is to be construed against the drafter. If any provision of this Agreement shall be determined to be void, illegal, or unenforceable under applicable Law, all other provisions of this Agreement will continue in full force and effect. However, if in Franchisor's judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to Franchisor, then Franchisor may at any time terminate this Agreement by written notice to Franchisee without penalty or compensation. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisee is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

13.3 **Interpretation.** Section headings are for convenience and are not to be used to interpret the Sections to which they refer. All Exhibits and Schedules to this Agreement are incorporated by reference. Words indicating the singular include the plural and *vice versa* as the context may require. References to days, months and years are all calendar references. Franchisor and Franchisee intend that this Agreement excludes all implied terms to the maximum extent permitted by applicable Law. References that a Person "will" do something mean the Person has an obligation to do such thing. References that a Person "may" do something mean a Person has the right, but not the obligation, to do so. References that a Person "may not" or "will not" do something mean the Person is prohibited from doing so. Examples used in this Agreement and references to "includes" and "including" are illustrative and not exhaustive. Except as otherwise provided in this Agreement, any approval or consent required under this Agreement will not be effective unless it is in writing and signed by the duly authorized officer or agent of the party giving such approval or consent. Franchisor will not be liable for: **(i)** providing or withholding any approval or consent; **(ii)** providing any suggestion to Franchisee; **(iii)** any delay; or **(iv)** denial of any request. In no event may Franchisee make any Claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld, delayed and/or denied any consent or approval under this Agreement. Franchisee waives any such Claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense.

13.4 **No Third-Party Beneficiary.** Except for the Indemnitees, there are no third-party beneficiaries to this Agreement.

13.5 **Waiver.** All modifications, waivers, approvals and consents of or under this Agreement by Franchisor must be in writing and signed by Franchisor's authorized representative to be effective. Franchisor will not be deemed to have waived any right reserved by this Agreement by virtue of any custom or practice of the Parties at variance with said reserved right; any failure, refusal, or neglect by Franchisor to exercise any right under this Agreement, or to insist upon exact compliance by Franchisee with its obligations hereunder; any waiver, forbearance, delay, failure, or omission by Franchisor to exercise any right, whether of the same, similar, or different nature, with respect to Franchisee; or the acceptance by Franchisor of any payments due from Franchisee after any breach of this Agreement. The failure or delay of Franchisor to insist on strict performance of any of the terms of this Agreement, or to exercise any right or remedy, will not be a waiver of future performance of that provision beyond the waiver and/or any other provision of this Agreement. If Franchisee fails to notify Franchisor in writing of an alleged misrepresentation, violation of law, deficiency, or breach of this Agreement within one

(1) year from the date Franchisee has knowledge of, believes, determines, or is of the opinion that there has been a misrepresentation, violation of law, deficiency, or breach by Franchisor, then the alleged misrepresentation, violation of law, deficiency, or breach will be considered waived.

13.6 **Notices.** Notices required under this Agreement must be in writing and delivered personally, by overnight or express delivery service, or by certified mail as follows:

Notices to Franchisor:

ESH Strategies Franchise LLC
13024 Ballantyne Corporate Place, Suite 1000
Charlotte, NC 28277
Attn: General Counsel

Notices to Franchisee:

_____
_____
_____
_____
Attn: _____

13.7 **Corrupt Practices.** Neither Franchisee, nor any person acting for or on behalf of Franchisee, may: **(i)** make any expenditure for any unlawful purposes in the performance of its obligations under this Agreement or in connection with its activities in relation thereto; or **(ii)** bribe or offer to bribe any government official, any political party or official thereof, or any candidate for political office, for the purpose of influencing any action or decision of such person in their official capacity or any Government Entity of any jurisdiction, or for any other reason, or any third party whomsoever. Franchisee, and any person acting on behalf of Franchisee, shall comply with all applicable Anti-Corruption Laws and anti-money laundering laws and regulations in connection with the performance of this Agreement (including without limitation in the construction, development, opening, and operation of the Hotel).

13.8 **Sanctioned Persons.** Franchisee represents and warrants to Franchisor that as of the Effective Date, and Franchisee covenant throughout the Term, that Franchisee, Franchisee's directors, officers, senior management, shareholders, and Controlling Equity Holders are not (and will not be), and are not (and will not be) owned or controlled by, or acting on behalf of, any Sanctioned Persons. Franchisee will notify Franchisor in writing immediately upon the occurrence of any event which would render the foregoing representation, warranty and covenant incorrect. If any event occurs that would causer Franchisee to be in breach of the foregoing representation, warranty and covenant, Franchisor may terminate this Agreement immediately upon written notice to Franchisee.

13.9 **Franchisee's Representations and Warranties.** Franchisee represents and warrants to Franchisor as of the Effective Date as follows:

13.9.1 **DISCLOSURE**. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE HAS READ AND UNDERSTOOD THIS AGREEMENT, THE FRANCHISE DISCLOSURE DOCUMENT AND THE FORM FRANCHISE AGREEMENT ATTACHED AS AN EXHIBIT THERETO AND THAT FRANCHISEE HAS HAD

SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH ITS ADVISORS ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT. FRANCHISEE HAS HAD AN OPPORTUNITY TO NEGOTIATE THIS AGREEMENT.

13.9.2 HOLDING PERIODS. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE RECEIVED A COPY OF THIS AGREEMENT, ITS ATTACHMENTS (INCLUDING ANY ADDITIONS OR DELETIONS UNILATERALLY MADE BY FRANCHISOR) AND THE FRANCHISE DISCLOSURE DOCUMENT, INCLUDING THE FRANCHISE AGREEMENT ATTACHED AS AN EXHIBIT THERETO, AT LEAST SEVEN (7) DAYS BEFORE THE DATE ON WHICH FRANCHISEE EXECUTED THIS AGREEMENT OR MADE ANY PAYMENT TO FRANCHISOR OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT.

13.10 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original. By entering into this Agreement, Franchisee expressly consents to transact business with Franchisor electronically and that, consistent with the Uniform Electronic Transactions Act, and all other applicable state and federal laws, this Agreement may be executed by electronic signatures. The parties to this Agreement agree that the parties' electronic signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures and an electronically signed version of this Agreement shall constitute an original for all purposes.

13.11 Confidential Information. Franchisee must treat as proprietary and confidential the Standards and other Confidential Information, contained in the Standards Manual, and other collateral documents, regardless of form or format, provided and updated as Franchisor requires in its sole discretion. Franchisee acknowledges and agrees that it does not acquire any interest in the Standards and other Confidential Information other than the right to use the same in the development and operation of the Hotel pursuant to this Agreement during the Term. Franchisee agrees that it will not use the Standards or other Confidential Information in any business of for any purpose other than in the development and operation of the Hotel under the System during the Term. Franchisee agrees and acknowledges that the Standards and other Confidential Information are proprietary and constitute trade secrets of Franchisor and its Affiliates which have commercial value. Without Franchisor's prior written consent in Franchisor's sole discretion, Franchisee may not at any time copy, duplicate, record, reproduce, or otherwise transmit or make available to any unauthorized Person all or any part of the Standards or other Confidential Information. Franchisee may divulge the Standards and other Confidential Information only to those of Franchisee's employees or agents who require them for the development or operation of the Hotel, and only if those employees or agents are **(i)** apprised of the confidential nature of the information before it is divulged to them and **(ii)** bound by confidentiality obligations substantially similar to those in this Section. Franchisee is liable for any breaches of these confidentiality obligations by Franchisee's employees or agents. Franchisee will maintain the Standards and other Confidential Information in a safe and secure location and will immediately report to Franchisor any theft or loss of all or any part of the Standards or other Confidential Information. Franchisee will adopt and implement all procedures Franchisor may periodically require in Franchisor's sole discretion to prevent unauthorized use or disclosure of the Confidential Information, including without limitation use of non-disclosure and non-competition provisions in agreements with employees, agents, and independent contractors who have access to the Standards and other Confidential Information. Franchisee agrees that the existence of any Claims it may have

against Franchisor or Franchisor's Affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section. Franchisee further acknowledges that any violation of the terms of this Section would result in irreparable injury to Franchisor or its Affiliates for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by them in violation of the terms of this Section. Franchisee agrees to pay all costs and expenses (including legal fees and court costs) incurred by Franchisor or its Affiliates in connection with the enforcement of this Section, including all costs and expenses for obtaining specific performance, or an injunction against any violation, of the requirements of this Section. The restrictions in this Section shall survive the termination or expiration of this Agreement.

13.12 **Insurance.** Franchisee will procure and maintain insurance at Franchisee's expense with the coverages, deductibles, limits, carrier ratings, and policy obligations required by the Standards. Such insurance requirements may include: property insurance including business interruption, earthquake, flood, terrorism and windstorm; workers' compensation; commercial general liability; business auto liability; umbrella or excess liability; fidelity coverage; employment practices liability; cyber liability; and such other insurance customarily carried on hotels similar to the Hotel. Franchisor may change such requirements in the Standards and may also require Franchisee to obtain additional types of insurance or increase the amount of coverages. All insurance policies must: **(i)** (except for workers' compensation and fidelity insurance) name as unrestricted additional insureds Franchisor, any Indemnitee that Franchisor designates, and Franchisor's respective employees and agents; **(ii)** provide that the coverages will be primary and that any insurance carried by any additional insured will be excess and non-contributory; **(iii)** contain a waiver of subrogation in favor of Franchisor and Franchisor's designated Affiliates, as applicable; and **(iv)** provide that the policies will not be canceled, non-renewed, or reduced without at least thirty (30) days' prior written notice to Franchisor. Franchisee must furnish Franchisor with certificates of insurance evidencing these requirements (e.g., terms, limits, and names of insurers). Renewal certificates of insurance will be delivered to Franchisor not less than 10 days before their respective inception dates. If Franchisee fails to procure or maintain the required insurance, Franchisor may, in Franchisor's sole discretion, upon ten (10) days' written notice to Franchisee, procure and maintain the required insurance without notice to Franchisee and may require Franchisee to reimburse Franchisor for all related costs and fees of doing so. If Franchisee delegates its insurance obligations to any other Person, Franchisee will ensure that such Person satisfies such obligations. Such delegation will not relieve Franchisee of its obligations under this Agreement and the Standards. Any failure to satisfy the insurance requirements is a default under this Agreement. Franchisee will cooperate with Franchisor in pursuing any claim under insurance required by this Agreement.

13.13 **Additional.** Franchisee and the persons signing this Agreement for Franchisee have full power and authority and have been duly authorized, to enter into and perform or cause performance of Franchisee's obligations under this Agreement. Franchisee has obtained all necessary approvals of Franchisee's owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Hotel exists other than this Agreement. Franchisee's execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which Franchisee or any of Franchisee's Equity Owners is a party or is subject or to which the Hotel is subject. Neither Franchisee nor the Hotel is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date Franchisee executes this Agreement and was not within the three years preceding such date. Neither general economic downturn or conditions nor Franchisee's own financial inability to

perform the terms of this Agreement will be a defense to an action by Franchisor or Franchisor's Affiliates for Franchisee's breach of this Agreement. All written information Franchisee has submitted or will submit to Franchisor about the Hotel, Franchisee, Franchisee's owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between Franchisor and Franchisee except as expressly stated in this Agreement. With the exception of Claims related to representations contained in the franchise disclosure document for the Brand, Franchisee, on Franchisee's own behalf and on behalf of, as applicable, Franchisee's officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby release, remise, acquit and forever discharge Franchisor and Franchisor's Affiliates and Franchisor's and Affiliates' 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 Franchisor and Franchisee before the Effective Date of this Agreement. This release will survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Development Agreement as of the Effective Date.

ESH STRATEGIES FRANCHISE LLC	**FRANCHISEE**:
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

DEVELOPMENT TERRITORY AND DEVELOPMENT SCHEDULE

Development Territory. As used in this Agreement, the "Development **Territory**" consists of the following:

[Define by geographic boundaries such as radius from specified location, street borders, city/county limits, etc.]

Development Schedule:

Milestone	Cumulative Applications Approved		Cumulative Brand Hotels in Operation
	Total	Minimum Number of New-Builds	
[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]
[to be inserted]	[to be inserted]	[to be inserted]	[to be inserted]

Identity of Franchisee

Name of Individual_____
Name of Business Entity_____

Unit Holder or Shareholder	Percentage of Ownership

EXHIBIT B

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 Development Agreement, including any Exhibits, attachments and addenda.

"**Anti-Corruption Laws**" means the **(i)** the United Nations Convention Against Corruption; **(ii)** the U.S. Foreign Corrupt Practice Act, available in many languages at http://www.justice.gov/criminal/fraud/fcpa/statutes/regulations.html, 15 U.S.C. § 78m, 78dd-l, 78dd-2, and 78dd-3; **(iii)** the Organization For Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (and related implementing legislation); **(iv)** the relevant common law or legislation from time to time in force in England and Wales, including the Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001, the Criminal Law Act 1977, and The Bribery Act 2010; and **(v)** any anti-bribery or anti-corruption provisions in the criminal, anti-competition, anti-bribery and/or anti-corruption laws of the jurisdiction in which Franchisee operates; together with any amending, consolidating or successor legislation or case law which has effect from time to time in the relevant jurisdiction.

"Application" means Franchisee's application for a proposed site for approval by us.

"**Brand**" means the brand name Extended Stay America Suites® but specifically excluding other brands or names of Franchisor or any affiliate whether or not using the mark Extended Stay America alone or with another designation (such as "Premier Suites") or otherwise.

"**Brand Hotels**" means hotels operating under the System using the Brand.

"Claim" means any demand, inquiry, investigation, action, claim or charge asserted, including in any judicial, arbitration, administrative, debtor or creditor proceeding, bankruptcy, insolvency, or similar proceeding.

"Confidential Information" means **(i)** the Standards, System, Network and Website, **(ii)** documents, proprietary information, or trade secrets approved for the System or used in site selection, design, construction, renovation or operation of the Hotel, (in) any marketing, reservations, quality assurance, guest loyalty and satisfaction, training, technology or other systems, services or programs developed for the System; **(iii)** knowledge of specifications for and suppliers of Supplies and other products and supplies that are identified with Brand Hotels and/or other Network Hotels; **(iv)** Data, Guest Data and other information contained in, relating to, or arising from use of the Reservation Service; **(v)** any other knowledge, trade secrets, business information or know-how or other proprietary information obtained or generated **(a)** through Franchisee's use of the System or the operation of the Hotel that Franchisor deem confidential or **(b)** under any Other Agreements.

"**Control**" (and any form thereof, such as "**controlling**" or "**controlled**") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or 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.

"**Dispute**" means any disagreement, controversy, or Claim relating to or arising out of the Franchise Agreement and/or any Other Agreement(s), the relationship created by the Franchise Agreement and/or the Other Agreement(s), or the validity or enforceability of the Franchise Agreement and/or any Other Agreement(s).

"**Effective Date**" has the meaning defined in the preamble to this Agreement.

"**Franchise Disclosure Document**" means that certain document that Franchisor provides to prospective franchisees of Brand Hotels as required by the trade regulation rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" and as Franchisor may update from time to time.

"Franchisee" means Franchisee and its permitted successors and assigns.

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

"**Gross Room Revenue**" means revenues attributable to or payable for the use or occupancy of the Guestrooms at the Site, including barter and credit transactions (before commissions and discounts for credit cards), whether or not collected, proceeds from any business interruption insurance or other loss of income insurance applicable to loss of revenues due to the non-availability of rooms, and proceeds for guaranteed no-show revenue and other cancellation fees which are collected, but excluding sales taxes, room taxes or other taxes collected by Franchisee from customers for transmittal to appropriate taxing authorities. Gross Room Revenue shall also exclude revenue derived from vending, laundry exchange, and laundry machines. Gross Room Revenue shall be accounted for in accordance with the Uniform System of Accounts for The Lodging Industry, Eleventh Revised Edition, 2014 (the "**2014 11th Edition**"), as published by the Hotel Association of New York City, Inc., except as otherwise provided in the accounting procedures set forth in the Standards; subject, however, to the right of us to designate any subsequent edition or to designate a reasonable alternative accounting system if, the 2014 11th Edition is no longer recognized as the authoritative lodging accommodations accounting practice.

"**Guestrooms**" 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 Guestrooms.

"**Hotel**" means the Hotel located at the Site that Franchisee will develop pursuant to this Agreement. The Hotel includes all structures, facilities, appurtenances, guest rooms, meeting facilities, supplies, entrances, exits, and parking areas located on the Site or any other real property that Franchisor approves for Hotel expansion, signage, or other facilities.

"**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, 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.

"**Marks**" means the Brand and all other business names, copyrights, designs, distinguishing characteristics, domain names, emblems, insignia, logos, slogans, devices, service marks, service marks, symbols, trademarks, trade dress, trade names, and indicia of origin (whether registered or unregistered by Franchisor or Franchisor's Affiliates) used in the System, all as Franchisor or Franchisor's Affiliates may change, delete, add to or otherwise modify in Franchisor's sole discretion, and any combinations of the foregoing.

"**Network**" means the hotels, inns, conference centers, timeshare properties and other operations that Franchisor and Franchisor's Affiliates own, license, lease, operate or manage, whether under the Brand or other brands, now or in the future.

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

"**Party**" or "**Parties**" means Franchisee or Franchisor when referred to individually, and collectively when referred to in plural.

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

"**Sanctioned Person**" means **(a)** the government of any country that is subject to an embargo imposed by the United States government or United Kingdom government; **(b)** in the event of entities, Persons located in, or organized under, the laws of any country that is subject to an embargo imposed by the United States government or United Kingdom government; **(c)** in the event of individuals, Persons that ordinarily reside in any country that is subject to an embargo imposed by the United States government or United Kingdom government; or **(d)** Persons identified from time to time by any government or legal authority under applicable laws as a Person with whom dealings and transactions by ESA and/or its Affiliates are prohibited or restricted, including Persons designated on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers), Persons designated on the United Kingdom government's asset freeze lists and similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, European Union, regional or national trade or financial sanctions.

"**Site**" means the real property on which the Hotel is located or to be located, as approved by Franchisor.

"**Standards**" means Franchisor's confidential Brand standards, systems, guides, programs, other requirements (including those relating to insurance), directives, specifications, design criteria, and such other information, initiatives and controls that are required by Franchisor in its sole discretion for planning, designing, constructing, renovating, refurbishing, and operating Brand Hotels.

"**System**" means the elements, including know-how, that Franchisor designates to distinguish hotels operating under the Brand that provide to the consuming public a similar, distinctive, hotel service, as Franchisor may modify, amend or supplement from time to time in its sole discretion. The System currently includes: the Marks, Confidential Information and the Standards; access to the Reservation Service;

advertising, publicity and other marketing programs and materials; training programs and materials; and programs for Franchisor inspection of the Hotel and consulting with Franchisee. Franchisor operates multiple franchise systems under various trademarks. For the avoidance of any doubt, for purposes of this Agreement, "System" only refers to the franchise system for the Brand being licensed to the Franchisee.

"**Transfer**" means the voluntary or involuntary, direct or indirect, sale, conveyance, exchange, assignment, transfer, pledge, grant of a security interest in, or other disposition of this Agreement by law or otherwise, any right or obligation under this Agreement, or any form of ownership interest in Franchisee or the assets, revenues or income of Franchisee's Hotel, including: **(1)** any issuance or redemption of a legal or beneficial ownership interest in the capital stock or ownership units of Franchisee; **(2)** any merger or consolidation of Franchisee, whether or not Franchisee is the surviving legal entity; **(3)** any transfer as a result of a divorce, insolvency or dissolution proceeding or otherwise by operation of law; **(4)** any transfer on the death of Franchisee or any Owner of Franchisee by will, declaration of trust or under the laws of intestate succession; or **(5)** any foreclosure of Franchisee's Hotel or any Franchisee transfer, surrender or loss of possession, control or management of Franchisee's Hotel. A marketing list, customer list or potential customer list may be transferred only with Franchisor's prior written approval in Franchisor's sole discretion to a transferee to whom Franchisee's rights and obligations under this Agreement are simultaneously being transferred in accordance with the terms hereof.

EXHIBIT C

HOTEL TECHNOLOGY AGREEMENT

ESA HOTEL TECHNOLOGY AGREEMENT

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EXHIBIT B - Project Management Statement of Work

ESA HOTEL TECHNOLOGY AGREEMENT

This ESA Hotel Technology Agreement (the "**HTA**") between ESH Strategies Franchise LLC, a Delaware limited liability company ("**ESA**") and [_____ _____] ("**Franchisee**"), is entered into as of the date of the last signature below (the "**Effective Date**"). ESA and Franchisee are parties to that certain Franchise Agreement dated [_____] (the "**Franchise Agreement**") with respect to Franchisee's EXTENDED STAY AMERICA SUITES® hotel located at [_____] (the "**Hotel**"). The parties desire to establish terms and conditions by which Franchisee will purchase, lease, license and/or acquire a personal, revocable, non-exclusive, non-transferable right to use certain software, hardware, network, connectivity, cloud, subscription and other services for the benefit of the Hotel while operated by the Franchisee in accordance with the Franchise Agreement, each according to the terms herein, including the schedules, exhibits, addenda and statements of work referencing and incorporating this HTA, and of the Franchise Agreement and related documents, including but not limited to the Information Technology and Telecommunication and Safety and Security Brand Standards, as well as insurance requirements set forth in Brand Standards. This HTA is included within the defined term "Other Agreements" under the Franchise Agreement. Accordingly, the parties acknowledge and agree to the foregoing and the following terms and conditions:

1. MASTER AGREEMENTS; PROJECT MANAGEMENT SERVICES; FEES & COSTS.

1.1 Master Agreements. ESA or its affiliates may, from time to time, without warranty or representation of any kind, negotiate with an outside vendor, a master computer equipment purchase or lease agreement, a master software license or sublicense agreement, a master services agreement, a master subscription agreement, a master software as a service agreement, a master cloud or other access agreement, a master hosting agreement, an application services agreement, a master pricing agreement, a master connectivity or network agreement, a master purchase order, or other master agreement (collectively, the "**Master Agreements**") and provide certain opportunities for Franchisee to purchase, lease, license or obtain the use of approved equipment and software from preferred suppliers (the "**Preferred Vendor**") or to engage providers of services (the "**Preferred Supplier**") or to license software pursuant to the terms of the Master Agreements. ESA may require Franchisee to execute a separate agreement with the Preferred Vendor and/or Preferred Supplier, or a Joinder, Participation Agreement or Statement of Work with respect to these Master Agreements, which may include those in **Exhibit A** attached hereto. In such event, Franchisee will have direct privity of contract with such vendor and shall be bound by the terms thereof as they apply to Franchisee thereunder and Franchisee shall be solely and directly responsible for compliance thereof and shall indemnify, defend and hold the ESA Entities harmless from all Claims relating thereto. Franchisee agrees that it shall not do any act, deed or omission which may result in a breach of terms or conditions provided, directly or indirectly, by an ESA Entity and shall provide each ESA Entity with such cooperation relating to such ESA Entity's performance of its obligations under this Agreement as such ESA Entity may request from time to time, including without limitation remote and onsite access and all information, data, reports and other materials required by the ESA Entity. Franchisee agrees to comply with ESA Entities' regulations, rules and policies relating hereto as each may determine from time to time.

THE ESA ENTITIES DO NOT MAKE ANY REPRESENTATION OR WARRANTIES IN REGARD TO THE PREFERRED VENDORS OR PREFERRED SUPPLIERS, THEIR AGREEMENTS, PRODUCTS AND/OR SERVICES AND SHALL HAVE NO LIABILITY WHATSOEVER FOR THE TERMS AND CONDITIONS THEREOF, PERFORMANCE OF ANY OBLIGATIONS OF OTHER AGREEMENTS THEREUNDER, ANY EQUIPMENT PURCHASED, LEASED, LICENSED OR INSTALLED, ANY SERVICES PERFORMED, ANY USE OF ANY SOFTWARE, OR ANY SOFTWARE LICENSED OR SUBLICENSED PURSUANT THERETO.

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1.2 Project Management Services. Franchisee hereby engages ESA to act as a project manager for the installation of the required property management system and payment terminals by Preferred Vendors. Franchisee will be required to execute an agreement with ESA similar to the Project Management SOW in **Exhibit B** attached hereto.

1.3 Fees & Costs. Franchisee agrees to pay upon receipt of invoices all costs, fees, expenses, payments, charges and reimbursements of ESA, its parents, their affiliates, subsidiaries, contractors and subcontractors (collectively, "**ESA Entities**") incurred hereunder. ESA in its sole discretion may require an upfront deposit of all or part of such total estimated amounts, with any balances due upon invoicing. Amounts due to third parties, including without limitation Preferred Suppliers and Preferred Vendors are not included in the foregoing amounts and Franchisee agrees to pay all such amounts promptly when due. In addition to other such amounts due, Franchisee is responsible for all transportation, handling, rigging and insurance charges, including without limitation shipping from point of origin to destination. Unless otherwise provided in this Agreement, all fees, costs, charges and any other amounts payable by Franchisee to any ESA Entity under this Agreement shall be exclusive of any and all withholding, sales, use, property, excise, gross receipts, consumption, royalty, VAT and other similar country, federal, state, municipal or local taxes or duties, levies, fees and assessments of whatsoever nature (collectively, "**Taxes**"). Franchisee shall pay all Taxes resulting from this Agreement. If Franchisee is required by any applicable law to make any deduction or withholding on account of Taxes or otherwise from any payment payable to any ESA Entity under this Agreement, Franchisee shall, together with such payment, pay such additional amount as will ensure that any ESA Entity under this Agreement receives a net amount (free from any deduction or withholding in respect of such additional amount itself) free and clear of any such Taxes or other deductions or withholdings and equal to the full amount which ESA Entity under this Agreement would otherwise have received as if no such Taxes or other deductions or withholdings had been required. Where appropriate, any ESA Entity under this Agreement may provide an invoice to Franchisee for Taxes, deductions or withholdings that were deducted or withheld from any payment made to any ESA Entity under this Agreement, which invoice Franchisee must promptly pay. Promptly after payment of Taxes, Franchisee shall forward the following to ESA: **(1)** copies of official receipts or other evidence reasonably satisfactory to ESA showing the full amount of Taxes and/or any other deduction or withholding that has been paid to the relevant tax authority; and **(2)** a statement in English (in a form ESA requires) listing the full amount of Taxes and/or any other deduction or withholding that has been paid in local currency and U.S. Dollars. Where appropriate, Franchisee may provide any ESA Entity under this Agreement with a copy of its tax residency certificate or tax exemption documentation or any other required documentation that permits a reduced withholding tax rate to apply for payments to any such ESA Entity and Franchisee agrees to withhold tax at the applicable reduced withholding tax rate. Franchisee acknowledges that ESA Entities may derive revenues and/or other material consideration on all or a portion of such amounts or for the license, sale, lease or provision of software, hardware, networks, connectivity or services hereunder.

2. TECHNOLOGY SERVICES; SYSTEM.

2.1 The term of this HTA shall be three (3) years from the Effective Date ("**Term**"). The Term will automatically renew for successive one (1) year terms unless ESA notifies Franchisee, not less than ten (10) days prior to the expiration of the current term, of its intention not to renew. Franchisee agrees that this HTA is irrevocable by Franchisee for the Term, that Franchisee's obligations hereunder are absolute and shall continue without abatement, regardless of any disability of Franchisee to use the System or any part thereof because of any reason. During the Term, ESA or its affiliates may provide, in its sole discretion, certain information technology services (the "**Technology Services**") to the Hotel as part of the services being provided to the System. The "**System**" means the elements, including know-how, that ESA designates to distinguish hotels operating under the Extended Stay America Suites® brand that provide to the consuming public a similar, distinctive, hotel service, including without limitation the Website, technology or network services, systems and/or programs, and the Reservation Service as referenced in the Franchise Agreement, each as ESA may modify, amend or supplement from time to time. ESA may make or require

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enhancements, improvements, updates, and/or modifications to the Technology Services or modify, alter or delete elements of the Technology Services at any time. According to the terms and conditions hereof, ESA authorizes the non-exclusive, personal, revocable, non-exclusive, non-transferable right to use the Technology Services in the operation of the Hotel. Franchisee must follow the standards ESA has established for the Technology Services, which may require Franchisee to make enhancements, improvements, updates, and/or modifications to the Technology Services and/or the System. The Technology Services and the System may be used by Franchisee solely on equipment and networks authorized by ESA and solely for Franchisee's own internal Hotel operations. Franchisee shall not permit any use or access by any unauthorized equipment, sites or persons. Franchisee shall maintain the System in confidence and not disclose any of the System to any third party nor permit the System to be used or accessed by anyone other than Franchisee's selected employees who may require access to the System as an authorized part of their Hotel duties. No legal or equitable title to or ownership of any of the System or any proprietary rights therein are transferred to Franchisee hereunder other than the limited license and/or right to use specified herein. Any changes, improvements, additions, and/or modifications to the System and all proprietary rights therein, including without limitation copyrights, patents and trade secret rights, shall be ESA's sole and exclusive property and subject to the terms and conditions of the Agreement.

2.2 Franchisee shall provide information, site and system access and facilities (including, but not limited to, broadband internet access, other telecommunications and office services and supplies) as are reasonably necessary to enable ESA to perform the Technology Services, deliver related equipment and maintain, enhance, improve, update and/or modify the System. Franchisee acknowledges and agrees that Technology Services are dependent on and subject to performance by Franchisee of its obligations associated with this HTA in a timely manner. ESA shall be entitled to rely on, and Franchisee shall be responsible for, all decisions, instructions and approvals of Franchisee project, administrative and other personnel in connection with the Technology Services. Franchisee shall maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the operation of the System and are able to operate the System in a professional, efficient and competent manner. ESA shall have no liability for any damages, costs or expenses of reconstructing any data or information that may be destroyed, impaired or lost.

2.3 If any are required, Franchisee shall be responsible for procuring all consents, licenses, approvals or permissions as may be necessary to enable ESA to perform the Technology Services.

2.4 Any upgrades, modifications, changes, interfaces, or new software or hardware at the Hotel (collectively, "**Changes**") are subject to ESA's consent, in ESA's sole and absolute discretion from time to time and Franchisee shall be responsible and liable for all such Changes, including the costs, expenses, and fees associated with such Changes and any reconfiguration or other charges resulting from such Changes. ESA may revoke any prior consent to any Changes at any time in its sole and absolute discretion and Franchise shall immediately remove any such Changes as well as any Changes that ESA has not approved and does not approve. Charges shall be billed to Franchisee by ESA at its standard rates then in effect or as otherwise agreed in writing by ESA and Franchisee and shall be due and payable by Franchisee upon invoicing.

3. ESA'S IP RIGHTS.

3.1 Subject to Franchisee's performance of its obligations in this HTA, ESA grants to Franchisee a limited, personal, revocable, non-transferable, non-exclusive temporary right to use the Technology Services during the term of the Franchise Agreement to operate a franchised hotel at a specific location.

3.2 All rights, title and interest in the Technology Services, the System, and all other ESA property, as applicable, shall remain in ESA. Nothing in this HTA shall preclude ESA from developing for itself, or for others, materials which are competitive with those produced as a result of the Technology Services provided hereunder, irrespective of their similarity to items which may be delivered to Franchisee

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pursuant to this HTA.

3.3 Franchisee shall not remove or obscure any copyright, trademark or confidentiality notices or marks affixed to any of the Technology Services or the System provided pursuant to this HTA. No ESA Entity shall be liable to Franchisee or any third party in the event Franchisee has removed or attempted to modify or breach any copyright, trademark or confidentiality notices or marks affixed to any of the Software. No ESA Entity shall be liable in connection with any claim of infringement of intellectual property rights, including, but not limited to, copyright, patent, trade secret, trademark, service marks, trade names, trade dress, logos, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws (collectively, "**Intellectual Property Rights**") if Franchisee has modified any of the Software provided pursuant to this Agreement, combined any such Software or related material with or into any other programs, data, devices, components or applications and such infringement would not have occurred without such modification or combination. Further, no ESA Entity shall have any liability hereunder if such liability arose or was incurred in whole or in part because of any access, use, copying, distribution, modification or other exploitation of any of the Software beyond the scope permitted under this Agreement.

3.4 Franchisee acknowledges that the Technology Services and the System are subject to certain Intellectual Property Rights owned or held by ESA Entities and that the information contained therein is proprietary to the ESA Entities. Franchisee agrees not to reproduce, nor duplicate, nor reuse, in whole or in part, any of the System, or the documentation or materials comprising the System in any manner (whether directly, or in creating a new use or otherwise) without the prior written consent of ESA. This prohibition against reproduction also applies to the duplication and/or transmission of any related materials supplied by ESA.

3.5 If Franchisee receives notice of a claimed copyright infringement or any other Intellectual Property Right infringement, Franchisee shall promptly submit a notification (in accordance with Title, 17, United States Code, Section 512(c)(3)) to the following Designated Agent (or any other individual hereinafter designated by ESA):

Service Provider(s): ESA Management, LLC

Name of Agent Designated to Receive Notification of Claimed Infringement: General Counsel

Full Address of Designated Agent to Which Notification Should be Sent: 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277

Telephone Number of Designated Agent: 980-345-1600

Email Address of Designated Agent: legal@extendedstay.com

If Franchisee has not received a notice of an Intellectual Property Right infringement but believes that Franchisee's data or other files accessed, used, saved, stored or backed-up on the Information System infringes any Intellectual Property Rights, Franchisee shall promptly notify the Designated Agent listed above.

4. CONFIDENTIAL INFORMATION.

4.1 Franchisee shall maintain the confidential nature of the information contained in the Technology Services and the System, which are provided for its use at the Hotel as further provided in this HTA. Franchisee agrees not to provide or otherwise make available such information or the System to any person or entity other than Franchisee's selected employees at the Hotel without prior written consent of

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ESA. Franchisee further agrees to protect the System or any of the software or information contained therein from unauthorized use or disclosure by its agents, employees, or other third parties.

4.2 Franchisee hereby represents and warrants that it will not share with nor enter into any agreement or understanding with any competitors of ESA including any other ESA brand hotel (other than any such hotel owned by the same owner) to share or exchange information concerning prices, bids, or terms or conditions of sale.

4.3 Franchisee further agrees that it shall maintain the confidential nature of such information, the System, and related materials, together with all of the information ESA Entities may obtain from Franchisee or about Franchisee or about the Hotel or its guests under this Agreement, or under any agreement ancillary to this Agreement, or otherwise related to this Agreement and agrees that such information is ESA's proprietary and confidential information. All revenues related thereto will be ESA's property. During the Term hereof and for a period of two years following any expiration or termination of this HTA, ESA or its agent may enter upon the premises of the Hotel and/or access Hotel systems at any time to audit and review Franchisee's use of the System for compliance with this HTA and security practices. Any fees or amounts determined to be due, or any remedial action to be undertaken, as a result of Franchisee's audited use of the Software or security practices not in compliance with this HTA shall be the sole responsibility of Franchisee. Nothing in this section shall be deemed to limit ESA's rights to perform traffic and other monitoring of the System.

4.4 All information ESA Entities obtain from Franchisee or about the Hotel or its guests or prospective guests is ESA's confidential and/or proprietary information which ESA Entities may use for any reason including making a financial performance representation. Franchisee may use information that it acquires from third parties in operating the Hotel, such as Personal Information, at any time during or after the Term to the extent lawful and at Franchisee's sole risk and responsibility, but only in connection with operating the Hotel.

4.5 Franchisee will: **(i)** comply with all applicable Privacy Laws; **(ii)** comply with all ESA brand standards that relate to Privacy Laws and the privacy and security of Personal Information; **(iii)** refrain from any action or inaction that could cause any ESA Entity to breach any Privacy Laws; **(iv)** do and execute, or arrange to be done and executed, each act, document and thing any ESA Entity deems necessary in its business judgment to keep ESA Entity in compliance with the Privacy Laws; and **(v)** immediately report to ESA the theft or loss of Personal Information. Franchisee shall notify ESA in writing immediately if Franchisee (or its software partners, business partners, agents, or third party service providers) discovers, is notified of, or reasonably suspects a security incident involving any Personal Information or other customer or guest data, that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information or other customer or guest data ("**Security Incident**"). Notwithstanding anything to the contrary in this HTA, to the extent that a Security Incident arises from or is related to Franchisee's or its software partners, business partners, agents, or third party service providers' processing of Personal Information or other customer or guest data or use of or access to ESA's systems in breach of this section, Franchisee shall be responsible for the costs of remediating and mitigating the Security Incident, and shall in good faith coordinate with ESA on the timing, content and manner of any remediation steps, and shall provide ESA the opportunity to review and comment on the content of any notices to authorities or customers or guests. Notwithstanding anything to the contrary in this HTA, Franchisee shall indemnify, defend, and hold Indemnified Parties harmless from and against any Claims related to a violation of this Section.

4.6 For purposes of this Section 4, the capitalized terms used above will have the following meanings. "**Personal Information**" means any information that (i) can be used (alone or when used in combination with other information within Franchisee's control) to identify, locate or contact an individual,

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or (ii) pertains in any way to an identified or identifiable individual. By way of illustration, and not of limitation, Personal Information consists of obvious data elements, such as name, address and email address as well as less obvious information such as credit card number, personal preferences, hotel stay-related information and guest account information. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files. As an example, Personal Information may pertain to guests and other consumers, employees and other workers, business partners' employees, or visitors. "**Privacy Laws**" means any international, national, federal, provincial, state, or local law, code or regulation that regulates the Processing of Personal Information in any way, including national data protection laws (whether or not derived from the EU Data Protection Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC), laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules. For purposes of this Agreement, "**Privacy Laws**" includes required industry codes, such as the Payment Card Industry Data Security Standard (PCI DSS). "**Processing**" means to perform any operation or set of operations upon Personal Information, whether or not by automatic means, such as to collect, receive, record, install, download, organize, store, retain, adapt, alter, align, copy, combine, retrieve, access, print, read, open, consult, use, make available, convey, distribute, disclose, transmit, share, block, dispose of, erase or destroy, such Personal Information. "**Standards**" means all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by any ESA Entity for use in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of ESA hotels, including the Hotel.

4.7 ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. §§ 2701–2711) AND SIMILAR LAWS: ESA MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY DATA OR OTHER FILES TRANSMITTED ON OR THROUGH THE SYSTEM. ESA WILL NOT BE LIABLE FOR THE PRIVACY OF ANY DATA OR OTHER FILES TRANSMITTED ON OR THROUGH THE SYSTEM.

4.8 ESA MAY INFORM GOVERNMENTAL AUTHORITIES OR INTERESTED THIRD PARTIES IF ESA SUSPECTS, BELIEVES OR RECEIVES NOTICE THAT FRANCHISEE'S DATA OR OTHER FILES CONTAIN LEGALLY PROHIBITED INFORMATION OR ARE BEING USED FOR ILLEGAL PURPOSES. FRANCHISEE ACKNOWLEDGES THAT ESA OR THE THIRD PARTY PROVIDER MAY MONITOR AND REVIEW STORED DATA AND OTHER FILES WITHOUT RESTRICTION AND FRANCHISEE HEREBY ACKNOWLEDGES AND CONSENTS TO SUCH MONITORING. FRANCHISEE ALSO ACKNOWLEDGES THAT ESA OR THE THIRD PARTY PROVIDER MAY NEED TO RELEASE FRANCHISEE'S DATA OR OTHER FILES WHEN ESA 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 ESA NOR THE THIRD PARTY PROVIDER SHALL BE RESPONSIBLE OR LIABLE TO FRANCHISEE FOR ANY SUCH ACTIONS TAKEN BY ESA OR THE THIRD PARTY PROVIDER.

5. DISCLAIMER OF WARRANTIES.

5.1 ESA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO FRANCHISEE WHATSOEVER WITH RESPECT TO THE MASTER AGREEMENTS, HTA, PROJECT MANAGEMENT SERVICE, THE SYSTEM, OR TECHNOLOGY SERVICES. THE ESA ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES CONCERNING THE MASTER AGREEMENTS, HTA, PROJECT MANAGEMENT SERVICES, THE SYSTEM, AND TECHNOLOGY SERVICES AND ANY WORK, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN,

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ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY, OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

5.2 ESA DOES NOT WARRANT THAT THE SYSTEM OR THE TECHNOLOGY SERVICES PROVIDED HEREUNDER WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE FIXED, THAT THE INFORMATION SYSTEM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WILL BE ACCURATE OR COMPLETE. ESA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF, THE INFORMATION SYSTEM IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

5.3 FRANCHISEE MAY NOT ATTACH OR USE EQUIPMENT AND/OR INTERFACES WHICH HAVE NOT BEEN CERTIFIED BY ESA AS MEETING ESA'S SPECIFICATIONS NOR INSTALL SOFTWARE ON ANY EQUIPMENT ATTACHED TO THE SYSTEM. ESA SHALL HAVE NO OBLIGATIONS OF ANY KIND RELATED TO ANY ERRORS, DEFECTS OR PROBLEMS CAUSED IN WHOLE OR IN PART BY (i) ANY MODIFICATIONS OR ENHANCEMENTS MADE TO ANY OF THE SOFTWARE BY FRANCHISEE OR ANY OTHER PERSON OR ENTITY; (ii) ANY SOFTWARE PROGRAM, EQUIPMENT, FIRMWARE, PERIPHERAL OR COMMUNICATION DEVICE USED IN CONNECTION WITH THE EQUIPMENT OR THE SOFTWARE WHICH WAS NOT APPROVED IN ADVANCE IN WRITING BY ESA; (iii) THE FAILURE OF FRANCHISEE TO FOLLOW THE MOST CURRENT INSTRUCTIONS PROMULGATED BY ESA OR ANY THIRD PARTY VENDOR FROM TIME TO TIME WITH RESPECT TO THE PROPER USE OF THE SYSTEM; (iv) ANY DEFECT OR FAILURE TO OPERATE IN ACCORDANCE WITH MANUFACTURER'S, DISTRIBUTOR'S OR PUBLISHER'S SPECIFICATIONS THEREFORE OF ANY EQUIPMENT OR SOFTWARE; (v) THE FAILURE OF FRANCHISEE TO SCHEDULE REGULAR PREVENTIVE MAINTENANCE IN ACCORDANCE WITH AN ESA ENTITY'S PROCEDURES; (vi) FORCES OR SUPPLIES EXTERNAL TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION THOSE REASONS SET FORTH IN THE *FORCE MAJEURE* SECTION BELOW; (vii) THE NEGLIGENCE OF FRANCHISEE OR ANY OTHER PERSON OR ENTITY. ANY FIXES PERFORMED BY ESA FOR ANY SUCH ERRORS, DEFECTS OR PROBLEMS SHALL BE FIXED, IN ESA'S SOLE DISCRETION, AT ESA'S THEN CURRENT TIME AND MATERIAL CHARGES. ESA EXPRESSLY RESERVES THE RIGHT TO FIX ANY ERRORS, DEFECTS OR PROBLEMS. ESA SHALL BE UNDER NO OBLIGATION, HOWEVER, TO FIX ANY SUCH FRANCHISEE OR EXTERNALLY CAUSED ERRORS, DEFECTS OR PROBLEMS.

6. LIMITATION ON LIABILITY; INDEMNITY.

6.1 The limit of ESA's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to Franchisee or to any third party concerning performance or non-performance of the Technology Services, or in any manner related to this HTA, for any and all claims shall not in the aggregate exceed the fees actually paid by Franchisee to ESA hereunder during the six month period immediately preceding the time that the cause of action giving rise to such liability first accrues with respect to the Technology Services involved.

6.2 Any costs incurred, and services provided, by ESA in connection with any attempt to provide an express remedy or indemnity provided for in this HTA shall be deemed amounts paid by ESA for purposes of calculating its aggregate liability.

6.3 THE REMEDIES EXPRESSLY PROVIDED IN THIS AGREEMENT CONSTITUTE FRANCHISEE'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL ANY ESA ENTITY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT ESA HAS

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BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF CORRUPTION, OR DISCLOSURE OF DATA OR INFORMATION OF ANY KIND. FRANCHISEE ACKNOWLEDGES THAT ITS USE OF THE SYSTEM AND TECHNOLOGY SERVICES INCLUDING, BUT NOT LIMITED TO, THE USE, SAVING, STORING OR BACKUP OF FRANCHISEE'S DATA AND OTHER FILES RELATING TO FRANCHISEE'S OPERATION, AND/OR CERTAIN OTHER FRANCHISEE DATA AND FILES AS MAY BE UTILIZED ON THE SYSTEM IS NOT WITHOUT RISK AS TO LIMITATIONS, FAILURE AND/OR INTERRUPTION. FOR INSTANCE, THERE COULD BE A FAILURE OR INTERRUPTION OF FRANCHISEE'S ACCESS TO OR ANY USE OF THE SYSTEM FOR AN INDETERMINATE PERIOD OF TIME DEPENDING UPON THE NATURE AND SEVERITY OF THE EVENT CAUSING THE FAILURE OR INTERRUPTION. ESA 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 SYSTEM OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF ANY INFORMATION RELATED TO THE SYSTEM. FRANCHISEE HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER ESA NOR ANY THIRD PARTY PROVIDER SHALL BE RESPONSIBLE OR LIABLE TO FRANCHISEE FOR ANY DELAYS, FAILURES, OR INTERRUPTIONS IN THE ACCESS TO OR ANY USE OF THE SYSTEM DUE TO, BUT NOT LIMITED TO, THE REASONS SET FORTH IN THE *FORCE MAJEURE* SECTION BELOW.

