

FRANCHISE DISCLOSURE DOCUMENT

HAMPTON INNS FRANCHISE LLC
Hampton Inn
Hampton Inn & Suites
A Delaware Limited Liability Company
7930 Jones Branch Drive, Suite 1100
McLean, Virginia 22102
(703) 883-1000
www.hamptonfranchise.com



The franchisee will use the Hampton Inn System, under a Franchise License Agreement with Hampton Inns Franchise LLC, to operate a high quality Hampton Inn hotel at moderate prices or a high quality Hampton Inn & Suites hotel, which combines standard guest rooms with a significant block of two-room suites in a single hotel property (guest rooms and guest suites are referred to as “Guest Rooms”) at moderate prices.

The total investment necessary, excluding real property, to begin operation of a newly constructed 52 room Hampton Inn hotel ranges from \$3,745,500 to \$6,720,000, including up to \$105,000 that must be paid to the franchisor or affiliate, and for a newly constructed 80 room Hampton Inn hotel ranges from \$5,677,500 to \$9,946,000, including up to \$105,000 that must be paid to the franchisor or its affiliate. The total investment necessary, excluding real property, to begin operation of a newly constructed 101 room/suite Hampton Inn & Suites hotel ranges from \$7,693,500 to \$13,114,000, including up to \$105,000 that must be paid to the franchisor or affiliate.

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

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

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

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

Issuance Date: March 31, 2011

STATE COVER PAGE

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

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

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN FAIRFAX COUNTY, VIRGINIA, UNLESS WE SUE YOU WHERE THE HOTEL IS LOCATED. IF THE COURT REJECTS THESE VENUE SELECTIONS, THEN SUIT MAY BE BROUGHT IN NEW YORK, NEW YORK. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE US IN NEW YORK OR VIRGINIA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

Effective Dates

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

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

California	March 31, 2011
Hawaii	April 8, 2011
Illinois	March 31, 2011
Indiana	March 31, 2011
Maryland	March 31, 2011
Michigan	March 31, 2011
Minnesota	April 4, 2011
New York	March 31, 2011
North Dakota	March 31, 2011
Rhode Island	March 31, 2011
South Dakota	March 31, 2011
Virginia	March 31, 2011
Washington	April 1, 2011
Wisconsin	March 31, 2011

In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date of March 31, 2011.

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NOTICE OF TRADEMARK OWNERSHIP

The following trademarks used in this Disclosure Document are owned by Hilton Worldwide's affiliates:

Hilton®	Doubletree Guest Suites®	Hampton Inn by Hilton
Hilton Garden Inn®	Doubletree Club Hotel®	Hampton Inn and Suites by Hilton
Hilton Inn®	Embassy Suites by Hilton	Home2 Suites by Hilton®
Hilton Suites®	Embassy Suites Hotels®	OnQ® (formerly System 21®)
Hilton Supply Management®	Embassy Vacation Resort®	Homewood Suites by Hilton®
HHonors®	Hampton Inn®	Waldorf-Astoria®
Doubletree®	Hampton Inn & Suites®	The Waldorf=Astoria Collection®
Doubletree by Hilton	Hampton®	Conrad®

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ITEM 1
THE LICENSOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

About The Licensor, Its Parents and Its Predecessor

To simplify the language in this Disclosure Document, “we” or “us” means Hampton Inns Franchise LLC the licensor. “You” means the person (or persons) who signs the license agreement – the “licensee” and/or “franchisee”. If the licensee will be a corporation, partnership, limited liability company or other entity, “you” also includes both the business entity and its owners. The “Licensed Brand” refers to the name or names under which we will license your hotel. Our agent for service of process in the states whose franchise laws require us to name an agent for service is shown on Exhibit J.

We are a Delaware limited liability company formed in September 2007. We do business under the names “Hampton Inns,” “Hampton Inn,” and “Hampton Inn & Suites.” Our principal business address since August 1, 2009 is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102. Our telephone number is (703) 883-1000. Prior to August 1, 2009, our principal business address was 9336 Civic Center Drive, Beverly Hills, California 90210. We also have a corporate franchising office at 755 Crossover Lane, Memphis, Tennessee 38117.

Our indirect corporate parent is Hilton Worldwide, Inc. (“Hilton Worldwide”) f/k/a Hilton Hotels Corporation (“HHC”), a Delaware corporation which has conducted a guest lodging business since May 1946. Hilton Worldwide’s principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102.

Our predecessor is Promus Hotel Systems, Inc. (“Promus”), a Delaware corporation incorporated in May, 1995. On December 1, 1999, a merger transaction was completed under which Hilton Worldwide acquired Promus’s indirect corporate parent and Hilton Worldwide became the ultimate parent corporation of Promus and all its affiliates.