6.4 The allocations of liability in this Section 6 represent the agreed, bargained-for understanding of the parties and ESA's compensation hereunder reflects such allocations. The limitations on liability and types of damages stated in this HTA are intended by the parties to apply regardless of the form of any lawsuit or claim a party may bring under or arising out of this HTA, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided in this HTA fails of its essential purpose.

6.5 Franchisee shall defend, indemnify and hold harmless the ESA Entities, their affiliates, and each of their respective officers, employees and agents against all actions, claims, damages, liability, losses, fines, penalties, judgments, costs, and expenses, including, without limitation, court costs and attorneys' fees (collectively, "**Claims**"), relating to or arising out of **(a)** the HTA, including Franchisee's breach of the HTA, or use of the Technology Services or the System; **(b)** Franchisee's failure to comply with any applicable law or ESA requirement; **(c)** Franchisee's negligence, intentional misconduct, or fraud; or **(d)** damage to property, or for bodily injury (including death) in connection with this HTA.

6.6 To the maximum extent permitted by applicable law, the ESA Entities and their subsidiaries and affiliates and each of their respective former and present owners, and each of such entities' officers, employees, directors, shareholders, alter egos, affiliates, partners, representatives, agents, attorneys, successors and assigns shall have no liability to third parties for any claims, losses or damages of any type whatsoever arising out of or in any way related to the access to or use of the System or provision and receipt of the Technology Services. Franchisee shall be responsible for, and Franchisee agrees to indemnify, the ESA Entities and their parents, subsidiaries and affiliates and hold them harmless from and with respect to, any loss or damage (including without limitation attorneys' fees, costs and expenses) which arise out of Franchisee's business operations, including access to or any use of the System or any of the Technology Services provided under this HTA, including, but not limited to, infringement of any Intellectual Property Rights.

7. TERMINATION.

7.1 ESA may at any time and without cause terminate this HTA by giving ten (10) days written notice of termination to Franchisee. This HTA is coterminous with the Franchise Agreement, and as such, upon the termination of the Franchise Agreement for any reason, this HTA hereby terminates without further action by either party.

7.2 ESA may terminate this HTA in the event that Franchisee fails to pay any amount invoiced and not subject to good faith dispute when and as due and such failure continues for a period of ten (10) days following notice thereof given to Franchisee. Franchisee shall pay ESA for all Technology Services rendered and expenses incurred by ESA up to the effective date of termination.

7.3 ESA may, at any time and from time to time, in such order and for such periods as ESA may determine, suspend and/or disable all or part of the System and/or Technology Services to Franchisee, including without limitation to protect the System, upon the signing of a new HTA or replacement thereof, if Franchisee fails to maintain and implement System updates as required, or for Franchisee's failure to perform its obligations under this HTA, and such suspension or disablement shall be in addition to any other rights ESA has under this HTA, at equity or law and Franchisee shall not be entitled to any compensation, refund or reduction in charges by reason of such ESA action. In such event, ESA may require Franchisee to pay ESA upon invoicing any prepaid amounts incurred on Franchisee's behalf. Franchisee acknowledges and agrees that postponement of termination and/or the exercise of any suspension or disablement right shall not constitute or result in actual or constructive termination, abandonment or breach of the HTA or a waiver or release of any right to terminate. ESA RESERVES THE RIGHT FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, FRANCHISEE'S FAILURE TO COMPLY WITH THE SYSTEM'S USE REGULATIONS, RULES AND POLICIES, TO TEMPORARILY BAR ACCESS OF FRANCHISEE TO THE SYSTEM AND/OR TO TEMPORARILY OR PERMANENTLY REMOVE ANY OR ALL DATA OR OTHER FILES. IF ESA OR ANY THIRD PARTY PROVIDER DETERMINES OR RECEIVES NOTICE THAT FRANCHISEE'S NETWORK CONNECTION, SOFTWARE, EQUIPMENT OR FILES MAY INFECT THE SYSTEM WITH A VIRUS, THAT INTERNET ACCESS BY THE FRANCHISEE OR FRANCHISEE'S ACCESS TO OR USE OF THE SYSTEM IS IN VIOLATION OF THE APPLICABLE ACCEPTABLE USE POLICY GOVERNING USE OF THE INTERNET SERVICE PROVIDER'S SERVICES ("AUP"), THE DIGITAL MILLENNIUM COPYRIGHT ACT (THE "DMCA") OR OTHER GOVERNMENTAL LAW OR REGULATION OR THAT FRANCHISEE'S NETWORK CONNECTION, SOFTWARE, EQUIPMENT OR FILES MAY CAUSE HARM TO OR DISRUPT THE SYSTEM. ESA AND THE THIRD PARTY PROVIDER SHALL NOT BE LIABLE FOR ANY INCONVENIENCE OR DISRUPTION TO THE FRANCHISEE CAUSED BY SUCH MEASURES.

7.4 Any and all payment, confidentiality, privacy, security, indemnity intellectual property rights, disclaimers and limitations on liability sections and Franchisee obligations, covenants, acknowledgments, representations, warranties and other agreements, and Sections 8 and 9 shall survive termination, cancellation or expiration of this HTA. Upon any termination of the HTA, Franchisee shall immediately cease all access to and use of the System and shall promptly return any and all copies of System materials and any related documentation, or shall destroy them, as the case may be. Within five (5) business days following such termination, an officer of Franchisee shall certify in writing to ESA that the System and all such materials and documentation are no longer in use, and that all copies have been returned to ESA or destroyed. In the event of a termination before the expiration of any prepaid periods, Franchisee shall pay ESA's then current termination fee. ESA shall have no obligation to provide any services to Franchisee following any termination of the HTA.

8. DISPUTE RESOLUTION.

Any disputes arising under this HTA shall be resolved in accordance with the dispute resolution procedures of the Franchise Agreement, provided that in the event that Franchisee makes improper use of the rights granted herein, the parties agree that ESA and/or its affiliates and subsidiaries would suffer irreparable damage, and ESA shall have the right to obtain an injunction to prevent such misuses and to protect its rights in the System. Such right to injunctive relief shall be cumulative and in addition to any other right or remedy at law to which ESA may be entitled. In the event ESA shall employ legal counsel to enforce its rights hereunder, ESA shall be entitled, in addition to any other damages, to recover reasonable attorneys' fees and costs.

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9. MISCELLANEOUS.

9.1 If any term or provision of this HTA or any application thereof shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof, other applications thereof or the whole of this HTA, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of the HTA which provide for a limitation of liability, disclaimer of warranties, or exclusion or limitation of damages or other remedies is intended by the parties to be severable and independent of any other provision and to be enforced as such. In addition, no provision of the HTA shall be interpreted or construed against the party responsible for the drafting or preparation of the HTA. Instead, such provision shall be interpreted or construed as if both the Franchisee and ESA jointly prepared the HTA. Further, it is expressly understood and agreed that if any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages or other remedies set forth herein shall remain in effect. The parties may execute this HTA in counterparts, each of which shall constitute one and the same instrument. By entering into this HTA, Franchisee expressly consents to transact business with ESA electronically and that, consistent with the Uniform Electronic Transactions Act, and all other applicable state and federal laws, this HTA may be executed by electronic signatures. The parties to this HTA agree that the parties' electronic signatures are intended to authenticate this writing and to have the same force and effect as the use of manual signatures and an electronically signed version of this HTA shall constitute an original for all purposes. Facsimile, portable document format (pdf) or other electronic copies of the HTA, which include the electronic representation of original signatures thereon, are valid, binding and enforceable and shall have the same legal effect for all purposes as signed hard copy originals.

9.2 In connection with this HTA each party is an independent contractor and as such does not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

9.3 Any notice or other communication given pursuant to this HTA shall be in writing and shall be effective when delivered personally or via overnight carrier with proof of delivery to the party for whom intended, or five (5) days following deposit of the same into the United States mail (certified mail, return receipt requested, first class postage prepaid), in either case addressed to such party at the address set forth on the signature page of this HTA. Either party may designate a different address by notice to the other given in accordance herewith.

9.4 No ESA Entity shall be liable for any delays or failures in performance resulting from any acts of God, fire, flood, lightning strikes, tornadoes, earthquakes or other disasters, riots, civil commotion, terrorism, acts of war, acts of government(s), labor disputes, strikes, lockouts, epidemics, network failure, equipment failures, fluctuations or non-availability of electrical power or telecommunications equipment or any other occurrence beyond their control.

9.5 ESA shall not be liable for any delay or failure in performance due to or arising in connection with **(i)** any instructions of Franchisee or any information provided by Franchisee or its agents to ESA or Vendors; **(ii)** any act or omission of Franchisee or any third party supplier of Franchisee; **(iii)** any breach by Franchisee of any of its obligations hereunder; or **(iv)** the inaccuracy or non-occurrence of any assumption agreed to by the parties.

9.6 Section headings are for convenience and are not a part hereof. No action, regardless of form, arising out of the transactions under the HTA, other than an action for nonpayment or for billing errors may be brought by Franchisee more than one (1) year after the cause of action has occurred.

9.7 This HTA shall be governed by and construed in accordance with the internal substantive

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laws of the State of North Carolina, without regard to any conflict of law principles. Franchisee waives, and agrees never to assert, move or otherwise claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including asserting any claim under the judicial doctrine of *forum non conveniens*). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any of the transactions contemplated hereby. Franchisee consents to non-exclusive jurisdiction of the state and federal courts in Charlotte, North Carolina for the purpose of any Disputes that are not required to be subject to arbitration under Section 12.2 of the Franchise Agreement. TO THE EXTENT EITHER PARTY INITIATES LEGAL ACTION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THEM (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LEGAL ACTION), ALL THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY. THIS WAIVER WILL APPLY TO ALL CAUSES OF ACTION THAT ARE OR MIGHT BE INCLUDED IN SUCH ACTION, INCLUDING CLAIMS RELATED TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, ALLEGATIONS OF NATIONAL, TRANSNATIONAL, PROVINCIAL, REGIONAL, LOCAL, STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR SIMILAR CAUSES OF ACTION, AND IN CONNECTION WITH ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES BETWEEN OR AMONG ESA AND FRANCHISEE OR BETWEEN OR AMONG ANY OF THEIR OWNERS, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS.

9.8 This HTA may not be assigned by Franchisee without the prior written approval of ESA, which may be withheld in the sole and absolute discretion of ESA. Any attempted assignment, delegation, or transfer of rights or obligations in violation of this Section 9.8 is null and void *ab initio*. Franchisee understands and acknowledges that ESA anticipates that it may arrange for one or more third parties to provide certain services. Franchisee further expressly agrees that ESA may assign or transfer the HTA and/or any of its rights and duties hereunder to any parent, subsidiary or affiliated entity or any entity which acquires all or substantially all of ESA' operating assets, or into which ESA is merged or reorganized pursuant to any plan of merger or reorganization. This HTA shall be binding upon and inure to the benefit of each party's permitted assigns.

9.9 This HTA and the attachments hereto constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior understandings and agreements, whether written or oral, between the parties with respect to that subject matter. In the event of conflict between the terms hereof and the terms of any Franchise Agreement, brand standard or any other agreement or understanding, the terms of this HTA shall govern resolution of any such conflict. All references in the Franchise Agreement to websites shall also cover the System and include all other electronic media, such as mobile sites, mobile applications, widgets, electronic connections and more. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter hereunder. There being no expectations to the contrary between the parties hereto, no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner any express terms of the HTA or the exhibits attached hereto. Without limiting the generality of the foregoing, the HTA supersedes and terminates any prior or existing agreements between Franchisee and any ESA Entity related to the Technology Services and the System, including without limitation any Master Technology Agreements. Nothing in this Section disclaims any representation made in the Franchise Disclosure Document provided to the Franchisee. The Franchisee and the person signing the HTA on behalf of the Franchisee have the full legal power, authority and legal right to enter into, perform and observe the HTA. This Agreement constitutes a legal, valid and binding obligation of Franchisee.

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IN WITNESS WHEREOF, the parties hereto have executed this HTA as of the Effective Date.

ESH STRATEGIES FRANCHISE LLC	**[FRANCHISEE]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: 13024 Ballantyne Corporate Place Suite 1000 Charlotte, NC 28277 Attn: General Counsel	Address: _____ _____

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EXHIBIT A

TO HOTEL TECHNOLOGY AGREEMENT

Participation Agreements & SOWs

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MICROSOFT PARTICIPATION AGREEMENT

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PARTICIPATION AGREEMENT

This Participation Agreement is entered into by the party signing below ("you") for the benefit of the Microsoft affiliate ("Microsoft") and shall be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and ESA Management, LLC ("customer") have entered into Microsoft Enterprise Enrollment, No. 82436800 (the "agreement"), under which you desire to sublicense certain Microsoft Products. Terms used in this agreement but not otherwise defined will have the definition provided in the agreement. 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 any version of any Product sublicensed under the agreement is governed by the applicable use rights for the Product and version licensed as of the date you first run that copy. The use rights for Software are published by Microsoft in the Product Terms, and the use rights for Online Services are published in the Online Services Terms (collectively, the "Use Rights"). Such Use Rights will be made available to you by the customer, or may be found at http://www.microsoft.com/licensing/contracts. Microsoft does not transfer any ownership rights in any licensed Product and it reserves all rights not expressly granted.

Acknowledgment and Agreement. You hereby acknowledge that you have obtained a copy of the Use Rights located at http://www.microsoft.com/licensing/contracts 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 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.**

   (i) **Microsoft Warrants that**:

      1) Online Services will perform in accordance with the applicable Service Level Agreement; and

      2) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation.

   (ii) **Limited warranty term.** The limited warranty for:

      1) Online Services is for the duration of your use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement; and

      2) Products other than Online Services is one year from the date customer first obtained rights to the Product.

   (iii) **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

1) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Use Rights, or resulting from events beyond Microsoft's reasonable control;

2) the limited warranty does not apply to components of Products that you are permitted to redistribute;

3) the limited warranty does not apply to free, trial, pre-release, or beta products; and

4) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

(iv) Remedies for breach of limited warranty. If Microsoft fails to meet any of the above limited warranties and you notify Microsoft within the warranty term, then Microsoft will:

1) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

2) for Products other than Online Services, at its option, either (a) return to customer the price paid by customer, or (b) repair or replace the Product.

These are your only remedies for breach of the limited warranty other than remedies required to be provided under applicable law.

C. **NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, 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. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW LAST FOR ONE YEAR FROM THE START OF THE LIMITED WARRANTY.

d. **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 following amounts: (1) for each Product other than Online Services, the amount customer paid for the Product under the agreement, and (3) for Online Services, the amount customer paid for the Online Service during the 12 months before the cause of action arose; provided that in no event will a party's aggregate liability for any Online Service exceed the amount customer paid for that Online Service, as used by you under this agreement. In the case of Microsoft's responsibilities with respect to third party patent or copyright infringement claims, Microsoft's obligation to defend such claims will not be subject to the preceding limitation, but Microsoft's liability to pay damages awarded in any final adjudication (or settlement to which it consents) will be. 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.

E. **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.

f. **Your agreement to protect.** You must defend Microsoft against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on your behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or

(ii) arise from a violation of the terms of the Acceptable Use Policy, which is described in the Use Rights.

You must pay the amount of any resulting adverse final judgment (or settlement to which you consents).

Microsoft will notify you promptly in writing of a claim subject to this section. Microsoft will (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You must reimburse Microsoft for reasonable out-of-pocket expenses that Microsoft incurs in providing assistance.

g. **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.

h. **Verifying compliance.** You must keep records relating to the Products you use or run. Microsoft has the right to verify compliance with these terms and any applicable Use Rights, at its expense. To do so, Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 15 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. You must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products. 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 or distribution of Products, you must promptly order sufficient licenses to permit all Product usage disclosed. If unlicensed use is 5% or more, you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses at 125% of the then current price list and your price level within 30 days. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. 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 Use Rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the Use Rights, or to protect its intellectual property by any other means permitted by law.

i. **Dispute Resolution; Applicable Law.** This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license entered into with Microsoft or its affiliates under this agreement.

Your violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder. This Participation Agreement will terminate immediately in the event of termination of your contractual affiliation with customer.

Dated as of the _____ day of _____, 202__.

CUSTOMER AFFILIATE:

[FRANCHISEE]

By_____
Name_____
Title_____
Date_____

Microsoft Internal Use Only:

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FORM OF FREEDOMPAY PARTICIPATION AGREEMENT

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FREEDOMPAY PARTICIPATION AGREEMENT

This Participation Agreement (the "Participation Agreement"), is effective as of _____, and is entered into by and between FreedomPay, Inc. ("**FreedomPay**") and _____ ("**Franchisee**") for franchise site #_____ located at _____ and is hereby incorporated into and made of that certain FreedomPay Secure Switching Product Agreement (the "**Agreement**"), effective as of September 24, 2021, entered into by and between FreedomPay and ESH Strategies Franchise, LLC ("**Franchisor**"). Unless specifically defined otherwise herein, all terms used in this Participation Agreement will have the meanings given them in the Agreement.

By execution of this Participation Agreement, the undersigned hereby agrees as follows:

1. **Participating Property**. Franchisee understands and acknowledges its rights, duties and obligations as a Franchisee under the Agreement.
2. **Franchisor Access to Franchisee Transactions.** Franchisee acknowledges and agrees that FreedomPay may give Franchisor full access to the transactions and data processed on behalf of Franchisee by FreedomPay.
3. **PIM.** Franchisee must acknowledge that it is subject to the PIM by executing **Exhibit A** attached hereto. If Franchisee is claiming scope reduction through the PIM, a failure to comply with the PIM may result in the disallowance of the benefits to Franchisee, described in the PIM. Franchisee is responsible for the components of PCI compliance related to their location and related systems.
4. **PIN Keys and KSNs.** Franchisee shall be responsible for procuring from its acquiring bank any necessary PIN keys and KSNs needed to allow pin-debit payment card transactions. FreedomPay will assist Franchisees and support Franchisees in procuring such information.
5. **Settlements.** For transactions submitted or reported by Franchisee to FreedomPay more than sixty (60) days after the actual date of the transaction, FreedomPay will transmit such transactions if the data is available, but FreedomPay will have no liability to Franchisee if such transactions incur higher fees or the amount of any transaction is not paid to Franchisee for any reason.
6. **Fee Disputes.** Franchisee must dispute in writing the amount of any Fees or amounts actually settled to its accounts as the result of any transaction within sixty (60) days after receipt of FreedomPay's invoice in order to receive any adjustment to such Fees or amounts. Further, all settlement amounts and Fees shall be deemed accepted if not disputed in writing by Franchisee within sixty (60) days after receipt of FreedomPay's invoice. Franchisee's failure to dispute any Fees or amounts settled within such sixty (60) day period shall constitute a full waiver of any Franchisee claim related thereto.
7. Franchisee must update or modify its systems for any new requirements or changes to existing requirements introduced by any governing body, including End of Life notices for any type of technology ("**Required Changes**"). Such governing bodies include, but are not limited to, PCI Council, Franchisee's computer operating system developer, security protocols, IEEE, etc. FreedomPay will email a notice to Franchisee about any such Required Changes and the date on which FreedomPay will discontinue support for the prior requirements ("**Required Change Implementation Date**"). Franchisee must update or modify its systems on or before the Required Change Implementation Date. If Franchisee fails to comply with the above, its ability to process transactions through FreedomPay's System will be severely impacted, as Franchisee's systems will be unable to connect with FreedomPay's System.
8. **Equipment Payment.** Notwithstanding anything to the contrary set forth in the Agreement, Franchisee shall pay 100% of the price of all Equipment ordered at the time that the Order is executed by both Parties.
9. **Representations and Warranties; Covenants and Agreements**. Franchisee acknowledges having read the representations and warranties, and covenants and agreements in the Agreement and hereby represents that such representations and warranties are true and accurate in all material respects and that Franchisee will comply in all material respects with all covenants and agreements included in the Agreement.
10. **Extension and Amendment.** The undersigned acknowledges that Franchisor may extend the Term of the Agreement or otherwise amend the Agreement during the Term, and Franchisor will provide notice to Franchisee of any such extension and/or amendment by posting an extension and/or amendment notice on the Franchisee Extranet portal and/or sending such notice to franchisees generally.

11. **Incorporation by Reference**. Franchisee authorizes this Participation Agreement to be attached and/or otherwise act as the undersigned's agreement to and acceptance of all of the terms and conditions set forth in the Agreement, a copy of which will be delivered to Franchisee by Franchisor and which are incorporated into this Participation Agreement by reference, including without limitation all exhibits and schedules to the Agreement. All references to Client under the Agreement and all rights, obligations, representations, warranties and covenants under the Agreement shall apply and run directly to Franchisee under this Participation Agreement, including without limitation sections regarding Service Levels, Client Responsibilities, Termination, Fees and Payment, Representations and Warranties, Indemnification, Limitations of Liability / Disclaimers of Liability for Certain Actions, Intellectual Property Rights, Confidentiality, PCI Compliance and Data Security.

By executing this Participation Agreement in the space provided below, Franchisee acknowledges that it has received and reviewed a copy of the Agreement and agrees to be legally bound by all terms and conditions of the Agreement.

	AGREED: **Franchisee:** By:_____ Name:_____ Title:_____ Date Signed:_____

ACCEPTED: **FreedomPay, Inc.** By:_____ Name:_____ Title:_____ Date Signed:_____	

EXHIBIT A – PIM ACKNOWLEDGEMENT

ACKNOWLEDGMENT

The undersigned Franchisee (the "**merchant**") hereby acknowledges that it has received, read and understood the FreedomPay P2PE Instruction Manual (PIM) and further acknowledges that continuing compliance with the FreedomPay PIM is a PCI requirement for SAQ P2PE-HW merchant scope reduction qualification. Capitalized terms in this Acknowledgment have the meanings set forth in the PIM.

Merchant acknowledges that: the PIM is provided solely for informational purposes and use as a program implementation guideline for PCI DSS scope reduction; the PIM is based on PCI DSS guidelines in effect as of the date of this manual; nothing in the PIM is or may be construed as a representation or warranty of any nature whatsoever; that Freedom Pay, Inc. disclaims liability for any errors or omissions in the PIM; FreedomPay does not validate or warrant merchant compliance with PCI DSS or merchant eligibility for any validation or other accreditation standards; review or approval by FreedomPay of merchant systems or processes does not constitute a representation or warranty by FreedomPay of merchant system effectiveness or suitability and shall not be deemed to transfer risk or liability to FreedomPay; the use of any POI device other than a FreedomPay supplied POI device is at merchant's sole risk; FreedomPay has no duty to inspect data transmitted by merchant for unencrypted cardholder data introduced by the use of POI devices not supplied by FreedomPay; data processing by FreedomPay does not constitute a warranty that merchant is within the scope of the FreedomPay P2PE Solution; and that FreedomPay makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise and shall have no liability for any losses or damages arising in connection with the PIM, whether direct, indirect, general, special, incidental or consequential.

ACKNOWLEDGED

Merchant: _____

By: _____

Name: _____

Title: _____

Date: _____

FORM OF CANARY PARTICIPATION AGREEMENT

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HOTEL SUBSCRIPTION AGREEMENT

THIS HOTEL SUBSCRIPTION AGREEMENT (this "**Hotel Subscription Agreement**"), dated as of _____ (the "**Effective Date**"), is by and between _____ ("**Hotel**"), with its principal office and place of business at _____ and Canary Technologies Corp., a Delaware corporation with an address at 450 9th Street, San Francisco CA 94103 ("**Canary**").

1. CANARY SERVICES:

a. The following terms and conditions govern Hotel's use and Canary's provision of the Canary platform for enterprise digital authorizations and contracts that enables Hotel to meet the agreed business purposes and related services (collectively, the "**Materials**") to Hotel as further described herein. Throughout the Term, Canary agrees to provide access to the Materials and certain additional services, each as described with greater particularity below and in one or more service schedule(s) mutually agreed upon by the parties (each, a "**Service Schedule**", collectively the "**Service Schedules**"). The initial Service Schedules are annexed hereto and hereby made a part hereof. The Materials, Website, and professional services provided by Canary hereunder and/or pursuant to the Service Schedules are collectively referred to herein as the "**Service**" or the "**Services**".

b. For the Term of this Hotel Subscription Agreement, Canary hereby grants Hotel a worldwide, nonexclusive, nonsublicensable, and nontransferable right to: **(i)** access and use the Services through the website portal specified by Canary from time to time (the "**Website**") and as specified in the applicable Service Schedule; and **(ii)** permit the participating entities to access and use the Services through the Website and as specified in the applicable Service Schedule. Canary agrees that the authorized owners, managers, employees, consultants, and contractors of Hotel ("**Authorized Users**") may access and use the Services solely for the benefit of Hotel in accordance with the terms and conditions of this Hotel Subscription Agreement. Authorized User accounts cannot be shared or used by more than one Authorized User. Each Authorized User is responsible for maintaining the confidentiality of the logins, passwords, and accounts and for all activities that occur under its Authorized User accounts. Canary is not responsible for any damages or liability caused by the Authorized Users in breach of this Agreement.

c. The Services shall include, without limitation, all services and products distributed by Canary as part of the Services, new versions, updates or successors thereof that Canary makes generally available to its other customers for no additional fees, complete managed implementation completed for Hotel's acceptance including all services necessary to implement each property on the Services, dedicated account manager support, unlimited seats and use, e-mail and telephone support 24/7/365, synchronization that captures every Hotel interaction, assured data accuracy, continuous quality assurance, and all necessary training.

d. The Services available to Hotel include unlimited usage of all features and functionality of the Services that Canary generally provides to its other customers of the Services.

e. Canary will **(i)** make the Services available on a 24x7x365 basis except for planned downtime for Service maintenance as set forth in the agreed service level agreement ("**SLA**") with service credits available as set forth in the SLA; **(ii)** provide Hotel with updates that are made generally available by Canary to its other Service customers; and **(iii)** correct errors and defects in the Services reported by Hotel.

f. Canary shall only use Hotel provided data and content for Canary to provide the Services to Hotel ("**Hotel Content**").

g. Hotel will: **(a)** be responsible for Authorized Users' compliance with this Hotel Subscription Agreement; and **(b)** use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and promptly notify Canary of any such unauthorized access or use. Canary is not responsible for obtaining any permissions and consents required for Canary to use the Hotel Content (as provided or made available to Canary and/or the Service) in connection with its provision of the Service to Hotel, for the accuracy, appropriateness, and legality of Hotel Content as provided or made available to Canary and/or the Service, or for use of the Service by an Authorized User in violation of any laws and government regulations applicable to an Authorized User's use of the Service.

h. Hotel will not, directly or indirectly: **(a)** make the Service available to, or use the Service for the benefit of, anyone other than Hotel, the , and the Authorized Users; **(b)** upload, post, transmit, or otherwise make

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available to the Service any content that **(i)** is unlawful or tortious, or **(ii)** Hotel does not have a right to make available under any applicable law or under contractual or fiduciary relationships, or that infringes, misappropriates, or otherwise violates any intellectual property, privacy, publicity, or other proprietary rights of any person; **(c)** sublicense, resell, time share, or similarly exploit the Service; **(d)** upload, post, transmit, or otherwise make available any content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; **(e)** reverse engineer, modify, adapt, or hack the Service, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; or (f) access the Service to build a competitive product or service.

i. Subject to the limited rights expressly granted to Hotel hereunder, Canary reserves and retains, and as between Canary and Hotel, Canary exclusively owns, all rights, title, and interest in and to the Service, including all modifications, derivative works, upgrades, and updates thereto, and all related intellectual property rights therein. No rights are granted by Canary hereunder other than as expressly set forth herein. If Hotel or any Authorized User provides Canary any feedback or suggestions regarding the Service, then Canary is hereby granted an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Hotel or any Authorized User. Unless otherwise expressly set forth in an applicable Services Schedule, Canary retains exclusive ownership of all work product created by Canary in connection with its performance of services under this Hotel Subscription Agreement.

2. CANARY FEES: All applicable fees are set forth in, and Hotel will pay such fees in accordance with the payment terms and schedule set forth in, the Service Schedules. Payment obligations are non-cancelable and, except as expressly set forth herein, fees paid are non-refundable except on termination for breach or failure to meet service level commitments. Unless otherwise specified in an agreed Service Schedule, Canary shall invoice Hotel for Canary's Services in advance of each applicable year and Hotel agrees to pay all undisputed invoiced amounts forty-five (45) days following its receipt of Canary's invoice. In the event of a dispute regarding fees payable to Canary, the parties hereto agree to meet and discuss procedures to resolve such dispute in good faith. The fees are excusive of any applicable taxes, including any sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Each party will be responsible for its own tax liability in connection with the Services and this Agreement, provided that the parties will discuss in good faith any new taxes assessed on use of the Services.

3. CANARY SERVICE OBLIGATIONS:

a. Canary shall not at any time represent that it is authorized to make any contracts, agreements or obligations on behalf of Hotel or any of its affiliates, or owners thereof, and Canary shall not take any actions on behalf of Hotel or in Hotel's name. Canary hereby covenants and agrees not to use the name(s) or other intellectual property of Hotel or its parent(s), their affiliates, subsidiaries, hotels or each of their owners, managers, licensees, franchisees or operators, or any variations thereof, in any manner or medium, including in connection with any of Canary's business or operations, except as specifically permitted under this Hotel Subscription Agreement or otherwise by Hotel, without the prior written approval of Hotel and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval.

b. Hotel is subscribing to Canary's Services in reliance upon Canary's certifications and representations of professional expertise in the field of such Services and ability to provide the required Services independently without substantial direction by Hotel. The manner and means Canary employs to provide professional services under this Hotel Subscription Agreement are matters entirely within its discretion. Canary represents and warrants that its Services will conform to the description of such services in this Hotel Subscription Agreement and the exhibits, attachments, schedules, addenda, amendments and statements of work hereto. Canary further represents and warrants that it obtains information for inclusion in its databases from sources, which it considers reliable and that it segregates, aggregates and otherwise ensures the opacity of all Services at all times to ensure antitrust, competition law and intellectual property rights compliance of the Services.

c. Canary represents and warrants that there are no agreements or arrangements, whether written or oral, that would be breached by Canary upon execution of this Hotel Subscription Agreement or that would impair or prevent Canary from rendering the Services to Hotel during the Term hereof and that it will remain in compliance with all such agreements or arrangements throughout the Term. Canary further represents, warrants, covenants and agrees that it has and will maintain throughout the Term hereof all licenses, permits, certifications, agreements, consents and qualifications required by applicable law, industry standard or Hotel to perform its Services, and that it has not made

and will not make any commitment or do any act in conflict with this Hotel Subscription Agreement. Canary shall comply with all applicable laws, codes, regulations, ordinances and rules with respect to the Services to be furnished hereunder promulgated by any and all national, federal, state, municipal or other legislative bodies, courts or agencies having jurisdiction over the business of Canary, or over services of the nature of the Services provided hereunder.

d. Hotel may, from time to time, establish rules and regulations relating to standards to be met by service providers, including privacy standards and policies and standards as to the conduct of employees or agents of service providers employed in connection with providing services such as the Services to Hotel. In any event, Canary and any and all of its subcontractors, agents, servants, licensees, invitees or employees ("**Canary Parties**") shall conduct themselves at all times while providing Services to Hotel in a manner consistent with the character and reputation of Hotel and in such a way as not to annoy or interfere with any employees, guests, patrons or business of Hotel or bring any discredit upon the names of any of the Indemnitees, as defined below. Canary shall be responsible at all times for the conduct of the Canary Parties. Canary, promptly after demand by Hotel, will cause to be removed from the provision of Services to Hotel any of such persons to whom Hotel shall or may reasonably object and will undertake that any such person so removed shall not thereafter be utilized by Canary in connection with provision of Services to Hotel hereunder.

e. All payments for fees received hereunder by Canary, if any, shall be reported by Canary on its national, federal and state tax returns as consideration for Canary's Services hereunder as an independent contractor. Each party acknowledges and agrees that it is solely responsible and liable for the filing of all tax returns and the payment of all taxes, contributions, and other payments relating to its business. Hotel will not deduct, withhold or pay (unless legally required to do so), and Canary shall be solely responsible for, U.S. FICA, FUTA, Medicare or national, federal, state or local income, employment, or wage taxes, workers' compensation insurance premiums, state disability insurance, unemployment benefit insurance, or any other payments that are ordinarily submitted or withheld by an employer on behalf of an employee (including without limitation any penalties or fines which may be assessed at any time). Hotel shall report payments to Canary hereunder to the IRS as payments to an independent contractor and Canary shall be solely responsible for all reporting and record keeping requirements applicable to independent contractors.

f. Canary acknowledges that Canary is not eligible for and has not received any express or implied assurance with respect to receipt of any bonus, contingent, incentive, deferred or other compensation (except as otherwise set forth herein), and that the parties may agree to reduce fees payable hereunder if mutually agreed upon in a Service Schedule. Unless otherwise specified in a Service Schedule, Canary shall be solely responsible for out-of-pocket expenses incurred in connection with its Services hereunder, including travel expenses, food, and lodging. Canary will be solely responsible and liable for all other costs of conducting and operating its business and providing its Services hereunder, including expenses directly related to services provided to Hotel.

g. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 3, CANARY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

4. INDEMNIFICATION; LIMITATION ON LIABILITY:

a. Canary hereby agrees to indemnify, defend and hold harmless Hotel and its owners, partners, subsidiaries, affiliates, franchisors, managers, and each of such persons' or entities' officers, directors, agents, contractors, subcontractors, guests, residents, visitors, licensees, invitees, permitees and employees (collectively referred to as the "**Indemnitees**"), and each of them, against and from any and all third party, including any allegations, demands or claims and all resulting liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorney's fees) and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("**Claims**") to the extent arising from infringement by the Service (as provided or made available by Canary) of the intellectual property rights of such third party or the violation of applicable rules, laws, regulations and other legal requirements by Canary's provision of the Service.

b. In the event that any Claim is made against a party, the non-indemnifying party, with reasonable promptness must, by written notice to the indemnifying party, allow the indemnifying party, at the indemnifying party's expense, to take over the sole control of the defense of any such Claim and employ counsel for such purpose. The non-indemnifying party shall provide reasonable cooperation and assistance with thereto as requested by the indemnifying party.

c. IN NO EVENT SHALL HOTEL OR CANARY HAVE ANY LIABILITY IN CONNECTION WITH THIS HOTEL SUBSCRIPTION AGREEMENT FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The exclusions and limitations of liability set forth in this Section shall not apply to a party's willful misconduct or gross negligence, its liability for indemnities, its breach of its confidentiality obligations hereunder, or its violation of the other party's intellectual property rights.

5. TERM AND TERMINATION:

a. Unless sooner terminated in accordance with this Section 5, the term of this Hotel Subscription Agreement (the "**Term**") shall commence on the Effective Date and shall continue in full force and effect for a period of three (3) years (the "**Initial Term**") and thereafter on an annual basis (each, a "**Renewal Term**"), unless either party gives the other party prior written notice of its intent to not renew this Hotel Subscription Agreement by providing at least sixty (60) days' notice prior to the expiration of the then current period of the Term.

b. This Hotel Subscription Agreement shall terminate upon the occurrence of any of the following events:

(1) If a party commits a material breach any of the terms, conditions or covenants hereof and has not remedied such material breach within thirty (30) days after written notice by the non-breaching party to the breaching party of such violation or breach;

(2) a party makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent or admits in writing its inability to meet its obligations as they mature, or if a permanent receiver of all or any portion of a party's property shall be appointed in any judicial proceeding, or there shall be entered against it an order adjudicating it a bankrupt or insolvent or an order appointing a liquidator, receiver or trustee for it or for all or substantially all of its assets or approving as properly filed against it a petition seeking reorganization, arrangement or other proceeding under any bankruptcy or other law for the relief of debtors, which order shall continue unstayed and in effect for, or which proceeding shall not be terminated and the party released from such proceeding within, thirty (30) days.

(3) If any statute, ordinance, rule or regulation hereafter promulgated by any legislative body or agency having jurisdiction over a party shall prohibit the furnishing of the Services or the transaction of business of the nature to be provided or transacted hereunder and the parties cannot agree to reasonable amendment to this Hotel Subscription Agreement in order to continue providing the Services in compliance with such law, rule or regulation.

(4) In the event that information with respect to Canary or its parent(s), subsidiaries, affiliates, officers, directors or owners will adversely affect the current stature of Hotel or its affiliates with any commission, board, or similar governmental or regulatory agency, then Hotel shall have the right to terminate the Hotel Subscription Agreement upon written notice to Canary.

c. In no event will any termination of this Hotel Subscription Agreement relieve Hotel of its obligation to pay any fees payable to Canary for the period of time prior to the effective date of such termination. Upon any termination of this Hotel Subscription Agreement, Hotel and all Authorized Users must immediately cease all use of the Service. For a period of 45 days following any termination of this Hotel Subscription Agreement, Canary will, upon Hotel's request, provide Hotel with an export of all current Hotel Content in the format agreed by the parties. After such 45-day period, Canary will have no obligation to maintain or provide any Hotel Content and Canary will, unless prohibited by applicable law, delete all Hotel Content in its systems or otherwise in its possession or under its control in accordance with Canary's then-current data retention and deletion policies. Subject to this Section, upon any termination of this Hotel Subscription Agreement and the Disclosing Party's request, the Receiving Party will promptly return, or at the Disclosing Party's option destroy, all Confidential Information of the Disclosing Party in the Receiving Party's possession or under its control.

6. CONFIDENTIALITY: "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all copies thereof. Confidential Information of Hotel includes the Hotel Content, Confidential Information of Canary includes the Materials, Canary platforms and Services (including

documentation, software and content, other than Hotel Content) and the work product created from its performance of any Services, and Confidential Information of each party includes the terms of this Hotel Subscription Agreement. However, Confidential Information will not include any information that: **(a)** is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; **(b)** was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; **(c)** is received from a third party without breach of any obligation owed to the Disclosing Party; or **(d)** was independently developed by the Receiving Party without use of or reliance on the Confidential Information of the Disclosing Party. The Receiving Party will: **(a)** use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); **(b)** not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and **(c)** except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of the Receiving Party's employees, contractors, and agents who need such access for purposes consistent with this Hotel Subscription Agreement and who are subject to confidentiality obligations at least as restrictive as those herein. The Receiving Party will provide prompt written notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Upon request of the Disclosing Party during the Term, the Receiving Party will promptly return, or at the Disclosing Party's option destroy, any or all Confidential Information of the Disclosing Party in the Receiving Party's possession or under its control. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's request and expense, if the Disclosing Party wishes to contest the disclosure.

7. GENERAL: Neither party hereto shall be deemed to be the drafter of this Hotel Subscription Agreement and, if this Hotel Subscription Agreement is construed in any court or arbitration proceeding, said court or arbitrator shall not construe this Hotel Subscription Agreement or any provision hereof against either party as the drafter hereof. If any phrase, clause or provisions of this Hotel Subscription Agreement is declared invalid or unenforceable by a court or arbitrator of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Hotel Subscription Agreement, but will not affect any other provision of this Hotel Subscription Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation in this Hotel Subscription Agreement is deemed to be unreasonable, onerous or unduly restrictive by a court or arbitrator of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible within reasonable bounds. Sections 1(g)-(i), 2, 3, 4, 5, 5(c), 6, 7 and 8 of this Hotel Subscription Agreement and any other provisions hereof which expressly provide that they survive expiration or termination or which must survive expiration or termination in order to be fully operative shall survive the expiration or termination of this Hotel Subscription Agreement. Neither party may assign or encumber this Hotel Subscription Agreement or any rights hereunder nor delegate or subcontract any performance or other obligations hereunder without the prior written consent of the other party. This Hotel Subscription Agreement is by and between Hotel and Canary and other than the Indemnitees there are no third party beneficiaries to this Hotel Subscription Agreement, including without limitation groups or meeting planners. Subject to the foregoing, this Hotel Subscription Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. All notices to be given hereunder shall be in writing and shall be deemed to be given when mailed by certified or registered mail, to the addresses of Hotel and Canary specified in this Hotel Subscription Agreement unless either party hereto shall specify to the other party a different address for the giving of such notice. All disputes concerning, related to, or arising out of the relationship created by this Hotel Subscription Agreement shall be conducted in New Castle County, Delaware and governed by the law of Delaware, without regard to its choice of law principles.

8. ENTIRETY OF AGREEMENT AND MODIFICATION: This Hotel Subscription Agreement, including the Service Schedules, whether attached or hereafter executed by the parties, and the Subscription Agreement between Canary and ESA Management, LLC dated as of March 28, 2023 (which shall govern in the event of any conflict between the terms hereof and the terms thereof) contain the full and complete understanding of the parties hereto as to the subjects contained herein and supersede any and all prior written or oral agreements or understandings between the parties hereto. In the event of any conflict between the terms of this Hotel Subscription Agreement and the terms of any proposals, specifications, invoices, purchase orders, or any other documents or correspondence, the terms of this

Hotel Subscription Agreement shall prevail. This Hotel Subscription Agreement may not be modified except by a subsequent writing executed by duly-authorized officers of both parties hereto which expressly states that it is a modification of this Hotel Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Hotel Subscription Agreement as of the Effective Date.

CANARY:	**HOTEL**
By: _____	**By:** _____
Name & Title:_____	**Name & Title:**_____

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Attachment A
Service Schedule

Canary will provide the Services to the Hotel at the following prices. After the Initial Term, Canary may increase the following prices by no more than 5%, once per 12 months of service. The increased rate will take effect at the end of the 12 months of service during which the rate was increased following written notice at least 60 days before the end of the then-current term year.

Subscription Fee	One-time Set-up & Implementation Fee
$360 / year	*$200*
Hotel will receive the following services	
• *Unlimited Users* • *Unlimited Storage of documents* • *Unlimited Authorizations* • *Unlimited # Authorization Templates* • *Unlimited Contracts* • 24/7/365 Support • *Client-facing Custom Hotel Web Page* • Card Validation • Standard Fraud Detection • Proprietary Fraud Algorithms • (optional) OCR ID Verification • Customized Branding • Auditable & Verifiable Logs • Custom form creation and design • Card Tokenization • Role-Based Access Controls	• Granular search ability for easy retrieval • Access to dashboard to manage all documents • Mobile & tablet friendly • Robust User & Group based permissions • Two Factor Authentication • Document retention management • PCI Level 1 Compliant solution • P2P Encryption • IP restriction capabilities • Electronic signature capability • Virtual credit card support • Automatic email notifications • Real-time dashboard and reporting • (optional) Two-factor Bank Verification • (optional) Payment processing
One-time Set-up and Implementation	
• Account configuration • Customized property branding • Admin training • Staff training • Unlimited additional trainings • Suggestions and advice from our expert team • Gap analysis completed within the first 10 business days following contract execution to identify gaps that must be addressed prior to go live.	

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EXHIBIT B
TO HOTEL TECHNOLOGY AGREEMENT

PROJECT MANAGEMENT SERVICES SOW

1. SERVICES.

1.1 Franchisee hereby engages the ESA Entities to render project management services (the "**PM Services**") to schedule and interface with third party vendors under contract with ESA (the "**Vendors**") that are available to Franchisee to install and/or overhaul infrastructure technologies at the Hotel (the "**Vendor Services**", and collectively with PM Services, the "**Services**"). ESA shall have the right, at its sole and exclusive option, to self-perform the PM Services or hire a third-party Vendor to perform any, or all, of the PM Services (a "**Third Party PM**"). Services are more fully described in an Addendum to this SOW which is attached hereto and incorporated herein by reference. The parties may enter into one or more Addenda to this SOW. The PM Services are governed by this SOW. Vendors shall be solely and directly responsible and liable for Vendor Services provided to Franchisee. Changes to the scope of the Services may be made only in a writing signed by authorized representatives of both parties.

1.2 Franchisee shall provide information, site and system access and facilities (including, but not limited to, broadband internet access, other telecommunications and office services and supplies) as are required to enable ESA and Vendors to perform the Services. Franchisee acknowledges and agrees that ESA's and Vendors' performances are dependent on and subject to performance by Franchisee of its obligations associated with the Services in a timely manner. ESA shall be entitled to rely on, and Franchisee shall be responsible for, all decisions, instructions and approvals of Franchisee project, administrative and other personnel in connection with the Services. Franchisee will be responsible for the safety of all ESA and Vendor personnel while on Franchisee's premises.

1.3 If any are required, Franchisee shall be responsible for procuring all consents, licenses, approvals or permissions as may be necessary to enable ESA to perform the Services, including the Technology Services, and provide the System.

1.4 Franchisee shall reimburse ESA for all costs and fees paid to the Vendors on Franchisee's behalf for the Vendor Services. If ESA elects to self-perform PM Services, Franchisee will pay ESA a fee for the PM Services to be set forth in the applicable Addendum to this SOW. If ESA elects to use a Third Party PM to perform the PM Services, Franchisee shall reimburse ESA for any costs and fees incurred by ESA for such Third Party PM.

1.5 Franchisee shall reimburse ESA for all cost and expenses incurred by ESA, Third Party PM, or Vendors in connection with the performance of the PM Services or Services, including, but not limited to, travel and lodging expenses, communications charges and the cost of supplies and hardware.

1.6 Franchisee shall be responsible for remitting payment of fifty percent (50%) of the estimated fees, costs and expenses due per the project estimate specified in an SOW in advance and Franchisee shall pay any remaining fees due to ESA upon receipt of an invoice reflecting such amounts. Any invoice not paid when due shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law. No dispute regarding a portion of an invoice shall relieve Franchisee of the obligation to timely pay the undisputed portion.

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ADDENDUM TO PROJECT MANAGEMENT SERVICES SOW

1. **Contact Information**:

ESA Contact		**Franchisee Contact**	
Name:		Name:	
Title:		Title:	
Address:	13024 Ballantyne Corporate Place, Suite 1000 Charlotte, NC 28277	Service Address:	
Phone:		Phone:	
Mobile:		Mobile:	
E-mail:		E-mail:	

2. **Project Management Services Description**: ESA, on its own behalf or by and through a Third Party PM, shall have the right to provide the PM Services as described herein and to oversee and manage the installation and delivery of Vendor Services relating to [construction and/or conversion] of the hotel located at _____ [as/to] an Extended Stay America Suites® branded hotel as described in more detail below:

   a. Building blue print review and comment regarding IT infrastructure

   b. Ongoing review of construction schedule for Hotel

   c. Communications Support with Vendors

   d. Scheduling Support with Vendors

   e. Provide Status Reporting to Franchisee

   f. Procure the hardware described in Section 3 below from Vendors unless otherwise noted

   g. Certify network infrastructure and compliance with Brand Standards

3. **Vendor Services**: ESA shall have the right to oversee and manage the installation and delivery of the below Vendor Services from the indicated Preferred Vendors:

   a. **RevenueAnalytics**: Revenue Analytics will add the Hotel to the N2Pricing RMS environment and enable the data feed for N2Pricing RMS environment to the Hotel.

   b. **HotelKey**: HotelKey will add the Hotel to the CRS environment.

   c. **HotelKey:** Procure a license for HotelKey Property Management System on behalf of Franchisee. ESA will provide remote support to Franchisee for setup and installation of the software.

   d. **Canary:** Procure a license for Canary Technologies third-party authorization platform on behalf of Franchisee. ESA will provide remote support to Franchisee for setup and installation of the software.

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e. **FreedomPay**: FreedomPay will be the supplier of hardware and remote support to ensure credit card terminal configured correctly and working on day of cutover.

i. **Hardware**: The following hardware must be procured from FreedomPay by franchisee and shipped to the property for deployment:

1. Two (2) Ingenico Lane3000s
2. Two (2) EMV mounts

ii. **Pre-Installation Services**: The following pre-installation will be performed prior to shipment and deployment:

1. Ingenico Lane 3000s:
   - **a.** Two (2) Ingenico Lane3000s will be injected with MIDs and IP addresses configured and ready to use immediately
2. Pre-Deployment Services
   - **a.** Documentation will be provided for Equipment Instructions to instruct property staff how to use the devices and basic troubleshooting

iii. **Installation Services**: Installation will be the responsibility of the property staff.

iv. **Warehousing, Shipping, & Handling Services**: All shipping costs will be added to the hardware invoices.

4. **Franchisee Responsibilities**: Franchisee agrees to the following Franchisee responsibilities in relation to the Vendor Services:

a. Franchisee will provide proposed building blueprints to ESA, including but not limited to IT room, pathways, electrical, ceiling heights, ceiling types, back office location, as requested by ESA.
b. Franchisee will provide ESA with updated construction schedules for Hotel as requested by ESA.
c. Franchisee will be responsible for any lodging costs associated with the Vendor technicians.
d. Franchisee will provide reasonable access to required areas during the installation, and troubleshooting of services by Vendors.
e. Franchisee will provide an escort (preferably the Project Manager or Construction Supervisor for the Site) for Vendor technicians and engineers as required for the successful completion of the installation and troubleshooting procedures for each Vendor. Franchisee will be responsible for compensating the escort.
f. Franchisee will procure all hardware and software required by the Brand Standards that is not being procured by Franchisor on its behalf.
g. Ensure the physical security of all hardware is adequate to prevent damage to or the theft of the hardware.
h. Ensure compliance with all ESA IT security standards
i. Ensure the environmental conditions (heating, cooling, humidity, etc.) of the room or rooms containing hardware are sufficient to protect the hardware from damage related to environmental factors.

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5. Estimated Costs, Expenses, and Fees:

[ESA TO INSERT]

6. Out of Scope. The below components are outside the scope of this Statement of Work:

- Procurement of all hardware for the PMS and Back Office
- Installation of all equipment
- Ongoing PMS license costs
- Ongoing Canary license costs

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EXHIBIT D

FINANCIAL STATEMENTS

ESH Strategies Franchise LLC

Financial Statements as of and for the
Years Ended December 31, 2025 and 2024,
and Independent Auditor's Report

ESH STRATEGIES FRANCHISE LLC

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INDEPENDENT AUDITOR'S REPORT

To ESH Hospitality Strategies LLC:

Opinion

We have audited the financial statements of ESH Strategies Franchise LLC (the "Company"), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, changes in member's capital, and cash flows for the years then ended, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 6 to the financial statements, the Company has entered into significant related party transactions with affiliated entities that are fundamental to the users' understanding of the financial statements. The accompanying financial statements may not be indicative of the conditions that would have existed, or the results of operations that would have occurred, had the Company operated without these related party transactions. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material

misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



March 24, 2026

ESH STRATEGIES FRANCHISE LLC

BALANCE SHEETS
AS OF DECEMBER 31, 2025 AND 2024
(In thousands)

	2025	2024
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 9,483	$ 9,170
Accounts receivable	3,063	1,911
Net investment in leases	-	260
Other current assets	510	239
Total current assets	13,056	11,580
NON-CURRENT ASSETS:		
Intangible assets—net of accumulated amortization of $3,182 and $1,885	4,869	5,371
Contract acquisition costs	2,449	2,227
Other non-current assets	354	-
Total non-current assets	7,672	7,598
TOTAL ASSETS	$ 20,728	$ 19,178
LIABILITIES AND MEMBER'S CAPITAL		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	$ 1,070	$ 881
Due to affiliates (Note 6)	2,805	2,770
Deferred revenue	245	132
Total current liabilities	4,120	3,783
NON-CURRENT LIABILITIES:		
Accrued liabilities	1,921	2,490
Deferred revenue	6,378	4,710
Total non-current liabilities	8,299	7,200
Total liabilities	12,419	10,983
MEMBER'S CAPITAL	8,309	8,195
TOTAL LIABILITIES AND MEMBER'S CAPITAL	$ 20,728	$ 19,178

See accompanying notes to financial statements.

ESH STRATEGIES FRANCHISE LLC

STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024
(In thousands)

	2025	2024
REVENUES:		
Franchise fees	$ 10,723	$ 9,391
System service fees	12,449	10,888
Direct expense reimbursements	3,724	3,057
Other revenues	2,412	2,482
Total revenues	29,308	25,818
OPERATING EXPENSES:		
System service expenses	13,824	12,188
Direct reimbursable expenses	3,724	3,057
General and administrative expenses	8,150	7,697
Trademark license expenses	489	429
Amortization expense	1,007	910
Total operating expenses	27,194	24,281
NET INCOME	$ 2,114	$ 1,537

See accompanying notes to financial statements.

ESH STRATEGIES FRANCHISE LLC

STATEMENTS OF CHANGES IN MEMBER'S CAPITAL
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024
(In thousands)

BALANCE—December 31, 2023	$ 6,571
Net income	1,537
Member contributions	87
BALANCE—December 31, 2024	8,195
Net income	2,114
Member distributions	(2,000)
BALANCE—December 31, 2025	$ 8,309

See accompanying notes to financial statements.

ESH STRATEGIES FRANCHISE LLC

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024
(In thousands)

	2025	2024
OPERATING ACTIVITIES:		
Net income	$ 2,114	$ 1,537
Adjustments to reconcile net income to net cash provided by operating activities:		
Non-cash member contributions	-	87
Amortization expense	1,007	910
Loss on disposal of intangible assets	51	13
Changes in assets and liabilities:		
Accounts receivable	(1,152)	512
Net investment in leases	260	401
Contract acquisition costs	(222)	65
Due to affiliates	35	(2,006)
Other assets	(628)	(30)
Deferred revenue	1,781	364
Accounts payable and accrued liabilities	(321)	(698)
Net cash provided by operating activities	2,925	1,155
INVESTING ACTIVITIES—Payments for intangible assets	(612)	(522)
FINANCING ACTIVITIES—Member distributions	(2,000)	-
NET INCREASE IN CASH AND CASH EQUIVALENTS	313	633
CASH AND CASH EQUIVALENTS:		
Beginning of period	9,170	8,537
End of period	$ 9,483	$ 9,170
NONCASH INVESTING ACTIVITIES—Expenditures for intangible assets included in accounts payable and accrued liabilities	$ 487	$ 355

See accompanying notes to financial statements.

1. ORGANIZATION AND OPERATIONS

ESH Strategies Franchise LLC (the "Company") was formed as a limited liability company in the state of Delaware on September 16, 2010. On October 17, 2010, ESH Hospitality Strategies LLC (the "Member") became the sole member of the Company. On June 16, 2021, Extended Stay America, Inc. ("ESA") sold its 100% ownership interest in the Member to Eagle Strategies Holdings LLC ("Eagle Strategies").

The Company is engaged in franchising extended stay hotels in the United States under the Extended Stay America umbrella of brands, which includes Extended Stay America Suites, Extended Stay America Select Suites and Extended Stay America Premier Suites. The brand names and other intellectual property are licensed from ESH Strategies Branding LLC ("Strategies Branding"), a wholly-owned subsidiary of the Member, and are in-turn relicensed to third-party franchisees (see Note 6).

In 2025, the Company added 49 franchised hotel properties and removed 10 hotel properties from its franchised system. The following table summarizes the franchised hotels as of December 31, 2025 and 2024:

	December 31, 2025		December 31, 2024	
	Number of Franchised Hotels	Number of Franchised Rooms	Number of Franchised Hotels	Number of Franchised Rooms
Extended Stay America Suites	120	12,451	107	10,975
Extended Stay America Select Suites	23	2,416	5	435
Extended Stay America Premier Suites	25	2,894	17	1,941
	168	17,761	129	13,351

2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") and include the financial position, results of operations, changes in member's capital and cash flows of the Company.

Use of Estimates—The preparation of the accompanying financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and amounts of revenues and expenses during the reporting period. Management used significant estimates to determine the estimated useful lives of intangible assets. Actual results could differ from those estimates.

Cash and Cash Equivalents—The Company considers all cash on hand, demand deposits with financial institutions, and short-term, highly liquid investments with original maturities of three months or less to be cash equivalents. The Company has deposits in excess of $250,000 with a financial institution that is not insured by the Federal Deposit Insurance Corporation. The Company does not believe cash and cash equivalents expose it to significant credit risk.

Accounts Receivable—Accounts receivable consists of franchise fees (royalties), system service fees and other amounts due from franchisees, including the reimbursement of costs incurred on behalf of franchised hotels. An allowance for credit losses is made when collection is considered doubtful. Balances are considered past due when payment is not received by the contractual due date. When management

determines that accounts receivable are uncollectible, they are written off against the allowance for credit losses. The Company considers historical collection activity and business forecasts in estimating allowance for credit losses. As of December 31, 2025 and 2024, the estimated allowance for credit losses was immaterial.

Contract Acquisition Costs—Contract acquisition costs consist of direct incremental costs incurred to obtain contracts with customers. Subsequent to contract execution, costs are amortized on a straight-line basis over the initial, non-cancellable term of the contract or the expected contract life. Amortization of contract acquisition costs is included in general and administrative expenses in the accompanying statements of operations.

The Company reviews assets, including contract acquisition costs, for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. To the extent an asset is impaired, the excess carrying amount over estimated fair value is recognized as an impairment charge. No material impairment charges were recognized for the years ended December 31, 2025 and 2024.

Net Investment in Leases—As of December 31, 2024, the Company had sales-type lease agreements with certain franchisees for the lease of information technology equipment over 5-year terms, which fully matured in 2025. The leases granted the lessees an option to purchase the underlying assets that the Company believed the lessees were reasonably certain to exercise. Upon lease execution, the Company recognized a net investment in leases equal to the present value of future lease payments. For each lease, the net investment in the lease, or sales price, upon lease execution was equal to the carrying value of the underlying information technology equipment, and therefore no interest income was recognized.

Intangible Assets—Intangible assets include franchise agreements and software licenses, which are amortized on a straight-line basis over their estimated useful lives. The estimated useful life of franchise agreements is approximately 20 years and the estimated useful life of software licenses is the remaining non-cancellable term of each respective contract.

The Company's software license fees are paid over the term of the respective license contract and may vary in the future based on the number of available rooms at each of the franchised hotels. The Company estimates a liability for the cost of the software license asset and remeasures the liability at each reporting date. As of December 31, 2025 and 2024, $0.8 million and $0.5 million, respectively, of license fees payable are included in current accounts payable and accrued liabilities and $0.9 million and $1.2 million, respectively, are included in non-current accrued liabilities on the accompanying balance sheets.

The Company reviews intangible assets for impairment annually or whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. To the extent an intangible asset is impaired, the excess carrying amount over estimated fair value is recognized as an impairment charge. No impairment charges were recognized for the years ended December 31, 2025 and 2024.

Franchise Fees—Revenues from franchise fees (royalties) consist of an initial fee and an ongoing royalty fee based on a percentage of a franchised hotel's monthly revenue in exchange for the access to and use of the applicable licensed Extended Stay America brand name and other intellectual property. Royalty fees are recognized over time as franchisees derive value from the license to use the intellectual property. Initial fees are deferred and recognized over the expected contract life.

System Service Fees and Direct Expense Reimbursements—Revenues from system service fees and direct expense reimbursements include the reimbursement of costs incurred on behalf of franchisees on a direct and an indirect basis, as follows:

- Direct costs include incremental reservation and distribution costs for which the Company is reimbursed by the franchisees on a dollar-for-dollar basis. Since the Company directs the reservation and distribution services, it acts as the principal with respect to these services and revenue is recognized on a gross basis.

- Indirect costs include costs associated with certain system-wide platforms shared by all franchisees (i.e., system services), such as marketing, technology infrastructure, central reservations, national sales and revenue management systems. The Company is reimbursed for indirect costs through system service fees based on a percentage of a franchised hotel's revenue. System service fees are recognized over time as franchisees derive value from the license to use these processes and systems. Revenue is recognized on a gross basis; expense is recognized as incurred. Over time, the Company manages system services to break-even, but the timing of system service fees will typically not align with expenses incurred to operate the system-wide platforms.

The promise to provide access to the Company's intellectual property combined with the promise to provide system services form a single performance obligation since the promises generally accompany one another. The performance obligation is considered to be a series of services transferred over time. Revenue is recognized on an output method based on performance completed to date. The Company recognizes revenue in the amount to which it has a right to bill customers under respective franchise agreements, as it has a right to consideration in an amount that corresponds directly with customers' hotel revenues. Franchise fees and system service fees are characterized as variable consideration and vary from period to period. In the event that fees include variables that extend beyond the current period, the Company uses the most likely amount method to determine the amount of revenue based on a reasonable revenue forecast for the applicable hotel. In most instances, the Company does not have constraining estimates, as franchisee hotel revenues are typically available and obtained monthly.

Other Revenues—Other revenues include miscellaneous program fees and penalties charged to franchisees pertaining to quality assurance as well as certain pre-opening and administrative activities. Other revenues also include contract termination fees, which were $1.4 million and $2.1 million for the years ended December 31, 2025 and 2024, respectively. Other revenues are recognized in the period that the related transaction or event has occurred.

Income Taxes—As a limited liability company, the Company is not subject to federal income taxes. The Company may be subject to state and local taxes in certain jurisdictions.

Recently Issued Accounting Standards

Financial Instruments—Credit Losses (Topic 326)—In July 2025, the Financial Accounting Standards Board ("FASB") issued an accounting standards update which provides a practical expedient for measuring expected credit losses for current accounts receivable and contract assets. Under this practical expedient, entities may assume that current conditions do not change over the life of the asset and may elect to consider collection activity after the balance sheet date. The update will be effective for fiscal years beginning after December 15, 2025, and early adoption is permitted. The adoption of this update is not expected to have a material impact on the Company's financial statements.

Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40)—In September 2025, the FASB issued an accounting standards update which removes references to software development project stages and amends the criteria that must be met to begin capitalizing internal-use software costs. The update will be effective for fiscal years beginning after December 15, 2027, and early adoption is permitted. We are evaluating the impact of this guidance on our financial statements and related disclosures.

3. INTANGIBLE ASSETS

Intangible assets as of December 31, 2025 and 2024, consist of the following (in thousands):

	December 31, 2025			
	Weighted-Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Franchise agreements	9 years	$4,900	$(1,648)	$3,252
Software licenses	2 years	3,151	(1,534)	1,617
Total intangible assets		$8,051	$(3,182)	$4,869

	December 31, 2024			
	Weighted-Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Franchise agreements	10 years	$4,900	$(1,286)	$3,614
Software licenses	3 years	2,356	(599)	1,757
Total intangible assets		$7,256	$(1,885)	$5,371

Estimated future amortization expense of intangible assets is as follows (in thousands):

Years Ending December 31	
2026	$1,139
2027	1,139
2028	428
2029	363
2030	363
Thereafter	1,437
Total	$4,869

4. BRAND LAUNCH EXPENSES

During the year ended December 31, 2022, in connection with the launch of the Extended Stay America Select Suites brand, the Company incurred $2.5 million in costs related to payments due to certain franchisees. The payments relate to exemptions within certain areas of protection that were provided to facilitate the launch of the Extended Stay America Select Suites brand. The majority of payments will be satisfied through a net reduction in franchise fees paid by applicable franchisees to the Company.

As of December 31, 2025 and 2024, payments to be satisfied through a net reduction in fees paid are included within accrued liabilities on the accompanying balance sheets as follows:

	2025	2024
Current accrued liabilities	$ 300	$ 300
Non-current accrued liabilities	995	1,295
Total	$1,295	$1,595

5. CUSTOMER CONTRACTS

Outstanding Contract Liabilities—Contract liabilities relate to advance consideration received, such as initial fees paid when a franchise agreement is executed and certain system implementation fees paid at the time of installation. The following table presents changes in outstanding contract liabilities and the amounts of outstanding contract liabilities that were recognized as revenue during the years ended December 31, 2025 and 2024 (in thousands):

	2025	2024
Contract liabilities—beginning of period	$ 4,842	$ 4,478
Contract liabilities—end of period	6,623	4,842
Portion of beginning balance recognized as revenue during the period	773	824

As of December 31, 2025 and 2024, $0.2 million and $0.1 million of contract liabilities, respectively, were presented as current deferred revenue on the accompanying balance sheets. As of December 31, 2025 and 2024, $6.4 million and $4.7 million of contract liabilities, respectively, were presented as non-current deferred revenue on the accompanying balance sheets.

Performance Obligations—The Company does not estimate revenues expected to be recognized related to unsatisfied performance obligations for franchise fees or system service fees, as they are considered either sales-based fees or allocated to wholly unsatisfied performance obligations in a series. Performance obligations related to franchised hotels are expected to be satisfied over the term of the respective franchise agreements, which are typically 20 years.

6. RELATED PARTY TRANSACTIONS

The Company benefits from a services agreement between ESA Management LLC (the "Manager") and Strategies Branding. The Manager's non-economic, non-member co-managers are affiliates of the entities that own Eagle Strategies. The Manager incurs reimbursable costs for certain overhead services and system services performed or arranged on the Company's behalf. From time to time, disbursements may also be made on the Company's behalf by the Manager which are directly reimbursed to the Manager. Cost reimbursements for overhead services, including executive management, accounting, business development, financial analysis, training and technology were $7.1 million and $6.6 million for the years ended December 31, 2025 and 2024, respectively, and are included in general and administrative expenses in the accompanying statements of operations. Cost reimbursements included in system service expenses in the accompanying statements of operations were $4.3 million and $3.8 million for the years ended December 31, 2025 and 2024, respectively. As of December 31, 2025 and 2024, $2.6 million and $2.7 million, respectively, of reimbursements were due to the Manager and are included in due to affiliates in the accompanying balance sheets.

The Company is party to a trademark agreement with Strategies Branding for the license of the Extended Stay America brands and other intellectual property for a trademark license fee of 5% of franchise royalties. For the years ended December 31, 2025 and 2024, respectively, the Company incurred $0.5 million and $0.4 million in trademark license fees to Strategies Branding. As of December 31, 2025 and 2024, $0.1 million of trademark fees were due to Strategies Branding and are included in due to affiliates in the accompanying balance sheets.

From time to time, disbursements and/or receipts may be made and/or received on the Company's behalf by ESH Hospitality, Inc. ("ESH REIT"). The entities that own ESH REIT are affiliates of the entities that own Eagle Strategies. As of December 31, 2025 and 2024, less than $0.1 million was due to ESH REIT and is included in due to affiliates in the accompanying balance sheets.

7. SUBSEQUENT EVENTS

The Company evaluated if there had been any subsequent events through March 24, 2026, the date the financial statements were available to be issued. No subsequent events were noted.

* * * * * *

ESH Strategies Franchise LLC

Financial Statements as of and for the
Years Ended December 31, 2024 and 2023,
and Independent Auditor's Report

ESH STRATEGIES FRANCHISE LLC

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INDEPENDENT AUDITOR'S REPORT

To ESH Hospitality Strategies LLC:

Opinion

We have audited the financial statements of ESH Strategies Franchise LLC (the "Company"), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, changes in member's capital, and cash flows for the years then ended, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 6 to the financial statements, the Company has entered into significant related party transactions with affiliated entities that are fundamental to the users' understanding of the financial statements. The accompanying financial statements may not be indicative of the conditions that would have existed, or the results of operations that would have occurred, had the Company operated without these related party transactions. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Deloitte & Touche LLP

March 24, 2025

ESH STRATEGIES FRANCHISE LLC

BALANCE SHEETS
AS OF DECEMBER 31, 2024 AND 2023
(In thousands)

	2024	2023
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 9,170	$ 8,537
Accounts receivable	1,911	2,423
Net investment in leases	260	358
Other current assets	239	212
Total current assets	11,580	11,530
NON-CURRENT ASSETS:		
Intangible assets—net of accumulated amortization of $1,885 and $959	5,371	6,028
Net investment in leases	-	303
Contract acquisition costs	2,227	2,292
Total non-current assets	7,598	8,623
TOTAL ASSETS	$ 19,178	$ 20,153
LIABILITIES AND MEMBER'S CAPITAL		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	$ 881	$ 1,214
Due to affiliates (Note 6)	2,770	4,776
Deferred revenue	132	92
Total current liabilities	3,783	6,082
NON-CURRENT LIABILITIES:		
Accrued liabilities	2,490	3,114
Deferred revenue	4,710	4,386
Total non-current liabilities	7,200	7,500
Total liabilities	10,983	13,582
MEMBER'S CAPITAL	8,195	6,571
TOTAL LIABILITIES AND MEMBER'S CAPITAL	$ 19,178	$ 20,153

See accompanying notes to financial statements.

ESH STRATEGIES FRANCHISE LLC

STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(In thousands)

	2024	2023
REVENUES:		
Franchise fees	$ 9,391	$ 7,124
System service fees	10,888	8,619
Direct expense reimbursements	3,057	2,372
Other revenues	2,482	324
Total revenues	25,818	18,439
OPERATING EXPENSES:		
System service expenses	12,188	10,560
Direct reimbursable expenses	3,057	2,372
General and administrative expenses	7,697	6,929
Trademark license expenses	429	351
Amortization expense	910	399
Total operating expenses	24,281	20,611
NET INCOME (LOSS)	$ 1,537	$ (2,172)

See accompanying notes to financial statements.

ESH STRATEGIES FRANCHISE LLC

STATEMENTS OF CHANGES IN MEMBER'S CAPITAL
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(In thousands)

BALANCE—December 31, 2022	$ 5,393
Net loss	(2,172)
Member contributions	3,350
BALANCE—December 31, 2023	6,571
Net income	1,537
Member contributions	87
BALANCE—December 31, 2024	$ 8,195

See accompanying notes to financial statements.

ESH STRATEGIES FRANCHISE LLC

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(In thousands)

	2024	2023
OPERATING ACTIVITIES:		
Net income (loss)	$ 1,537	$ (2,172)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Non-cash member contributions	87	350
Amortization expense	910	399
Loss on disposal of intangible assets	13	-
Changes in assets and liabilities:		
Accounts receivable	512	(717)
Net investment in leases	401	471
Contract acquisition costs	65	(962)
Due to affiliates	(2,006)	2,460
Other assets	(30)	(64)
Deferred revenue	364	2,072
Accounts payable and accrued liabilities	(698)	76
Net cash provided by operating activities	1,155	1,913
INVESTING ACTIVITIES—Payments for intangible assets	(522)	(89)
FINANCING ACTIVITIES—Member contributions	-	3,000
Net cash provided by financing activities	-	3,000
NET INCREASE IN CASH AND CASH EQUIVALENTS	633	4,824
CASH AND CASH EQUIVALENTS:		
Beginning of period	8,537	3,713
End of period	$ 9,170	$ 8,537
NONCASH INVESTING ACTIVITIES—Expenditures for intangible assets included in accounts payable and accrued liabilities	$ 355	$ 1,998

See accompanying notes to financial statements.

1. ORGANIZATION AND OPERATIONS

ESH Strategies Franchise LLC (the "Company") was formed as a limited liability company in the state of Delaware on September 16, 2010. On October 17, 2010, ESH Hospitality Strategies LLC (the "Member") became the sole member of the Company. On June 16, 2021, Extended Stay America, Inc. ("ESA") sold its 100% ownership interest in the Member to Eagle Strategies Holdings LLC ("Eagle Strategies").

The Company is engaged in franchising extended stay hotels in the United States under the Extended Stay America umbrella of brands, which includes Extended Stay America Suites, Extended Stay America Select Suites and Extended Stay America Premier Suites. The brand names and other intellectual property are licensed from ESH Strategies Branding LLC ("Strategies Branding"), a wholly-owned subsidiary of the Member, and in-turn relicensed to third-party franchisees (see Note 6).

In 2024, the Company added 25 franchised hotel properties and removed 10 hotel properties from its franchised system. The following table summarizes the franchised hotels as of December 31, 2024 and 2023:

	December 31, 2024		December 31, 2023	
	Number of Franchised Hotels	Number of Franchised Rooms	Number of Franchised Hotels	Number of Franchised Rooms
Extended Stay America Suites	107	10,975	104	10,768
Extended Stay America Select Suites	5	435	1	84
Extended Stay America Premier Suites	17	1,941	9	984
	129	13,351	114	11,836

2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("U.S. GAAP") and include the financial position, results of operations, changes in member's capital and cash flows of the Company.

Use of Estimates—The preparation of the accompanying financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and amounts of revenues and expenses during the reporting period. Management used significant estimates to determine the estimated useful lives of intangible assets. Actual results could differ from those estimates.

Cash and Cash Equivalents—The Company considers all cash on hand, demand deposits with financial institutions, and short-term, highly liquid investments with original maturities of three months or less

to be cash equivalents. The Company has deposits in excess of $250,000 with a financial institution that is not insured by the Federal Deposit Insurance Corporation. The Company does not believe cash and cash equivalents expose it to significant credit risk.

Accounts Receivable—Accounts receivable consists of franchise fees (royalties), system service fees and other amounts due from franchisees, including the reimbursement of costs incurred on behalf of franchised hotels. An allowance for credit losses is made when collection is considered doubtful. Balances are considered past due when payment is not received by the contractual due date. When management determines that accounts receivable are uncollectible, they are written off against the allowance for credit losses. The Company considers historical collection activity and business forecasts in estimating allowance for credit losses. As of December 31, 2024 and 2023, the estimated allowance for credit losses was immaterial.

Contract Acquisition Costs—Contract acquisition costs consist of direct incremental costs incurred to obtain contracts with customers. Subsequent to contract execution, costs are amortized on a straight-line basis over the initial, non-cancellable term of the contract or the expected contract life. Amortization of contract acquisition costs is included in general and administrative expenses in the accompanying statements of operations.

The Company reviews assets, including contract acquisition costs, for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. To the extent an asset is impaired, the excess carrying amount over estimated fair value is recognized as an impairment charge. No material impairment charges were recognized for the years ended December 31, 2024 and 2023.

Net Investment in Leases—The Company has sales-type lease agreements with certain franchisees for the lease of information technology equipment over 5-year terms, which fully mature in 2025. The leases grant the lessees an option to purchase the underlying assets that the Company believes the lessees are reasonably certain to exercise. Upon lease execution, the Company recognized a net investment in leases equal to the present value of future lease payments. For each lease, the net investment in the lease, or sales price, upon lease execution was equal to the carrying value of the underlying information technology equipment, and therefore no interest income is recognized.

Intangible Assets—Intangible assets include franchise agreements and software licenses, which are amortized on a straight-line basis over their estimated useful lives. The estimated useful life of franchise agreements is approximately 20 years and the estimated useful life of software licenses is the remaining non-cancellable term of each respective contract.

The Company's software license fees are paid over the term of the respective license contract and may vary in the future based on the number of available rooms at each of the franchised hotels. The Company estimates a liability for the cost of the software license asset and remeasures the liability at each reporting date. As of December 31, 2024 and 2023, $0.5 million of license fees payable are included in current accounts payable and accrued liabilities and $1.2 million and $1.5 million, respectively, are included in non-current accrued liabilities on the accompanying balance sheets.

The Company reviews intangible assets for impairment annually or whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. To the extent an intangible asset is impaired, the excess carrying amount over estimated fair value is recognized as an impairment charge. No impairment charges were recognized for the years ended December 31, 2024 and 2023.

Franchise Fees—Revenues from franchise fees (royalties) consist of an initial fee and an ongoing royalty fee based on a percentage of a franchised hotel's monthly revenue in exchange for the access to and use of the applicable licensed Extended Stay America brand name and other intellectual property. Royalty fees are recognized over time as franchisees derive value from the license to use the intellectual property. Initial fees are deferred and recognized over the expected contract life.

System Service Fees and Direct Expense Reimbursements—Revenues from system service fees and direct expense reimbursements include the reimbursement of costs incurred on behalf of franchisees on a direct and an indirect basis, as follows:

- Direct costs include incremental reservation and distribution costs for which the Company is reimbursed by the franchisees on a dollar-for-dollar basis. Since the Company directs the reservation and distribution services, it acts as the principal with respect to these services and revenue is recognized on a gross basis.

- Indirect costs include costs associated with certain system-wide platforms shared by all franchisees (i.e., system services), such as marketing, technology infrastructure, central reservations, national sales and revenue management systems. The Company is reimbursed for indirect costs through system service fees based on a percentage of a franchised hotel's revenue. System service fees are recognized over time as franchisees derive value from the license to use these processes and systems. Revenue is recognized on a gross basis; expense is recognized as incurred. Over time, the Company manages system services to break-even, but the timing of system service fees will typically not align with expenses incurred to operate the system-wide platforms.

The promise to provide access to the Company's intellectual property combined with the promise to provide system services form a single performance obligation since the promises generally accompany one another. The performance obligation is considered to be a series of services transferred over time. Revenue is recognized on an output method based on performance completed to date. The Company recognizes revenue in the amount to which it has a right to bill customers under respective franchise agreements, as it has a right to consideration in an amount that corresponds directly with customers' hotel revenues. Franchise fees and system service fees are characterized as variable consideration and vary from period to period. In the event that fees include variables that extend beyond the current period, the Company uses the most likely amount method to determine the amount of revenue based on a reasonable revenue forecast for the applicable hotel. In most instances, the Company does not have constraining estimates, as franchisee hotel revenues are typically available and obtained monthly.

Other Revenues—Other revenues include miscellaneous program fees and penalties charged to franchisees pertaining to quality assurance as well as certain pre-opening and administrative activities. Other revenues also include contract termination fees, which were $2.1 million and $0.2 million for the years ended December 31, 2024 and 2023, respectively. Other revenues are recognized in the period that the related transaction or event has occurred.

Income Taxes—As a limited liability company, the Company is not subject to federal income taxes. The Company may be subject to state and local taxes in certain jurisdictions.

3. INTANGIBLE ASSETS

Intangible assets as of December 31, 2024 and 2023, consist of the following (in thousands):

	December 31, 2024			
	Weighted-Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Franchise agreements	10 years	$4,900	$(1,286)	$3,614
Software licenses	3 years	2,356	(599)	1,757
Total intangible assets		$7,256	$(1,885)	$5,371

	December 31, 2023			
	Weighted-Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Franchise agreements	11 years	$ 4,900	$ (922)	$ 3,978
Software licenses	5 years	2,070	(37)	2,033
Software in process		17	-	17
Total intangible assets		$ 6,987	$ (959)	$ 6,028

Estimated future amortization expense of intangible assets is as follows (in thousands):

Years Ending December 31	
2025	$ 933
2026	933
2027	933
2028	410
2029	363
Thereafter	1,799
Total	$ 5,371

4. BRAND LAUNCH EXPENSES

During the year ended December 31, 2022, in connection with the launch of the Extended Stay America Select Suites brand, the Company incurred $2.5 million in costs related to payments due to certain franchisees. The payments relate to exemptions within certain areas of protection that were provided to facilitate the launch of the Extended Stay America Select Suites brand. The majority of payments will be satisfied through a net reduction in franchise fees paid by applicable franchisees to the Company.

As of December 31, 2024, $1.6 million of the payments to be satisfied through a net reduction in fees paid are included within accrued liabilities on the accompanying balance sheets; $0.3 million and $1.3 million are presented as current and non-current accrued liabilities, respectively.

As of December 31, 2023, $2.2 million of the payments to be satisfied through a net reduction in fees paid are included within accrued liabilities on the accompanying balance sheets; $0.6 million and $1.6 million are presented as current and non-current accrued liabilities, respectively.

5. CUSTOMER CONTRACTS

Outstanding Contract Liabilities—Contract liabilities relate to advance consideration received, such as initial fees paid when a franchise agreement is executed and certain system implementation fees paid at the time of installation. The following table presents changes in outstanding contract liabilities and the amount of outstanding contract liabilities that were recognized as revenue during the years ended December 31, 2024 and 2023 (in thousands):

	2024	2023
Contract liabilities—beginning of period	$ 4,478	$ 2,406
Contract liabilities—end of period	4,842	4,478
Portion of beginning balance recognized as revenue during the period	824	117

As of December 31, 2024 and 2023, $0.1 million and less than $0.1 million of contract liabilities, respectively, were presented as current deferred revenue on the accompanying balance sheets. As of December 31, 2024 and 2023, $4.7 million and $4.4 million of contract liabilities, respectively, were presented as non-current deferred revenue on the accompanying balance sheets.

Performance Obligations—The Company does not estimate revenues expected to be recognized related to unsatisfied performance obligations for franchise fees or system service fees, as they are considered either sales-based fees or allocated to wholly unsatisfied performance obligations in a series. Performance obligations related to franchised hotels are expected to be satisfied over the term of the respective franchise agreements, which are typically 20 years.

6. RELATED PARTY TRANSACTIONS

The Company is party to a services agreement with ESA Management LLC (the “Manager”). The Manager’s non-economic, non-member co-managers are affiliates of entities that own Eagle Strategies. The Manager incurs reimbursable costs for certain overhead services and system services performed or arranged on the Company’s behalf. From time to time, disbursements may also be made on the Company’s behalf by the Manager which are directly reimbursed to the Manager. Cost reimbursements for overhead services, including executive management, accounting, business development, financial analysis, training and technology were $6.6 million and $6.5 million for the years ended December 31, 2024 and 2023, respectively, and are included in general and administrative expenses in the accompanying statements of operations. Cost reimbursements included in system service expenses in the accompanying statements of operations were $3.8 million and $3.2 million for the years ended December 31, 2024 and 2023, respectively. As of December 31, 2024 and 2023, $2.7 million and $3.0 million, respectively, of reimbursements were due to the Manager and are included in due to affiliates in the accompanying balance sheets.

The Company is party to a trademark agreement with Strategies Branding for the license of the Extended Stay America brands and other intellectual property for a trademark license fee of 5% of franchise royalties. For each of the years ended December 31, 2024 and 2023, the Company incurred $0.4 million in trademark license fees to Strategies Branding. As of December 31, 2024 and 2023, $0.1 million of trademark fees were due to Strategies Branding and are included in due to affiliates in the accompanying balance sheets.

From time to time, disbursements and/or receipts may be made and/or received on the Company's behalf by ESH Hospitality, Inc. ("ESH REIT"). The entities that own ESH REIT are affiliates of the entities that own Eagle Strategies. As of December 31, 2024 and 2023, $0 and $1.6 million, respectively, was due to ESH REIT and is included in due to affiliates in the accompanying balance sheets.

7. SUBSEQUENT EVENTS

The Company evaluated if there had been any subsequent events through March 24, 2025, the date the financial statements were available to be issued. No subsequent events were noted.

* * * * * *

EXHIBIT E

LIST OF FRANCHISEES AS OF DECEMBER 31, 2025

EXTENDED STAY AMERICA SUITES FRANCHISEES
OPEN AND OPERATING AS OF DECEMBER 31, 2025

Site	Entity Name	Phone	Address	City, State, Zip Code
0027	Siddhivinayaka25, LLC	205-290-0102	40 State Farm Pkwy.	Birmingham, AL 35209
9357	Madison AL Extended Stay Hotel, LLC	316-260-9088	104 Intergraph Way	Madison, AL 35758
0155	Trinity Mobile Hotel LLC	251-344-2514	508 Spring Hill Plaza	Mobile, AL 36608
0902	SAI Chandler LLC	480-785-0464	14245 S. 50th St.	Phoenix, AZ 85044
9616	Classic Motor Inn Inc.	626-256-6999	930 S. Fifth Ave.	Monrovia, CA 91016
9626	T3CP CO LLC	832-466-7434	9650 East Geddes Avenue	Englewood, CO 80112
9644	Trinity Clearwater Hotel LLC	727-572-4800	2311 Ulmerton Rd.	Clearwater, FL 33762
9321	TWC Northlake LLC	770-938-0408	3300 Northlake Parkway, NE	Atlanta, GA 30345
9330	TGC McDonough Hotel LLC	316-260-9088	230 Avalon Court	McDonough, GA 30253
9324	TWC Norcross LLC	770-447-8446	6640 Bay Circle	Norcross, GA 30071
9653	Mayuri Hospitality LLC	650-996-8294	51 E. State Parkway	Schaumburg, IL 60173
4190	PAL Hospitality LLC	650-996-8294	2000 N Roselle Rd.	Schaumburg, IL 60195
4030	1200 American Hotel LLC	224-795-5566	1200 American Lane	Schaumburg, IL 60173
9320	ESHAAN Investments LLC	650-996-8294	2185 Marriott Drive	West Dundee, IL 60118
0247	247 S FT Wayne IN Hotel, LLC	260-432-1916	8309 W. Jefferson Blvd.	Ft. Wayne, IN 46804
0036	36 N Ft Wayne IN Hotel, LLC	260-490-0500	5810 Challenger Pkwy.	Ft. Wayne, IN 46818
4014	4014 Airport Indy IN Hotel, LLC	317-248-0465	2730 Fortune Circle W.	Indianapolis, IN 46241
9813	9813 Airport W Indy IN Hotel, LLC	317-241-0700	5350 W. Southern Ave	Indianapolis, IN 46241
9814	9814 NW 465 Indy IN Hotel, LLC	317-471-0700	9370 Waldemar Rd	Indianapolis, IN 46268
9816	Lodging Advisory KC Lenexa, LLC	913-894-5550	8015 Lenexa Dr.	Lenexa, KS 66215
9658	MJB Motels, L.L.C.	913-236-6006	6451 East Frontage Rd	Merriam, KS 66202
9815	Lodging Advisory OP Metcalf, LLC	913-642-2299	7201 W. 106th St	Overland Park, KS 66212
9657	Lodging Advisory OP Nall, LLC	913-661-7111	5401 West 110th St	Overland Park, KS 66211
0521	Lodging Advisory OP Quivira, LLC	913-661-9299	10750 Quivira Rd.	Overland Park, KS 66210

Site	Entity Name	Phone	Address	City, State, Zip Code
6085	Lodging Advisory Wichita East, LLC	316-652-8844	9450 E. Corporate Hills Dr	Wichita, KS 62707
0659	Riverfront Hospitality LLC	859-581-3000	650 West 3rd Street	Covington, KY 41011
0002	Blueland Hospitality LLC	859-271-6160	3575 Tates Creek Rd.	Lexington, KY 40517
0295	Wilhite Dr Hotel LLC	859-278-9600	2650 Wilhite Dr.	Lexington, KY 40503
9388	BL Hospitality Investment, LLC	704-526-7760	10533 Highway 70	St. James, LA 70086
0670	Briarwood Hospitality LLC	734-332-1980	1501 Briarwood	Ann Arbor, MI 48108
0552	MH MI Group LLC	248-583-5522	32690 Stephenson Hwy.	Madison Heights, MI 48071
4191	Romulus Lodging LLC	734-722-7780	30325 Flynn Dr.	Romulus, MI 48174
3529	OM Namah Shivay MN LLC	507-289-7444	2814 43rd St. NW	Rochester, MN 55901
9359	TWC Fenton LLC	636-305-7000	1662 Fenton Business Park Ct.	Fenton, MO 63026
0522	Lodging Advisory KC Airport Plaza, LLC	816-270-7829	11712 N.W. Plaza Cir.	Kansas City, MO 64153
9673	Lodging Advisory KC Airport Tiffany, LLC	816-891-8500	9701 N. Shannon Ave	Kansas City, MO 64153
0561	MJB Motels, L.L.C.	816-943-1315	550 East 105th St.	Kansas City, MO 64131
0030	LHG Midtown Inc.	980-722-4326	921 Wake Towne Drive	Raleigh, NC 27609
9329	Elevation Hospitality, LLC	701-837-1500	1009 20th Ave SE	Minot, ND 58701
0054	Lodging Advisory Omaha West, LLC	402-343-9000	9006 Burt St. NW	Omaha, NE 68114
7512	TWC Rio Rancho LLC	505-792-1338	2608 The American Rd. NW	Albuquerque, NM 87124
7519	TWC ABQ Airport LLC	505-244-0414	2321 International Ave. SE	Albuquerque, NM 87106
9819	TWC Rio Rancho Blvd LLC	505-892-7900	2221 Rio Rancho Blvd (Hwy 528)	Rio Rancho, NM 87124
9383	901 Dick Road Hotel LLC	716-481-9888	901 Dick Road	Cheektowaga, NY 14225
1591	Trinity Camp Lejeune Hotel LLC	910-347-7684	20 McDaniel Dr.	Jacksonville, NC 28546
0015	Hunt Rd Hotel LLC	513-793-6750	4260 Hunt Rd.	Blue Ash, OH 45242
4015	4015 Kenwood Blue Ash Cincy OH Hotel, LLC	513-469-8900	11145 Kenwood Rd.	Blue Ash, OH 45242
9688	9688 Reed Blue Ash Cincy OH Hotel, LLC	513-985-9992	4630 Creek Rd.	Blue Ash, OH 45242
4075	CC Brooklyn LLC	949-683-8818	10300 Cascade Crossing	Brooklyn, OH 44144
0553	185 Montrose LLC	216-374-0091	185 Montrose W. Ave.	Copley, OH 44321
4120	4120 N Dayton OH Hotel, LLC	937-898-9221	6688 Miller Lane	Dayton, OH 45414
0008	8 S Dayton OH Hotel, LLC	937-439-2022	7851 Lois Circle	Dayton, OH 45459