On October 24, 2007, HHC was acquired by BH Hotels LLC, a Delaware limited liability company, (“Parent”) controlled by investment funds affiliated with The Blackstone Group L.P. (NYSE: BX) (“Blackstone”) pursuant to an Agreement and Plan of Merger, dated as of July 3, 2007 (the “Merger Agreement”) among HHC, Parent and BH Hotels Acquisition Inc., a Delaware corporation and wholly owned subsidiary of Parent (“Merger Sub”). Under the terms of the Merger Agreement, Merger Sub merged with and into HHC, with HHC as the surviving corporation. Parent acquired all of the outstanding common stock of HHC for cash. Blackstone is a leading global alternative asset manager and provider of financial advisory services. HHC changed its name, effective December 10, 2009, to Hilton Worldwide, Inc.

BH Hotels LLC was later converted to Hilton Hotels Holding Corporation, a Delaware corporation. On April 7, 2010, Hilton Hotels Holding Corporation merged into Hilton Hotel Holding LLC (“HHH”), a Delaware limited liability company formed on March 18, 2010. HHH, which is owned by BH Hotels Holdco LLC, is our penultimate corporate parent. BH Hotels Holdco LLC, a Delaware limited liability company, is our ultimate corporate parent. The principal business address of HHH and BH Hotels Holdco LLC is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102.

Our direct corporate parent is Hilton Franchise Holding LLC, a Delaware limited liability company formed in September 2007. The principal business address of Hilton Franchise Holding LLC is 7930

Jones Branch Drive, Suite 1100, McLean, Virginia 22102. Prior to August 1, 2009, the principal business address of our parents was 9336 Civic Center Drive, Beverly Hills, California 90210.

We became the franchisor of hotels which will operate under the Hampton Inn and Hampton Inn and Suites Licensed Brands in all locations within the fifty states of the United States of America, the District of Columbia, and the Territories and Possessions of the United States (the "US") on October 24, 2007. Our affiliate Hampton Inns International Franchise LLC became the franchisor of those hotels outside the US on that date.

This Disclosure Document describes our franchise licenses for hotels which will operate under the Hampton Inn and Hampton Inn & Suites Licensed Brands within the US. Our affiliate Hampton Inns International Franchise LLC offers franchise licenses for hotels which will operate under the Hampton Inn by Hilton and Hampton Inn and Suites by Hilton Licensed Brands outside the US under a separate Disclosure Document.

The Financing Transaction and the Operating Agreement

In October 2007, in connection with the financing of the transaction which was the subject of the Merger Agreement, Promus assigned all of its franchise license agreements governing Hampton Inn and Hampton Inn & Suites hotels to our affiliate, HLT Existing Franchise Holding LLC, a Delaware limited liability company formed in September 2007. Also in October 2007, in connection with the same financing transaction, we were established for the purpose of expanding and administering the Hampton Inn and Hampton Inn & Suites network and system (through new licenses and other means) within the US. In connection with the financing transaction, trademarks, service marks and all other intellectual property rights for the Hampton Inn and Hampton Inn & Suites brand hotels in the US, previously owned by Hilton Hospitality, Inc., were assigned to our affiliate HLT Domestic IP LLC, a Delaware limited liability company formed in September 2007. HLT Domestic IP LLC has granted us a license to use and sublicense the trademarks, service marks and other intellectual property rights related to Hampton Inn and Hampton Inn & Suites brand hotels throughout the US. The term of the license agreement between us and HLT Domestic IP LLC continues indefinitely so long as each party continues to be an affiliate of Hilton Worldwide.

Under a form of management agreement known as an "Operating Agreement" between us and HHC (now Hilton Worldwide) entered into in October 2007 as part of the financing transaction, Hilton Worldwide will – at all times acting on our behalf – discharge all of our duties and obligations under Hampton Inn and Hampton Inn & Suites Franchise License Agreements governing hotels situated in the US, including: discharging all of our obligations to licensees; managing the Hampton Inn and Hampton Inn & Suites license network; marketing, offering and negotiating new, re-license and renewal Franchise License Agreements as our franchise broker; furnishing assistance to Hampton Inn and Hampton Inn & Suites licensees in the US; implementing our quality assurance programs; and, otherwise on our behalf, discharging all duties we owe under Franchise License Agreements governing Hampton Inn and Hampton Inn & Suites hotels in the US.

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

Our Licenses

Promus, our predecessor, licensed, owned and operated Hampton Inn and Hampton Inn & Suites hotels between May, 1995 and October 24, 2007. Hampton Inn hotels have been franchised since 1983, first by predecessors of Promus, then by Promus, and now by us. Hampton Inn & Suites hotels were first franchised by a predecessor of Promus in 1993.

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

The System currently includes the Licensed Brand and the Marks (see Item 13); access to a reservation service; advertising, publicity and other marketing programs and materials; training programs and materials; standards, specifications and policies for construction, furnishing, operation, appearance and service of the hotel; and other elements we refer to in the Franchise License Agreement, in the Manual (see Item 8) or in other communications to you, and programs for our inspecting your hotel and consulting with you. We may add elements to the System or modify, alter or delete elements of the System.

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

The Franchise License Agreement you sign will be modified by an Attachment providing for new development, change of ownership (or other re-licensing) or conversion, depending upon your situation. These situations are referred to in this Disclosure Document as "New Development," "Change of Ownership," "Re-licensing" and "Conversion", respectively.