Site	Entity Name	Phone	Address	City, State, Zip Code
0681	Trinity Columbus Dublin Hotel LLC	614-760-0053	450 Metro Place	Dublin, OH 43017
9822	Trinity Columbus Tuttle Hotel LLC	614-760-0245	5530 Tuttle Crossing	Dublin, OH 43016
0034	34 Fairborn Dayton OH Hotel, LLC	937-429-0140	3131 Presidential Dr.	Fairborn, OH 45324
0041	ME OH Group, LLC	419-891-1211	542 West Dussel Dr.	Maumee, OH 43537
0053	Santoshi Aatma, LLC	440-999-0390	17552 Rosbough Blvd.	Middleburg Heights, OH 44130
9689	Bluestone Inn Hospitality LLC	440-777-8585	24851 Country Club Blvd.	North Olmsted, OH 44070
0047	Dharamshala LLC	216-456-5450	25801 Country Club Blvd.	North Olmsted, OH 44070
4178	3820 Orange PL LLC	216-595-9551	3820 Orange Pl.	Orange, OH 44122
0565	Trinity Cincinnati Hotel LLC	513-671-4900	320 Glensprings Dr.	Springdale, OH 45246
0059	SRE ESA OPCO Westlake, LLC	440-899-4160	30360 Clemens Rd.	Westlake, OH 44145
9304	G4 ESBartlesville LLC	918-766-0044	3812 SE Washington Blvd	Bartlesville, OK 74006
9306	Lawton Operating Co LLC	580-354-9906	940 NW 38th St	Lawton, OK 73505
9305	G4 McAlester LLC	918-426-4171	425 S. George Nigh Expy	McAlester, OK 74501
0050	Ranchhodraiji LLC	405-722-2802	4811 Northwest Expressway	Oklahoma City, OK 73132
6065	Expy Hotels LLC	405-942-7441	2720 Northwest Expressway	Oklahoma City, OK 73112
0039	G4MF Midtown LLC	918-660-2890	7901 E. 31st Court South	Tulsa, OK 74145
0507	T3CP PA LLC	832-466-7434	520 North Bell Avenue	Carnegie, PA 15106
9379	ALL NK Main LLC	848-219-5000	314 Primrose Lane	Mountville PA 17554
2526	Bartram Ave Lodging LLC	215-365-4360	8880 Bartram Ave.	Philadelphia, PA 19153
0547	Tinicum Holdings LLC	215-492-6766	9000 Tinicum Blvd.	Philadelphia, PA 19153
0022	Columbia Vinayak LLC	828-320-5700	180 Stoneridge Drive	Columbia SC 29210
0029	Shree Ganesha Hospitality LLC	337-517-7791	7641 Northwoods Blvd.	N. Charleston, SC 29046
0180	T3CP Columbia LLC	832-466-7434	450 Gracern Road	Columbia, SC 29210
0305	SAI Baba 9020 GP	337-499-8246	9020 Church Street East	Brentwood, TN 37027
0010	Rama Corbin LLC	615-973-7429	1700 Winston Road	Knoxville, TN 37919
5023	Evara Hospitality LLC	901-685-7575	6325 N. Quail Hollow	Memphis, TN 38120
6172	Maverick Amarillo I LLC	806-351-0117	2100 Cinema Dr.	Amarillo, TX 79124
9704	PH Watson LLC	817-709-4562	1221 N Watson Dr.	Arlington, TX 76006
0046	PH Lamar LLC	817-709-4562	2420 E Lamar Blvd	Arlington, TX 76006
6027	Arboretum BHP LLC	512-231-1520	10100 N. Capital of Texas Highway	Austin, TX 78759

Site	Entity Name	Phone	Address	City, State, Zip Code
9829	Research Park BHP LLC	512-219-6500	12424 Research Blvd.	Austin, TX 78759
9703	Austin Bouldin Creek, LLC	512-476-1818	507 South First Street	Austin, TX 78704
9333	WIG Baytown, LLC	281-839-1400	7212 Eastpoint Blvd	Baytown, TX 77521
6070	OM Govind Corpus LLC	361-991-1967	6218 S. Staples St.	Corpus Christi, TX 78413
6016	6016 Greenville Dallas TX Hotel, LLC	972-238-1133	12270 Greenville Ave.	Dallas, TX 75243
6078	6078 W EL Paso TX Hotel, LLC	915-833-7731	990 Sunland Park Dr.	El Paso, TX 79922
0886	886 Airport EL Paso TX Hotel, LLC	915-772-5754	6580 Montana Ave.	El Paso, TX 79925
6071	6071 Fossil Creek FT Worth TX Hotel, LLC	817-232-1622	3261 N.E. Loop 820	Fort Worth, TX 76137
6084	6084 Fort Worth Southwest TX Hotel, LLC	817-263-8700	4701 City Lake Blvd. W	Fort Worth, TX 76132
6092	6092 City View Ft Worth TX Hotel, LLC	817-263-9006	5831 Overton Ridge Blvd.	Fort Worth, TX 76132
9712	9712 Med Center Ft Worth TX Hotel, LLC	817-338-4808	1601 River Run	Fort Worth, TX 76107
0049	209 Radheshwari MHM, Inc.	713-895-0965	5454 Hollister Street	Houston, TX 77040
6068	SAI Ram Ganesh, LLC	713-461-5674	11175 Katy Freeway	Houston, TX 77079
5050	American Hospitality Group LLC	281-398-6500	15385 Katy Freeway	Houston, TX 77094
0062	La Concha Hospitality, LLC	713-790-9753	1303 La Concha Lane	Houston, TX 77054
6066	The Vasupradha LLC	281-333-9494	1410 NASA Rd 1	Houston, TX 77058
9300	SPI IAH LLC	281-987-3900	1500 North Sam Houston Parkway	Houston, TX 77032
9826	Braeswood Hospitality, LLC	713-794-0800	1301 S. Braeswood Blvd.	Houston, TX 77030
6057	SAI Ram Kirby LLC	713-521-0060	2330 SW Freeway	Houston, TX 77098
6026	SAI Ram Willowbrook LLC	281-970-2403	16939 Tomball Pkwy	Houston, TX 77064
6055	Galleria Westheimer Hotel, LLC	713-355-8500	4701 Westheimer Rd	Houston, TX 77027
9713	Galleria West Loop Hotel, LLC	713-960-9660	2300 West Loop South	Houston, TX 77027
6011	SAI Richmond LLC	713-952-4644	3200 W. Sam Houston Pkwy	Houston, TX 77042
0064	SAI Westheimer LLC	713-532-0524	2424 W. Sam Houston Pkwy.	Houston, TX 77042
9705	LC DNT LP	832-452-2414	5315 Carnaby Street	Irving, TX 75038
9833	Green Park Hospitality, LLC	972-751-0808	5401 Green Park Dr.	Irving, TX 75038
9307	1919 Garuda LLC	281-713-8989	291 Kingwood Medical Center	Kingwood, TX 77339
6187	SAI Lubbock Hospitality LLC	806-785-9881	4802 S Loop 289	Lubbock, TX 7914
9710	9710 Parkway Plano TX Hotel, LLC	972-596-9966	4709 W. Plano Pkwy	Plano, TX 75093
9716	SA Central BHP LLC	210-491-9009	1015 Central Parkway South	San Antonio, TX 78232
6083	9D Hotels Inc.	210-694-1229	4331 Spectrum One	San Antonio, TX 78230

Site	Entity Name	Phone	Address	City, State, Zip Code
6029	T3CP Woodlands LLC	832-466-7434	150 Valley Wood Road	Spring, TX 77380
6175	6175 Waco TX Hotel, LLC	254-399-8836	5903 Woodway Dr.	Waco, TX 76712
9342	Speedway Hotel Group LLC	276-669-9353	134 Salem Way	Bristol, VA 24201
9326	TWC Chantilly LLC	703-709-0453	14036 Thunderbolt Place	Chantilly, VA 20151
9325	TWC Glen Allen LLC	804-747-5253	4231 Park Place Court	Glen Allen, VA 23060
9322	TWC Virginia Beach LLC	757-490-9367	5757 Cleveland St	Virginia Beach, VA 23462
9323	TWC Yorktown LLC	757-874-8884	200 Cybernetics Way	Yorktown, VA 23693

EXTENDED STAY AMERICA SUITES FRANCHISEES
NOT OPEN AS OF DECEMBER 31, 2025

Site	Entity Name	Phone	Address	City, State, Zip Code
9340	BCDH Hospitality	404-324-1898	100 West 21st St	Chattanooga, TN 37408

EXHIBIT F

EXTENDED STAY AMERICA SUITES FRANCHISED HOTELS TERMINATED, CANCELLED, NOT RENEWED, OTHERWISE CEASED DOING BUSINESS, TRANSFERRED, OR NOT COMMUNICATED WITHIN 10 WEEKS OF THE ISSUANCE DATE

Site #	Entity Name	Phone	Address	City, State, Zip Code
9858	4580 Old Airport FBX, LLC	907-279-8068	813 D Street, Suite 200	Anchorage, AK 99501
9859	1800 Shell Juneau, LLC	907-279-8068	813 D Street, Suite 200	Anchorage, AK 99501
9801	Lodging Advisory Chandler Blvd, LLC	480-753-6700	5035 E. Chandler Blvd	Phoenix, AZ 85048
0902	Lodging Advisory Foothills Chandler, LLC	480-785-0464	14245 S. 50th St.	Phoenix, AZ 85044
0014	14 NW College Indy IN Hotel, LLC	317-872-3090	9030 Wesleyan Rd.	Indianapolis, IN 46268
9658	Lodging Advisory KC Shawnee Mission, LLC	913-236-6006	6451 East Frontage Rd	Merriam, KS 66202
0002	2 Tates Creek Lexington KY Hotel, LLC	859-271-6160	3575 Tates Creek Rd.	Lexington, KY 40517
0295	295 Nicholasville LEX KY Hotel, LLC	859-278-9600	2650 Wilhite Dr.	Lexington, KY 40503
9388	St. James Hospitality LLC	704-526-7760	10533 Highway 70	St. James, LA 70086
9105	First Lodging Group LLC	248-798-5775	21150 Coolidge Hwy	Oak Park, MI 48237
0561	Lodging Advisory KC South, LLC	816-943-1315	550 East 105th St.	Kansas City, MO 64131
9672	Lodging Advisory KC Country Club Plaza, LLC	816-531-2212	4535 Main St	Kansas City, MO 64111
0026	Amba Mata, LLC	901-568-4175	600 Weston Parkway	Cary, NC 27513
7512	Lodging Advisory Rio Rancho, LLC	505-792-1338	2608 The American Rd. NW	Albuquerque, NM 87124
7519	Lodging Advisory ABQ Airport, LLC	505-244-0414	2321 International Ave. SE	Albuquerque, NM 87106
9819	Lodging Advisory Rio Rancho Blvd Deluxe, LLC	505-892-7900	2221 Rio Rancho Blvd (Hwy 528)	Rio Rancho, NM 87124
0015	15 Reagan Blue Ash Cincy OH Hotel, LLC	513-793-6750	4260 Hunt Rd.	Blue Ash, OH 45242
9689	SRE ESA OPCO Airport North Olmsted, LLC	440-777-8585	24851 Country Club Blvd.	North Olmsted, OH 44070
9304	Bartlesville ES LLC	918-766-0044	3812 SE Washington Blvd	Bartlesville, OK 74006
0877	G4 ESOKC Airport LLC	997-408-8707	5901 W. Charleston St.	Broken Arrow, OK 74011

9306	Lawton ES LLC	580-354-9906	940 NW 38th St	Lawton, OK 73505
9305	McAlester ES LLC	918-426-4171	425 S. George Nigh Expy	McAlester, OK 74501
0877	OKC Airport ES LLC	405-948-4443	4820 West Reno Ave.	Oklahoma City, OK 73127
0050	OKC Northwest ES LLC	405-722-2802	4811 Northwest Expressway	Oklahoma City, OK 73132
6065	OKC NW Expressway ES LLC	405-942-7441	2720 Northwest Expressway	Oklahoma City, OK 73112
0305	OM SAI RAM Brentwood GP	337-499-8246	9020 Church Street East	Brentwood, TN 37027
9834	ATX8221 LLC	512-339-6005	8221 North IH-35	Austin, TX 78753
9709	LC DNT LP	832-452-2414	18470 N. Dallas Parkway	Dallas, TX 75287
5050	Houston Energy Corridor ES LLC	281-398-6500	15385 Katy Freeway	Houston, TX 77094
9307	Kingwood ESC LP	281-713-8989	291 Kingwood Medical Center	Kingwood, TX 77339
6187	Maverick Lubbock I LLC	806-785-9881	4802 S Loop 289	Lubbock, TX 7914
9302	San Antonio ES LLC	972-239-8373	21103 Encino Commons Blvd	San Antonio, TX 78259

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

EXHIBIT G

BRAND STANDARDS TABLE OF CONTENTS

BRAND STANDARDS TABLE OF CONTENTS

SECTION	PAGE
Section 100: The Extended Stay America Suites® Brand	5 pages
Section 200: Service Standards	3 pages
Section 300: Reservations and Channels	15 pages
Section 400: Breakfast Fitness and Other Guest Services	6 pages
Section 500: Marketing and Brand Identity	6 pages
Section 600: General Rules of Operation	14 pages
Section 700: Employee Standards	2 pages
Section 800: Learning and Development	2 pages
Section 900: Information Technology and Telecommunication	17 pages
Section 1000: Safety & Security	3 pages
Section 1100: Risk Management	8 pages
Section 1200: Design and Construction	21 pages
Appendix	25 pages
Total number of pages	**127 pages**

EXHIBIT H

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
California Commissioner of Financial Protection and Innovation
California Dept. of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, CA 95834
(866) 275-2677 (Toll Free)
Ask.DFPI@dfpi.ca.gov (email)
Agent to Receive Process:
Commissioner of Financial Protection and Innovation

FLORIDA
Dept. of Agriculture & Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, FL 32399
(800) 435-7352

HAWAII
Dept. of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 205
Honolulu, HI 96813
(808) 586-2744
Agent to Receive Process:
Hawaii Commissioner of Securities
Dept. of Commerce & Consumer Affairs

ILLINOIS
Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706
(217) 782-4465
Agent to Receive Process:
Illinois Attorney General

INDIANA
Indiana Securities Division
Franchise Section
302 W. Washington Street, Room E-111
Indianapolis, IN 46204
(317) 232-6681
Agent to Receive Process:
Indiana Secretary of State
201 State House
200 W. Washington Street
Indianapolis, IN 46204
(317) 232-6531

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360
Agent to Receive Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN
Michigan Dept. of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
525 W. Ottawa St.
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 373-7117
Agent to Receive Process:
Michigan Dept. of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

MINNESOTA
Commissioner of Commerce
Dept. of Commerce-Securities Unit
85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1600
Agent to Receive Process:
Minnesota Dept. of Commerce - Securities Unit

NEBRASKA
Dept. of Banking and Finance
Bureau of Securities
1526 K Street, Suite 300
Lincoln, NE 68508
(402) 471-3445

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222
Agent to Receive Process:
New York Secretary of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 474-5741

NORTH DAKOTA
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, State Capitol
5th Floor, Dept. 401
Bismarck, ND 58505-0510
(701) 328-2910
Agent to Receive Process:
North Dakota Insurance Commissioner

OREGON
Dept. of Consumer and Business Services
Division of Finance and Corporate Securities
350 Winter Street NE
Salem, OR 97309
(503) 378-4140
Agent to Receive Process:
Dept. of Insurance and Finance
700 Summer Street, N.E., Ste. 120
Salem, OR 97310

RHODE ISLAND
Dept. of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, RI 02920
(401) 222-3048
Agent to Receive Process:
Director of Dept. of Business Regulation
Division of Business Regulation

SOUTH DAKOTA
Dept. of Labor and Regulation
Division of Insurance-Securities Regulation
124 S. Euclid Avenue, Suite 104
Pierre, SD 57501
(605) 773-3563
Agent to Receive Process:
Department of Labor and Regulation

TEXAS
Secretary of State
Statutory Document Section
1019 Brazos
Austin, TX 78701
(512) 475-1769

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051
Agent to Receive Process:
Clerk of the State Corporation Commission
Corporate Commission

WASHINGTON
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507
(360) 902-8760
Agent to Receive Process:
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

WISCONSIN
Dept. of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 266-2139
Agent to Receive Process:
Administrator, Division of Securities, Dept. of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, WI 53705

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT, RIDERS TO FRANCHISE AGREEMENT, AND STATE RIDERS TO DEVELOPMENT AGREEMENT

ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF ESH STRATEGIES FRANCHISE LLC

The following are additional disclosures for the Franchise Disclosure Document of ESH Strategies Franchise LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of California:

1. 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.

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR DEVELOPMENT AGREEMENT OR FRANCHISE AGREEMENT.

3. OUR WEBSITE, www.newesa.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. The following is added at the end of Item 3:

> Neither we, our parent, predecessor *or* affiliates nor any person in Item 2 of the Franchise Disclosure Document 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. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

6. Item 6 is amended by adding the following to the Remarks in the "Interest on Late Payments" section:

The maximum allowable interest rate in California is 10% per annum.

7. The following paragraphs are added at the end of Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee and multi-unit developer concerning termination, transfer or nonrenewal of a franchise. If the Development Agreement or Franchise Agreement contains a provision that is inconsistent with the law, and the law applies, the law will control.

The Franchise Agreement contains a provision that may be interpreted as a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Development Agreement and Franchise Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

The Development Agreement and Franchise Agreement require application of the laws of the State of North Carolina. This provision might not be enforceable under California law.

The Development Agreement and Franchise Agreement require that any claim shall be brought within the judicial district in which ESA has its principal place of business at the time the action or proceeding is initiated (currently Charlotte, North Carolina in Mecklenburg County). Prospective multi-unit developers and franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Development Agreement and Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

HAWAII

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of Hawaii:

THESE FRANCHISES WILL BE/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 HEREIN 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 SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FDD, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FDD 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.

The states in which this registration is or will be effective (or exempt from registration) or where a disclosure document has been or will be shortly filed: California, Hawaii, Illinois, Indiana, Maryland, Michigan. Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

The states, if any, which have refused, by order or otherwise, to register these franchises: None.

The states, if any, which have revoked or suspended the right to offer these franchises: None.

The states, if any, in which a proposed registration of these franchises has been withdrawn: None.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

ILLINOIS

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of Illinois:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Items 17(v) and 17(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.

Your rights upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INDIANA

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of Indiana:

1. **Item 17, Additional Disclosures.** The following statements are added to Item 17:

The Indiana Deceptive Franchise Practices Law (Indiana Code 23-2-2.7 et seq.) in general governs the relationship between the franchisor and the franchisee by forbidding certain provisions in the franchise agreement and related documents and by preventing the franchisor from engaging in certain acts and practices which could be considered coercive or oppressive to the franchisee. If any of the provisions of the Franchise Agreement or the Development Agreement conflict with this law, this law will control.

Any provisions requiring you to sign a general release of claims against us, including upon execution of a successor Franchise Agreement, refund of initial fees, or transfer, does not release any claim you may have under the Indiana Deceptive Franchise Practices Law.

The Franchise Agreement and the Development Agreement provide that suit must be brought in North Carolina. These provisions may not be enforceable under Indiana law.

Indiana franchise laws will govern the Franchise Agreement, the Development Agreement, and any and all other related documents.

Item 23 of the Franchise Disclosure Document shall be amended as follows:

We must provide this Franchise Disclosure Document to you at least 10 days prior to the execution by you of a binding franchise or other agreement, or at least ten 10 days prior to the receipt of any consideration, whichever first occurs.

MARYLAND

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of Maryland:

1. The following is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of the "Summary" section of Item 17(h), entitled "Cause" defined – non-curable defaults:

The Development Agreement and Franchise Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The following sentence is added to the end of the "Summary" section of Item 17(v), entitled Choice of forum:

You may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

5. The following language is added to Item 11 with regard to the System Services Fee:

A statement showing how System Services Fees have been spent in the last year will be provided to you upon your written your request.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of Minnesota:

AMENDMENTS RELATING TO STATUTORY AND REGULATORY PROVISIONS AND REQUIREMENTS OF THE STATE OF MINNESOTA AND APPLICABLE TO THE FRANCHISE DISCLOSURE DOCUMENT.

1. The page entitled "**Special Risk(s) to Consider About *This* Franchise**" is amended by the addition of the following language:

Special Risk(s) to Consider About *This* Franchise

REGISTRATION IS NOT ENDORSEMENT. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION

DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

DISCLOSURE REQUIRED. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE.

DISCLOSURE DOCUMENT IS A SUMMARY. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. Item 6 titled "Insufficient Funds Fee/NSF" of the Franchise Disclosure Document is amended to include the following paragraph:

> With respect to franchises governed by Minnesota law, we will comply with pursuant to Minn. Stat. Sec. 604.113, which imposes only one insufficient funds service fee per dishonored check, not to exceed $30.

3. Item 13 is amended to provide that if you have complied with all provisions of the Franchise Agreement applicable to the Marks, we will protect your right to use the Marks and will indemnify you from any loss, costs or expenses arising out of any claims, suits or demands regarding your use of the Marks in accordance with Minn. Stat. Sec. 80C 12, Subd. 1(g).

4. Item 17 "summary column" for (f) of the Franchise Disclosure Document is amended to include the following:

> With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure), and that consent to the transfer of the franchise will not be unreasonably withheld.

5. Item 17 "summary column" for (m) of the Franchise Disclosure Document is amended to include the following:

> Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

6. Item 17 "summary columns" for (v) and (w) of the Franchise Disclosure Document are amended to include the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota or requiring waiver of a jury trial. In addition, nothing in this 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 the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause, pursuant to Minn. Rule 2860.4400J.

7. Item 17 of the Franchise Disclosure Document is amended to include the following paragraph after the table:

Pursuant to Minn. Rule 2860.4400D, any General Release required as a condition of renewal, sale and/or transfer does not apply to any liability under the Minnesota Franchise Act.

8. Item 17 of the Franchise Disclosure Document is amended by adding the following paragraph after the table:

In the State of Minnesota, (a) no person may terminate or cancel a franchise without good cause and without first having given written notice setting forth all the reasons for such termination or cancellation to the Franchisee at least 90 days in advance of such termination or cancellation, and the recipient of the notice fails to correct the reasons stated for termination or cancellation in the notice within 60 days of receipt of the notice; except that the notice shall be effective immediately upon receipt where the alleged grounds are:

(1) Voluntary abandonment of the franchise relationship by the Franchisee; or

(2) The conviction of the Franchisee in a court of competent jurisdiction of an offense directly related to the business conducted pursuant to the franchise; or

(3) Failure to cure a default under the Franchise Agreement which materially impairs a goodwill associated with the Franchisor's tradename, trademark, service mark, logo type or other commercial symbol after the Franchisee has received written notice to cure at least twenty-four hours in advance thereof.

Franchisor shall give Franchisee 180 days' notice for non-renewal of the Franchise Agreement.

No person may terminate or cancel a franchise except for good cause. "Good cause" means failure by the franchisee to substantially comply with the material and reasonable franchise requirements imposed by the franchisor including, but not limited to:

(1) the bankruptcy or insolvency of the franchisee;

(2) assignment for the benefit of creditors or similar disposition of the assets of the franchise business;

(3) voluntary abandonment of the franchise business;

(4) conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or

(5) any act by or conduct of the franchisee which materially impairs the goodwill associated with the franchisor's trademark, tradename, service mark, logotype or other commercial symbol.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NEW YORK

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of New York:

1. The page entitled "**Special Risk(s) to Consider About *This* Franchise**" is amended by the addition of the following language:

Special Risk(s) to Consider About *This* Franchise

ADDITIONAL INFORMATION. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT H OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

REGISTRATION IS NOT ENDORSEMENT. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

UNTRUE STATEMENTS. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, NEW YORK, NEW YORK 10005.

NEGOTIATION. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO

PREVAIL UPON A PROSPECTIVE DEVELOPER OR FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person 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.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has 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, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a 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 is subject to any currently effective order of any national securities association or 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 is 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.

3. The following is added to the end of Item 4:

Neither we, our affiliates or any officers identified in Item 2 of this Disclosure Document has, during the 10-year period preceding the date of this Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) 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 that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), entitled Termination by franchisee:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), entitled Assignment of contract by franchisor:

However, no assignment will be made except to an assignee that in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Development Agreement or Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), entitled Choice of forum, and Item 17(w), entitled Choice of law:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of North Dakota:

1. The following is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The "Summary" section of Item 17(i), entitled Franchisee's obligations on termination or renewal is supplemented by the following language:

> The North Dakota Securities Commissioner has held liquidated damages and termination penalties to be unfair, unjust and inequitable to North Dakota franchisees.

3. The "Summary" section of Item 17(u), entitled Dispute resolution by arbitration or mediation is deleted and replaced with the following:

> To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), mediation and arbitration will be at a site to which we and you mutually agree.

4. The "Summary" section of Item 17(v), entitled Choice of forum, is deleted and replaced with the following:

> You must sue us in North Carolina, except that to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

5. The "Summary" section of Item 17(w), entitled Choice of law, is deleted and replaced with the following:

> Except as otherwise required by North Dakota law, the laws of the State of North Carolina will apply.
>
> We shall not require you to consent to the Waiver of a Trial by Jury, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, or the waiver of exemplary and punitive damages.

6. The State of North Dakota has determined that requiring franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of Rhode Island:

1. The following language is added to the end of the "Summary" sections of Item 17(v), entitled Choice of forum, and 17(w), entitled Choice of law:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a multi-unit Development Agreement or 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."

Each provision of this addendum to the Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this addendum.

VIRGINIA

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of Virginia:

1. The following language is added to the end of the "Summary" section of Item 17.h., entitled "Cause" defined – non-curable defaults:

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 Development Agreement or 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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this addendum to the Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this addendum.

WASHINGTON

Notwithstanding anything to the contrary set forth in the ESH Strategies Franchise LLC Disclosure Document, the following provisions shall supersede and apply to all Extended Stay America Suites franchises offered and sold in the state of Washington:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. **Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experiences with the franchisor.

3. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

4. 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.

5. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those 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. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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 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.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Each provision of this addendum to the Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this addendum.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Franchisee**"), whose principal business address is _____.

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

2. The following language is hereby deleted from the last paragraph of Section 1 (Grant of License): "and Franchisee acknowledges that there are no express or implied territorial rights or agreements between the parties except as stated in this Section."

3. Section 20.10.2 (No Reliance), Section 20.10.3 (Business Risk), and Section 20.10.4 (Disclosure) are hereby deleted from the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT
FOR USE IN HAWAII

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ (**"Franchisee"**), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Franchisee is domiciled in Hawaii; (b) the Hotel that Franchisee will operate under the Franchise Agreement will be located in Hawaii; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Hawaii.

2. **ACKNOWLEDGMENTS**. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement.

ESA	**FRANCHISEE**
ESH STRATEGIES FRANCHISE LLC	**(IF ENTITY):**
By:_____	_____
Name:_____	[Name]
Title:_____	
Date:_____	By:_____
	Name:_____
	Title:_____
	Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Franchisee**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Hotel that Franchisee will operate under the Franchise Agreement will be located in Illinois, and/or (b) Franchisee is domiciled in Illinois.

2. **GOVERNING LAW**. Section 19.1 of the Franchise Agreement is deleted and replaced with the following:

Illinois law shall govern this Agreement.

3. **VENUE FOR LITIGATION**. The following sentence is added to the end of Section 19.2 ("Venue") of the Franchise Agreement:

Section 4 of the Illinois Franchise Disclosure Act states that "Any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State."

4. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following language is added as Section 16.6 of the Franchise Agreement:

> 16.6 Illinois Franchise Disclosure Act. 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 the Act or any other law of Illinois is void. Franchisee's rights upon termination and non-renewal of a franchise agreement are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

5. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Franchisee**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Maryland, and/or (b) the Hotel that Franchisee will operate under the Franchise Agreement will be located in Maryland.

2. **RELEASES.** The following is added to the end of Sections 14.1 and 14.3.1.5 of the Franchise Agreement:

> However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to any claims or liability arising under the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY**. The following sentence is added to the end of Section 15.2.1 of the Franchise Agreement:

> Section 15.2.1 may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **GOVERNING LAW**. The following sentence is added to the end of Section 19.1 ("Governing Law") of the Franchise Agreement:

> Notwithstanding the foregoing, the Maryland Franchise Registration and Disclosure Law shall govern any claim arising under that law.

5. **VENUE FOR LITIGATION**. The following language is added to the end of Section 19.2 ("Venue") of the Franchise Agreement:

> Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **LIMITATION OF CLAIMS**. The following language is added as Section 19.7 of the Franchise Agreement:

> 19.7 Franchisee must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after ESA grants Franchisee the franchise.

7. **GRANT OF LICENSE.** The following language is deleted from the last paragraph of Section 1 of the Franchise Agreement:

> "and Franchisee acknowledges that there are no express or implied territorial rights or agreements between the parties except as stated in this Section."

8. **NO RELIANCE.** Section 20.10.2 is hereby deleted from the Franchise Agreement.

9. **BUSINESS RISK.** Section 20.10.3 is hereby deleted from the Franchise Agreement.

10. **DISCLOSURE.** Section 20.10.4 is hereby deleted from the Franchise Agreement.

11. **ACKNOWLEDGMENTS**. The following is added as a new Section 20.12 to the end of the Franchise Agreement:

20.12. ACKNOWLEDGEMENTS.

No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

All representations requiring Franchisee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA	**FRANCHISEE**
ESH STRATEGIES FRANCHISE LLC	**(IF ENTITY):**
By:_____	_____
Name:_____	[Name]
Title:_____	
Date:_____	By:_____
	Name:_____
	Title:_____
	Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Franchisee**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Hotel that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RELEASES**. The following is added to the end of Sections 14.1 and 14.3.1.5 of the Franchise Agreement:

> Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL, TRANSFER AND TERMINATION**. The following is added to the end of Sections 2, 14.3, 15.1 and 15.2 of the Franchise Agreement:

> However, with respect to franchises governed by Minnesota law, ESA will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement, and that consent to the transfer of the Agreement will not be unreasonably withheld.

4. **NOTIFICATION OF INFRINGEMENT AND CLAIMS**. The following sentence is added to the end of Section 9.3 of the Franchise Agreement:

> Provided Franchisee has complied with all provisions of this Agreement applicable to the Marks, ESA will protect Franchisee's right to use the Marks and will indemnify Franchisee from any loss, costs or expenses arising out of any claims, suits or demands regarding Franchisee's use of the Marks in accordance with Minn. Stat. Sec. 80C 12, Subd. 1(g).

5. **LIQUIDATED DAMAGES**. The following sentence is added to the end of Section 16.3 of the Franchise Agreement:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit a requirement for Franchisee to consent to liquidated damages, termination penalties or judgment notes.

6. **GOVERNING LAW**. The following statement is added at the end of Section 19.1 of the Franchise Agreement:

> NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

7. **VENUE FOR LITIGATION**. The following language is added to the end of Section 19.2 of the Franchise Agreement:

> NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE OF MINNESOTA. NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80.C OR FRANCHISEE'S RIGHTS TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

8. **MUTUAL WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES**. If and then only to the extent required by the Minnesota Franchises Law, Sections 19.4 and 19.5 of the Franchise Agreement are deleted.

9. **LIMITATION OF CLAIMS**. The following language is added as Section 19.7 of the Franchise Agreement:

> 19.7 Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

10. **INJUNCTIVE RELIEF**. Section 19.3 of the Franchise Agreement is deleted and replaced with the following:

> Nothing in this Agreement bars ESA's right to obtain specific performance of the provisions of this Agreement and seek injunctive relief against conduct that threatens to injure or harm us, the Marks or the System, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee agrees that ESA may seek such injunctive relief. Franchisee agrees that its only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon due hearing, and Franchisee hereby expressly waives any claim for damages caused by such injunction. A court will determine if a bond is required.

11. **INTEREST ON LATE PAYMENTS**. Section 3.5 entitled "Interest on Late Payments" shall be amended to include the following language at the end of this section:

> The maximum allowable interest rate in Minnesota is 10% per annuum.

12. **ACKNOWLEDGMENTS**. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN THE STATE OF NEW YORK

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Franchisee**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, (the **"Franchise Agreement"**). This Rider is being signed because (a) Franchisee is domiciled in the State of New York and the Hotel that Franchisee will operate under the Franchise Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

2. **ESA'S RIGHTS TO TRANSFER**. The following language is added to the end of Section 14.1 of the Franchise Agreement:

> However, to the extent required by applicable law, no transfer will be made except to an assignee that, in ESA's good faith judgment, is willing and able to assume ESA's obligations under this Agreement.

3. **RELEASES**. The following language is added to the end of Sections 14.1 and 14.3.1.5 of the Franchise Agreement:

> Notwithstanding the foregoing all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force to the extent required by the non-waiver provisions of GBL Sections 687.4 and 687.5, as amended.

4. **TERMINATION OF AGREEMENT - BY FRANCHISEE**. The following language is added as Section 15.4 of the Franchise Agreement:

> Franchisee also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **INJUNCTIVE RELIEF**. The following sentence is added to the end of Section 19.3:

> ESA's right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

6. **GOVERNING LAW.** The following is added to the end of Section 19.1 of the Franchise Agreement:

> This section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

7. **VENUE FOR LITIGATION**. The following statement is added at the end of Section 19.2 of the Franchise Agreement:

> This section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS FOR USE IN NORTH DAKOTA

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA"**) with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ (**"Franchisee"**), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement and Hotel Technology Agreement. This Rider is being signed because (a) Franchisee is a resident of North Dakota and the Hotel that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **RELEASES**. The following is added to the end of Sections 14.1 and 14.3.1.5 of the Franchise Agreement:

> Any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **GOVERNING LAW**. Section 19.1 of the Franchise Agreement and the first sentence of Section 9.7 of the Hotel Technology Agreement are deleted and replaced with the following:

> EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, AND EXCEPT AS OTHERWISE REQUIRED BY NORTH DAKOTA LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND FRANCHISEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

4. **VENUE FOR LITIGATION**. The following is added to the ends of Section 19.2 of the Franchise Agreement and Section 9.7 of the Hotel Technology Agreement:

> NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, AND SUBJECT TO FRANCHISEE'S MEDIATION AND ARBITRATION OBLIGATIONS, FRANCHISEE MAY BRING AN ACTION IN NORTH DAKOTA FOR CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

5. **LIQUIDATED DAMAGES**. The following language is added to the end of Section 16.3 of the Franchise Agreement:

> NOTWITHSTANDING THE FOREGOING, THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THAT LIQUIDATED DAMAGES AND TERMINATION

PENALTIES ARE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES.

6. **ATTORNEYS' FEE**S. The following language is added to the ends of Section 16.4.2 of the Franchise Agreement and Section 8 of the Hotel Technology Agreement:

Notwithstanding the foregoing, the State of North Dakota has determined that requiring Franchisee to pay all costs and expenses incurred by the Franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

7. **WAIVER OF EXEMPLARY & PUNITIVE DAMAGES AND JURY BY TRIAL**. To the extent required by the North Dakota Franchise Investment Law, Sections 19.4 and 19.5 of the Franchise Agreement are deleted.

8. **LIMITATION OF CLAIMS**. The following applies to Section 17.2 of the Franchise Agreement:

No provision of the Franchise Agreement shall be interpreted to accelerate any statute of limitations contained in any provision of the North Dakota Century Code.

9. **ACKNOWLEDGMENTS**. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA	**FRANCHISEE**
ESH STRATEGIES FRANCHISE LLC	**(IF ENTITY):**
By:_____	_____
Name:_____	[Name]
Title:_____	
Date:_____	By:_____
	Name:_____
	Title:_____
	Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("ESA") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Franchisee**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20____ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Rhode Island and the Hotel that Franchisee will operate under the Franchise Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **NON-RENEWAL AND TERMINATION.** The following paragraph is added to the end of Sections 2, 15.1 and 15.2:

> Section 6-50-4 of the Rhode Island Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, Franchisee shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

3. **GOVERNING LAW / VENUE FOR LITIGATION**. The following language is added to the end of Sections 19.1 and 19.2 of the Franchise Agreement:

> SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT 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." TO THE EXTENT REQUIRED BY APPLICABLE LAW, RHODE ISLAND LAW WILL APPLY TO CLAIMS ARISING UNDER THE RHODE ISLAND FRANCHISE INVESTMENT ACT.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ (**"Franchisee"**), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20___ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the Hotel that Franchisee will operate under the Franchise Agreement will be located in Virginia.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement.

ESA	**FRANCHISEE**
ESH STRATEGIES FRANCHISE LLC	**(IF ENTITY):**
By:_____	_____
Name:_____	[Name]
Title:_____	
Date:_____	By:_____
	Name:_____
	Title:_____
	Date:_____

RIDER TO THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS FOR USE IN WASHINGTON

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("**ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Franchisee**"), whose principal business address is _____.

1. **BACKGROUND.** ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20____ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Washington; and/or (b) the Hotel that Franchisee will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Franchise Agreement and related agreements:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those 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.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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.

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.

3. **GRANT OF LICENSE.** The following language is deleted from the last paragraph of Section 1 of the Franchise Agreement:

and Franchisee acknowledges that there are no express or implied territorial rights or agreements between the parties except as stated in this Section.

4. **INDEMNIFICATION BY FRANCHISEE.** The following language is added to the end of Section 17.1 of the Franchise Agreement:

The Franchisee's indemnification obligation does not extend to liabilities caused by Franchisor's acts or omissions amounting to gross negligence, willful misconduct, strict liability, or fraud.

5. **NO RELIANCE.** Section 20.10.2 is hereby deleted from the Franchise Agreement.

6. **BUSINESS RISK.** Section 20.10.3 is hereby deleted from the Franchise Agreement.

7. **DISCLOSURE.** Section 20.10.4 is hereby deleted from the Franchise Agreement.

8. **ADDITIONAL.** The following language is deleted from Section 20.10.7 of the Franchise Agreement:

With the exception of claims related to representations contained in the franchise disclosure document for the Brand, Franchisee, on Franchisee's own behalf and on behalf of, as applicable, Franchisee's officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby release, remise, acquit and forever discharge Franchisor and Franchisor's Affiliates and Franchisor's and Affiliates' 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 Franchisor and Franchisee before the Effective Date of this Agreement. This release will survive the termination of this Agreement.

9. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE FRANCHISE AGREEMENT
FOR USE IN WISCONSIN

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA"**) with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ (**"Franchisee"**), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Franchise Agreement dated _____, 20____ (the **"Franchise Agreement"**). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Wisconsin and the Hotel that Franchisee will operate under the Franchise Agreement will be located in Wisconsin; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Wisconsin.

2. **WISCONSIN LAW.** If this Agreement is governed by the laws of the State of Wisconsin, then the provisions of the Wisconsin Fair Dealership Law, Wis. Stat. Chapter 135, will supersede any conflicting terms of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE RIDERS TO THE DEVELOPMENT AGREEMENT

RIDER TO THE DEVELOPMENT AGREEMENT
FOR USE IN HAWAII

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ (**"Developer"**), whose principal business address is _____.

1. **BACKGROUND**. ESA and Franchisee are parties to that certain Development Agreement dated _____, 20___ (the **"Development Agreement"**). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) the Developer is domiciled in Hawaii; (b) the Hotel(s) that Developer will operate and develop under the Development Agreement will be located in Hawaii; and/or (c) any of the offering or sales activity relating to the Development Agreement occurred in Hawaii.

2. **ACKNOWLEDGMENTS**. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Franchise Agreement.

ESA	**DEVELOPER**
ESH STRATEGIES FRANCHISE LLC	**(IF ENTITY):**
By:_____	_____
Name:_____	[Name]
Title:_____	
Date:_____	By:_____
	Name:_____
	Title:_____
	Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE ESH STRATEGIES FRANCHISE LLC
DEVELOPMENT AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("**ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Developer**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Developer are parties to that certain Development Agreement dated _____, 20___ (the **"Development Agreement"**) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Development Agreement occurred in Illinois and the Hotels that Developer will operate and develop under the Development Agreement will be located in Illinois, and/or (b) Developer is domiciled in Illinois.

2. **GOVERNING LAW**. Section 12.1 ("Governing Law") of the Development Agreement is deleted and replaced with the following:

Illinois law shall govern this Agreement.

3. **VENUE FOR LITIGATION**. The following sentence is added to the end of Section 12.2 ("Venue") of the Development Agreement:

> Section 4 of the Illinois Franchise Disclosure Act states that "Any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State."

4. **ILLINOIS FRANCHISE DISCLOSURE ACT**. The following language is added as Section 12.6 of the Development Agreement:

> 12.6 Illinois Franchise Disclosure Act. 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 the Act or any other law of Illinois is void.

5. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Development Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE ESH STRATEGIES FRANCHISE LLC
DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("**ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Developer**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Developer are parties to that certain Development Agreement dated _____, 20___ (the **"Development Agreement"**) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is domiciled in Maryland, and/or (b) the Hotels that Developer will operate and develop under the Development Agreement will be located in Maryland.

2. **VENUE FOR LITIGATION**. The following language is added to the end of Section 12.2 ("Venue") of the Development Agreement:

> Developer may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY**. The following sentence is added to the end of Section 7.1.1 of the Development Agreement:

> Section 7.1.1 may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **GOVERNING LAW**. The following sentence is added to the end of Section 12.1 ("Governing Law") of the Development Agreement:

> Notwithstanding the foregoing, the Maryland Franchise Registration and Disclosure Law shall govern any claim arising under that law.

5. **LIMITATION OF CLAIMS**. The following language is added as Section 12.6 of the Development Agreement:

> Developer must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after ESA grants Developer the franchise.

6. **ACKNOWLEDGMENTS**. The following language is added as Section 12.7 of the Development Agreement:

> 12.7 All representations requiring Developer to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

7. **DISCLOSURE.** Section 13.9.1 is hereby deleted from the Development Agreement.

8. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Development Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE ESH STRATEGIES FRANCHISE LLC
DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("**ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Developer**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Developer are parties to that certain Development Agreement dated _____, 20___ (the **"Development Agreement"**) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) the Hotels that Developer will operate and develop under the Development Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in Minnesota.

2. **GOVERNING LAW**. The following statement is added at the end of Section 12.1 of the Development Agreement:

> NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF DEVELOPER'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR DEVELOPER'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

3. **VENUE FOR LITIGATION**. The following language is added to the end of Section 12.2 of the Development Agreement:

> NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT ESA, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE OF MINNESOTA. NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF DEVELOPER'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80.C OR DEVELOPER'S RIGHTS TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

4. **MUTUAL WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES**. If and then only to the extent required by the Minnesota Franchises Law, Sections 12.4 and 12.5 of the Development Agreement are deleted.

5. **LIMITATION OF CLAIMS**. The following language is added as Section 12.6 of the Development Agreement:

> 12.6 Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

6. **RELEASE OF CLAIMS**. The following language is added as Section 12.7 of the Development Agreement:

12.7 Developer will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 - 80C.22.

7. **INJUNCTIVE RELIEF**. Section 12.3 of the Development Agreement is deleted and replaced with the following:

> Nothing in this Agreement bars ESA's right to obtain specific performance of the provisions of this Agreement and seek injunctive relief against conduct that threatens to injure or harm ESA, the Marks or the System, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Developer agrees that ESA may seek such injunctive relief. Developer agrees that its only remedy if an injunction is entered against Developer will be the dissolution of that injunction, if warranted, upon due hearing, and Developer hereby expressly waives any claim for damages caused by such injunction. A court will determine if a bond is required.

8. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Development Agreement

ESA	**FRANCHISEE**
ESH STRATEGIES FRANCHISE LLC	**(IF ENTITY):**
By:_____	_____
Name:_____	[Name]
Title:_____	
Date:_____	By:_____
	Name:_____
	Title:_____
	Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE
ESH STRATEGIES FRANCHISE LLC
DEVELOPMENT AGREEMENT FOR USE IN THE
STATE OF NEW YORK

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("**ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Developer**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Developer are parties to that certain Development Agreement dated _____, 20___ (the **"Development Agreement"**) that has been signed concurrently with this Rider. This Rider is being signed because (a) Developer is domiciled in the State of New York and the Hotels that Developer will operate and develop under the Development Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in New York.

2. **ESA'S RIGHTS TO TRANSFER**. The following language is added to the end of Section 9.1 of the Development Agreement:

> However, to the extent required by applicable law, no transfer will be made except to an assignee that, in ESA's good faith judgment, is willing and able to assume ESA's obligations under this Agreement.

3. **TERMINATION OF AGREEMENT - BY DEVELOPER**. The following language is added as Section 7.6 of the Development Agreement:

> Developer also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

4. **INJUNCTIVE RELIEF**. The following sentence is added to the end of Section 12.3:

> ESA's right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

5. **GOVERNING LAW.** The following is added to the end of Section 12.1 ("Governing Law") of the Development Agreement:

> This section shall not be considered a waiver of any right conferred upon Developer by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

6. **VENUE FOR LITIGATION**. The following statement is added at the end of Section 12.2 ("Venue") of the Development Agreement:

> This section shall not be considered a waiver of any right conferred upon Developer by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Development Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE ESH STRATEGIES FRANCHISE LLC
DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("**ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Developer**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Developer are parties to that certain Development Agreement dated _____, 20___ (the **"Development Agreement"**) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is a resident of North Dakota and the Hotels that Developer will operate and develop under the Development Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in North Dakota.

2. **GOVERNING LAW**. Section 12.1 of the Development Agreement is deleted and replaced with the following:

EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER UNITED STATES FEDERAL LAW, AND EXCEPT AS OTHERWISE REQUIRED BY NORTH DAKOTA LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN ESA AND DEVELOPER WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

3. **VENUE FOR LITIGATION**. The following is added to the end of Section 12.2 of the Development Agreement:

NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, AND SUBJECT TO DEVELOPER'S ARBITRATION OBLIGATIONS, DEVELOPER MAY BRING AN ACTION IN NORTH DAKOTA FOR CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

4. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. To the extent required by the North Dakota Franchise Investment Law, Sections 12.4 and 12.5 of the Development Agreement are deleted.

5. **ATTORNEYS' FEES**. The following language is added to the end of Section 7.4 of the Development Agreement:

Notwithstanding the foregoing, the State of North Dakota has determined that requiring Franchisee to pay all costs and expenses incurred by the Franchisor in enforcing the

agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

6. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Development Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE ESH STRATEGIES FRANCHISE LLC
DEVELOPMENT AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("**ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Developer**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Developer are parties to that certain Development Agreement dated _____, 20____ (the **"Development Agreement"**) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is domiciled in Rhode Island and the Hotels that Developer will operate and develop under the Development Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in Rhode Island.

2. **TERMINATION.** The following paragraph is added to the end of Sections 7.1 and 7.2:

Section 6-50-4 of the Rhode Island Fair Dealership Law includes the requirement that, in certain circumstances, a franchisee receive 90 days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, non-renewal or substantial change in competitive circumstances and shall provide that the franchisee has 60 days in which to rectify any claimed deficiency and shall supersede the requirements of the Franchise Agreement to the extent they may be inconsistent with the Law's requirements. If the deficiency is rectified within 60 days the notice shall be void. The above-notice provisions shall not apply if the reason for termination, cancellation or nonrenewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation, nonrenewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, Franchisee shall be entitled to written notice of such default, and shall have 10 days in which to remedy such default from the date of delivery or posting of such notice.

3. **GOVERNING LAW / VENUE FOR LITIGATION**. The following language is added to the end of Sections 12.1 and 12.2 of the Development Agreement:

SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT 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." TO THE EXTENT REQUIRED BY APPLICABLE LAW, RHODE ISLAND LAW WILL APPLY TO CLAIMS ARISING UNDER THE RHODE ISLAND FRANCHISE INVESTMENT ACT.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Development Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE ESH STRATEGIES FRANCHISE LLC
DEVELOPMENT AGREEMENT AND RELATED AGREEMENTS
FOR USE IN WASHINGTON

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company ("**ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Developer**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Developer are parties to that certain Development Agreement dated _____, 20____ (the **"Development Agreement"**) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is domiciled in Washington; and/or (b) the Hotels that Developer will operate and develop under the Development Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Development Agreement occurred in Washington.

2. **WASHINGTON LAW**. The following paragraphs are added to the end of the Development Agreement and any related agreements:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those 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.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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.

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.

3. **INDEMNIFICATION**. The following language is added to the end of Section 10 of the Development Agreement:

The Franchisee's indemnification obligation does not extend to liabilities caused by Franchisor's acts or omissions amounting to gross negligence, willful misconduct, strict liability, or fraud.

4. **DISCLOSURE**. Section 13.9.1 is hereby deleted from the Development Agreement:

5. **ADDITIONAL**. The following language is deleted from Section 13.13 of the Development Agreement:

With the exception of claims related to representations contained in the franchise disclosure document for the Brand, Franchisee, on Franchisee's own behalf and on behalf of, as applicable, Franchisee's officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby release, remise, acquit and forever discharge Franchisor and Franchisor's Affiliates and Franchisor's and Affiliates' 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 Franchisor and Franchisee before the Effective Date of this Agreement. This release will survive the termination of this Agreement.

6. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by ESA, franchise seller, or other person acting on behalf of ESA. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Development Agreement

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

RIDER TO THE DEVELOPMENT AGREEMENT
FOR USE IN WISCONSIN

THIS RIDER (the "**Rider**") is made and entered into by and between **ESH STRATEGIES FRANCHISE LLC**, a Delaware limited liability company (**"ESA**") with its principal business address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277, and _____ a _____ ("**Developer**"), whose principal business address is _____.

1. **BACKGROUND**. ESA and Developer are parties to that certain Development Agreement dated _____, 20____ (the **"Development Agreement"**). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is domiciled in Wisconsin and the Hotels that Developer will operate/develop under the Development Agreement will be located in Wisconsin; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in Wisconsin.

2. **WISCONSIN LAW**. If this Agreement is governed by the laws of the State of Wisconsin, then the provisions of the Wisconsin Fair Dealership Law, Wis. Stat. Chapter 135, will supersede any conflicting terms of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Rider as of the date of the Development Agreement.

ESA

ESH STRATEGIES FRANCHISE LLC

By:_____
Name:_____
Title:_____

Date:_____

DEVELOPER

(IF ENTITY):

_____
[Name]

By:_____
Name:_____
Title:_____

Date:_____

(IF INDIVIDUALS):

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

Date:_____

EXHIBIT J

FRANCHISEE GUARANTY

FRANCHISEE GUARANTY

In consideration of and as an inducement to **ESH Strategies Franchise LLC** a Delaware limited liability company ("**Franchisor**") to enter into that certain Franchise Agreement dated as of _____, 20___ (the "**Franchise Agreement**"), between Franchisor and _____, a(n) _____ ("**Franchisee**"), the undersigned individuals (each, a "**Guarantor**") jointly and severally, personally and unconditionally, do hereby: (a) guarantee to Franchisor, and its successor and assigns, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant in (1) the Franchise Agreement and (2) any ancillary agreement executed by Franchisee and Franchisor or an affiliate (or executed by Franchisee in favor of Franchisor or an affiliate) in connection with the Franchise Agreement, including but not limited to any agreement for the purchase of goods or services from Franchisor or any affiliate and any promissory note related to payments made to Franchisor or any affiliate (collectively, the "**Agreements**"); and (b) agree to be personally bound by, and personally liable for, each and every provision in the Agreements, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities including, without limitation, the requirements pertaining to confidentiality, transfers, and dispute resolution.

Each Guarantor waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; and (4) any right the Guarantor may have to require that an action be brought against Franchisee or any other person as a condition of liability. Each Guarantor consents and agrees that: (1) such Guarantor's direct and immediate liability under this guaranty shall be joint and several; (2) such Guarantor shall render any payment or performance required under the Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of each of the Agreements and following the termination, expiration or transfer of each of the Agreements to the extent any obligations under any such Agreements survive such termination, expiration or transfer.

Franchisor may require that the spouses of one or more Guarantors execute this guaranty. Each Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate or Franchisor has waived in writing any requirement that such spouse execute this guaranty.

Each Guarantor consents and agrees that:

(a) Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other owners and any other Guarantors of Franchisee;

(b) Guarantor shall render any payment or performance required under any of the Agreements upon demand if Franchisee fails or refuses punctually to do so;

(c) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Agreements by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render

performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(d) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed;

(e) This Guaranty shall be governed by and construed in accordance with the laws of the State of North Carolina; and

(f) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

Each Guarantor signs and delivers this Guaranty effective as of the date of the Franchise Agreement regardless of the actual date of signature.

GUARANTORS

Sign:_____
Print:_____

Sign:_____
Print:_____

Sign:_____
Print:_____

EXHIBIT K

FORM OF GENERAL RELEASE

GENERAL RELEASE

THIS GENERAL RELEASE ("**Release Agreement**") is effective as of the [DAY[day of [MONTH], [YEAR] ("**Effective Date**") by and among ESH Strategies Franchise LLC., a Delaware limited liability company ("**Franchisor**"), [FRANCHISEE]. a [JURISDICTION] [ENTITY TYPE] ("**Franchisee**"), [GUARANTOR] ("**Guarantor**" and together with Franchisee, jointly and severally, "**Releasor**").

RECITALS

A. Franchisor and Franchisee are parties to that certain [FRANCHISE AGREEMENT/DEVELOPMENT AGREEMENT], dated [DATE] (the "**Franchise Documents**");

B. Franchisee desires to [AMEND/ASSIGN] the Franchise Documents; and

C. This Release Agreement has been requested at a juncture in the relationship of the parties where the Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. The Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding grievances or Claims against it. Releasor, therefore, gives this Release Agreement as consideration for receiving the agreement of the Franchisor to an anticipated change or expansion of the relationship between the parties. Releasor acknowledges that this Release Agreement is intended to wipe the slate clean.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Releasor and Franchisor hereby agree as follows:

1. Definitions. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

"**Claims**" means all actual and alleged claims, demands, Losses, charges, covenants, responsibilities, warranties, obligations, oral and written agreements, debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, which in any way relate to or arise from or in connection with the Franchise Documents.

"**Franchisor Released Parties**" means Franchisor and each of its Constituents.

"**Constituents**" means past, present and future affiliates, parents, subsidiaries, divisions, partners, owners, shareholders, members, trustees, receivers, executors, representatives, administrators, and the respective officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of them.

"**Excluded Matters**" means Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Franchise Documents on and after the date of this Release Agreement; and

"**Losses**" means all damages, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, including interest, costs and expenses of investigating and prosecuting any Claim, reference proceeding, lawsuit, arbitration or any appeal; all associated actual attorneys' fees, whether or not the Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid to compromise or settle of any Claim, reference proceeding, lawsuit or arbitration.

General Release. Releasor for itself and its Constituents, hereby releases and forever discharges the Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, except for the Excluded Matters and the obligations under this Release Agreement.

Waiver of California Civil Code Section 1542.

a) Releasor, for itself and its Constituents, acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads as follows:

b) A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

c) With respect to those Claims being released pursuant to Section 2, Releasor, for itself and its Constituents, acknowledges that it is releasing unknown claims and waives all rights it has or may have under California Civil Code Section 1542 or any similar state or local statute or ordinance under applicable law or other common law principle of similar effect. For purposes of this Section 3, Releasor shall be considered to be a creditor of the Franchisor Released Parties, and each of them.

d) Releasor acknowledges that this general release extends to claims which Releasor does not know or suspect to exist in favor of Releasor at the time of executing this Release Agreement, which if known by Releasor may have materially affected its decision to enter into this Release Agreement. It is understood by Releasor that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. Releasor therefore, expressly assumes the risk of the facts turning out to be so different and agrees that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

4. Representations and Warranties. Releasor represents and warrants to Franchisor that, in entering into this Release Agreement, it (i) is doing so freely and voluntarily upon the advice of counsel and business advisor of its own choosing (or declined to do so, free from coercion, duress or fraud); (ii) has read and fully understands the terms and scope of this Release Agreement; (iii) realizes that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Release Agreement, that it is aware of no third party who contends or claims otherwise, and that it shall not purport to assign, transfer, or convey any such claim in the future.

5. Covenants Not to Sue. Releasor irrevocably covenants to refrain and cause each of its Constituents to refrain from asserting any Claim, or commencing, initiating or causing to be commenced, any proceeding of any kind against any Franchisor Released Party, based upon any matter purported to be released pursuant to this Release Agreement.

6. Indemnity. Without in any way limiting any of the rights and remedies otherwise available to any Franchisor Released Party, Releasor shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third party Claims, arising directly or indirectly from or in connection with (i) the assertion by or on behalf of Releasor or its Constituents of any Claim or other matter purported to be released pursuant to this Release Agreement, (ii) the assertion by any third party of any Claim against any Franchisor Released Party which Claim arises from, or in connection with, any Claim or other matter purported to be released pursuant to this Release Agreement; and (iii) any breach of representations, warranties or covenants by Releasor.

7. Miscellaneous.

a) This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties hereto.

b) This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement. This Release Agreement supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. No representations, warranties, agreements or covenants have been made with respect to this Release Agreement, and in executing this Release Agreement, none of the parties is relying upon any representation, warranty, agreement or covenant not set forth in this Release Agreement.

c) This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

d) This Release Agreement shall be binding upon and inure to the benefit of the parties to this Release Agreement and their respective successors and permitted assigns.

e) All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Release Agreement may require. Neither this Release Agreement nor any uncertainty or ambiguity in this Release Agreement shall be construed or resolved against the drafter, whether under any rule of construction or otherwise. On the contrary, this Release Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties. If any provision of this Release Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

f) Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

g) Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Release Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

h) This Release Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

This release shall not apply with respect to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Release Agreement as of the Effective Date.

FRANCHISOR:	**FRANCHISEE**:
ESH STRATEGIES FRANCHISE LLC	[FRANCHISE NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT L

FORM OF ASSET PURCHASE AGREEMENT

AGREEMENT OF PURCHASE AND SALE

Between

[ESA P Portfolio L.L.C., ESH/TN Properties L.L.C., ESA PA Properties, LLC],
SELLER

and

[BUYER],
BUYER

Dated as of [Date]

[HOTEL NAME]
[ADDRESS]
[CITY], [STATE]

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AGREEMENT OF PURCHASE AND SALE

This AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made as of [Date] (the "Effective Date") by and between **[ESA P Portfolio L.L.C., ESH/TN Properties L.L.C., ESA PA Properties, LLC],** a Delaware limited liability company ("Seller"), and **[BUYER],** a(n) [Buyer's State of Organization] [Buyer's Entity Type] ("Buyer").

BACKGROUND

A. Seller is the owner of a parcel of land located in [CITY], [STATE], as more particularly described on Schedule A (the "Land"). Seller also owns hotel facilities and other Improvements (as defined below) on the Land with the common address and name as set forth on Schedule A-1. Seller's interest in the Land, together with Seller's interest in the hotel facility and other Improvements located thereon, is referred to as the "Hotel". The Hotel and the Asset Related Property (as defined below) shall be referred to, collectively, as the "Assets".

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Assets on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. The capitalized terms used herein will have the following meanings.

["Access Agreement" means that certain Access and Confidentiality Agreement, dated as of _____ __, 20__, between Seller and Buyer with respect to the Hotel.]

"Accounts Receivable" shall mean all amounts which Seller (or Manager or any other agent or representative of Seller, on behalf of Seller) is entitled to receive from the operation of the Hotel, but are not paid as of the Closing (including, without limitation, charges for the use or occupancy of any guest, conference, meeting or banquet rooms or other facilities at the Hotel, or any other goods or services provided by or on behalf of Seller at the Hotel, but expressly excluding any credit card charges and checks which Seller has submitted for payment as of the Closing).

"Additional Deposit" shall have the meaning assigned thereto in Section 2.3(a).

"Affiliate" shall mean any Person (as defined below) that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another Person. The term "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of

voting securities, by contract or otherwise, and shall in any event include the ownership or power to vote fifty percent (50%) or more of the outstanding equity or voting interests, respectively, of such other Person.

"Agreement" shall mean this Agreement of Purchase and Sale, together with the exhibits and schedules attached hereto, as the same may be amended, restated, supplemented or otherwise modified.

"Anti-Money Laundering and Anti-Terrorism Laws" shall have the meaning assigned thereto in Section 3.1(f)(i).

"Applicable Law" shall mean all statutes, laws, common law, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, board of fire underwriters and similar quasi-governmental agencies or entities, and any judgment, injunction, order, directive, decree or other judicial or regulatory requirement of any Governmental Authority of competent jurisdiction affecting or relating to the Person or property in question.

"Asset File" shall mean the materials with respect to the Assets (i) previously delivered to Buyer or its representatives by or on behalf of Seller, whether written or orally, (ii) made available to Buyer or its representatives at the Hotel or at the offices of Broker, in each case, whether written or orally, (iii) made available to Buyer or its representatives in the data room web site created by Seller, Broker, Affiliate, or any agent or representative of Seller on behalf of Seller, or (iv) from any of Buyer's reports, inspections, surveys and/or studies.

"Asset-Related Property" shall have the meaning assigned thereto in Section 2.1(b).

"Assets" shall have the meaning assigned thereto in "Background" paragraph A.

"Assignment of Contracts and Leases" shall have the meaning assigned thereto in Section 6.1(b).

"Assignment of Licenses and Permits" shall have the meaning assigned thereto in Section 6.1(b).

"Basket Limitation" shall mean an amount equal one half of one percent (0.5%) of the Purchase Price.

"Bill of Sale" shall have the meaning assigned thereto in Section 6.2(b).

"Blocking Event" shall mean an event, development, condition or state of facts that results in: (a) Federal Express and the United Parcel Service from being able to pick up packages from, or deliver packages to, Buyer, Seller, Escrow Agent or the applicable legal counsel of any of the foregoing, (b) the inability of the Escrow Agent or Title Company to perform its duties as contemplated herein[; provided that it shall not be a Blocking Event if a replacement escrow agent within the same national title insurance company agrees to act as escrow agent pursuant to the terms of this Agreement at no additional cost or liability to either party], (c) the local recording office being unable to record documents and the Title Company being unwilling or unable to

provide GAP coverage on terms reasonably acceptable to Seller, or (d) a reputable regional or national bank not having the ability to send federal wire transfers.

"Blocking Event Cure" shall mean with respect to any Blocking Event (i) described in clause (a) of the definition thereof, the resumption of pick-up and overnight deliveries by such nationally recognized overnight courier, (ii) described in clause (b) of the definition thereof, the ability of the Escrow Agent and Title Company to perform its duties as contemplated herein have resumed, (iii) described in clause (c) of the definition thereof, the ability of such local recording office to record documents has resumed or the Title Company is willing and able to provide GAP coverage on terms reasonably acceptable to Seller, or (iv) described in clause (d) of the definition thereof, the ability of federal wires to be sent and processed has recommenced by such bank.

"Bookings" shall have the meaning assigned thereto in Section 2.1(b)(vii).

"Broker" shall mean [_____].

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks are authorized or required by law to be closed in New York, New York.

"Buyer" shall have the meaning assigned thereto in the Preamble to this Agreement.

"Buyer-Related Entities" shall have the meaning assigned thereto in Section 11.1.

"Buyer Waived Breach" shall have the meaning assigned thereto in Section 11.3.

"Buyer's Knowledge" shall mean, collectively, (i) the actual knowledge of Buyer based upon the actual knowledge of **[**Buyer's Knowledge Individual**] ("**Buyer's Knowledge Party"), without any duty on the part of such Person to conduct any independent investigation or make any inquiry of any Person, (ii) the matters disclosed in this Agreement or listed on the schedules attached hereto, (iii) any and all information contained in the Asset File, (iv) information regarding the Assets that is publicly available, and (v) information from any of Buyer's reports, inspections, surveys and/or studies. The named individuals shall have no personal liability by virtue of their inclusion in this definition.

"Buyer's Vendors" shall have the meaning assigned thereto in Section 7.1(a).

"Cap Limitation" shall mean an amount equal to one percent (1%) of the Purchase Price.

"Claims" shall have the meaning assigned thereto in Section 7.3.

"Closing" shall have the meaning assigned thereto in Section 2.4(a).

"Closing Date" shall have the meaning assigned thereto in Section 2.4(a).

"Closing Documents" shall mean any certificate, assignment, instrument or other document executed by Buyer and/or Seller (as applicable) and delivered by Buyer and/or Seller (as applicable) at Closing in accordance with Article VI of this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any successor statute. Any reference herein to a particular provision of the Code shall mean, where appropriate, the corresponding provision in any successor statute.

"Condition of the Assets" shall have the meaning assigned thereto in Section 7.2(b).

"Cut-Off Time" shall have the meaning assigned thereto in Section 10.1.

"Deed" shall have the meaning assigned thereto in Section 6.2(a).

"Deposit" shall have the meaning assigned thereto in Section 2.3(a).

"Due Diligence Period" shall have the meaning assigned thereto in Section 7.1(a).

"Effective Date" shall have the meaning assigned thereto in the preamble to this Agreement.

"Employees" shall mean, at the time in question, all employees who are employed by Manager (whether on a full-time or part-time basis) at the Hotel.

"Environmental Laws" shall have the meaning assigned thereto in Section 3.2(f).

"Equipment Leases" shall have the meaning assigned thereto in Section 2.1(b)(vi).

"Escrow Account" shall have the meaning assigned thereto in Section 14.5(a).

"Escrow Agent" shall mean _____, as such Escrow Agent may be replaced pursuant to the definition of Blocking Event set forth herein.

"Excluded Property" shall have the meaning assigned thereto in Section 2.1(c).

"Executive Order" shall have the meaning assigned thereto in Section 3.1(f)(i).

"Existing Survey" shall mean those certain surveys described on Schedule A-2 attached hereto.

"FF&E" shall have the meaning assigned thereto in Section 2.1(b)(ii).

"Franchise Approval" shall have the meaning assigned thereto in Section 4.5(b).

"Franchisor" shall mean ESH Strategies Franchise, LLC.

"Franchise Terms" shall have the meaning assigned thereto in Section 4.5(e).

"Governmental Authority" shall mean any federal, state or local government or other political subdivision thereof, including, without limitation, any agency or entity exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or property in question.

"Government List" shall have the meaning assigned thereto in Section 14.25.

"Guest Ledger" shall mean any and all charges accrued to the open accounts of any guests or customers at the Hotel as of the Cut-Off Time for the use and occupancy of any guest, conference, meeting or banquet rooms or other facilities at the Hotel, any restaurant, bar or banquet services, or any other goods or services provided by or on behalf of Seller.

"Hazardous Materials" shall have the meaning assigned thereto in Section 7.2(b)(i).

"Hotel" shall have the meaning assigned thereto in "Background" paragraph A.

"Improvements" shall mean, to the extent the same constitute real property under Applicable Law, the buildings, structures, fixtures and other improvements on the Land, including, without limitation, any and all hotel rooms, meeting facilities, conference rooms, parking facilities, restaurants, spa and pool facilities and other recreational amenities.

"Independent Consideration" shall have the meaning assigned thereto in Section 2.3(b).

"Initial Deposit" shall have the meaning assigned thereto in Section 2.3.

"Intangible Property" shall have the meaning assigned thereto in Section 2.1.

"Inventories" shall have the meaning assigned thereto in Section 2.1(b)(ix).

"IRS" shall mean the Internal Revenue Service.

"IRS Reporting Requirements" shall have the meaning assigned thereto in Section 14.4(c).

"Key Performance Date" shall mean, (x) with respect to clause (a) of the definition of "Blocking Event", the Closing Date or the Business Day prior to the Closing Date, and (y) with respect to all other clauses of the definition of "Blocking Events", the Closing Date.

"Land" shall have the meaning assigned thereto in "Background" paragraph A.

"Leases" shall mean collectively, all Equipment Leases and all Space Leases.

"Licenses and Permits" shall have the meaning assigned thereto in Section 2.1(b)(iii).

"Losses" shall have the meaning assigned thereto in Section 11.1.

"Management Agreement" shall mean that certain management agreement listed on Schedule A-3 attached hereto.

"Manager" shall mean ESA Management LLC, a Delaware limited liability company.

"Material Casualty" shall have the meaning assigned thereto in Section 9.2(b).

"Material Condemnation" shall have the meaning assigned thereto in Section 9.2(b).

"National Service Contracts" shall mean any contract to which Manager, Seller or its Affiliate is a party that provides for services to the Assets and to other assets and properties of Manager, Seller or its Affiliates.

"New Franchise Agreement" shall have the meaning assigned thereto in Section 4.5(b).

"New Survey" shall have the meaning assigned thereto in Section 8.2(a).

"Operating Contracts" shall mean all maintenance, service and supply contracts, and all other contracts and agreements in connection with the operation of the Hotel, in each case to which Seller or Manager, as agent for the Seller, is a party, other than contracts that pertain to the operation of the Hotel and also pertain to the operation of another property, , National Service Contracts, the Equipment Leases, the Space Leases, and the Licenses and Permits; provided, however, the Management Agreement and Operating Lease shall not be deemed Operating Contracts.

"Operating Lease" shall mean the operating lease between Seller and Operating Lessee.

"Operating Lessee" shall mean ESA P Portfolio Operating Lessee LLC, a Delaware limited liability company. [If Site # starts with 8, Operating Lessee needs to be updated to one of the "Tiger" entities. See property list on the system to confirm correct entity.]

"Permitted Exceptions" shall mean (i) the matters set forth in the Title Commitment and on the Existing Survey (other than those matters that have been timely objected to by Buyer pursuant to a Title Report Objection Notice issued pursuant to Section 8.2(a) and which (A) Seller agrees to cure, or (B) will be removed by the Title Company pursuant to Seller's delivery of a customary owner's affidavit as agreed to by Seller and the Title Company, unless such matters are deemed to be Permitted Exceptions pursuant to Section 8.2(a)), (ii) the Equipment Leases, the Space Leases, the Licenses and Permits, and the Operating Contracts, (iii) liens for real estate taxes and assessments which are not yet delinquent, (iv) standard exceptions and provisions contained in the form of ALTA owner's title insurance policy (2006), (v) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts which a current survey of the Land would disclose or which are disclosed by the public records as of the date of the Title Commitment (without regard to any update of the Title Commitment after the Effective Date), (vi) zoning, entitlement and other land use and environmental regulations promulgated by any Governmental Authority, (vii) liens and encumbrances arising in connection with Manager's operation of the Hotel in the ordinary course of business pursuant to the Management Agreement, (viii) inchoate rights of materialmen, mechanics, carriers, workmen, warehousemen and repairmen relating to the provision of work, services and materials at the Hotel in the ordinary course of business, (ix) subject to the adjustments provided for herein, any service, installation, connection or maintenance charge, and charges for sewer, water, electricity, telephone, cable television, or gas due after the Cut-Off Time, (x) any title exception which (a) is waived by Buyer pursuant to Section 8.3(b), (b) cannot be objected to by Buyer pursuant to Section 8.2(a) or (c) is created in accordance with the provisions of this Agreement, (xi) rights of tenants as tenants only, under the Leases, (xii) rights of vendors and holders of security interests on personal property installed at the Hotel by tenants and rights of tenants to remove fixtures at the expiration of the term of the Lease of such tenant, (xiii) any title exception created pursuant to a Lease by a tenant or pursuant

to a Lease or otherwise that is to be discharged by or is otherwise the responsibility of a tenant or occupant of the Hotel, including, without limitation, any construction or mechanics liens arising by or through the tenants affecting the Hotel, notices of commencement or similar filings filed in connection with tenant improvements, capital expenditures or landlord work, (xiv) such other exceptions as the Title Company shall commit to insure over without any additional cost or liability to Buyer, whether such insurance is made available in consideration of payment, bonding, indemnity of Seller or otherwise, or made pursuant to an endorsement to the Title Policy, and (xv) any liens or encumbrances resulting from the acts of Buyer or Buyer's vendors, or otherwise approved in writing by Buyer.

"Person" shall mean a natural person, partnership, limited partnership, limited liability company, corporation, trust, estate, association, unincorporated association or other entity.

"Post Effective Date Monetary Encumbrance" shall have the meaning assigned thereto in Section 8.3(c).

"Property and Equipment" shall have the meaning assigned thereto in Section 2.1(b)(viii).

"Purchase Price" shall have the meaning assigned thereto in Section 2.2(a).

"Reconciliation Date" shall have the meaning assigned thereto in Section 10.3.

"Releasees" shall have the meaning assigned thereto in Section 7.3.

"Reporting Person" shall have the meaning assigned thereto in Section 14.4(c).

"Retail Merchandise" shall have the meaning assigned thereto in Section 2.1(b)(x).

"Seller" shall have the meaning assigned thereto in the Preamble to this Agreement.

"Seller Encumbrances" shall have the meaning assigned thereto in Section 8.3(a).

"Seller-Related Entities" shall have the meaning assigned thereto in Section 11.2.

"Seller's Knowledge" shall mean the actual knowledge of Seller based upon the actual knowledge of Judi Bikulege, the Senior Managing Director of Real Estate, with respect to the Assets, without any duty on the part of such Person to conduct any independent investigation or make any inquiry of any Person. The named individual shall have no personal liability by virtue of his inclusion in this definition.

"Space Leases" shall have the meaning assigned thereto in Section 3.2(c).

"Termination Notice" shall have the meaning assigned thereto in Section 7.1(a).

"Title Commitment" shall mean that certain title report for the Hotel issued by Title Company, described on Schedule A-2 attached hereto.

"Title Company" shall mean _____.

"Title Policy" shall mean an ALTA owner's title insurance policy without endorsements issued by Title Company insuring Buyer's title to the Land and Improvements, subject only to the Permitted Exceptions, in a total amount equal to the Purchase Price.

"Title Report Objection Date" shall have the meaning assigned thereto in Section 8.2(a).

"Title Report Objection Notice" shall have the meaning assigned thereto in Section 8.2(a).

"Trade Payables" shall have the meaning assigned thereto in Section 10.1(k).

"Transferred Employee" shall have the meaning assigned thereto in Section 4.3(b).

"Uniform System of Accounts" shall have the meaning assigned thereto in Section 2.1(b)(viii).

"WARN Act" shall mean the Worker's Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101, et seq., and any similar state and local Applicable Law, as amended from time to time, and any regulations, rules and guidance issued pursuant thereto.

ARTICLE II

SALE, PURCHASE PRICE AND CLOSING

SECTION 2.1. Sale of the Assets.

(a) Sale on Closing Date. On the Closing Date and pursuant to the terms and subject to the conditions set forth in this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Assets.

(b) Sale of Asset Related Property. The transfer of the Assets to Buyer shall include the transfer of all Asset-Related Property. For purposes of this Agreement, subject to Section 2.1(c), "Asset-Related Property" shall mean all of Seller's right, title and interest in and to the following:

(i) all easements or licenses benefitting the Land; all streets alleys and rights of way, open or proposed in front of or adjoining or servicing all or any part of the Land; all strips and gores in front of or adjoining all or any part of the Land; easements, tenements and hereditaments appurtenant to the Land or used in connection with the beneficial use and enjoyment of the Land or the Improvements included in the Assets or in any way appertaining to the Land or Improvements;

(ii) all furniture, furnishings, fixtures, rugs, mats, carpeting, appliances, devices, engines, telephone and other communications equipment, televisions and other video equipment, plumbing fixtures and other equipment, and all other equipment and other items of tangible personal property which are now, or may hereafter prior to the Closing Date be, placed in or attached to the Hotel and are used exclusively in connection with the operation of the Hotel (but not including items which are leased by Seller or owned or leased by the Manager) (the "FF&E");

(iii) to the extent they may be transferred under Applicable Law without consent: (A) all development rights, air rights, wind rights, riparian rights, and water stock relating to the Land; (B) all other rights, benefits, licenses, interests, privileges, permits and authorizations benefiting the Land; and (C) all licenses, permits and authorizations presently issued to and held by Seller in connection with the operation of all or any part of the Hotel as it is presently being operated (the "Licenses and Permits");

(iv) to the extent assignable without consent, all warranties, if any, issued to Seller by any manufacturer or contractor in connection with construction or installation of equipment or any component of the improvements included as part of the Hotel;

(v) all Operating Contracts; provided, however, if any such Operating Contract requires consent of the vendor party (or other counterparty), Buyer shall use commercially reasonable good faith efforts to obtain such consent as of the Closing (in any event, Buyer shall assume all Operating Contracts, even if any such consent has not been obtained, and indemnify the Seller for any Losses arising out of , or in any way related to, Buyer's failure to obtain such consent as of the Closing);

(vi) all leases and purchase money security agreements (in each case, to which Seller is a party) for any equipment, machinery, vehicles, furniture or other personal property located at the Hotel and used exclusively in the operation of the Hotel (the "Equipment Leases"), together with all deposits made thereunder; provided, however, if such Equipment Leases require consent of the vendor party (or other counterparty), Buyer shall use commercially reasonable good faith efforts to obtain such consent as of Closing (in any event, Buyer shall assume all Equipment Leases and provide replacement guarantees, if applicable, to the applicable vendor party in the event Seller or any Affiliate thereof has theretofore executed a guarantee in connection therewith, even if such consent has not been obtained);

(vii) all bookings and reservations for guest, conference, meeting and banquet rooms or other facilities at the Hotel for dates from and after the Closing Date (the "Bookings"), together with all deposits held by Seller with respect thereto;

(viii) all items included within the definition of "Property and Equipment" under the Uniform System of Accounts for the Lodging Industry, Eleventh Revised Edition, as published by the Hotel Association of New York City, Inc. (the "Uniform System of Accounts") and used exclusively in the operation of the Hotel (including, without limitation, linen, china, glassware, tableware, uniforms and similar items, subject to such depletion prior to the Closing Date as shall occur in the ordinary course of business) (the "Property and Equipment");

(ix) all "Inventories" as defined in the Uniform System of Accounts and used exclusively in the operation of the Hotel, such as provisions in storerooms, refrigerators, pantries, and kitchens, other merchandise intended for sale or resale, fuel, mechanical supplies, stationery, guest supplies, maintenance and housekeeping supplies and other expensed supplies and similar items which are located at the Hotel, or ordered for future use at the Hotel as of the Closing (the "Inventories");

(x) all merchandise located at the Hotel and held for sale to guests and customers of the Hotel, or ordered for future sale at the Hotel as of the Cut-Off Time, but not including any such merchandise owned by any tenant at (or other licensee or occupant of) the Hotel or by the Manager ("Retail Merchandise"); and

(xi) to the extent in Seller's possession or control, all surveys, architectural, engineering blueprints, and plans and specifications, if any, related to the Hotel, all current books and records, if any, related exclusively to the Hotel, and any goodwill of Seller related exclusively to the Hotel; provided, however, that Seller may retain a copy of all books and records.

(c) Excluded Property. Notwithstanding anything to the contrary in Sections 2.1(a) and (b), the property, assets, rights and interests set forth in this Section 2.1(c) are expressly excluded from the Assets (collectively, the "Excluded Property"), all of which will be retained by Seller:

(i) all cash on hand or on deposit in any house bank, operating account or other account maintained in connection with the ownership of the Hotel (including, without limitation, any capital, FF&E or other reserves maintained by Seller, Operating Lessee or Manager pursuant to the Management Agreement, the Operating Lease or otherwise (subject to Section 10.1(l)));

(ii) any fixtures, personal property or equipment owned by (A) the lessor under any Equipment Leases or any Space Leases, (B) the supplier, vendor, licensor or other party under any other Operating Contracts or Licenses and Permits, (C) any Employees, (D) Manager, (E) the tenant under any Space Lease or similar agreement, or (F) any guests or customers of the Hotel, including, without limitation, those items set forth on Schedule 2.1(c) attached hereto;

(iii) any FF&E, Property and Equipment, Inventories, Retail Merchandise, or Intangible Property bearing the brand names or logos of the Manager or Franchisor;

(iv) any insurance claims or proceeds arising out of or relating to events that occur prior to the Closing Date (in the case of a casualty, subject to the terms of Section 9.2(a));

(v) any proprietary or confidential materials (including, without limitation, any materials relating to the background or financial condition of a present or prior direct or indirect partner or member of Seller), the internal books

and records of Seller including, without any limitation any materials relating to any contributions and distributions prior to Closing, any software not used exclusively in the day-to-day operation of the Hotel, the names "Extended Stay America", "ESA", and any derivations thereof, and any trademarks, service marks, trade names, brand marks, brand names, domain names, social media sites (such as Facebook or Twitter), trade dress or logos relating thereto, any development bonds, letters of credit or other collateral held by or posed with any Governmental Authority or other third party with respect to any improvement, subdivision or development obligations concerning the Hotel or any other real property, insurance policies (subject to Section 9.2), claims or other rights against any present or prior partner, member, employee, agent, manager, officer or director of Seller or its direct or indirect partners, members, shareholders or affiliates, all contracts between Seller and any law firm, accounting firm, property manager, leasing agent, broker, engineers, surveyors, environmental consultants and other consultants or appraisers entered into prior to the Closing, organizational documents of Seller, and any subsidiary of Seller or any other Affiliate of Seller, contracts for construction that is not ongoing as of the Effective Date or the Closing Date;

(vi) all names, tradenames, trademarks, service marks, logos, telephone and fax numbers, domain names, website names, and other similar proprietary rights and all registrations or applications for registration of such rights used by Seller in the operation of the Hotel (the "Intangible Property"); and

(vii) all Accounts Receivable of Seller.

SECTION 2.2. Purchase Price.

(a) Consideration. The consideration for the purchase of the Assets shall be **[**_____**]** Dollars ($**[**_____**]**) (the "Purchase Price"). No later than 12:00 p.m. (Eastern Time) on the Closing Date, Buyer shall deposit with Escrow Agent by wire transfer of immediately available funds to such account or accounts that Seller shall designate to Buyer, an amount equal to (i) the Purchase Price (subject to adjustments and credits as described in Article X below), minus (ii) the Deposit. In the event the Purchase Price paid by Buyer is received by Seller after 12:00 p.m. (Eastern Time) on the Closing Date and the transactions contemplated herein actually close on the Closing Date, Buyer shall pay to Seller (in addition to the Purchase Price) an amount equal to the additional interest charged by Seller's lender(s) (including any mezzanine lender) as a result of the receipt of the Purchase Price following such lender's payoff deadline on the Closing Date. For the avoidance of doubt, in the event the Purchase Price paid by Buyer is received by Seller after 2:00 p.m. (Eastern Time) on the Closing Date and the transactions contemplated herein do not close on the Closing Date, such failure of Buyer to timely deliver the Purchase Price as required by this Section 2.2(a) shall constitute a material default hereunder.

(b) No Adjustment. No adjustment shall be made to the Purchase Price except as expressly set forth in this Agreement.

(c) Purchase Price Allocation. Seller and Buyer agree that the Purchase Price shall be allocated among the real property and other tangible and intangible property comprising the Assets as set forth on Schedule A-4 attached hereto for federal, state and local tax purposes (including, without limitation, documentary stamp tax, surtax and other similar transfer taxes on the deed, if any) in accordance with Section 1060 of the Code. Buyer and Seller shall file all federal, state and local tax returns and related tax documents consistent with such allocation, as the same may be adjusted pursuant to Section 10.1 or any other provisions of this Agreement. This Section 2.2(c) shall survive the Closing without limitation.

(d) Additional Purchase Price. Notwithstanding anything in this Agreement to the contrary, if Buyer sells all or substantially all of the Assets (or all or substantially all of the direct or indirect interests in Buyer) to an unaffiliated third party within twenty-four (24) months after the Closing Date and the purchase price for such sale is greater than the Purchase Price, then, simultaneously with the closing of such sale, Buyer shall pay to Seller an amount equal to fifty percent (50%) of the Net Proceeds (hereinafter defined) from such sale. "Net Proceeds" shall be the amount resulting from the difference between the gross purchase price of the sale and the Purchase Price, less usual and customary closing costs. The provisions of this Section 2.2(d) shall survive Closing.

SECTION 2.3. Deposit.

(a) Deposit. On the date hereof, Buyer shall deposit with Title Company, as escrow agent (in such capacity, "Escrow Agent"), an amount equal to two percent (2%) of the Purchase Price (such cash deposit, together with all accrued interest thereon, shall be referred to as the "Initial Deposit") in immediately available funds by wire transfer to such account as Escrow Agent shall designate to Buyer. If this Agreement is not terminated pursuant to Section 7.1(a), Buyer shall deposit with Escrow Agent within one (1) Business Day following the expiration of the Due Diligence Period an additional amount equal to three percent (3%) of the Purchase Price in immediately available funds by wire transfer to such account as Escrow Agent shall designate to Buyer (such cash deposit, together with all accrued interest thereon, shall be referred to as the "Additional Deposit"). If such Additional Deposit is not timely deposited, the same shall constitute a material default hereunder and Seller may terminate this Agreement, in which event the Initial Deposit, and all interest accrued thereon, shall be immediately delivered to Seller as liquidated damages in accordance with Section 12.1. The Initial Deposit and, if delivered, the Additional Deposit, together with all accrued interest thereon, shall be referred to individually and collectively herein as the "Deposit." Upon delivery of the Deposit by Buyer to Escrow Agent and upon delivery of a completed and executed W-9 Form, stating the Buyer's taxpayer identification number at the time of the delivery of the Deposit, the Deposit will be deposited by Escrow Agent into an interest-bearing account acceptable to Buyer and Seller and shall be held in escrow in accordance with the provisions of Section 14.5. All interest earned on the Deposit while held by Escrow Agent shall be paid to the party to whom the Deposit is paid, except that if the Closing occurs, Buyer shall receive a credit for such interest in accordance with Section 2.2(a). The Deposit shall be non-refundable to Buyer, and fully earned by Seller, as of the date the Deposit is delivered to Escrow Agent and shall not be returned to Buyer for any reason except (i) in connection with a termination of the Agreement by Buyer as a result of a Seller default pursuant to Section 12.2(b) hereof, (ii) as expressly set forth in Section 8.3(b), (iii) pursuant to Section

9.2(b), or (iv) in connection with a termination of the Agreement by Buyer pursuant to Section 2.4(a).

(b) Independent Consideration. A portion of the amount deposited by Buyer pursuant to Section 2.3(a) in the amount of ONE HUNDRED DOLLARS ($100) (the "Independent Consideration") shall be earned by Seller upon execution and delivery of this Agreement by Seller and Buyer. Seller and Buyer hereby mutually acknowledge and agree that the Independent Consideration represents adequate bargained for consideration for Seller's execution and delivery of this Agreement and Buyer's right to have inspected the Hotel pursuant to the terms of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement and is nonrefundable in all events. Upon the Closing or the termination of this Agreement, notwithstanding anything to the contrary set forth in this Agreement, the Independent Consideration shall be paid to Seller.

SECTION 2.4. The Closing.

(a) Closing Date. The closing of the sale and purchase of the Assets (the "Closing") shall take place on the date which is thirty (30) days after the expiration of the Due Diligence Period (such date, as the same may be modified pursuant to this Section 2.4(a), Section 8.2(a) and Section 8.3(b), the "Closing Date"), time being of the essence with respect to Buyer's and Seller's obligations hereunder on the Closing Date, subject only to the rights to adjourn the Closing Date expressly provided in this Agreement; provided, however, that in the event that the Closing Date was to occur on the 9th through the 14th of any month, the Seller may unilaterally adjourn the Closing Date to the 15th of such month or, if the 15th of such month is not a Business Day, the subsequent Business Day. Notwithstanding anything to the contrary set forth in this Agreement, to the extent a Blocking Event has occurred on a Key Performance Date or the Business Day immediately prior to a Key Performance Date, such Key Performance Date shall be extended until the date that is five (5) Business Days following a Blocking Event Cure. Further, and notwithstanding anything to the contrary set forth in this Agreement, in the event the Blocking Event (a) results in the then scheduled Closing Date being extended for more than thirty (30) days, Seller shall thereafter have the right to terminate this Agreement, or (b) results in the then scheduled Closing Date being extended for more than sixty (60) days, either party shall thereafter have the right to terminate this Agreement. Upon a termination of this Agreement as set forth in this Section 2.4, Escrow Agent shall disburse the Earnest Money to Buyer and, upon such disbursement, this Agreement shall be null and void and of no further force and effect and neither party shall have any rights or obligations against or to the other except for those provisions hereof which by their terms expressly survive the termination of this Agreement.

(b) Closing Time. The Closing shall be held on the Closing Date at 10:00 a.m. (Eastern Time) by "New York Style Closing" through Escrow Agent.

(c) Closing Mechanics. Notwithstanding anything to the contrary set forth in this Agreement, there shall be no requirement that Seller or Buyer physically attend the Closing. Buyer and Seller hereby authorize their respective attorneys to execute and deliver to Escrow Agent any additional or supplementary instructions as may be necessary or convenient to implement the terms of this Agreement and facilitate the closing of the transactions contemplated hereby, provided that such instructions are consistent with and merely supplement this Agreement

and shall not in any way modify, amend or supersede this Agreement. Formal tender of an executed deed or the Purchase Price is hereby waived.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

SECTION 3.1. General Seller Representations and Warranties. Seller represents and warrants to Buyer as to itself as follows:

(a) Formation; Existence. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware, and authorized to transact business in the State of [State of Asset].

(b) Power and Authority. Seller has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized by all necessary action on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes its legal, valid and binding obligation, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and by general principles of equity (whether applied in a proceeding at law or in equity).

(c) No Consents. No consent, license, approval, order, permit or authorization of, or registration, filing or declaration with, any court, administrative agency or commission or other Governmental Authority or instrumentality, domestic or foreign, is required to be obtained or made by Seller in connection with the execution, delivery and performance of this Agreement or any of the transactions required or contemplated hereby, except for any consent or approval required in connection with the transfer of the Operating Contracts, the Equipment Leases, the Licenses and Permits and any warranties.

(d) No Conflicts. The execution, delivery and compliance with, and performance of the terms and provisions of, this Agreement, and the sale of the Assets, will not, in any material respect, (i) conflict with or result in any violation of its organizational documents, (ii) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party in its individual capacity, or (iii) violate any existing term or provision of any order, writ, judgment, injunction, decree, statute, law, rule or regulation applicable to it or its assets or properties.

(e) Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Code and the regulations issued thereunder.

(f) Anti-Terrorism Laws.

(i) None of Seller or, to Seller's Knowledge, its Affiliates, is in violation of any laws relating to terrorism, money laundering or the Uniting and

Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws").

(ii) None of Seller or, to Seller's Knowledge, its Affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time.

(iii) None of Seller or, to Seller's Knowledge, its Affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Hotel (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists set forth in the preceding paragraph; (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws.

(iv) Seller understands and acknowledges that Buyer may become subject to further anti-money laundering regulations, and agrees to execute instruments, provide information, or perform any other acts as may reasonably be requested by Buyer, for the purpose of: (A) carrying out due diligence as may be required by Applicable Law to establish Seller's identity and source of funds; (B) maintaining records of such identities and sources of funds, or verifications or certifications as to the same; and (C) taking any other actions as may be required to comply with and remain in compliance with anti-money laundering regulations applicable to Seller.

(v) Neither Seller, nor, to Seller's Knowledge, any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used in connection with this Agreement and amounts committed with respect thereto, were not and are not derived from any activities that contravene any of the Anti-Money Laundering and Anti-Terrorism Laws or any other applicable anti-money laundering or anti-bribery Applicable Laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

SECTION 3.2. Representations and Warranties of Seller as to the Assets. Seller hereby represents and warrants to Buyer as follows with respect to the Assets:

(a) Operating Contracts. To Seller's Knowledge, all material Operating Contracts and Equipment Leases (and any amendments or modifications thereof) affecting the Hotel are set forth on Schedule 3.2(a) and 3.2(b), respectively, attached hereto and the same have not been modified or amended, except as shown in such documents. To Seller's Knowledge, Seller has delivered or made available, or promptly following the date hereof shall deliver or make available, to Buyer true and complete copies of all such written Operating Contracts and Equipment Leases in its possession.

(b) Employees.

(i) Seller does not have any employees employed at the Hotel.

(ii) Neither Seller, nor to Seller's Knowledge, Manager are parties to any collective bargaining agreement or other contract or agreement with any labor organization with respect to Employees.

(c) Space Leases. To Seller's Knowledge: Schedule 3.2(c) sets forth a correct and complete list of the material space leases for the Hotel as of the date hereof (the "Space Leases"). Except as set forth in Schedule 3.2(c), as of the date hereof, to Seller's Knowledge (i) all such Leases are in full force and effect, and (ii) Seller has not given or received any written notice of any material breach or default under any of the Leases that has not been cured.

(d) Condemnation. As of the date hereof, Seller has not received written notice of any condemnation or similar proceedings affecting the Assets, and to Seller's Knowledge, no such action has been threatened in writing.

(e) Litigation. To Seller's Knowledge, except as disclosed in Schedule 3.2(e) attached hereto, as of the date hereof, there are no actions, suits or proceedings filed and pending against or affecting the Assets in any court or before or by an arbitration tribunal or regulatory commission, department or agency which are not covered by insurance and which would materially and adversely affect the ability of Seller to perform its obligations hereunder, and to Seller's Knowledge, no such actions, suits or proceedings have been threatened in writing.

(f) Environmental Matters. To Seller's Knowledge, as of the date hereof, Seller has not received any written notice from any governmental or regulatory authority of any violation of applicable Environmental Laws with respect to the Hotel, which has not been corrected. For the purposes of this section, "Environmental Laws" means any and all federal, state, county and local statutes, laws, regulations and rules in effect on the date of this Agreement relating to the protection of the environment or to the use, transportation and disposal of Hazardous Materials.

SECTION 3.3. Amendments to Schedules and Limitations on Representations and Warranties of Seller.

(a) Amendments to Schedules. Seller shall have the right to amend and supplement the representations, warranties and schedules to this Agreement from time to time prior to the Closing by providing a written copy of such amendment or supplement to Buyer; provided, however, that any such amendment or supplement provided to Buyer after the expiration of the

Due Diligence Period shall not disclose any fact that would materially adversely impact the ownership or value of the Assets.

(b) Limitations on Representations and Warranties of Seller. Notwithstanding anything to the contrary set forth in this Agreement, Seller shall have no liability, and Buyer shall make no claim against Seller, for (and Buyer shall be deemed to have waived any failure of a condition hereunder by reason of) a failure of any condition or a breach of any representation or warranty, covenant or other obligation of Seller under this Agreement or any amendment or supplement described in Section 3.3(a) or any document executed by Seller in connection with this Agreement (including for this purpose any matter that would have constituted a breach of Seller's representations and warranties had they been made on the Closing Date) if the failure or breach in question constitutes or results from a condition, fact or other matter that was (i) known to Buyer (i.e., within Buyer's Knowledge) prior to the expiration of the Due Diligence Period, (ii) known to Buyer (i.e., within Buyer's Knowledge) prior to Closing and Buyer proceeds with the Closing, (iii) not within Seller's Knowledge as of the Effective Date or (iv) not within the reasonable control of Seller after the mutual execution of this Agreement. Further, notwithstanding anything to the contrary set forth in this Agreement, if the representations and warranties relating to the Leases, the Equipment Leases and the Operating Contracts set forth in Section 3.2 and the status of the contract parties thereunder contained herein were true and correct as of the date of this Agreement, no change in circumstances or status of the contract parties (e.g., defaults, bankruptcies or other adverse matters relating to such contract party) occurring after the date hereof shall permit Buyer to terminate this Agreement or constitute grounds for Buyer's failure to close or for Buyer to make a claim against Seller.

SECTION 3.4. Covenants of Seller Prior to Closing. From the date hereof until the Closing or earlier termination of this Agreement, Seller or Seller's agents shall:

(a) Insurance. Keep the Hotel insured against fire and other hazards in such amounts and under such terms as Seller deems advisable consistent with past practices.

(b) New Operating Contracts. Without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, not enter into any third party contracts, or renew, amend or supplement any third party contracts; provided that Seller may enter into or renew third party contracts, or amend or supplement such third party contracts, without Buyer's consent if (i) such contract is entered into (or renewed, amended, or supplemented, as the case may be) in the course of customary operation of the Hotel, or does not require Seller's approval under the Management Agreement, or is necessary as a result of an emergency at the Hotel, (ii) is terminable on 30 days or less notice, without penalty, or (iii) requires the payment of no more than Fifty Thousand Dollars ($50,000) in any calendar year. If Seller enters into or renews any third party contracts, or amends or supplements any third party contracts after the date of this Agreement, then Seller shall promptly provide written notice and a copy thereof to Buyer and unless the same required Buyer's approval pursuant to this paragraph and such approval was not obtained, Buyer shall assume such contract at the Closing and the schedule of contracts attached to the Assignment of Contracts and Leases shall be so modified, and such contract shall be deemed added to Schedule 3.2(a) attached hereto and Schedule 3.2(a) shall be deemed amended at the Closing to include such contracts. If a new contract, or a renewal, amendment or supplement to an existing contract, requires Buyer's approval or Seller otherwise requests Buyer's approval and

Buyer does not object within two (2) days after receipt of a copy of such contract, then Buyer shall be deemed to have approved such contract.

(c) License Agreement, Management Agreement and Operating Lease. The license agreement between Operating Lessee and ESH Strategies Branding LLC will automatically terminate with respect to the Property as of the Closing. Additionally, (i) the Management Agreement will automatically terminate as of the Closing, and (ii) Seller will terminate the Operating Lease as of the Closing, and no management agreement or operating lease will be in force or effect with respect to the Property as of the Closing Date.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER

SECTION 4.1. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Formation and Existence. It is a [_____] duly organized, validly existing and in good standing under the laws of the State of [_____]and is, or will be as of the Closing Date, duly authorized to transact business in the State of [State of Asset].

(b) Power and Authority. It has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement, the purchase of the Assets and the consummation of the transactions provided for herein have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights and by general principles of equity (whether applied in a proceeding at law or in equity).

(c) No Conflicts. The execution, delivery and compliance with, and performance of the terms and provisions of, this Agreement, and the purchase of the Assets, will not (i) conflict with or result in any violation of its organizational documents, (ii) conflict with or result in any violation of any provision of any bond, note or other instrument of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party in its individual capacity, or (iii) violate any existing term or provision of any order, writ, judgment, injunction, decree, statute, law, rule or regulation applicable to it or its assets or properties.

(d) Anti-Money Laundering and Anti-Terrorism Laws.

(i) Neither Buyer nor, to Buyer's Knowledge, any of its direct or indirect owners, principals, employees or Affiliates, is in violation of, has been charged with or is under indictment for the violation of, or has pled guilty to or been found guilty of the violation of, any Anti-Money Laundering and Anti-Terrorism Laws.

(ii) None of Buyer or, to Buyer's Knowledge, its direct or indirect owners, principals, employees or Affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time.

(iii) None of Buyer or, to Buyer's knowledge, its Affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the purchase of the Hotel (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists set forth in the preceding paragraph; (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws.

(iv) Buyer understands and acknowledges that Seller may become subject to further anti-money laundering regulations, and agrees to execute instruments, provide information, or perform any other acts as may reasonably be requested by Seller, for the purpose of: (A) carrying out due diligence as may be required by Applicable Law to establish Buyer's identity and source of funds; (B) maintaining records of such identities and sources of funds, or verifications or certifications as to the same; and (C) taking any other actions as may be required to comply with and remain in compliance with anti-money laundering regulations applicable to Buyer.

(v) Neither Buyer, nor any person controlling or controlled by Buyer, is a country, territory, individual or entity named on a Government List, and the monies used in connection with this Agreement and amounts committed with respect thereto, were not and are not derived from any activities that contravene any of the Anti-Money Laundering and Anti-Terrorism Laws or any other applicable anti-money laundering or anti-bribery Applicable Laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(vi) Buyer is not engaging in the transactions contemplated hereunder, directly or indirectly, in violation of any Applicable Laws relating to drug trafficking, money laundering or predicate crimes to money laundering or drug trafficking. None of the funds of Buyer have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Buyer is prohibited by Applicable Laws or that the transactions contemplated hereunder or this Agreement is or will be in violation of Applicable Laws.

(vii) Schedule 4.1(d)(vii) is a complete list of the Buyer's CEO or key person(s), Buyer's Knowledge Party, the natural person authorized to receive notice on behalf of Buyer identified in Section 14.9 and Buyer's signatory to this Agreement . In addition, no natural person owns a twenty-five percent (25%) or greater interest in Buyer, directly or indirectly except as disclosed in Schedule 4.1(d)(vii).

Buyer has implemented and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to and at the Closing. Buyer shall indemnify, defend and hold Seller harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to any breaches of the foregoing representations. The foregoing representations shall survive Closing and any termination of this Agreement.

(e) Franchise Agreement Representations. Buyer hereby represents and warrants to Seller that Buyer (i) has received and reviewed a copy of Franchisor's Franchise Disclosure Document (as hereinafter defined) as of the Effective Date and (ii) knows no reason why it would not be approved by Franchisor or as a franchisee of the Hotel pursuant to the terms and conditions of the Existing Franchise Agreement.

SECTION 4.2. Covenants of Buyer Prior to Closing.

(a) Licenses and Permits. Buyer shall use all commercially reasonable and good faith efforts to obtain the transfer of all Licenses and Permits (to the extent transferable) or to secure issuance of new licenses and permits. Buyer, at its cost and expense, shall submit all necessary applications and other materials to the appropriate Governmental Authority and take such other actions to effect the transfer of the Licenses and Permits or issuance of new licenses and permits, as of the Closing, and Seller shall use commercially reasonable efforts (at no cost or expense to Seller) to cooperate with Buyer to cause the Licenses and Permits to be transferred or new licenses and permits to be issued to Buyer. Notwithstanding anything to the contrary in this Section 4.2(a), Buyer shall not post any notices at the Hotel or publish any notices required for the transfer of the Licenses or Permits or issuance of new licenses and permits without the prior written consent of Seller, which consent may not be unreasonably withheld. It shall not be a condition to the Closing hereunder that Buyer has obtained any transfer of Licenses or Permits or issuance of any new licenses or permits.

(b) New Merchant Account. Buyer shall open a new merchant account to handle the processing of credit cards at least ten (10) business days prior to the Closing Date and provide Seller with satisfactory evidence that a merchant account has been opened.

(c) Transfer Agreements. At least five (5) days prior to the expiration of the Due Diligence Period, Buyer shall initiate communications with (i) Velocity a Managed Solutions Company, the WiFi and television services provider for the Hotel, and (ii) Thing5 LLC dba Cloud5 Communications, the telephone services provider for the Hotel (collectively, the "Services Providers"), of transferring the services provided at the Hotel by the Service Providers to Buyer (the "Service Transfers"). The Service Transfers shall be effective as of Closing.

SECTION 4.3. Employee Matters.

(a) Employees. Buyer acknowledges that the Employees are currently employed by Manager or its Affiliates.

(b) Continuity of Employees. The parties intend that there will be continuity of employment with respect to all of the Employees. It is further agreed that on or prior to the Closing Date, Seller shall cause Manager to terminate all Employees at the Hotel, and Buyer shall offer employment at the Hotel (or cause its manager to offer employment) commencing on the Closing Date to all Employees, including those on vacation, leave of absence, disability, furlough or layoff, who were employed at the Hotel on the day immediately preceding the Closing Date, on reasonable and customary terms and conditions (including, without limitation, compensation, salary, employee benefits, job responsibility and descriptions, location, seniority and deemed length of service) consistent in all material respects with the terms and conditions as those provided to such Employees by Manager on the day immediately preceding the Closing Date. Those Employees who accept Buyer's (or its manager's) offer of employment and commence employment with Buyer (or its manager) on the Closing Date shall hereafter be referred to as "Transferred Employees." Buyer shall be liable for any amounts to which any Employee (whether deemed a Transferred Employee or otherwise) becomes entitled under any severance policy, plan, agreement, arrangement or program which exists or arises, or may be deemed to exist or arise, as a result of or in connection with the transactions contemplated by this Agreement, whether under Applicable Law or otherwise.

(c) Indemnity. Buyer shall indemnify, defend and hold Seller and Manager (and the other Seller-Related Entities) harmless from and against any and all claims, actions, suits, demands, proceedings, losses, expenses, damages, obligations and liabilities (including costs of collection, attorney's fees and other costs of defense) arising out of or otherwise in respect of (i) the termination of any Employees in violation of this Agreement; (ii) failure of Buyer (or its manager) to continue the employment of any Transferred Employee on the same terms and conditions as said Employee enjoys on the day immediately preceding the Closing Date; (iii) a breach by Buyer of the covenants set forth in Section 4.3(b); (iv) the failure of Buyer to comply with its obligations (including, but not limited to, any statutory obligations) with respect to the Transferred Employees or obligations under Section 4.3(d); (v) any claim made by any Transferred Employee for severance pay; (vi) any claim made by any Employee in relation to any alleged discriminatory hiring or firing practices of Buyer; and (vii) any claim made by any Transferred Employee arising on or after the Closing Date.

(d) WARN Act. Buyer (or its manager) shall not, at any time prior to 90 days after the Closing Date, effectuate a "plant closing" or "mass layoff," as those terms are defined in the WARN Act, or take any action that would trigger the requirements under the WARN Act, affecting in whole or in part any site of employment, facility, operating unit or Employee, without notifying Seller in advance and without complying with the notice requirements and other provisions of the WARN Act. In addition, Buyer shall provide a full defense to, and indemnify the Seller-Related Entities for any Losses which the Seller-Related Entities may incur in connection with any suit or claim of violation brought against or affecting any of the Seller-Related Entities under the WARN Act or any similar state law for any actions taken by Buyer (or its manager or any of its and its manager's Affiliates) with regard to any site of employment, facility,

operating unit or employee affected by this Agreement, including but not limited to liability under the WARN Act that arises in whole or in part as a result of any "employment loss", as that term is defined in the WARN Act, which was caused or directed by Buyer or its manager or their Affiliates subsequent to the Closing Date.

(e) No Third Party Beneficiaries. Nothing in this Section 4.3 shall create any third-party beneficiary rights for the benefit of any employees of the Hotel or Manager or its affiliates. Buyer and Seller acknowledge that all provisions set forth in this Section 4.3 with respect to employees are included for the sole benefit of Buyer (and Buyer's Affiliates, as applicable) and Seller (and Seller's or Manager's Affiliates, as applicable) and shall not be deemed to constitute an amendment to any employee benefit plan or create any right (i) in any other person, including any employees, former employees, or any beneficiary thereof or (ii) to employment or continued employment with Buyer or any of its Affiliates, managers or contractors following the Closing Date.

(f) Survival. The provisions of this Section 4.3 shall survive the Closing without limitation.

SECTION 4.4. Bookings. Buyer shall honor all existing Bookings and all other Bookings made in accordance with this Agreement for any period on or after the Closing Date. The provisions of this Section 4.4 shall survive the Closing without limitation.

SECTION 4.5. Franchise Agreement.

(a) [Intentionally Omitted].

(b) Franchise Approval. No later than three (3) Business Days after the Effective Date, Buyer shall (i) complete and submit to Franchisor its then-current form of application for a new franchise agreement (for a term to be determined by Franchisor) and Franchisor's then-current questionnaire as contemplated by its then-current franchise disclosure document (the "Franchise Disclosure Document"), and (ii) pay all applicable franchise application fees to Franchisor set forth in the Franchise Disclosure Document for approval of Buyer as a new franchisee under the "**Extended Stay America Suites**" brand (the "Franchise Approval"), which Franchise Approval, shall contemplate the execution by and between Franchisor and Buyer of a new franchise agreement (together with such other agreements required by Franchisor including the Franchisor's property improvement plan, the "New Franchise Agreement"), as required by Franchisor as a condition to the Franchise Approval including, but not limited to, (A) providing to Franchisor in a timely fashion all documents, information and representations and warranties required by Franchisor (including, without limitation, any information relating to Buyer, its ownership, hotel management company and personnel, or any guarantor of Buyer's obligations under the New Franchise Agreement, if any), (B) the agreement of Buyer to pay Franchisor's franchise application fee provided in the Franchise Disclosure Document and any and all costs associated with any property improvement plan required by Franchisor to be carried out by Seller or Buyer as a condition to issuing the New Franchise Agreement to Buyer in accordance with the Franchise Disclosure Document, (C) seeking Franchisor's approval of Buyer or any reputable third-party manager as the manager of the Hotel from and after the Closing (for the avoidance of doubt, if Franchisor does not approve Buyer as the manager of the Hotel from and after the Closing,

then Buyer shall be required to provide and seek Franchisor's approval of a reputable third-party manager to be the manager of the Hotel from and after the Closing), and (D) the negotiation and delivery of an executed guaranty by a guarantor approved by Franchisor of all of Buyer's obligations under the New Franchise Agreement for the benefit of Franchisor, if required. Without limitation on the foregoing, Buyer shall pay to Franchisor any fees, costs or expenses of or imposed by Franchisor relating to or as a condition to the Franchise Approval or the New Franchise Agreement that are set forth in the Franchise Disclosure Document (including any "Transfer Fee", "PIP" fee, or costs of outside counsel of Franchisor) (collectively, the "Franchise Transfer Costs") regardless of whether this Agreement is terminated or the Closing occurs.

(c) Cooperation. Seller shall reasonably cooperate with Buyer's efforts to obtain the Franchise Approval, provided that Seller shall not be (i) required to incur any out-of-pocket costs, liabilities or obligations in connection therewith, or (ii) responsible for any pre- or post-Closing obligations under the New Franchise Agreement.

(d) Buyer's Obligations. Buyer shall use commercially reasonable efforts to diligently and promptly pursue and negotiate in good faith the New Franchise Agreement and Buyer shall diligently and promptly undertake all such acts as may be reasonably necessary to obtain the Franchise Approval prior to Closing on or prior to the Closing Date.

(e) Rights of Termination. Buyer agrees that the New Franchise Agreement shall be based upon the terms mutually agreed-to by Buyer and Franchisor and attached hereto as Schedule 4.5(e) (the "Franchise Terms"). If Buyer has not entered into a New Franchise Agreement, involving the Franchise Terms, with Franchisor as of Closing, the same shall constitute a material default by Buyer hereunder and Seller may terminate this Agreement, in which event the Deposit, and all interest accrued thereon, shall be immediately delivered to Seller as liquidated damages in accordance with Section 12.1.

(f) Confirmation of Franchise Approval. Buyer shall provide to Seller upon request and in any event, no later than ten (10) days prior to the Closing Date, evidence of the consent of Franchisor, if obtained or the current status of the negotiations with the Franchisor, if the consent has not yet been obtained. Buyer's execution of a New Franchise Agreement with Franchisor shall not be a condition to Buyer's obligation to close the transactions contemplated by this Agreement and failure of Buyer to execute a New Franchise Agreement shall constitute a material default by Buyer hereunder and shall not entitle Buyer to a refund of the Deposit.

(g) Indemnification. Buyer shall defend, indemnify, and hold the Seller-Related Entities harmless from and against any and all claims, costs, penalties, damages, losses, liabilities and expenses (including court costs and attorneys' fees) that may at any time be incurred by the Seller-Related Entities arising out of, by reason of, or in connection with any obligation of, or breach or default by, Buyer under the New Franchise Agreement.

(h) Survival. The obligations of Buyer contained in this Section 4.5 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 4.6. Management Agreements. The parties agree that the Management Agreement will automatically terminate upon Closing at the expense of Seller. Buyer's obtaining

a new management agreement for the Hotel shall not be a condition to Closing for Buyer. For the avoidance of doubt, nothing stated in this Section 4.6 shall limit in any respect the obligations of Buyer set forth in Section 4.5(b)(ii)(C).

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

SECTION 5.1. Conditions Precedent to Seller's Obligations. The obligation of Seller to consummate the transfer of the Assets to Buyer on the Closing Date is subject to the satisfaction (or waiver by Seller) as of the Closing of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date as though such representations and warranties were made on and as of the Closing Date.

(b) Obligations and Covenants. Buyer shall have performed or complied in all material respects with each obligation and covenant required by this Agreement to be performed or complied with by Buyer on or before the Closing.

(c) No Prohibition on Transfer. No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any Governmental Authority of competent jurisdiction shall be in effect as of the Closing which restrains or prohibits the transfer of the Assets or the consummation of any other transaction contemplated hereby.

(d) Buyer Deliverables. Seller shall have received all of the documents required to be delivered by Buyer under Section 6.1 (or such documents shall have been delivered to Escrow Agent to be held in escrow and delivered to Seller at Closing).

(e) Purchase Price. Seller shall have received the Purchase Price in accordance with Section 2.2(a) and all other amounts due to Seller from Buyer hereunder (or such funds shall have been delivered to Escrow Agent to be held in escrow and delivered to Seller at Closing).

The conditions set forth in this Section 5.1 are solely for the benefit of Seller and may be waived only by Seller. At all times prior to the termination of this Agreement, Seller may waive any of these conditions on its sole discretion and proceed with the Closing, subject to the terms and conditions of this Agreement.

SECTION 5.2. Conditions to Buyer's Obligations. The obligation of Buyer to purchase and pay for the Assets is subject to the satisfaction (or waiver by Buyer) as of the Closing of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties made by Seller in this Agreement (as the same may be amended or supplemented in accordance with Section 3.3) shall be true and correct in all material respects when made and on and as of the Closing Date as though such representations and warranties were made on and as of Closing Date

(unless such representation or warranty is made on and as of a specific date, in which case it shall be true and correct in all material respects as of such date), excluding, however, any inaccuracies or changes in the representations and warranties made by Seller resulting from any action, condition or matter that (i) is expressly permitted or contemplated by the terms of this Agreement, (ii) was within Buyer's Knowledge prior to the expiration of the Due Diligence Period, or, subject to Section 3.3, prior to the Closing, (iii) was not within Seller's Knowledge as of the Effective Date or (iv) is a result of events or occurrences outside of the reasonable control of Seller after the mutual execution of this Agreement.

(b) Obligations and Covenants. Seller shall have performed or complied in all material respects with each obligation and covenant required by this Agreement to be performed or complied with by Seller on or before the Closing.

(c) No Prohibition on Transfer. No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any Governmental Authority of competent jurisdiction shall be in effect as of the Closing which restrains or prohibits the transfer of the Assets or the consummation of any other transaction contemplated hereby.

(d) Seller Deliverables. Buyer shall have received all of the documents required to be delivered by Seller under Section 6.2 (or such documents shall have been delivered to Escrow Agent to be held in escrow and delivered to Buyer at Closing).

The conditions set forth in this Section 5.2 are solely for the benefit of Buyer and may be waived only by Buyer. At all times prior to the termination of this Agreement, Buyer may waive any of these conditions on its sole discretion and proceed with the Closing, subject to the terms and conditions of this Agreement.

SECTION 5.3. Waiver of Conditions Precedent. The Closing shall constitute conclusive evidence that Seller and Buyer have respectively waived any conditions which are not satisfied as of the Closing.

SECTION 5.4. Frustration of Closing Conditions. Neither Seller nor Buyer may rely on the failure of a closing condition set forth in Sections 5.1 or 5.2 if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur.

ARTICLE VI

CLOSING DELIVERIES

SECTION 6.1. Buyer Closing Deliveries. Buyer shall make the following deliveries at Closing to Seller (or deposit such documents and other items with Escrow Agent to be held in escrow and delivered to Seller at Closing):

(a) an assignment and assumption of the Operating Contracts, the Equipment Leases, Bookings, and Leases (an "Assignment of Contracts and Leases") duly executed by Buyer in substantially the form of Exhibit A attached hereto;

(b) a general assignment and assumption of the Licenses and Permits in the form of Exhibit D attached hereto (the "Assignment of Licenses and Permits"), duly executed by Buyer;

(c) a Transfer Agreement duly executed by Buyer and Velocity a Managed Solutions Company;

(d) a Transfer Agreement duly executed by Buyer and Thing5 LLC dba Cloud5 Communications;

(e) **[state-specific deliverables1]**;

(f) such other documents and instruments as may be reasonably requested by Title Company in order to consummate the transactions described in this Agreement;

(g) all transfer tax returns which are required by law and the regulations issued pursuant thereto in connection with the payment of all state or local real property transfer taxes that are payable or arise as a result of the consummation of the transactions contemplated by this Agreement, in each case, as prepared by Seller and duly executed by Buyer; and

(h) a closing statement for the Assets prepared and approved by Seller and Buyer, consistent with the terms of this Agreement.

SECTION 6.2. Seller Closing Deliveries.

Seller shall deliver the following documents at Closing to Buyer (or deposit such documents with Escrow Agent to be held in escrow and delivered to Buyer at Closing):

(a) a **[special warranty2]** deed (the "Deed") in substantially the form of Exhibit B attached hereto, duly executed by Seller;

(b) a bill of sale (a "Bill of Sale") duly executed by Seller in substantially the form of Exhibit C attached hereto, transferring the FF&E, supplies, and Inventories to Buyer;

(c) the Assignment of Contracts and Leases duly executed by Seller, together with copies, and if available, originals of all contracts and agreements assigned thereby;

(d) the Assignment of Licenses and Permits, duly executed by Seller;

(e) all keys and keycards in Seller's possession, security and access codes to the Hotel, which may be left at the Hotel;

1 NTD: Confirm with local counsel and replace with applicable state tax forms.
2 NTD: Local counsel to confirm.

(f) an affidavit that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act of 1980, as amended, in substantially the form of Exhibit E attached hereto;

(g) such other documents and instruments as may be reasonably requested by Title Company in order to consummate the transactions described in this Agreement including, without limitation, Seller's customary owner's affidavit in a form reasonably acceptable to the Title Company;

(h) all transfer tax returns which are required by law and the regulations issued pursuant thereto in connection with the payment of all state or local real property transfer taxes that are payable or arise as a result of the consummation of the transactions contemplated by this Agreement, in each case, as prepared and duly executed by Seller, as applicable; and

(i) a closing statement for the Assets prepared and approved by Seller and Buyer, consistent with the terms of this Agreement.

SECTION 6.3. Post Closing Cooperation. Buyer shall reasonably cooperate with Seller in connection with the prosecution or defense of any litigation, actions, suits, arbitrations, claims, government investigations, or proceedings with any Person or Governmental Agency arising out of or relating to events that occur prior to the Closing Date, including, without limitation, (i) making Employees available to Seller at no cost to Buyer, and (ii) promptly, but in no event less than ten (10) Business Days after Buyer's receipt, notifying Seller of any notice or documentation associated with any litigation, actions, suits, arbitrations, claims, government investigations, or proceedings with any Person or Governmental Agency arising out of or relating to events that occur prior to the Closing Date received by Buyer. The provisions of this Section 6.3 shall survive the Closing.

ARTICLE VII

INSPECTIONS AND RELEASE

SECTION 7.1. Right of Inspection.

(a) Physical Inspections. Commencing on [the Effective Date and continuing until 5:00 p.m. (Eastern Time) on the date which is [_____] days after the Effective Date OR the date that is **[**_____**]** days after the date of execution of the Access Agreement] (the "Due Diligence Period") (time being of the essence), Buyer and its agents shall have the right, upon reasonable prior written notice to Seller (which shall in any event be at least 24 hours in advance) and at Buyer's sole cost, risk and expense, to inspect the Hotel during normal business hours on Business Days, provided that any such inspection shall not unreasonably impede the normal day to day business operation of the Hotel, and provided further that Seller shall be entitled to accompany Buyer and its agents on such inspection. Notwithstanding anything to the contrary set forth in this Agreement, including, without limitation, the foregoing sentence, Buyer shall not have the right to interview or otherwise communicate with the Employees, Manager, any guests or licensees of the Hotel or other users or occupants of the Hotel without the prior written consent of Seller (which may be granted or denied in Seller's reasonable discretion), to interview or

communicate with any Governmental Authority with respect to the Hotel without the prior written consent of Seller (which may be granted or denied in Seller's reasonable discretion), or to do any invasive testing of the Hotel without the prior written consent of Seller which may be granted or denied in Seller's sole and absolute discretion. A representative of Seller shall be entitled to accompany Buyer and its agents on any such permitted interviews, communications and testing. Buyer's right of inspection of the Hotel shall be subject to the rights of the guests of the Hotel and the rights of Manager under the Management Agreement. Prior to any such inspection, Buyer shall deliver to Seller copies of certificates of insurance reasonably satisfactory to Seller evidencing commercial general liability insurance policies (naming Seller, and such other affiliated parties as Seller may reasonably designate, as an additional insured) which shall be maintained by Buyer and all third parties engaged by Buyer with access to the Hotel ("Buyer's Vendors") in connection with Buyer's or any Buyer's Vendor's investigations upon the Hotel, with limits, coverages and insurers under such policies reasonably satisfactory to Seller. Coverage afforded to the additional insured shall be on a primary basis and noncontributory with any insurance, deductibles, or self-insurance maintained by the then listed additional insureds and such additional insured coverage shall be provided by the most current endorsement CG 2010 and CG 2037 or their equivalent. Seller hereby agrees that limits of $1,000,000 per occurrence/$2,000,000 in the aggregate for property damage, bodily or personal injury or death shall be acceptable to Seller. In addition, Buyer and each of Buyer's Vendors shall carry the following: (i) excess (umbrella) liability insurance with limits of not less than $2,000,000 per occurrence; (ii) comprehensive automobile liability insurance with a $1,000,000 combined single limit; (iii) employer's liability insurance with a limit of $1,000,000 per occurrence; and (iv) worker's compensation insurance in compliance with applicable statutory requirements. Buyer hereby indemnifies and agrees to defend and hold Seller and the Seller-Related Entities harmless from and against all loss, cost (including, without limitation, reasonable attorneys' fees), claim or damage arising out of, resulting from, relating to or in connection with or from any such inspection by Buyer or its agents, except to the extent such claim or damage was caused solely by Seller or Seller's agents. The Deposit shall secure Buyer's obligations under the foregoing indemnification, and Buyer hereby grants to Seller a security interest in the Deposit. Seller shall have the right (but not the obligation) to cure any of Buyer's and/or Buyer's agents violations of this Section 7.1. The security interest granted by Buyer to Seller hereby shall be superior to any interest in, or claim to, the Deposit that Buyer may have. Therefore, any claims that Seller may seek to satisfy from the Deposit due to a breach by Buyer of any of its obligations in this Section 7.1 shall have precedence over any claim that Buyer may have to the return of the Deposit. If Seller uses any portion of the Deposit to cure any violations of Buyer under this Section 7.1, then Buyer shall be required to replace such sums within five (5) days of receiving written notice from Seller that it has drawn funds from the Deposit. The failure by Buyer to timely replace such funds shall be deemed a default hereunder by Buyer resulting in Seller having the right to exercise any of its remedies under this Agreement arising out of a default by Buyer. The provisions of this article shall survive the Closing or the termination of this Agreement without limitation. If, on or before the expiration of the Due Diligence Period, Buyer shall determine in its sole discretion that it is not satisfied with the Assets, then Buyer shall promptly (but in all events prior to the expiration of the Due Diligence Period) (time being of the essence) notify Seller of such determination in writing ("Termination Notice"), whereupon this Agreement, and the obligations of the parties hereunder, shall terminate, and no party hereto shall have any further obligation in connection herewith except under those provisions that expressly survive a termination of this Agreement. In such event, the Deposit shall

be promptly delivered by Escrow Agent to Seller. In the event that Buyer shall fail to have delivered the Termination Notice to Seller before the expiration of the Due Diligence Period, (x) Buyer shall have no further right to terminate this Agreement pursuant to this Section 7.1(a) and (y) the entire Deposit shall become non-refundable to Buyer for any reason except (i) in connection with a termination of the Agreement by Buyer as a result of a Seller default pursuant to Section 12.2(b) hereof, (ii) as expressly set forth in Section 8.3(b) or (iii) pursuant to Section 9.2(b). The provisions of this Section 7.1(a) shall survive the termination of this Agreement or the Closing without limitation.

(b) Inspection of Books and Records. Subject to the provisions of Section 7.1(a), during the Due Diligence Period, Buyer may review at the Hotel, to the extent that such items are existing and in Seller's possession or control, the current books and records concerning the Hotel, certificates of occupancy, as built plans and specifications, surveys, rent rolls, tax statements, inventory lists, service and maintenance agreements, and other instruments, documents and agreements reasonably requested by Buyer to investigate the Hotel (collectively, "Due Diligence Documents"), excluding proprietary documents and information, documents and information which are subject to confidentiality agreements which do not permit their disclosure to Buyer, and documents and information subject to the attorney client privilege.

(c) Buyer Remedies. The failure of Buyer to receive any Due Diligence Documents or any other document or item pursuant to this Section 7.1 shall not extend the Due Diligence Period, and Buyer's sole remedy with respect thereto shall be to terminate this Agreement pursuant to Section 7.1(a) prior to the expiration of the Due Diligence Period.

(d) Post-Due Diligence Period Inspections and Deliveries. Following the expiration of the Due Diligence Period, upon at least twenty-four (24) hours written request from Buyer, Seller shall provide Buyer with (i) access the Hotel for the purpose of physical inspections, or (ii) Due Diligence Documents requested by or on behalf of Buyer; provided, however, it is acknowledged and agreed that Buyer's rights, if any, pursuant to this Section 7.1(d) shall be subject in all respects to the terms, provisions and limitations set forth in Article VII. Notwithstanding anything set forth in this Agreement to the contrary, Buyer hereby acknowledges and agrees that Buyer shall fully satisfy itself with the Condition of the Assets (as defined herein below) prior to the expiration of the Due Diligence Period.

SECTION 7.2. Examination and No Contingencies.

(a) Examination. Buyer will be making such examination of the Assets and all other matters affecting or relating to the transactions contemplated hereunder as Buyer has deemed necessary. In entering into this Agreement, Buyer has not been induced by and has not relied upon any written or oral representations, warranties or statements, whether express or implied, made by Seller or any Affiliate, member or manager of Seller, or any officer, director, member, agent, employee, or other representative of any of the foregoing or by any broker or any other person representing or purporting to represent Seller with respect to the Assets, the Condition of the Assets or any other matter affecting or relating to the transactions contemplated hereby, other than those expressly set forth in Section 3.1 and Section 3.2. Buyer's obligations under this Agreement shall not be subject to any contingencies, diligence or conditions except as expressly set forth in Sections SECTION 2.4, 7.1(a), SECTION 8.2(a), SECTION 8.2(b), SECTION 8.3(b), SECTION 9.2(b),

SECTION 12.2(a) and SECTION 12.2(b). Buyer acknowledges and agrees that, except as expressly set forth herein, Seller makes no representations or warranties whatsoever, whether express or implied or arising by operation of law, with respect to the Assets or the Condition of the Assets. BUYER AGREES THAT THE ASSETS WILL BE SOLD AND CONVEYED TO (AND ACCEPTED BY) BUYER AT THE CLOSING IN THE THEN EXISTING CONDITION OF THE ASSETS, AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, other than as expressly set forth in Section 3.1 and Section 3.2. Without limiting the generality of the foregoing, except as expressly set forth in Section 3.1 and Section 3.2, the transactions contemplated by this Agreement are without statutory, express or implied warranty, representation, agreement, statement or expression of opinion of or with respect to the Condition of the Assets or any aspect thereof, including, without limitation, (i) any and all statutory, express or implied representations or warranties related to the suitability for habitation, merchantability, or fitness for a particular purpose, (ii) any statutory, express or implied representations or warranties created by any affirmation of fact or promise, by any description of the Assets or by operation of law and (iii) all other statutory, express or implied representations or warranties by Seller whatsoever. Buyer acknowledges that Buyer has knowledge and expertise in financial and business matters that enable Buyer to evaluate the merits and risks of the transactions contemplated by this Agreement. The provisions of this Section 7.2 shall survive the Closing without limitation and shall not be deemed merged into any instrument or conveyance delivered at the Closing.

(b) Condition of the Asset. For purposes of this Agreement, the term "Condition of the Assets" means the following matters:

(i) The quality, nature and adequacy of the physical condition of the Hotel, including, without limitation, the quality of the design, labor and materials used to construct the improvements included in the Hotel; the condition of structural elements, foundations, roofs, glass, mechanical, plumbing, electrical, HVAC, sewage, and utility components and systems; the capacity or availability of sewer, water, or other utilities; the geology, flora, fauna, soils, subsurface conditions, groundwater, landscaping, and irrigation of or with respect to the Hotel, the location of the Hotel in or near any special taxing district, flood hazard zone, wetlands area, protected habitat, geological fault or subsidence zone, hazardous waste disposal or clean-up site, or other special area, the existence, location, or condition of ingress, egress, access, and parking; the condition of the personal property and any fixtures; the presence of any bedbugs, rodents, or other pests; and the presence of any asbestos or other Hazardous Materials, dangerous, or toxic substance, material or waste in, on, under or about the Hotel and the improvements located thereon. "Hazardous Materials" means (A) those substances included within the definitions of any one or more of the terms "hazardous substances," "toxic pollutants", "hazardous materials", "toxic substances", and "hazardous waste" in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (as amended), the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sections 1801 et seq., the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. Section 6901 et seq., Section 311 of the Clean Water Act, 15 U.S.C. § 2601 et seq., 33 U.S.C. §

1251 et seq., 42 U.S.C. 7401 et seq. and the regulations and publications issued under any such laws, (B) petroleum, radon gas, lead based paint, asbestos or asbestos containing material and polychlorinated biphenyls and (C) mold, fungus, other biological agents, in each case the presence of which may adversely affect the health of individuals which may exist at the Hotel.

(ii) The economic feasibility, cash flow and expenses of the Assets, and habitability, merchantability, fitness, suitability and adequacy of the Hotel for any particular use or purpose.

(iii) The compliance or non-compliance of Seller or the operation of the Hotel or any part thereof in accordance with, and the contents of, (A) all codes, laws, ordinances, regulations, agreements, licenses, permits, approvals and applications of or with any Governmental Authorities asserting jurisdiction over the Hotel, including, without limitation, those relating to zoning, land use, building, public works, parking, fire and police access, handicap access, life safety, subdivision and subdivision sales, and Hazardous Materials, dangerous, and toxic substances, materials, conditions or waste, including, without limitation, the presence of Hazardous Materials in, on, under or about the Hotel that would cause state or federal agencies to order a cleanup of the Hotel under any applicable legal requirements and (B) all agreements, covenants, conditions, restrictions (public or private), condominium plans, development agreements, site plans, building permits, building rules, and other instruments and documents governing or affecting the use, management, and operation of the Hotel.

(iv) Those matters referred to in this Agreement and the documents listed on the schedules attached hereto and the matters disclosed in the Asset File.

(v) The availability, cost, terms and coverage of liability, hazard, comprehensive and any other insurance of or with respect to the Hotel.

(vi) The condition of title to the Hotel, including, without limitation, vesting, legal description, matters affecting title, title defects, liens, encumbrances, boundaries, encroachments, mineral rights, options, easements, and access; violations of restrictive covenants, land use, zoning ordinances, setback lines, or development agreements; the availability, cost, and coverage of title insurance; leases, rental agreements, occupancy agreements, rights of parties in possession of, using, or occupying the Hotel; and standby fees, taxes, bonds and assessments.

SECTION 7.3. Release. Buyer hereby agrees that Seller, and each of its partners, members, trustees, directors, officers, employees, representatives, property managers, asset managers, agents, attorneys, Affiliates and related entities, heirs, successors, and assigns (collectively, including Seller, the "Releasees") shall be, and are hereby, fully and forever released and discharged from any and all liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, reasonable attorneys' fees, consultants' fees and costs and experts' fees (collectively, the "Claims") with respect to any and all Claims, whether direct or indirect, known or unknown, foreseen or

unforeseen, that may arise on account of or in any way be connected with the Assets or the Hotel including, without limitation, the physical, environmental and structural condition of the Hotel or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared) relating to or arising from (a) the presence of any environmental problems, or the use, presence, storage, release, discharge, or migration of Hazardous Materials on, in, under or around the Hotel regardless of when such Hazardous Materials were first introduced in, on or about the Hotel, (b) any patent or latent defects or deficiencies with respect to the Hotel, (c) any and all matters related to the Hotel or any portion thereof, including without limitation, the condition and/or operation of the Hotel and each part thereof, and (d) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Hotel regardless of when such asbestos and asbestos containing materials were first introduced in, on or about the Hotel; provided, however, that in no event shall Releasees be released from (x) any Claims arising pursuant to the provisions of this Agreement or Seller's obligations, if any, under the Closing Documents or (y) any Claims arising from any fraudulent acts committed by Seller to Buyer in connection with the transactions contemplated by this Agreement. Buyer hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal Superfund laws, 42 U.S.C. Sections 9601 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against the Releasees or their agents in connection with Claims described above and all similar provisions or rules of law. In this connection and to the greatest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters not known to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damage, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit the Releasees from any such unknown, unanticipated or unsuspected Claims, debts, and controversies which might in any way be included as a material portion of the consideration given to Seller by Buyer in exchange for Seller's performance hereunder. Without limiting the generality of the foregoing, the sale of the Assets shall be subject to all waivers of warranty and releases set forth in the Deed. Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 7.3. Seller and Buyer have each initialed this Section 7.3 to further indicate their awareness and acceptance of each and every provision hereof. The provisions of this Section 7.3 shall survive the Closing without limitation and shall not be deemed merged into any instrument or conveyance delivered at the Closing.

SELLER'S INITIALS: _____ BUYER'S INITIALS: _____

SECTION 7.4. DISCLAIMER. ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE ASSETS IS SOLELY FOR BUYER'S CONVENIENCE AND WAS OR WILL BE OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH

INFORMATION EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE CLOSING DOCUMENTS. SELLER SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, MISREPRESENTATION OR ANY FAILURE TO INVESTIGATE THE ASSETS NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISAL, ENVIRONMENTAL ASSESSMENT REPORTS OR OTHER INFORMATION PERTAINING TO THE ASSETS OR THE OPERATION THEREOF, FURNISHED BY SELLER, ITS REPRESENTATIVES OR ANY OTHER PERSON OR ENTITY ACTING ON SELLER'S BEHALF EXCEPT, IN EACH CASE, AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE CLOSING DOCUMENTS.

SELLER'S INITIALS: BUYER'S INITIALS:

_____ _____

ARTICLE VIII

TITLE AND PERMITTED EXCEPTIONS

SECTION 8.1. Title Insurance and Survey. The Hotel shall be sold and is to be conveyed, and Buyer agrees to purchase the Hotel, subject to the Permitted Exceptions.

SECTION 8.2. Title Commitment and Survey.

(a) Objections. Buyer has received and reviewed a copy of the Title Commitment and the Existing Survey. No later than five (5) Business Days after the Effective Date, Seller will order a new survey of the Land and Improvements for delivery to both Buyer and Seller (the "New Survey"), with Buyer being responsible for the cost of such New Survey. Furthermore, Buyer is solely responsible for obtaining any updated title commitments or any other title related matters Buyer desires with respect to the Assets at Buyer's sole cost and expense. Buyer shall have until not later than 5:00 p.m. Eastern Time on the date that is no later than ten (10) days prior to the end of the Due Diligence Period (the "Title Report Objection Date"), to notify Seller's attorney in writing (the "Title Report Objection Notice") as to any items shown on the Title Commitment (as updated if applicable) that Buyer believes are not Permitted Exceptions. Buyer's failure to timely deliver the Title Report Objection Notice on or prior to 5:00 p.m. Eastern Time on the Title Report Objection Date shall constitute Buyer's irrevocable acceptance of the Title Commitment and Buyer shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If Buyer timely delivers a Title Report Objection Notice, Seller shall have seven (7) days after receipt of such notice to notify Buyer (i) that Seller will attempt to remove or attempt to cause to be removed such objectionable exceptions from title on or before the Closing, in which case the provisions of Section 8.3(b) shall apply; or (ii) that Seller elects not to cause such exceptions to be removed at which time Buyer may elect, prior to the end of the Due Diligence Period, to either (x) accept the Title in its current condition, in which case such exceptions shall be deemed to be Permitted Exceptions, or (y) terminate this Agreement in which event the Deposit shall be promptly delivered to Seller and the parties shall have no further obligations to each other except for those that expressly survive the termination of this Agreement. Nothing in this Section shall require Seller, despite any election by Seller to attempt to discharge

any title exceptions, to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, other than with respect to the Post Effective Date Monetary Encumbrances and Post Effective Date Seller Encumbrances (as hereinafter defined) pursuant to Section 8.3 of this Agreement.

(b) Updates. If the Title Commitment is updated after the date hereof (an "Updated Title Commitment") and matters are shown on the Updated Title Commitment that are not shown on the Title Commitment and that do not constitute Permitted Exceptions, then Buyer shall have until not later than 5:00 p.m. Eastern Time on the date that is three (3) Business Days after its receipt of the Updated Title Commitment to notify Seller's attorney in writing (the "Updated Title Commitment Objection Notice") as to Buyer's objection to any such matters. Buyer's failure to deliver the Updated Title Commitment Objection Notice on or prior to 5:00 p.m. Eastern Time on the date that is three (3) Business Days after Buyer's receipt of the Updated Title Commitment shall constitute Buyer's irrevocable acceptance of the Updated Title Commitment and Buyer shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If Buyer timely delivers an Updated Title Commitment Objection Notice, Seller shall have three (3) Business Days after receipt of such notice to notify Buyer (i) that Seller will attempt to remove or attempt to cause to be removed such objectionable exceptions from title on or before the Closing, in which case the provisions of Section 8.3(b) shall apply; or (ii) that Seller elects not to cause such exceptions to be removed at which time Buyer may elect to accept the title in its current condition or terminate this Agreement by delivery of written notice to Seller no later than one (1) Business Day following Seller's delivery of the notice described in clause (ii) above, in which case the Deposit shall be released to Seller and the parties shall have no further obligations to each other except for those that expressly survive the termination of this Agreement. Nothing in this subsection shall require Seller, despite any election by Seller to attempt to discharge any title exceptions, to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, other than with respect to the Post Effective Date Monetary Encumbrances and Post Effective Date Seller Encumbrances (as hereinafter defined). Notwithstanding anything to the contrary set forth in this Agreement, if Buyer delivers an Updated Title Commitment Objection Notice less than three (3) Business Days prior to the scheduled Closing Date, Seller may adjourn the Closing Date for the period necessary to allow Seller three (3) Business Days to respond to the Updated Title Commitment Objection Notice prior to the Closing Date.

SECTION 8.3. Delivery of Title.

(a) Seller Encumbrances. As of the Closing, Seller shall obtain releases of or cause Title Company to insure over or against (i) the deeds of trust or mortgages created by Seller encumbering the Hotel, (ii) the Operating Lease, and (iii) any liens encumbering the Hotel affirmatively placed on the Hotel by Seller after the effective date of the Title Commitment ("Seller Encumbrances"). Other than as expressly set forth in this Agreement (including, without limitation, the first sentence of this Section 8.3(a), and the entirety of Section 8.3(c)), Seller shall not be required to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, nor shall Buyer have any right of action against Seller, at law or in equity, for Seller's inability to convey title subject only to the Permitted Exceptions.

(b) Rights of Termination. In the event that Seller is unable to convey title subject only to the Permitted Exceptions, and Buyer has not, prior to the Closing Date, given notice to Seller that Buyer is willing to waive objection to each title exception which is not a Permitted Exception, Seller shall have the right, in Seller's sole and absolute discretion, to (i) take such action as Seller shall deem advisable to attempt to discharge or cause Title Company to insure over or against each such title exception which is not a Permitted Exception or (ii) terminate this Agreement. In the event that Seller shall elect to attempt to discharge or cause Title Company to insure over or against such title exceptions which are not Permitted Exceptions, Seller shall be entitled to one or more adjournments of the Closing Date for a period not to exceed sixty (60) days in the aggregate. If, for any reason whatsoever, Seller has not discharged or caused Title Company to insure over or against such title exceptions which are not Permitted Exceptions prior to the expiration of the last of such adjournments, and if Buyer is not willing to waive objection to such title exceptions, this Agreement shall be terminated as of the expiration of the last of such adjournments. In the event of a termination of this Agreement pursuant to this Section 8.3(b), the Deposit shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder except for those that expressly survive the termination of this Agreement. Nothing in this clause (b) shall require Seller, despite any election by Seller to attempt to discharge or cause Title Company to insure over or against any title exceptions, to take or bring any action or proceeding or any other steps to remove any title exception or to expend any moneys therefor, other than with respect to the Seller Encumbrances and the Post Effective Date Monetary Encumbrances (as hereinafter defined).

(c) Post Effective Date Monetary Encumbrance. At the Closing, in addition to releasing or causing Title Company to insure over or against any Seller Encumbrances which Buyer does not waive its objection to pursuant to Section 8.3(b), Seller shall obtain a release of or cause Title Company to insure over or against any lien (other than liens that constitute Permitted Exceptions) encumbering the Hotel after the effective date of the Title Commitment which may be removed or insured over solely by the payment of a sum of money (a "Post Effective Date Monetary Encumbrance"); provided that Seller shall not be obligated to spend more than Fifty Thousand and No/100 Dollars ($50,000.00) in the aggregate to remove or insure over or against any Post-Effective Date Monetary Encumbrances, unless such Post-Effective Date Monetary Encumbrances were created by or expressly consented to by Seller.

(d) Endorsements. Buyer shall be entitled to request that the Title Company provide such endorsements (or amendments) to the Title Policy as Buyer may reasonably require, provided that (i) such endorsements (or amendments) shall be at no cost to, and shall impose no additional liability or obligation on, Seller, (ii) Buyer's obligations under this Agreement shall not be conditioned upon Buyer's ability to obtain such endorsements and, if Buyer is unable to obtain such endorsements, Buyer shall nevertheless be obligated to proceed to close the transactions contemplated by this Agreement without reduction of or set off against the Purchase Price, and (iii) the Closing shall not be delayed as a result of Buyer's request hereunder.

SECTION 8.4. Cooperation. In connection with obtaining the Title Policy, Buyer and Seller, as applicable, and to the extent requested by Title Company, will deliver to Title Company (a) evidence sufficient to establish (i) the legal existence of Buyer and Seller and (ii) the authority of the respective signatories of Seller and Buyer to bind Seller and Buyer, as the case may be, and (b) a certificate of good standing of Seller.

ARTICLE IX

TRANSACTION COSTS AND RISK OF LOSS

SECTION 9.1. Transaction Costs.

(a) Apportionment of Costs. In addition to their respective apportionment obligations hereunder, (i) Seller and Buyer shall each be responsible for the payment of the costs of their respective legal counsel, advisors and other professionals employed thereby in connection with the sale of the Assets; (ii) Buyer and Seller shall each be responsible for fifty percent (50%) of any escrow established under this Agreement (including, but not limited to, any fees and expenses of Escrow Agent); and (iii) Buyer shall be responsible for all costs and expenses associated with (A) Buyer's due diligence, (B) the policy premiums for the Title Policy, including, without limitation, any extended coverage or endorsements to the Title Policy and the cost of removing any so-called "standard exceptions" to the Title Policy, and the cost of obtaining the New Survey, (C) the policy premiums in respect of any mortgage title insurance obtained by Buyer, (D) all search costs with respect to the Assets and updates related thereto not included in the basic policy premium, (E) all taxes, levies, charges or fees incurred with respect to transfer, recording or other charges payable in connection with the assignment, transfer or conveyance of the Assets and the Asset-Related Property, and any fees payable to replace the goods or services provided under the Operating Contracts (which are not assigned or transferred to Buyer), (F) obtaining any financing Buyer may elect to obtain (including any fees, financing costs, mortgage and recordation taxes and documentary stamps in connection therewith), (G) the application for, the issuance of and/or the performance under the New Franchise Agreement (including, but not limited to, any fees, reimbursements or other amounts charged by Franchisor in connection with the issuance of the New Franchise Agreement to Buyer), and (H) all sales, use or similar taxes due in connection with the transfer of the portion of the Assets constituting personal property (including vehicles). Any other closing costs not specifically allocated by this Agreement shall be allocated in accordance with closing customs for similar properties located in the same metropolitan area as the Assets.

(b) Indemnification Each party to this Agreement shall indemnify the other parties and their respective successors and assigns from and against any and all loss, damage, cost, charge, liability or expense (including court costs and reasonable attorneys' fees) which such other party may sustain or incur as a result of the failure of either party to timely pay any of the aforementioned taxes, fees or other charges for which it has assumed responsibility under this section.

(c) Survival. The provisions of this Article IX shall survive the Closing or the termination of this Agreement without limitation.

SECTION 9.2. Risk of Loss.

(a) Condemnation and Casualty. If, after the Effective Date but on or before the Closing Date, the Hotel or any portion thereof shall be (i) damaged or destroyed by fire or other casualty or (ii) taken as a result of any condemnation or eminent domain proceeding, Seller shall promptly notify Buyer and, at Closing, Seller will credit against the Purchase Price payable by

Buyer at the Closing an amount equal to the net proceeds (other than on account of business or rental interruption relating to the period prior to Closing), if any, received by Seller as a result of such casualty or condemnation, less (i) the amount of any deductible paid by Seller (unless such casualty or condemnation constitutes a Material Casualty or Material Condemnation, as applicable), and (ii) any amounts spent by Seller to restore the Hotel. Subject to Section 9.2(d), if as of the Closing Date, Seller has not received any such insurance or condemnation proceeds, then the parties shall nevertheless consummate on the Closing Date the conveyance of the Assets (without any credit for such insurance or condemnation proceeds except for a credit for any deductible payable by Buyer under such insurance) and Seller will at the Closing assign to Buyer all rights of Seller, if any, to the insurance or condemnation proceeds (other than on account of business or rental interruption relating to the period prior to Closing) and to all other rights or claims arising out of or in connection with such casualty or condemnation.

(b) Right of Termination. Notwithstanding the provisions of Section 9.2(a), if, on or before the Closing Date, the Hotel or any portion thereof shall be (i) damaged or destroyed by a Material Casualty or (ii) taken as a result of a Material Condemnation, Buyer shall have the right, exercised by notice to Seller no more than five (5) days after Buyer has received notice of such Material Casualty or Material Condemnation, to terminate this Agreement, in which event the Deposit shall be refunded to Buyer and neither party shall have any further rights or obligations hereunder other than those which expressly survive the termination of this Agreement. If Buyer fails to timely terminate this Agreement in accordance with this Section 9.2(b), the provisions of Section 9.2(a) shall apply. As used in this Section 9.2(b), a "Material Casualty" shall mean any damage to the Hotel or any portion thereof by fire or other casualty that in Seller's reasonable judgment may be expected to cost in excess of twenty percent (20%) of the Purchase Price to repair. As used in this Section 9.2(b), a "Material Condemnation" shall mean a taking of the Hotel or any material portion thereof as a result of a condemnation or eminent domain proceedings that permanently impairs the use and value of such Hotel, and which cannot be restored to substantially the same use and value as before the taking.

(c) Seller Risk of Loss. Subject to the provisions of this Section 9.2, the risk of physical loss or damage to the Hotel shall remain with Seller until delivery of the Deed. Notwithstanding anything to the contrary set forth in this Agreement, it is acknowledged and agreed that the transactions contemplated by this Agreement, and the respective obligations of Buyer and Seller set forth in this Agreement, are not conditioned or contingent upon Seller maintaining pre-Closing performance levels of the Hotel, including, without limitation, the financial or operational condition of the Hotel or the satisfaction of any financial or operational projections, and any related post-Closing risk of loss shall be borne solely by Buyer.

(d) Extension of Closing. In the event the Hotel or any portion thereof shall be (i) damaged or destroyed by fire or other casualty or (ii) taken as a result of any condemnation or eminent domain proceeding, within, in each case, five (5) days prior to the Closing Date, at Seller's option, the Closing Date shall be extended by five (5) Business Days.

(e) Insurance Proceeds. Notwithstanding anything to the contrary set forth in this Agreement and except as assigned pursuant to the terms and conditions of Section 9.2(a), Buyer and Seller hereby agree that any insurance claims, insurance proceeds or other recoveries payable in connection with a casualty occurring prior to the Closing Date shall be retained by or

paid to Seller, and are not part of the Assets to be transferred to Buyer and Seller may take any action it deems desirable or necessary to collect same. If any such proceeds or recoveries are received by Buyer, Buyer shall promptly deliver the same to Seller. The provisions of this Section 9.2(e) shall survive the Closing without limitation.

ARTICLE X

ADJUSTMENTS

SECTION 10.1. Adjustments. Unless otherwise provided below, the following and all revenue and expenses are to be adjusted and prorated between Seller and Buyer as of 11:59 p.m. on the day preceding the Closing, local time for the Hotel (the "Cut-Off Time"), based upon a 365 day year, and the net amount thereof under this Section 10.1 shall be added to (if such net amount is in Seller's favor) or deducted from (if such net amount is in Buyer's favor) the Purchase Price payable at the Closing:

(a) Hotel Operations. All Hotel operating revenues and expenses (the "Hotel Operating Prorations") shall be adjusted as of 11:59 PM on the day preceding the Closing Date, local time for the Hotel, and the same shall be readjusted as of the Cut-Off Time following Closing on or prior to the Reconciliation Date.

(b) Taxes and Assessments. All real estate and personal property taxes and assessments and condominium assessments and fees, if any, levied against the Assets shall be prorated as of the Cut-Off Time between Buyer and Seller. If the amount of any such taxes is not ascertainable on the Closing Date, the proration for such taxes shall be based on the most recently available bill, and/or assessed valuations; provided, however, that after the Closing, Seller and Buyer shall reprorate the taxes and pay any deficiency in the original proration to the other party promptly upon receipt of the final bill for the relevant taxable period, subject to the provisions of Section 10.3. In the event that the Assets or any part thereof shall be or shall have been affected by an assessment or assessments, whether or not the same become payable in annual installments, Seller shall, at the Closing, be responsible for any installments due prior to the Closing and Buyer shall be responsible for any installments due on or after the Closing.

(c) Water and Sewer Charges, Utilities. All utility services shall be prorated as of the Cut-Off Time between Buyer and Seller. To the extent possible, readings shall be obtained for all utilities as of the Cut-Off Time. If not possible, the cost of such utilities shall be prorated between Seller and Buyer by estimating such cost on the basis of the most recent bill for such service; provided, however, that after the Closing, Seller and Buyer shall reprorate the amount for such utilities and pay any deficiency in the original proration to the other party promptly upon receipt of the actual bill for the relevant billing period. Seller shall receive a credit for all deposits transferred to Buyer or which remain on deposit for the benefit of Buyer with respect to such utility contracts, otherwise such deposits shall be refunded to Seller, as applicable.

(d) Operating Contracts. Charges and payments (including the reimbursement of expenses) under all Operating Contracts.

(e) Miscellaneous Revenues. Revenues, if any, arising out of any other income producing agreements not described in this Section 10.1.

(f) Inventory. Seller shall receive a credit for all Inventories and Retail Merchandise in unopened cases in an amount equal to Seller's actual cost (including sales and/or use tax) for such items.

(g) [Intentionally Omitted].

(h) Licenses and Permits. All amounts prepaid, accrued or due and payable under any Licenses and Permits (other than utilities which are separately prorated under Section 10.1(b)) transferred to Buyer shall be prorated as of the Cut-Off Time between Seller and Buyer. Seller shall receive a credit for all deposits made by Seller under the Licenses and Permits which are transferred to Buyer or which remain on deposit for the benefit of Buyer.

(i) Deposits for Bookings. Buyer shall receive a credit for all prepaid deposits for Bookings scheduled for accommodations or events on or after the Closing Date which Buyer is obligated to honor pursuant to this Agreement, except to the extent such deposits are transferred to Buyer.

(j) [Intentionally Omitted].

(k) Vending Machines. Seller shall remove all monies from all vending machines, laundry machines, pay telephones and other coin-operated equipment as of the Cut-Off Time and shall retain all monies collected therefrom as of the Cut-Off Time, and Buyer shall be entitled to any monies collected therefrom after the Cut-Off Time.

(l) Trade Payables. Except to the extent an adjustment or proration is made under another subsection of this Section 10.1, (i) Seller shall be responsible for all amounts payable to vendors, contractors or other suppliers of goods or services to the Hotel (the "Trade Payables") prior to the Cut-Off Time which are due and payable as of the Cut-Off Time for which goods or services have been delivered to the Hotel prior to Cut-Off Time, and (ii) Buyer shall receive a credit for the amount of such Trade Payables which have accrued, but are not yet due and payable as of the Cut-Off Time, and Buyer shall pay all such Trade Payables accrued after the Cut-Off Time when such Trade Payables become due and payable up to the amount of such credit (plus any late fees and penalties resulting from Buyer's failure to pay such Trade Payables when due); provided, however, Seller and Buyer shall reprorate the amount of credit for any Trade Payables and pay any deficiency in the original proration to the other party promptly upon receipt of the actual bill for such goods or services. Seller shall receive a credit for all advance payments or deposits made with respect to FF&E, Retail Merchandise, Property and Equipment, Inventories and other property ordered, but not delivered to the Hotel prior to the Cut-Off Time, and Buyer shall pay the amounts which become due and payable for such FF&E, Retail Merchandise, Property and Equipment, Inventories and other property which were ordered but not delivered prior to the Cut-Off time.

(m) Cash. Seller shall receive a credit for all cash on hand at the Hotel and all cash on deposit in any house bank at the Hotel as of the Closing (such credit to be determined at the Cut-Off Time). Seller shall retain all amounts in any operating accounts of the Hotel in any

bank, and there shall be no credit or adjustment hereunder with respect to such cash; provided, however, Seller shall receive a credit for any reserve fund or account established pursuant to the terms of the Management Agreement which Seller transfers to Buyer at Closing, if any.

(n) Employee Compensation. Seller shall be responsible for the following liabilities to or respecting Employees having accrued prior to the Cut-Off Time: all Employees' wages, bonuses, pension benefits, together with F.I.C.A. unemployment and other taxes and benefits due from any employer of such Employees excluding accrued sick leave and accrued but unearned vacation pay. Buyer shall be responsible for all other liabilities to or respecting Employees, whether having accrued prior to or after the Cut-Off Time. Buyer shall be responsible for all severance payments for Transferred Employees arising on or after the Closing and for all Employees not offered employment by Buyer (or its manager) as of the Closing on the same terms as those provided to such Employees by Manager on the day immediately preceding the Closing Date.

(o) Space Leases. All rents and other amounts prepaid, accrued or due and payable under any of the Space Leases shall be prorated as of the Cut-Off Time between Seller and Buyer. Buyer shall receive a credit for all security deposits, if any, held by Seller.

(p) Other. If applicable, the Purchase Price shall be adjusted at Closing to reflect the adjustment of any other item which, (i) under the express terms of this Agreement, is to be apportioned at Closing to effectuate the intent that, except as otherwise expressly provided herein, all items of operating revenue and operating expense of the Assets prior to the Cut-Off Time shall be for account of and paid by Seller and all items of operating revenue and operating expense of the Assets with respect to the period after the Cut-Off Time shall be for the account of and paid by Buyer, or (ii) is customarily prorated at the closing of similar transactions.

SECTION 10.2. Accounts Receivable.

(a) Guest Ledger. All revenues received or to be received from transient guests on account of room rents for the period prior to and including the Cut-Off Time shall belong to Seller. At Closing, Buyer shall receive a credit in an amount equal to: (i) all in-house guest folio credit balances (pre-payment of future stay), and (ii) one-half of all amounts charged to the Guest Ledger for the room night which includes the Cut-Off Time. For the period beginning on the day immediately following the Cut-Off Time, such revenues collected from the Guest Ledger shall belong to Buyer.

(b) Accounts Receivable (Other than Guest Ledger).

(i) Seller shall retain all Accounts Receivable and shall be solely responsible for collecting such Accounts Receivable, but Buyer shall promptly forward any Accounts Receivable received at the Hotel after the Closing to Seller.

(ii) The Accounts Receivable addressed in this Section 10.2(b) shall not include the Guest Ledger, which is addressed in Section 10.2(a).

SECTION 10.3. Re-Adjustment.

(a) Except as provided in Section 10.1(b), if any items to be adjusted pursuant to this Article X are not determinable at the Closing, the adjustment shall be made subsequent to the Closing when the charge is determined. Either Seller or Buyer may deliver to the other party no later than one hundred twenty (120) days following the Closing Date a schedule of prorations setting forth such party's determination of any adjustments to the prorations made at Closing that it believes are necessary to complete the prorations as set forth in this Article X (including the adjustment with respect to the Hotel Operating Prorations). Any errors or omissions in computing adjustments or readjustments at the Closing or thereafter shall be promptly corrected or made, provided that the party seeking to correct such error or omission or to make such readjustment shall have notified the other party of such error or omission or readjustment on or prior to the date that is one hundred eighty (180) days following the Closing (the "Reconciliation Date").

(b) The obligations of Seller and Buyer under this Article X shall survive the Closing for one hundred eighty (180) days.

ARTICLE XI

INDEMNIFICATION

SECTION 11.1. Indemnification by Seller. From and after the Closing and subject to Sections 11.3 and 11.4, Seller shall indemnify and hold Buyer, its Affiliates, members and partners, and the partners, shareholders, officers, directors, employees, representatives and agents of each of the foregoing (collectively, the "Buyer-Related Entities") harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) actually suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses ("Losses"), arising out of, or in any way relating to, (a) any breach of any representation or warranty of Seller set forth in this Agreement or in any Closing Document and (b) any breach of any covenant of Seller which expressly survives the Closing as set forth in this Agreement or in any Closing Document. Notwithstanding anything to the contrary set forth in this Agreement, Seller shall have no liability or obligation to indemnify and hold Buyer Related Entities harmless from any Losses to the extent such Losses results from or is related to any acts or omissions of Manager or results from or is related to any acts or omissions of any of the Buyer-Related Entities. The provisions of this Section 11.1 shall survive the Closing for the period set forth in Section 11.4.

SECTION 11.2. Indemnification by Buyer. From and after the Closing, Buyer shall indemnify and hold Seller, its Affiliates, members and partners, and the partners, shareholders, officers, directors, employees, representatives and agents of each of the foregoing (collectively, the "Seller-Related Entities") harmless from any and all Losses arising out of, or in any way relating to, (a) any breach of any representation or warranty by Buyer set forth in this Agreement or in any Closing Document and (b) any breach of any covenant of Buyer which expressly survives the Closing as set forth in this Agreement or in any Closing Document. The provisions of this Section 11.2 shall survive the Closing without limitation.

SECTION 11.3. Limitations on Indemnification. Notwithstanding the foregoing provisions of Section 11.1, (a) Seller shall not be required to indemnify Buyer or any Buyer-

Related Entities under this Agreement unless the aggregate of all amounts for which an indemnity would otherwise be payable by Seller under Section 11.1 or any other indemnity provisions of this Agreement exceeds the Basket Limitation and, in such event, Seller shall be responsible only for such amount in excess of the Basket Limitation, (b) in no event shall the liability of Seller with respect to the indemnification provided for in Section 11.1 or any other indemnity provisions of this Agreement exceed in the aggregate the Cap Limitation, and (c) if prior to the Closing, Buyer obtains or has knowledge of any inaccuracy or breach of any representation, warranty or covenant of Seller set forth in this Agreement (a "Buyer Waived Breach") and nonetheless proceeds with and consummates the Closing, then Buyer and any Buyer-Related Entities shall be deemed to have waived and forever renounced any right to assert a claim for indemnification under this Article XI for, or any other claim or cause of action under this Agreement, at law or in equity on account of any such Buyer Waived Breach.

SECTION 11.4. Survival. The representations, warranties and covenants of Seller set forth in this Agreement and the Closing Documents shall survive for a period of one hundred eighty (180) days after the Closing unless otherwise expressly provided for in this Agreement.

SECTION 11.5. Indemnification as Sole Remedy. If the Closing has occurred, the sole and exclusive remedy available to a party in the event of a breach by the other party to this Agreement of any representation, warranty, covenant or other provision of this Agreement or any Closing Document which survives the Closing shall be the indemnifications provided for under this Article XI, which indemnifications shall survive the Closing as provided in this Article XI without limitation.

ARTICLE XII

DEFAULT AND TERMINATION

SECTION 12.1. Seller's Termination.

(a) TERMINATION BY SELLER. THIS AGREEMENT MAY BE TERMINATED BY SELLER PRIOR TO THE CLOSING IF (I) ANY OF THE CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS SET FORTH IN SECTION 5.1 HAVE NOT BEEN SATISFIED OR WAIVED BY SELLER ON OR PRIOR TO THE CLOSING DATE OR (II) THERE IS A MATERIAL BREACH OR DEFAULT BY BUYER IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

(b) CONSEQUENCE OF TERMINATION. IN THE EVENT THIS AGREEMENT IS TERMINATED PURSUANT TO SECTION 12.1(a), ESCROW AGENT SHALL IMMEDIATELY DISBURSE THE DEPOSIT TO SELLER, AND UPON SUCH DISBURSEMENT, THIS AGREEMENT SHALL BE NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY RIGHTS OR OBLIGATIONS AGAINST OR TO THE OTHER, EXCEPT FOR THOSE PROVISIONS HEREOF WHICH BY THEIR TERMS EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT. IN THE EVENT THIS AGREEMENT IS TERMINATED PURSUANT TO SECTION 12.1(a)(II), BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR

ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER, AND AGREE THAT THE DEPOSIT IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT THIS AGREEMENT IS TERMINATED PURSUANT TO SECTION 12.1(a)(II), THE DEPOSIT SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY ESCROW AGENT TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT LIMIT BUYER'S OBLIGATION TO PAY TO SELLER ALL ATTORNEYS' FEES AND COSTS OF SELLER TO ENFORCE THE PROVISIONS OF THIS SECTION 12.1 OR LIMIT BUYER'S INDEMNITY OBLIGATIONS OWED TO SELLER PURSUANT TO THIS AGREEMENT WHICH SURVIVE A TERMINATION OF THIS AGREEMENT. THE PAYMENT OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

SELLER'S INITIALS: BUYER'S INITIALS:

_____ _____

SECTION 12.2. Buyer's Termination.

(a) TERMINATION BY BUYER. IF ANY OF THE CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS SET FORTH IN SECTION 5.2 HAVE NOT BEEN SATISFIED OR WAIVED BY BUYER ON OR PRIOR TO THE THEN-SCHEDULED CLOSING DATE FOR ANY REASON, OTHER THAN BUYER'S BREACH OR DEFAULT UNDER THIS AGREEMENT (THE "UNSATISFIED CP"), THEN IF BUYER INTENDS TO TERMINATE THIS AGREEMENT BECAUSE OF THE UNSATISFIED CP, BUYER MUST FIRST SEND WRITTEN NOTICE THEREOF TO SELLER SETTING FORTH IN DETAIL THE UNSATISFIED CP (THE "UNSATISFIED CP NOTICE"). SELLER SHALL THEN HAVE UNTIL THE LATER OF (A) THE CLOSING DATE, AND (B) FIVE (5) BUSINESS DAYS AFTER SELLER'S RECEIPT OF THE UNSATISFIED CP NOTICE (THE "UNSATISFIED CP CURE DEADLINE") TO SATISFY SUCH UNSATISFIED CP. ONLY IF SUCH UNSATISFIED CP REMAINS UNSATISFIED AS OF THE UNSATISFIED CP CURE DEADLINE SHALL BUYER THEN HAVE THE RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THIS SECTION 12.2(a) BY SENDING WRITTEN NOTICE THEREOF TO SELLER AND ESCROW AGENT, IN WHICH CASE, ESCROW AGENT SHALL DISBURSE THE DEPOSIT TO BUYER, AS BUYER'S SOLE AND EXCLUSIVE REMEDY, AND UPON SUCH DISBURSEMENT, THIS AGREEMENT SHALL BE TERMINATED AND OF NO FURTHER FORCE OR EFFECT, EXCEPT FOR THOSE PROVISIONS WHICH EXPRESSLY SURVIVE SUCH TERMINATION.

(b) REMEDIES FOR SELLER DEFAULT. IF SELLER SHALL MATERIALLY DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT TO CAUSE THE SALE OF THE ASSETS AS OF THE LATER OF THE CLOSING DATE OR FIVE (5) BUSINESS DAYS AFTER SELLER'S RECEIPT OF BUYER'S WRITTEN NOTICE THEREOF BUYER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY EITHER (I) TERMINATE THIS AGREEMENT AND DIRECT ESCROW AGENT TO

DELIVER THE DEPOSIT TO BUYER AND RETAIN THE DEPOSIT, AT WHICH TIME THIS AGREEMENT SHALL BE TERMINATED AND OF NO FURTHER FORCE AND EFFECT EXCEPT FOR THE PROVISIONS WHICH EXPRESSLY SURVIVE SUCH TERMINATION, OR (II) IF (A) SELLER'S DEFAULT CONSTITUTES A WILLFUL AND INTENTIONAL REFUSAL OR FAILURE TO CONVEY THE ASSETS AS PROVIDED IN THIS AGREEMENT FOR ANY REASON OTHER THAN A PROVISION OF THIS AGREEMENT THAT (1) PERMITS SELLER TO TERMINATE THIS AGREEMENT, (2) RELIEVES SELLER OF THE OBLIGATION TO CONVEY THE ASSETS OR (3) CONDITIONS SELLER'S OBLIGATION TO CONVEY THE ASSETS AND SUCH CONDITION HAS NOT BEEN SATISFIED, AND (B) BUYER HAS (1) WAIVED ALL CONDITIONS TO CLOSING FOR THE BENEFIT OF BUYER UNDER THIS AGREEMENT, (2) HAS DELIVERED TO ESCROW AGENT AND TITLE COMPANY THE DOCUMENTS, INSTRUMENTS AND OTHER ITEMS REQUIRED TO BE DELIVERED BY BUYER AT THE CLOSING, INCLUDING IMMEDIATELY AVAILABLE FUNDS ON ACCOUNT OF THE PURCHASE PRICE, TOGETHER WITH AN UNCONDITIONAL WRITTEN INSTRUCTION TO PROCEED TO THE CLOSING, AND (3) SELLER THEREAFTER FAILS OR REFUSES TO DELIVER TO ESCROW AGENT WITHIN THREE (3) BUSINESS DAYS THEREAFTER THE DOCUMENTS AND INSTRUMENTS REQUIRED TO BE DELIVERED BY SELLER AT THE CLOSING, THEN BUYER MAY, IN LIEU OF EXERCISING THE REMEDY PROVIDED FOR IN SECTION 12.2(b)(I) (BUT NOT IN ADDITION THERETO), COMMENCE APPROPRIATE LEGAL PROCEEDINGS SEEKING TO ENFORCE SELLER'S OBLIGATION TO CONVEY THE ASSETS THROUGH SPECIFIC PERFORMANCE (INCLUDING THE RIGHT TO FILE/RECORD A LIS PENDENS); PROVIDED, HOWEVER, THAT NO SUCH PROCEEDING FOR SPECIFIC PERFORMANCE SHALL REQUIRE SELLER TO DO ANY OF THE FOLLOWING (UNLESS OTHERWISE EXPRESSLY REQUIRED OF SELLER BY THIS AGREEMENT): (X) CHANGE THE PHYSICAL CONDITION OF THE ASSETS OR RESTORE THE SAME AFTER FIRE, CASUALTY OR CONDEMNATION; (Y) EXPEND MONEY OR POST A BOND TO REMOVE A TITLE OBJECTION OR OTHER TITLE DEFECT OR CORRECT ANY MATTER SHOWN ON THE EXISTING SURVEY (EXCEPT AS SET FORTH IN SECTION 8.3(c)); OR (Z) SECURE ANY PERMIT, APPROVAL, CONSENT OR OTHER AGREEMENT OR INSTRUMENT FROM ANY THIRD PARTY NOT AFFILIATED WITH SELLER WITH RESPECT TO THE ASSETS OR SELLER'S CONVEYANCE OF THE ASSETS; PROVIDED, FURTHER, THAT THE REMEDY PROVIDED FOR IN THIS SECTION 12.2(b)(II) SHALL BE AVAILABLE TO BUYER ONLY IF BUYER COMMENCES SUCH PROCEEDING WITHIN NOT MORE THAN FIFTEEN (15) DAYS AFTER THE SCHEDULED CLOSING DATE. FAILURE TO FILE A SUIT FOR SPECIFIC PERFORMANCE WITHIN FIFTEEN (15) DAYS AFTER THE SCHEDULED CLOSING DATE SHALL BE DEEMED A WAIVER OF SUCH REMEDY. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY BUYER AS A RESULT OF SUCH DEFAULT BY SELLER, AND AGREE THAT THE REMEDY SET FORTH IN CLAUSE (I) ABOVE IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT SELLER BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE SALE, AND BUYER DOES NOT EXERCISE THE REMEDY SET FORTH IN CLAUSE (II) ABOVE, THEREBY LIMITING IT TO THE REMEDY SET FORTH IN CLAUSE (I) ABOVE, THE DELIVERY OF THE DEPOSIT TO BUYER SHALL CONSTITUTE AND BE

DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF BUYER WHICH IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO BUYER. BUYER AGREES TO, AND DOES HEREBY, WAIVE ALL OTHER REMEDIES AGAINST SELLER WHICH BUYER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY SELLER.

SELLER'S INITIALS: BUYER'S INITIALS:

_____ _____

ARTICLE XIII

REAL PROPERTY TAX REDUCTION PROCEEDINGS

SECTION 13.1. Prosecution and Settlement of Proceedings. Seller reserves unto itself and shall have the right to initiate, prosecute and/or settle any tax reduction proceedings in respect of the Hotel relating to any period of Seller's ownership of the Hotel; provided, however, that Seller shall not settle any tax reduction proceedings in respect of the Hotel relating to or affecting taxes attributable to the fiscal year in which the Closing occurs without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall reasonably cooperate with Seller in connection with the prosecution of any such tax reduction proceedings.

SECTION 13.2. Application of Refunds or Savings. Any refunds or savings in the payment of taxes resulting from such tax reduction proceedings applicable to taxes payable during the period prior to the date of the Closing shall belong to and be the property of Seller, and any refunds or savings in the payment of taxes applicable to taxes payable from and after the date of the Closing shall belong to and be the property of Buyer. All attorneys' fees and other expenses incurred in obtaining such refunds or savings shall be apportioned between Seller and Buyer in proportion to the gross amount of such refunds or savings payable to Seller and Buyer, respectively (without regard to any amounts reimbursable to tenants); provided, however, that neither Seller nor Buyer shall have any liability for any such fees or expenses in excess of the refunds or savings paid to such party unless such party initiated such proceeding.

SECTION 13.3. Survival. The provisions of this Article XIII shall survive the Closing without limitation.

ARTICLE XIV

MISCELLANEOUS

SECTION 14.1. Use of Extended Stay America Name. Buyer hereby acknowledges and agrees that neither Buyer nor any affiliate, successor, assignee or designee of Buyer shall be entitled to use the name "Extended Stay America" or "ESA" in any way whatsoever except as permitted pursuant to Buyer's New Franchise Agreement. The provisions of this Section 14.1 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 14.2. Exculpation of Seller. Notwithstanding anything to the contrary set forth in this Agreement, Seller's shareholders, partners, members, the partners or members of such partners, the shareholders of such partners, members, and the trustees, officers, directors, employees, agents and security holders of Seller and the partners or members of Seller assume no personal liability for any obligations entered into on behalf of Seller and its individual assets shall not be subject to any claims of any person relating to such obligations. The foregoing shall govern any direct and indirect obligations of Seller under this Agreement. The provisions of this Section 14.2 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 14.3. Brokers.

(a) Seller's Representations and Warranty. Seller represents and warrants to Buyer, as of the date hereof and as of the Closing, that it has dealt with no broker, salesperson, finder or consultant with respect to this Agreement or the transactions contemplated hereby other than Broker. Seller agrees to indemnify, protect, defend and hold Buyer harmless from and against all claims, losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees and disbursements) and charges resulting from Seller's breach of the foregoing representation in this Section 14.3(a). Seller shall be responsible for the payment of any amounts due Broker. The provisions of this Section 14.3(a) shall survive the Closing or any termination of this Agreement without limitation.

(b) Buyer's Representations and Warranty. Buyer represents and warrants to Seller, as of the date hereof and as of the Closing, that it has dealt with no broker, salesman, finder or consultant with respect to this Agreement or the transactions contemplated hereby other than Broker. Buyer agrees to indemnify, protect, defend and hold Seller harmless from and against all claims, losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees and disbursements) and charges resulting from Buyer's breach of the foregoing representations in this Section 14.3(b). The provisions of this Section 14.3(b) shall survive the Closing or any termination of this Agreement without limitation.

SECTION 14.4. Confidentiality, Press Release and IRS Reporting Requirements.

(a) Confidentiality. Buyer and Seller, and each of their respective Affiliates shall hold as confidential all information disclosed in connection with the transactions contemplated hereby and concerning each other, the Assets, this Agreement and the transactions contemplated hereby and shall not release any such information to third parties without the prior written consent of the other parties hereto, except (i) any information which was previously or is hereafter publicly disclosed (other than in violation of this Agreement or other confidentiality agreements with Seller or its Affiliates to which Buyer or Affiliates of Buyer are parties), (ii) to their partners, advisers, underwriters, analysts, employees, Affiliates, officers, directors, consultants, lenders, accountants, legal counsel, title companies or other advisors of any of the foregoing, provided that they are advised as to the confidential nature of such information and are instructed to maintain such confidentiality and (iii) to comply with any law, rule or regulation (including without limitation those of the United States Securities and Exchange Commission). The foregoing shall constitute a modification of any prior confidentiality agreement that may have been entered into by the parties. The provisions of this Section 14.4 shall survive the Closing or the termination of this Agreement for a period of one (1) year; provided that the Buyer may not at

any time following Closing or termination of this Agreement disclose the identity of Seller's direct or indirect owners.

(b) Press Release. Seller or Buyer may issue a press release with respect to this Agreement and the transactions contemplated hereby, provided that the content of any such press release shall be subject to the prior written consent of the other party hereto and in no event shall any such press release issued by Buyer disclose the identity of Seller, Seller's direct or indirect beneficial owners by name or the consideration paid to Seller for the Assets.

(c) IRS Reporting Requirements. For the purpose of complying with any information reporting requirements or other rules and regulations of the IRS that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement, including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively, the "IRS Reporting Requirements"), Seller and Buyer hereby designate and appoint Escrow Agent to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. Escrow Agent hereby acknowledges and accepts such designation and appointment and agrees to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Agreement. Without limiting the responsibility and obligations of Escrow Agent as the Reporting Person, Seller and Buyer hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including, but not limited to, the requirement that Seller and Buyer each retain an original counterpart of this Agreement for at least four years following the calendar year of the Closing.

SECTION 14.5. Escrow Provisions.

(a) Escrow Account. Escrow Agent shall hold the Deposit in escrow in an interest-bearing bank account at a federally insured banking institution (the "Escrow Account").

(b) Responsibility of Escrow Agent. Escrow Agent shall hold the Deposit in escrow in the Escrow Account until the Closing or sooner termination of this Agreement and shall hold or apply such proceeds in accordance with the terms of this Section 14.5(b). Seller and Buyer understand that no interest is earned on the Deposit during the time it takes to transfer into and out of the Escrow Account. Buyer agrees and understands that in order to open an interest-bearing account, Buyer must provide to Escrow Agent a completed W-9 form acceptable to the Escrow Agent. At the Closing, the Deposit shall be paid by Escrow Agent to, or at the direction of, Seller. If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of such amount, Escrow Agent shall, within one (1) Business Day, give written notice to the other party of such demand. If Escrow Agent does not receive a written objection within five (5) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by joint written instructions from the parties to this Agreement or a final judgment of a court of competent jurisdiction. However, Escrow Agent shall have the right at any time to deposit the Deposit with

the clerk of the court of [State where Asset located]. Escrow Agent shall give written notice of such deposit to Seller and Buyer. Upon such deposit Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(c) Liability of Escrow Agent. The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and Escrow Agent shall not be liable to either of the parties for any act or omission on its part, other than for its gross negligence or willful misconduct. Seller and Buyer shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including attorneys' fees and disbursements, incurred in connection with the performance of Escrow Agent's duties hereunder.

(d) Acknowledgement. Escrow Agent has acknowledged its agreement to these provisions by signing this Agreement in the place indicated following the signatures of Seller and Buyer.

SECTION 14.6. Successors and Assigns and No Third-Party Beneficiaries. The stipulations, terms, covenants and agreements set forth in this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns (including any successor entity after a public offering of stock, merger, consolidation, purchase or other similar transaction involving a party hereto) and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 14.7. Assignment. This Agreement may not be assigned by Buyer without the prior written consent of Seller. Notwithstanding the foregoing sentence, Buyer may assign this Agreement once to an Affiliate of Buyer without the written consent of Seller provided that (i) at least ten (10) days prior to Closing, Buyer provides Seller with a fully executed and enforceable assignment of this Agreement which includes a statement that all representations and warranties of the Buyer outlined in Section 4.1 are true of such Affiliate of Buyer taking assignment of this Agreement together with an updated Schedule 4.1(d)(vii), (ii) Buyer will continue to remain liable under this Agreement notwithstanding any such assignment, and (iii) such Affiliate of Buyer taking assignment of this Agreement has been approved in writing by Franchisor as a new franchisee under the "**Extended Stay America Suites**" brand as a part of the Franchise Approval. In the event Buyer assigns its rights under this Agreement, Buyer shall be solely responsible for any realty transfer taxes assessed as a result thereof, and shall pay such additional taxes at settlement and recording of the Deed. Seller shall have no liability for any realty transfer taxes, interest and penalties assessed based on any consideration greater than the Purchase Price set forth herein, and Buyer shall indemnify, defend and hold Seller harmless from any costs, liability or expense incurred by Seller in connection with an assignment of this Agreement by Buyer, including, without limitation, any transfer taxes and legal fees incurred by Seller in connection therewith. Seller may assign or transfer its rights or obligations under this Agreement and title to any or all of the Assets to any one or more of Seller's Affiliates without the consent of Buyer or any person or entity.

SECTION 14.8. Further Assurances. From time to time, as and when requested by any party hereto, the other party shall execute and deliver, or cause to be executed and delivered, all

such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement; provided, however, (i) the failure of any such party to comply with the foregoing terms of this Section 14.8 shall not constitute a default under, or breach of, the terms of this Agreement or the failure of any condition to the other party's obligation to consummate the transactions contemplated herein in accordance with the terms of this Agreement, and (ii) nothing set forth in this Section 14.8 shall be construed as permitting any party to adjourn or otherwise delay the Closing.

SECTION 14.9. Notices. All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and shall be (i) personally delivered, (ii) delivered by express mail, Federal Express or other comparable overnight courier service, or (iii) mailed to the party to which the notice, demand or request is being made by certified or registered mail, postage prepaid, return receipt requested, or (iv) sent by electronic mail, addressed as follows (provided that in connection with sending notices pursuant to clauses (i) through (iii) of this Section 14.9, a copy of such written notice shall also be delivered by electronic mail):

(a) To Seller:

[_____]
13024 Ballantyne Corporate Place, Suite 1000
Charlotte, North Carolina 28277
Attention: General Counsel
Email: abrockington@extendedstay.com
cdekle@extendedstay.com

with copies thereof to:

Jackson Walker LLP
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Attention: Cynthia B. Nelson and Lamar H. Dowling
Email: cbnelson@jw.com and ldowling@jw.com

(b) To Buyer:

_____
_____
_____
_____
Attention: _____
Telephone: _____
Email: _____
with copies thereof to:
_____
_____
_____

Attention: _____
Telephone: _____
Email: _____

(c) To Escrow Agent/Title Company [Confirm correct contact information with Escrow Agent/Title Company]:

[Essex Title LLC
325 S. Old Woodward Avenue, Second Floor
Birmingham, Michigan 48009
Attention: Fanny Trataros
Email: fanny@essextitle.com

OR

Lexington National Land Services
420 Lexington Avenue, Suite 1820
New York, New York 10170
Attention: Alison Ando
Email: aando@lexnls.com]

All notices (x) shall be deemed to have been given on the date that the same shall have been delivered in accordance with the provisions of this section (for purposes of clarification, notices given by electronic mail shall be deemed given on the date received), and (y) may be given either by a party or by such party's attorneys. Any party may, from time to time, specify as its address for purposes of this Agreement any other address upon the giving of ten (10) days' prior notice thereof to the other parties.

SECTION 14.10. Entire Agreement. This Agreement, along with the exhibits and schedules hereto contains all of the terms agreed upon between the parties hereto with respect to the subject matter hereof, and all understandings and agreements heretofore had or made among the parties hereto are merged in this Agreement which alone fully and completely expresses the agreement of the parties hereto.

SECTION 14.11. Amendments. This Agreement may not be amended, modified, supplemented or terminated, nor may any of the obligations of Seller or Buyer hereunder be waived, except by written agreement executed by the party or parties to be charged.

SECTION 14.12. No Waiver. No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

SECTION 14.13. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of [State where Asset located].

SECTION 14.14. Submission to Jurisdiction. Each of Buyer and Seller irrevocably submits to the exclusive jurisdiction of (a) the [_____] Court of the State of [State where Asset located], and (b) the United States District Court for the [_____] District of [State where Asset located] for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of Buyer and Seller further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in [State where Asset located] with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of Buyer and Seller irrevocably and unconditionally waives trial by jury and irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the [_____] Court of the State of [State where Asset located], and (ii) the United States District Court for the [_____] District of [State where Asset located], and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 14.15. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14.16. Section Headings. The headings of the various sections of this Agreement have been inserted only for purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

SECTION 14.17. Counterparts; E-Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, and any other document necessary for the consummation of the transaction contemplated by this Agreement, may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

SECTION 14.18. Acceptance of Deed. The acceptance of the Deed by Buyer shall be deemed full compliance by Seller of all of Seller's obligations under this Agreement except for those obligations of Seller which are specifically stated to survive the delivery of the Deed or the

Closing hereunder. The provisions of this Section 14.18 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 14.19. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

SECTION 14.20. Recordation. Neither this Agreement nor any memorandum or notice of this Agreement may be recorded by any party hereto without the prior written consent of the other party hereto. Except in accordance with the terms and conditions of Section 12.2(b), Buyer also agrees not to file any lis pendens or other instrument against the Assets in connection herewith. In furtherance of the foregoing, Buyer (i) acknowledges that the filing of a lis pendens or other evidence of Buyer's rights or the existence of this Agreement against or encumbering the Assets could cause significant monetary and other damages to Seller, and (ii) hereby indemnifies the Seller-Related Entities from and against any and all liabilities, damages, losses, costs or expenses (including without limitation attorneys' fees and expenses) arising out of a breach of this Section 14.20. The provisions of this Section 14.20 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 14.21. **WAIVER OF JURY TRIAL. SELLER AND BUYER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 14.21 SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT WITHOUT LIMITATION.**

SECTION 14.22. Time is of the Essence. Seller and Buyer agree that time is of the essence with respect to the obligations of Buyer and Seller under this Agreement.

SECTION 14.23. Third Party Beneficiary. Buyer hereby (a) acknowledges that Title Company/Escrow Agent is an indirect affiliate of Seller and Franchisor is an affiliate of Seller, and (b) agrees that such affiliation shall not, in any event or circumstance, be asserted by Buyer, or any affiliate, successor, or assign of Buyer, as a grounds or basis, in whole or in part, for (i) any defense with respect to Buyer's obligations under this Agreement, (ii) the annulment, avoidance, invalidation, rescission, or termination of this Agreement, (iii) the annulment, avoidance, disregard, invalidation, qualification, or modification of any limitations with respect to Seller's liability under this Agreement or in the Closing Documents, (iv) any expansion or imposition of a covenant, representation, or warranty of Seller under this Agreement or in the Closing Documents with respect to the title to be conveyed pursuant to this Agreement, (v) any expansion or imposition of liability under the Title Policy beyond the express terms thereof, or (vi) any other claim, at law or in equity, against Seller, Title Company/Escrow Agent, Franchisor, or any direct or indirect member, partner, shareholder, director, officer, or employee of either such party. Notwithstanding anything to the contrary contained in this Agreement, Title Company/Escrow Agent and Franchisor shall be considered to be third-party beneficiaries of Buyer's covenants as set forth in this Section 14.23. The provisions of this Section 14.23 shall survive the Closing or any termination of this Agreement without limitation.

SECTION 14.24. Prevailing Party. Should either party employ an attorney to enforce any of the provisions hereof (whether before or after Closing, and including any claims or actions involving amounts held in escrow) or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction.

SECTION 14.25. Anti-Terrorism Law. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, the Executive Order, the other Anti-Money Laundering and Anti-Terrorism Laws, or any other Laws, regulations or executive orders designed to combat terrorism, drug-trafficking or money laundering, if applicable, to this Agreement. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury (the "Government List"), as last updated prior to the date of this Agreement.

SECTION 14.26. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day.

SECTION 14.27. Like-Kind Exchange. Seller and Buyer agree that any party hereto may elect to structure the purchase or sale of the Hotel within the meaning of Section 1031 of the Internal Revenue Code by assigning its rights, but not its obligations, hereunder to a qualified intermediary as provided in Income Tax Regulations Section 1.1031(k)-1(g)(4) on or before the Closing Date, provided that (a) the other party will not be required to incur any costs as a result of such like-kind exchange, (b) the Closing Date shall not be adjourned or delayed by reason thereof, (c) the other parties will incur no expense, liability or obligation, in connection with such structuring, other than acknowledging and consenting to the exchanging party's assignment in connection with such exchange, (d) the exchanging party shall remain liable for all of its obligations, representations and warranties set forth in this Agreement, and (e) the exchanging party shall indemnify the other parties and hold them harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees and any additional taxes of any nature resulting from such like-kind exchange (including, but not limited to, any additional income, real estate, recordation or transfer taxes), to the extent actually incurred, relating to the participation in such like-kind exchange. This Agreement and the obligations hereunder are not subject to or conditioned on the ability to consummate a like-kind exchange, and the party or parties requesting the like-kind exchange shall be responsible for the payment of all deposits and other costs required to be paid by the "seller" pursuant to the like-kind exchange documents and for making all determinations as to the legal sufficiency or other consideration, including, but not limited to, tax considerations, relating to such like-kind exchange documents. The party or parties not requesting the like-kind exchange, in so cooperating in any like-kind exchange transaction arranged by the other party, shall in no event be responsible for, or in any way warrant, the tax consequences of the like-kind exchange transaction

affecting the requesting party. The provisions of this Section 14.27 shall survive the Closing of this Agreement.

SECTION 14.28. Joint and Several. To the extent that Buyer is comprised of more than one entity, the obligations and liabilities of Buyer hereunder shall be joint and several.Intentionally Omitted. [REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

SELLER:
[SELLER],
a(n) [Seller's State of Organization] [Seller's Entity Type]

By:_____
Name:_____
Title:_____

BUYER:

[BUYER],
a(n) [Buyer's State of Organization] [Buyer's Entity Type]

By:_____
Name:_____
Title:_____

JOINDER BY ESCROW AGENT

_____, referred to in this Agreement as the "Escrow Agent," hereby acknowledges that it received this Agreement executed by Seller and Buyer as of the ___ day of _____, 2026, and accepts the obligations of Escrow Agent as set forth herein. Escrow Agent further acknowledges that it received the Initial Deposit on the ____ day of _____, 2026. Escrow Agent hereby agrees to hold and distribute the Deposit in accordance with the terms and provisions of the Agreement.

_____

By: _____
Name: _____
Title: _____

SCHEDULE A

LEGAL DESCRIPTION

SCHEDULE A-1

Hotel Facilities and Other Improvements

[TO COME]

SCHEDULE A-2

List of Title Commitments and Existing Surveys

[TO COME]

SCHEDULE A-3

Management Agreement

The management agreement between Operating Lessee and Manager for the management or operation of the Hotel.

SCHEDULE A-4

Purchase Price Allocation

	Purchase Price
Land	$_____
Building	$_____
FF&E	$_____
Intangibles	$_____
TOTAL	**$_____**

SCHEDULE 2.1(c)

EXCLUDED FIXTURES, PERSONAL PROPERTY OR EQUIPMENT

Back Office Equipment – ADP Employee Network Time Clock

HotelKey – PMS – Ingenico Lane 3000 EMV Credit Card PIN Pad Terminals (2)

Credit card readers on guest laundry machines

Vending machines

Audit packs

Rooming lists from prior to Closing

VDS (velocity) equipment

EMV terminals

Laundry and Cleaning Dispensing Equipment (P&G and Ecolab)

Spartan Floor Cleaning Dispenser

Outside Waste Container

CDS Gateway

VBand 5.0/VBand 4.0

Yeastar

Set Top Boxes

SCHEDULE 3.2(a)

OPERATING CONTRACTS

[TO COME]

SCHEDULE 3.2(b)

LIST OF EQUIPMENT LEASES

[TO COME]

SCHEDULE 3.2(c)

LIST OF SPACE LEASES

[TO COME]

SCHEDULE 3.2(e)

LITIGATION

[TO COME]

SCHEDULE 4.1(d)(vii)

Counterparty Role	First Name	Middle Name	Last Name	Country of Residence	State of Residence	Date of Birth	Link to Public Profile
25+% Owner (if any)							
CEO/Key Person							
Buyer's Knowledge Party							
Notice Party							
Signatory							

SCHEDULE 4.5(e)

FRANCHISE TERMS

Site Locations:	[Insert]
Owner Representative:	Name: Title: Company: Address: Email: Phone:
Brand	Extended Stay America [Suites/Select Suites]
Term	20 Years
Initial Franchise Fee (Per Property):	$50,000 Paid at Closing
Franchise Royalty Fee:	5.5% of Gross Room Revenue
Franchise System Fee:	4.5% of Gross Room Revenue
Area of Protection:	The area of protection for the hotel will be [Insert] ([Insert]) miles.

EXHIBIT A

FORM OF ASSIGNMENT OF CONTRACTS AND LEASES

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND LEASES dated as of _____ ___, 2026, by and among _____, having an address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277 ("Seller"), and _____, having an address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277 ("Operating Lessee" and collectively with Seller, "Assignor"), and _____ having an address at _____ ("Assignee").

Background

This Assignment and Assumption of Contracts and Leases is being executed and delivered pursuant to that certain Agreement of Purchase and Sale dated as of _____, 2026 (as assigned and/or amended, the "Purchase Agreement") between Seller, as seller, and Assignee, as buyer. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Assignment and Assumption

In consideration of Ten ($10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in and to:

(i) all Operating Contracts, including without limitation the contracts set forth on Schedule A attached hereto (collectively, the "Contracts");

(ii) all Equipment Leases, including without limitation the leases set forth on Schedule B attached hereto;

(iii) all Space Leases set forth on Schedule C attached hereto;

(iv) to the extent assignable, all of Assignor's right, title and interest in and to all warranties and guarantees, if any, relating to the personal property located on the Land or in the buildings and other improvements located thereon (collectively, the "Warranties"); and

(v) all Bookings at the Hotel for dates after the date hereof.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions set forth in the Agreements.

Assignee hereby assumes the performance of all of the terms, covenants and conditions of the Contracts, the Equipment Leases, the Space Leases set forth on Schedule C attached hereto, and the Bookings on the Assignor's part to be performed thereunder from and after the date hereof and will perform all of the terms, covenants and conditions of the Contracts, the Equipment Leases,

the Space Leases set forth on Schedule C, and the Bookings arising or accruing from and after the date hereof, all with the same force and effect as though the Assignee had signed such Contracts, Equipment Leases, Space Leases, and Bookings as a party named therein.

This Assignment is made without warranty or representation, express or implied, by, or recourse against, Assignor of any kind or nature whatsoever except as expressly provided in Section 3.2 of the Purchase Agreement.

This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this instrument as of the day first above written.

ASSIGNOR:

_____,
a _____

By: _____
Name:
Title:

_____,
a _____

By: _____
Name:
Title:

ASSIGNEE:

_____,
a _____

By: _____
Name:
Title:

Schedules:

Schedule A	Contracts
Schedule B	Equipment Leases
Schedule C	Space Leases

EXHIBIT B

FORM OF DEED

[STATE SPECIFIC]

EXHIBIT C

FORM OF BILL OF SALE

[_____], having an address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277 (hereinafter referred to as "Property Owner"), and _____, having an address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277 (hereinafter referred to as "Operating Lessee" and collectively with Property Owner, "Seller"), in consideration of Ten ($10.00) Dollars in hand paid by _____ having a mailing address at _____ (hereinafter referred to as "Buyer"), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, grant, assign, convey, transfer, set over, and quit-claim unto Buyer, its successors and assigns, other than with respect to any Excluded Property, all of Seller's right, title and interest in and to the FF&E, the Property and Equipment, the Inventories, and the Retail Merchandise (all of the property and interests hereinbefore described are hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Buyer, its successors and assigns forever.

This Bill of Sale is made without warranty or representation, express or implied, by, or recourse against, Seller of any kind or nature whatsoever except as expressly provided in Section 3.2 of the Agreement of Purchase and Sale dated as of _____, 2026 between Property Owner and Buyer (as assigned and/or amended, the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

This Bill of Sale has been duly executed by Seller as of the ____ day of _____, 2026.

[Remainder of Page Intentionally Blank; Signature Page Follows]

SELLER:

_____,
a _____

By: _____
Name: _____
Title: _____

_____,
a _____

By: _____
Name: _____
Title: _____

Schedule:
Schedule A Description of Premises

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION OF LICENSES AND PERMITS

ASSIGNMENT AND ASSUMPTION OF LICENSES AND PERMITS dated as of _____ ___, 2026, by and among _____, having an address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277 ("Seller"), and _____, having an address at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, North Carolina 28277 ("Operating Lessee" and collectively with Seller, "Assignor"), and _____ having an address at _____ ("Assignee").

Background

This Assignment and Assumption of Licenses and Permits is being executed and delivered pursuant to that certain Agreement of Purchase and Sale dated as of _____, 2026 (as assigned and/or amended, the "Purchase Agreement") between Seller, as seller, and Assignee, as buyer. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Assignment and Assumption

In consideration of Ten ($10.00) Dollars in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee, and Assignee does hereby assume, other than (in either case) with respect to any Excluded Property, all of Assignor's right, title and interest in and to, to the extent assignable, the Licenses and Permits.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions set forth therein.

This Assignment is made without warranty or representation, express or implied, by, or recourse against, Assignor of any kind or nature whatsoever except as expressly provided in Section 3.2 of the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed this instrument as of the day first above written.

ASSIGNOR:

_____,
a _____

By: _____
Name:
Title:

_____,
a _____

By: _____
Name:
Title:

ASSIGNEE:

_____,
a _____

By: _____
Name:
Title:

EXHIBIT E

FORM OF FIRPTA

ENTITY TRANSFEROR
FOREIGN INVESTORS REAL PROPERTY
TAX ACT CERTIFICATION AND AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by [_____] ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

Seller is a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Internal Revenue Code Regulations;

ESH Hospitality Inc. ("Transferor") is the ultimate beneficial owner of Seller;

Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);

Transferor's U.S. employer identification number is 27-3559821; and

Transferor's office address is 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____ ___, 2026

ESH Hospitality Inc., Transferor:

By: _____
Name: Christopher N. Dekle
Title: General Counsel

EXHIBIT M

FORM OF SALES TEAM AREA REPRESENTATIVE PROGRAM PARTICIPATION AGREEMENT

SALES TEAM AREA REPRESENTATIVE PROGRAM
PARTICIPATION AGREEMENT

THIS SALES TEAM AREA REPRESENTATIVE PROGRAM PARTICIPATION AGREEMENT (the "**Agreement**") is made as of _____ (the "**Effective Date**"), by and between _____("**Franchisee**") and ESH Strategies Franchise LLC ("**Franchisor**" or "**ESA**") with respect to Franchisee's Extended Stay America® hotel located at _____ ("**Hotel**").

A. ESA's Sales Team Area Representative ("STAR") Program was established for the purpose of conducting certain auxiliary sales operations on behalf of the participating hotels ("**Participating Hotel(s)**").

B. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____ (the "**Franchise Agreement**").

C. Franchisee desires that their Hotel become a Participating Hotel in the STAR Program and to receive the services of the STAR Program to assist the Hotel in promoting the Hotel's sales of lodging and related services.

D. Employees of Franchisor's affiliate within the STAR Program will conduct certain auxiliary sales operations on behalf of the Hotel as more fully described in Exhibit A, in addition to the primary services provided by ESA under the Franchise Agreement.

E. This Agreement is included with in the defined term "**Other Agreements**" under the Franchise Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Franchisor and Franchisee hereby agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "**Term**"). The Term will automatically renew for successive one (1) year terms until (i) either party terminates this Agreement in accordance with Section 2 below, or (ii) upon the earlier expiration or termination of the Franchise Agreement.

2. **Termination and/or Suspension.** This Agreement is coterminous with the Franchise Agreement, and as such, upon the expiration or termination of the Franchise Agreement for any reason, this Agreement hereby terminates without further action by either party. If Franchisee is in default of its Franchise Agreement and fails to timely cure that default, Franchisor may immediately terminate or suspend performance under this Agreement. If either party breaches this Agreement and fails to correct such breach within thirty (30) days (or ten (10) days in the event of any failure to pay amounts owed under this Agreement when due) after being notified in writing, the non-breaching party may terminate or suspend performance under this Agreement, effective upon written notice to the breaching party. Franchisee may terminate this Agreement without cause by providing at least ninety (90) days' prior written notice of termination to Franchisor, provided the effective date of said termination shall be no earlier than one hundred eighty (180) days from the Effective Date. Franchisor may terminate this Agreement without cause by providing at least thirty (30) days' prior written notice of termination to Franchisee.

3. **Services and Franchisee Responsibilities.** Franchisee acknowledges and agrees that the STAR Program is a voluntary, opt-in additional sales program offered by Franchisor to certain Brand Hotels

under Section 5 of the Franchise Agreement and is not a national sales program or otherwise included as national sales or as part of the System Services Fee under Section 3 of the Franchise Agreement. In addition to the description in Exhibit A, the STAR Program will provide the sales support in accordance with the Brand Standards, which shall be updated from time to time.

As reasonably requested by the STAR Program, Franchisee will provide the STAR Program with sales intelligence relative to Hotel's business trends, production and activities. Hotel shall forward all incoming sales inquiries for business-to-business ("B2B") extended stay business to the STAR Program promptly using the designated email template, or the Sales & Operations Activating Revenue (SOAR) system once activated. Hotel shall enter a set minimum (to be determined in ESA's sole judgment) of quality leads per week into SOAR or other such designated lead reporting process. Franchisee is solely responsible for training Hotel staff on the methods of responding to and forwarding such sales leads and inquiries to the STAR Program. For any leads, Hotel must adhere to ESA's then current response time guidelines, escalation procedures and service issue reporting requirements. Hotel must either affirmatively decline to proceed or provide the STAR Program with group rate quote parameters and rates on every piece of business that the STAR Program is sourcing for clients, must timely and consistently deliver group rate quotes (quotes should be acknowledged as quickly as possible and within two hours and delivered within 24 hours), and must maintain accurate guest data (tracking company name, phone number and email, etc.). Franchisee acknowledges that Franchisor is not responsible for any guests at the Hotel (regardless of whether they were referred to the Facility by ESA or their reservations were accepted by ESA in connection with the STAR Program) and that the indemnification obligations set forth in the Franchise Agreement apply at all times during the course of this Agreement.

4. **Pricing.** Price setting is the sole responsibility of the Franchisee. ESA will not share competitively sensitive non-public information, including non-public information about rates and other pricing data, availability and other terms and conditions for the Hotel with other hotels for which ESA provides similar services.

5. **Contracts and Contract Disputes.** Franchisee is solely and directly responsible for Hotel's contracts, approval processes, and cancellation and attrition policies and enforcement. Any customer contract dispute and/or resolution proceeding will be the sole responsibility of the Franchisee. ESA does not guarantee payment by the third parties and Franchisee shall be solely responsible for the collection and accounting of all Gross Room Revenue due from third parties. ESA will not enter into any contract on Franchisee's behalf and Franchisee will be solely responsible for (i) contracting with any third parties that wish to stay at the Hotel, and (ii) any sales at the Hotel that fall outside of the authorization that Franchisee and/or its designated contacts provide to the STAR Program. The parties nevertheless understand and agree that any form contracts or other related materials that are provided by Franchisor or the STAR Program to the Hotel are provided as an accommodation for informational purposes only, with the understanding that Franchisor is not, by the provision of these materials, engaged in the rendering of legal or other professional advice or services. Any provision of these materials is not intended by Franchisor as an exercise of any direction, oversight or control over the operation of the Hotel's business. Franchisee should consult Franchisee's own attorney or other appropriate professional for advice concerning any material provided pursuant to this Paragraph. In addition, during the term of this Agreement, Franchisee agrees to insert the following acknowledgment into all contracts it enters into with third parties with respect to sales at the Hotel: "The parties to this Agreement agree and acknowledge that neither ESH Strategies Franchise LLC, ESA Management, LLC nor any of their affiliates or subsidiaries is a party to this Agreement and shall have no liability for any events or occurrences arising, or failing to arise, out of this Agreement."

6. **Hotel Contacts.** Franchisee shall designate, on Exhibit A, a primary Hotel contact who shall have the authority to make binding decisions to accept reservations for the Hotel and a secondary representative

who shall exercise such authority in the absence of the primary contact. ESA may communicate with these contacts by telephone, e-mail or in another manner, and may rely on any communication which ESA believes, in good faith, is from them. Franchisee may change these designated contacts at any time by notifying Franchisor in writing and delivered personally or mailed by overnight delivery service or by such other method designated by Franchisor.

7. Fees and Charges. Franchisee shall pay the Monthly STAR Program Fees set forth in Exhibit A within fifteen (15) days of the receipt of each invoice. At ESA's election, ESA may require Franchisee to pay fees by electronic funds transfer/direct debit of account or other similar method. Franchisee acknowledges and agrees that Franchisee will not withhold or offset any amounts due against any other amounts due under this Agreement. ESA may increase the Monthly STAR Program Fees by providing Franchisee at least sixty (60) days prior written notice, provided that Franchisee may terminate this Agreement upon thirty (30) days prior written notice if the increase in Monthly STAR Program Fees over a one-year period is a total of more than ten percent (10%) of the Monthly STAR Program Fees in effect at the beginning of the period. Franchisee will also pay STAR Program personnel travel and expense charges (e.g., car rental, mileage, airfare, meals, client entertainment, etc.) incurred in required visits to the Hotel according to ESA's standard travel and expense policies. If any payment by Franchisee under this Agreement is not received by its due date, such payment will be overdue and will constitute a breach, and ESA may require Franchisee to pay interest on the overdue amount at the rate of one and one-half percent (1.5%) per month (or, if less, the maximum interest permitted by law) from the date such overdue amount was due until paid. ESA's right to receive interest is in addition to any other remedies it may have.

8. Confidentiality. All information or material concerning the STAR Program's plans and promotions, as well as any other information, know-how, recommendations, data, formulae, or other materials Hotel or Franchisee receives as a result of being a Participating Hotel shall be considered "**Confidential Information**" as defined in the Franchise Agreement. Franchisee shall maintain the absolute confidentiality of the Confidential Information during and after the Term and will adopt and implement all procedures the STAR Program may periodically establish to prevent unauthorized use or disclosure of the Confidential Information. ESA shall have all rights under the Franchise Agreement upon a breach of these confidentiality obligations.

9. Release. Franchisee, on behalf of itself, its predecessors, and each of its present and former officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates, partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, successors and assigns, hereby fully and forever releases and discharges Franchisor , and its predecessors and each of its former and present officers, employees, directors, shareholders, parents, subsidiaries, alter egos, affiliates, partners, representatives, agents, attorneys, successors and assigns (collectively, the "**Released Parties**"), from any and all claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain or relate in any way to this Agreement (the "**Released Claims**").

Franchisee hereby represents to Franchisor that Franchisee has not assigned or transferred any Released Claim that Franchisee has or may have against Franchisor, and agrees to indemnify and hold the Released Parties harmless from any liabilities, claims, demands, damages, costs, expenses and attorneys' fees incurred by a Released Party as a result of any person asserting any such assignment or transfer. Franchisee agrees that it will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding of any kind whatsoever, by way of action, defense,

set-off, cross-complaint or counterclaim, against the Released Parties based on, arising out of or in connection with any Released Claim except for actions commenced to enforce any rights conferred in this Agreement. In the event of any violation of this subsection, this Agreement shall be subject to termination at the election of Franchisor.

10. **Dispute Resolution.** Any disputes occurring under this Agreement shall be resolved in accordance with the dispute resolution procedures under the Franchise Agreement, including but not limited to, the provisions concerning waiver of jury trial, consent to venue and personal jurisdiction, and choice of law. In the event ESA shall employ legal counsel to enforce its rights hereunder, ESA shall be entitled to, in addition to any other damages, to recover reasonable attorneys' fees and costs.

11. **No Warranty. ESA MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VOLUME OF RESERVATIONS OR AMOUNT OF REVENUES THAT THE HOTEL WILL ATTAIN AS A RESULT OF THE SERVICE OR THAT FRANCHISEE'S RESERVATIONS OR REVENUE WILL INCREASE. ESA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE. FRANCHISEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES AND RENOUNCES ALL CLAIMS OR CAUSES OF ACTION THAT FRANCHISEE MAY HAVE AGAINST ESA, ESA'S AFFILIATES, OR ESA'S OR ESA'S AFFILIATES' OFFICERS, DIRECTORS OR AGENTS, ARISING OUT OF THE SERVICES, UNLESS DUE TO ESA'S WILFULL MISCONDUCT.**

12. **Limitation on Liability. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE (COLLECTIVELY REFERRED TO AS "INDIRECT DAMAGES") ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ALL EXHIBITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. IN ADDITION, EACH PARTY'S DIRECT DAMAGES (AND ANY INDIRECT DAMAGES TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION OR OTHER AUTHORITY DOES NOT RECOGNIZE OR ENFORCE THE WAIVER FROM LIABILITY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION) SHALL BE LIMITED TO THE TOTAL FEES PAID BY FRANCHISEE TO ESA DURING THE THEN CURRENT TERM OF THE AGREEMENT. THE ABOVE LIMITATIONS ON LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR THE CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES THAT MAY BE THE RESULT OF ADMINISTRATIVE ERRORS PROVIDED THAT NO MALICE OR NEGLIGENCE WAS INTENDED.**

13. **Force Majeure.** In no event shall either party be liable for any failure or delay in performance (except for the obligation to remit fees) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of the public enemy, war or terrorism, acts of the United States of America, or any state, territory or political division of the United States of America, or of the District of Columbia, fires, floods, or other natural disaster, strikes or any other labor disputes, communication line failures, and/or freight embargoes). The party claiming such a failure or delay must promptly notify the other party of such failure or delay. In the event that

any such failure or delay continues for more than thirty (30) days, then either party upon notice to the other may terminate this Agreement without any further liability to the other party.

14. Miscellaneous

A. **Entire Agreement.** This document, including any exhibits hereto, together with the Franchise Agreement to the extent referenced herein, constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written and oral, relating thereto.

B. **Amendments and Modifications**. This Agreement may be amended, modified, canceled, or waived only by written instrument executed by each of the parties.

C. **Severability**. If any provision of this Agreement is adjudicated to be unenforceable or invalid for any reason, that part will be severed from the balance of this Agreement and the validity and enforceability of the remainder of this Agreement will in no way be effected or impaired unless the severed portion was essential to the intended purpose of this Agreement. If the severed portion was essential to the intended purpose of this Agreement then the party who was to receive the benefit of the severed portion has the option to void this Agreement.

D. **Franchisee's Representations**. Franchisee represents and warrants as follows: (a) no other party, nor any agent or attorney of any other party, has made any promise, representation or warranty whatever, express or implied, not contained herein concerning the subject matter hereof, to induce it to execute this document; (b) the person executing this Agreement in a representative capacity on behalf of Franchisee is empowered to do so; and (c) Franchisee has read this Agreement and any exhibits attached hereto and understands the contents thereof. Franchisee has made such an investigation of the facts pertinent to this Agreement and of all the matters pertaining thereto as Franchisee deemed necessary.

E. **No Third-Party Beneficiary.** Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies under this Agreement upon any person or legal entity other than Franchisee.

F. **Successors and Assigns.** Franchisee agrees that ESA may assign this Agreement or any of ESA's rights and obligations hereunder without Franchisee's consent. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. Notwithstanding the above, Franchisee may not assign this Agreement or any of Franchisee's rights or obligations hereunder without ESA's express written consent.

G. **Counterpart Execution.** This Agreement may be executed in any number of counterparts and delivered via electronic or facsimile transmission (including via DocuSign), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

H. **Notices.** All notices shall be delivered in the manner set forth in the Franchise Agreement. Such notices shall be deemed given on the date delivered or date of attempted delivery if refused.

I. **Waivers.** A waiver of any term or condition of this Agreement will not be deemed to be, and may not be construed as, a waiver of any other term or condition hereof. If ESA allows Franchisee to deviate from any term of this Agreement, ESA may insist on strict compliance of any other term or of the same term at a later time. All waivers under this Agreement must

be in writing and signed by an ESA authorized representative to be effective.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first here above written.

ESH STRATEGIES FRANCHISE LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Sales Team Area Representative Service

I. Hotel Contact Information

Please provide Franchisee's primary and secondary Hotel contacts responsible for communication with ESA and having authority to make sales decisions for the Hotel**:**

Primary:		
	Name:	
	Title:	
	Email address:	
	Phone number:	
Secondary:		
	Name:	
	Title:	
	Email address:	
	Phone number:	

II. Description of STAR Services

TYPE	DESCRIPTION	FREQUENCY
Dedicated STAR representative	Each Hotel shall be provided with a dedicated Regional Director of Sales who will provide on-going local sales support and training to Hotel staff	On-going
Property Sales Visit	Scheduled visits to meet with the Hotel team and conduct lead generation training, sales coaching, in-market account management and new business prospecting.	Minimum of once every other month
Sales Strategy Calls	Scheduled calls with Franchisee and/or Franchisee's representatives (GM, revenue manager, etc.) to discuss local sales strategy	Maximum of once every other week. Limited to one hour per call.
Sales Reporting	Review Hotel performance on a monthly basis, provide critical analysis of performance & future strategies	Monthly and Quarterly
Lead Response	STAR is responsible for all follow-up, qualifying, closing and ongoing management of generated leads.	On-going
In-Market Prospecting	STAR is responsible for prospecting all top and bottom performing accounts, in-house guests, local demand generators and projects	On-going
Market Research	STAR is responsible for conducting independent research into Hotel's market and into prospective accounts	On-going

III. Issue Escalation Process.

Franchisee must escalate STAR Program issues through ESA Franchise Services. In addition, STAR will escalate client service issues that are not resolved by Hotel within twenty-four hours according to the following process:

- Level 1: Regional Ops Manager or equivalent
- Level 2: Franchisee or equivalent

IV. Hotel Requirements

As a condition of the Hotel's participation in the Service, Franchisee is required, among other things, to:

- Update Hotel primary and secondary contacts, as needed
- Adhere to escalation procedures and report service issues in a timely manner
- Conduct weekly market surveillance activities and communicate all inquiry leads, RFPs, and other sales-related calls to STAR representatives
- Actively participate with STAR representatives in all respects to enable their ability to perform the Service
- Be available to conduct in person or virtual Hotel tours
- Timely and consistent delivery of Hotel group rate quotes (acknowledged within two hours, delivered within 24 hours)
- Provide by email rates on every piece of business that the STAR Program is sourcing for the clients or inform the STAR Program that Hotel is not interested in that particular business. (See Section 4 of the Agreement). Hotel is responsible for all pricing of group rates and local negotiated rates.
- Be responsible for all contracts, approval processes, financial collection activity, and cancellation and attrition policies (see Section 5 of the Agreement)

V. Hotel Site Visits.

Franchisee will pay STAR personnel travel and expense charges (e.g., car rental/mileage, airfare, meals, client entertainment, etc.) incurred in required visits to the Hotel according to ESA's standard travel and expense policies.

VI. Modification of Services.

ESA reserves the right to modify, replace or add new Services to those described in this Exhibit. If ESA replaces or eliminates any Services, ESA will provide Franchisee with reasonable notice of such modification, which will not materially degrade the level of Services Franchisee receive from ESA.

VII. Pricing.

Monthly STAR Program Fees of $2,500 per month.

EXHIBIT N

FORM OF NATIONAL ACCOUNT PARTICIPATION AGREEMENT

EXTENDED STAY AMERICA

NATIONAL ACCOUNT PARTICIPATION AGREEMENT

THIS NATIONAL ACCOUNT PARTICIPATION AGREEMENT ("Agreement") is made as of _____ (the "Effective Date") by and between ESH Strategies Franchise LLC ("Franchisor"), and _____ ("Franchisee"), with reference to the following facts.

A. Franchisor and Franchisee are parties to a Franchise Agreement ("Franchise Agreement"), pursuant to which Franchisee operates an EXTENDED STAY AMERICA Hotel ("Hotel"). Franchisor and Franchisee agree that the Franchise Agreement and all of its terms are incorporated by reference as if they are set forth herein. Capitalized terms used herein shall have the meanings given such terms in the Franchise Agreement unless otherwise expressly defined herein.

B. Franchisor and/or its Affiliates (collectively, "ESA") have entered into agreements (each a "National Account Agreement") with various organizations who wish to procure Guest Rooms at a negotiated rate (each a "National Account"), and Franchisee desires to provide accommodations to National Account guests on ESA's behalf, at Franchisee's authorized Hotel within Franchisee's Territory (as defined in the Franchise Agreement) on the terms and conditions set forth in this Agreement, and ESA is willing to grant Franchisee such right under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Franchisee Agreement to Participate.

1.1 Franchisee agrees during the Term of this Agreement to participate, or, where applicable, delegate its Management Company to participate, in this National Account program and to provide those certain Guest Rooms from Franchisee's authorized EXTENDED STAY AMERICA Hotel, pursuant to the negotiated terms set forth in the National Account Agreement and as delegated to Franchisee by ESA and the National Account (the "Accommodation Services") in strict accordance and conformity with (a) the terms and conditions of the National Account Agreement, as may be amended in the future through amendment, and (b) Franchisor's Standards.

1.2 Franchisee also understands and acknowledges that the National Account reserves the right to terminate its National Account Agreement in the event of any breach of its terms, whether by ESA or any franchisee or as otherwise permitted in such agreement. Accordingly, the rights granted to the Franchisee under this Agreement are non-exclusive and ESA expressly reserves, in addition to the rights reserved in the Franchise Agreement, the exclusive, unrestricted right, in its discretion, to perform or assign and delegate the fulfillment of some or all of the Accommodation Services contemplated hereunder, including within the Territory, to itself, and to its Affiliates, representatives, franchisees, licensees, assigns, agents and or any other Person, temporarily or permanently, in its discretion and without compensation to Franchisee. Without limiting the generality of the foregoing, if Franchisor at any time feels insecure about Franchisee's ability to continuously, fully and faithfully fulfill the Accommodation Services hereunder, or if Franchisee fails to comply with the terms of this Agreement, or otherwise fails to meet all Standards, Franchisor may offer the arrangement with the National Account to another franchisee or retain the same for ESA's or its Affiliate's account, regardless where the customer may be located, including within Franchisee's Territory.

2. Term. The term of this Agreement ("**Term**") shall be one year from the Effective Date and will automatically renew for successive one (1) year terms unless Franchisor notifies Franchisee, not less than thirty (30) days prior to the expiration of the current term, of its intention not to renew, or until terminated for cause pursuant Section 6 below. This Agreement is coterminous with the Franchise Agreement, and as such, upon the termination of the Franchise Agreement for any reason, this Agreement hereby

terminates without further action by either party.

3. Agreement to Comply with Terms of National Account Agreement. Franchisee agrees to adhere to the material terms of the National Account Agreement, and any future amendments, as if Franchisee is a contracting party with ESA. Franchisee also agrees to adhere to and be bound by any and all future amendments to the National Account Agreement, with written notice and without the need to execute a subsequent Agreement. The current essential rates, terms, conditions, and provisions of each National Account Agreement, as modified by ESA where appropriate, shall be provided to Franchisee in digital, electronic or other computerized form (currently located within the National Account Finder) and incorporated herein by this reference, and are subject to further modification by ESA without notice to Franchisee ("**Material Terms**"). Franchisee may offer a rate below the national negotiated rate set forth in the National Account Agreement if (i) the rate is tied to a specific project, (ii) minimum room nights are defined, (iii) the rate is time-limited, and (iv) the National Sales Team is notified in advance.

3.1 Franchisee shall be responsible for (i) any acts or omissions of Franchisee or its employees; (ii) any acts or omissions of Franchisee's Management Company or its employees; (iii) any breach by Franchisee or its employees of any of the Material Terms; (iv) any breach by Franchisee's Management Company or its employees of any of the Material Terms; and (iii) any present or future financial obligations of Franchisee.

3.2 Franchisee acknowledges that Franchisor is not responsible for any guests at the Hotel (regardless of whether their reservations are associated with a National Account) and that the indemnification obligations set forth in the Franchise Agreement apply at all times during the course of this Agreement.

3.3 The requirements of the Franchise Agreement shall also apply to Franchisee's performance hereunder, except to the extent otherwise expressly stated herein to the contrary.

4. Performance of National Account Agreement Obligations.

4.1 Obligations. If any of the Material Terms require ESA to perform any act, all of these terms and conditions are incorporated into and made a part of this Agreement. Franchisee will perform all these obligations on ESA's behalf in accordance with Franchisor's Standards. If there is a conflict between the Material Terms and this Agreement, then as between ESA and Franchisee, this Agreement will prevail and control.

4.2 National Account Agreement Restrictions. If any of the terms and conditions of the National Account Agreement or the Material Terms restrict the rights of ESA, all of those terms and conditions are incorporated into and made a part of this Agreement and Franchisee will abide by them.

4.3 ESA's Breach. ESA will have no liability to Franchisee because of ESA's breach of the National Account Agreement. As long as it can do so without incurring expense, ESA will cooperate with Franchisee and exercise due diligence in all reasonable respects to enforce the terms of the National Account Agreement against National Account.

4.4 Enforcement of National Account Agreement. Nothing contained in this Agreement is intended to abridge or restrict ESA, under the National Account Agreement, from enforcing the National Account Agreement as between Franchisor and Franchisee.

4.5 ESA's Right to Cure Defaults and Customer Service Resolutions. At any time during the term of this Agreement and without notice to Franchisee, ESA may, but will not be obligated to, cure or otherwise discharge any default by Franchisee under this Agreement including the resolution of any

customer service issues related to the National Account. Any and all costs or expenses which ESA may incur for this purpose will be immediately due and payable in full without further notice or communication to Franchisee of any type, kind or nature.

4.6 No Assignment or Unauthorized Delegation by Franchisee. Franchisee may not make any Assignment of or relating to this Agreement, including any assignment or any delegation or any transfer of this Agreement or any interest in this Agreement in whole or in part, except in connection with a delegation to Franchisee's approved Management Company or a transfer of the applicable Franchise Agreement and upon the terms and conditions contained in the Franchise Agreement and the National Account Agreement. The Franchisee's interest in this Agreement will not be assignable by operation of law.

a) Any attempted or actual Assignment or other transfer of this Agreement by Franchisee without Franchisor's prior written consent will be null, void and of no force or effect, will convey no right or interest to the purported transferee, and will constitute a material breach of this Agreement.

b) Franchisor may at any time assign this Agreement and the rights, privileges, duties and obligations under it, subject only to its obligations to each National Account under the National Account Agreements.

5. Franchise Agreement Fees.

5.1 Gross Room Revenue. Franchisee acknowledges and agrees that all revenue derived by Franchisee pursuant to this Agreement shall be deemed to be Gross Room Revenue under the Franchise Agreement and subject to Franchisee's payment of its Royalty Fees and System Services Fees, and, if and when in effect, the National Account administrative fee, pursuant to the applicable Franchise Agreement.

5.2 Payments and Administrative Fee.

a) Franchisee may not attempt to arrange any different terms or collect any additional fees other than those which ESA has negotiated with the National Account.

b) In most cases, Franchisee will invoice National Account directly in accordance with the terms of the National Account Agreement. Franchisee may be required to submit a W-9 to receive payment from the National Account. ESA does not guarantee payment by National Accounts and Franchisee shall be solely responsible for the collection and accounting of all Gross Room Revenue due from National Accounts.

c) In certain circumstances, Franchisor may provide a centralized billing system and/or other systems related to the administration or services of the National Account or other National Accounts, and Franchisor may charge Franchisee a commercially reasonable administrative fee, which shall not exceed five percent (5%) of the Gross Room Revenue earned by Franchisee resulting from performance of Accommodation Services for those particular National Accounts. The administrative fee will only be charged when ESA receives payment from the National Account and will be in addition to, and will be calculated before deduction of, all other fees payable by Franchisee under this Agreement with respect to National Accounts, including Royalty Fees and System Services Fees. In these cases, instead of Franchisee receiving payment from the National Account directly, ESA shall receive and reconcile payments from the National Account on Franchisee's behalf for Guest Rooms provided under and in accordance with this Agreement. Franchisor does not guarantee payment by National Account. Upon ESA's receipt of payment from National Account, Franchisor shall deliver the payment to Franchisee after deducting a commercially reasonable National Account administrative fee of no more than

five percent (5%) of the Gross Room Revenue, if applicable, as well as any other applicable Royalties, System Services Fees and other sums that are due to Franchisor under the Franchise Agreement. ESA does not guarantee payment by National Account. Payment for services performed by Franchisee is contingent on ESA receiving payment from National Account and subject to any charge-back and/or adjustment made by National Account.

5.3 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Franchisor under its Franchise Agreement, or under any other agreement between Franchisee (or its Affiliate) and ESA, Franchisor shall have the absolute right to apply any payments received from National Account to any obligation owed, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application.

6. Termination. Franchisee acknowledges that any breach by Franchisee jeopardizes the continuation of the National Account Agreement to the detriment of ESA and other participating franchisees, and accordingly Franchisor shall have the right to terminate this Agreement for "cause" on account of any breach by Franchisee under this Agreement, effective immediately upon written notice to Franchisee without affording Franchisee any right to cure the default, in the following circumstances and manners:

6.1 Assignment. If Franchisee shall purport to make any Assignment without the prior written consent of Franchisor;

6.2 Repeated Failures. Franchisee (i) fails on three (3) or more separate occasions within any period of twelve (12) consecutive months to comply with this Agreement, the Franchise Agreement, Other Agreements or the Standards, whether the failures relate to the same or different obligations, and whether or not Franchisor notifies Franchisee of the number of failures or Franchisee corrects the failures; (ii) fails on two (2) or more separate occasions within any period of six (6) consecutive months to comply with similar obligations under this Agreement, the Franchise Agreement, Other Agreements or the Standards, whether or not Franchisor notifies Franchisee of the number of such failures or Franchisee corrects the failures; or (iii) is a related party on an Other Agreement that is terminated for breach;

6.3 Violation of Law. If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Franchisor or any governmental or quasi-governmental agency or authority, to comply with any federal, state or local law or regulation applicable to the Accommodation Services;

6.4 Under Reporting. If an audit or investigation conducted by Franchisor hereof discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Franchisor, or knowingly understated its Gross Room Revenue or withheld the reporting of same, and without limiting the foregoing, if, on three (3) or more occasions in any single thirty six (36) month period, any audits or other investigations reveals an under-reporting or under-recording error of two (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five (5%) or more;

6.5 Improper Conduct. If Franchisee commits any breach that reflects materially and unfavorably upon the operation and reputation of the EXTENDED STAY AMERICA Hotels or the EXTENDED STAY AMERICA system; and

6.6 Cross-Default. Any default by Franchisee under the Franchise Agreement or any Other Agreement shall be deemed to be a default of this Agreement and Franchisor may suspend Franchisee from participating in the National Account program as one of the Interim Remedies under Section 15.3 of the Franchise Agreement until Franchisee cures such default.

7. Reimbursement of Franchisor Costs.

7.1 In the event of a default by Franchisee, all of Franchisor's costs and expenses arising from such default, including reasonable legal fees, shall be paid to Franchisor by Franchisee within ten (10) days after cure or upon demand by Franchisor if such default is not cured.

7.2 If the National Account Agreement terminates as a result of Franchisee's default or breach of some obligation contained in the National Account Agreement or the Material Terms, then, as between ESA and Franchisee, Franchisee will be liable for the damage suffered as a result of the National Account Agreement termination. ESA shall not be liable to Franchisee for damages, including any incidental and consequential damages.

8. Rights and Obligations Upon Termination. Upon the expiration or termination of this Agreement, any and all obligations of ESA to Franchisee under this Agreement shall immediately cease and terminate, and any and all rights of Franchisee under this Agreement shall immediately cease and terminate, and Franchisee shall immediately cease and thereafter refrain from representing itself as then or formerly an approved provider of Accommodation Services under this Agreement or the National Account agreement. Upon the expiration or termination of this Agreement, Franchisor may relocate all National Account Guests to another Extended Stay America Hotel.

9. Incorporated Franchise Agreement Terms. Section 17 (Indemnification), Section 18 (Relationship of the Parties), Section 19 (Governing Law, Interim Relief, Costs of Enforcement, Waivers)(including, without limitation, the arbitration provisions) and Section 20 (Miscellaneous) of the Franchise Agreement are incorporated by reference in this Agreement as if fully restated within the text of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:	**FRANCHISEE**:
ESH STRATEGIES FRANCHISE LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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:

State	**Effective Date**
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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.

RECEIPT (Your Copy)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If ESH Strategies Franchise LLC offers you a franchise, it must provide this Disclosure Document to you 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 (or sooner if required by applicable state law).

New York 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 ESH Strategies Franchise 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, D.C. 20580, and the state agency listed on Exhibit H.

The franchisor is ESH Strategies Franchise LLC, located at 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277. Its telephone number is: (844) 542-4148.

The name, principal business address, and telephone number of the franchise seller(s) offering this franchise is/are:

☐ Mark Williams, 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277, (844) 542-4148.

☐ _____.

Issuance Date: March 26, 2026.

See Exhibit H for ESH Strategies Franchise LLC registered agents authorized to receive service of process.

I received a Disclosure Document dated March 26, 2026 that included the following Exhibits:

A. Franchise Agreement	H. List of State Agencies/Agents for Service of Process
B. Development Agreement	I. State Addenda to FDD, Riders to Franchise Agreement & State Riders to Development Agreement
C. Hotel Technology Agreement	J. Franchisee Guaranty
D. Financial Statements	K. Form of General Release
E. List of EXTENDED STAY AMERICA SUITES Franchisees as of December 31, 2025	L. Form of Asset Purchase Agreement
F. List of EXTENDED STAY AMERICA SUITES Franchisees who Left the System as of December 31, 2025	M. Form of Sales Team Area Representative Program Participation Agreement
G. Brand Standards Table of Contents	N. Form of National Account Participation Agreement

Date Disclosure Document Received: _____
(Do Not Leave Blank)

_____
Signature of Prospective Franchisee

Print Name: _____
Entity Name: _____
Date: _____

Please sign and date this receipt. You may keep this copy for your records.

RECEIPT (Our Copy)

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If ESH Strategies Franchise LLC offers you a franchise, it must provide this Disclosure Document to you 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 (or sooner if required by applicable state law).

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Date Disclosure Document Received: _____
(Do Not Leave Blank)

_____
Signature of Prospective Franchisee

Print Name: _____
Entity Name: _____
Date: _____

Please sign and date this receipt and return to Franchise Development, ESH Strategies Franchise LLC, 13024 Ballantyne Corporate Place, Suite 1000, Charlotte, NC 28277.