During the term of the franchise, we may offer to amend your Franchise License Agreement as part of the offer of a new program or for some other reason. If you agree to the proposed changes, you must sign our then current form of amendment that will contain our standard estoppel and general release. Our standard estoppel and general release provisions are included in the Voluntary Termination Agreement attached as Exhibit L to this Disclosure Document.

Various of our affiliates, also direct and indirect subsidiaries of Hilton Worldwide, own, lease and/or manage Hampton Inn and/or Hampton Inn & Suites hotels throughout the world. In certain situations, you may choose to have our affiliate Hampton Inns Management LLC manage your hotel under a management agreement, to be signed at the same time as, or after, you sign your Franchise License Agreement. Hampton Inns Management LLC is a Delaware limited liability company formed in September 2007. Its principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102. Hilton International Manage LLC manages Hampton Inn and Hampton Inn & Suites hotels outside the US. Hilton International Manage LLC is a Delaware limited liability company formed in September 2007. Its principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102.

Our Affiliates and Their Predecessors

Promus is also the predecessor of two of our affiliates, Embassy Suites Franchise LLC and Homewood Suites Franchise LLC. Embassy Suites Franchise LLC and Homewood Suites Franchise LLC have been the franchisors for the Embassy Suites hotel brands and the Homewood Suites by Hilton hotel brand, respectively, in the US since October 24, 2007. Their principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102. Promus franchised the Embassy Suites hotel brand and the Homewood Suites by Hilton hotel brand until that date.

Embassy Suites Franchise LLC is a Delaware limited liability company formed in September 2007. The Embassy Suites Hotels are high quality, all-suite hotels. Embassy Suites Hotel franchises have been offered since 1984, first by predecessors of Promus, then by Promus, and, since October 24, 2007, by Embassy Suites Franchise LLC.

Homewood Suites Franchise LLC is a Delaware limited liability company formed in September 2007. Homewood Suites by Hilton hotels have been franchised and marketed primarily to the extended stay traveler since 1988, first by Promus's predecessors, then by Promus. Homewood Suites Franchise LLC has franchised Homewood Suites by Hilton hotels since October 24, 2007.

Promus previously offered franchises for Embassy Vacation Resort and Hampton Vacation Resort timeshare properties, but ceased doing so. Between January 2007 and October 24, 2007, Promus offered licenses for hotels in the Americas excluding the United States under the names "Embassy Suites by Hilton", "Hampton Inn by Hilton", and "Hampton Inn & Suites by Hilton". In addition to franchising hotel systems, Promus (or its affiliates) owned and operated hotels under those brands. These hotels are now owned and operated by various affiliates of ours.

Our affiliate Doubletree Franchise LLC has been the franchisor of Doubletree brand hotels – Doubletree, Doubletree by Hilton, Doubletree Guest Suites, and Doubletree Suites by Hilton – in the US since October 24, 2007. Doubletree Franchise LLC is a Delaware limited liability company formed in September 2007. Its principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102. Its predecessor, Doubletree Hotel Systems, Inc. offered Doubletree hotel franchises between February 1989 and October 24, 2007 and offered Doubletree Guest Suites franchises between 1995 and October 24, 2007. Doubletree brand hotels are high quality full-service, all-suites and limited-service hotels. Doubletree Hotel Systems, Inc. formerly offered hotel licenses under the name "Doubletree Club Hotel" between 1995 and February 2005. Between January 2007 and October 24, 2007, Doubletree Hotel Systems, Inc. offered licenses for hotels in Canada, Mexico, Central America, South America, and the Caribbean (collectively, "the Americas excluding the United States") under the names Doubletree Hotel by Hilton and Doubletree Guest Suites by Hilton.

Four of our affiliates, Hilton Franchise LLC, Hilton Garden Inns Franchise LLC, Waldorf Astoria Franchise LLC and Conrad Franchise LLC have the same predecessor, Hilton Inns, Inc. ("Hilton Inns"). Hilton Inns is a Delaware corporation incorporated in July 1962. The principal business address of these affiliates and Hilton Inns is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102.

Hilton Franchise LLC has been the franchisor for Hilton hotels in the US since October 24, 2007. Hilton Inns offered franchises for Hilton hotels between July, 1962 and October 24, 2007. Hilton hotels are first-class, full service upscale hotels. Hilton Franchise LLC is a Delaware limited liability company formed in September 2007.

Hilton Garden Inns Franchise LLC has been the franchisor for Hilton Garden Inn hotels in the US since October 24, 2007. Hilton Garden Inns Franchise LLC is a Delaware limited liability company formed in September 2007. The Hilton Garden Inn hotel is a first-class, mid-priced, two to six story, generally 80-250 room hotel featuring a unique pavilion structure providing a "living room" type lobby. The Hilton Garden Inn offers focused service, food and beverage service and meeting rooms based upon the Hilton Garden Inn target customers' needs.

Waldorf Astoria Franchise LLC has been the franchisor for The Waldorf Astoria Collection hotels in the US since October 24, 2007 and for the Waldorf Astoria hotels in the US since November 16, 2007. Waldorf Astoria Franchise LLC is a Delaware limited liability company formed in September 2007. Hilton Inns offered franchises for The Waldorf Astoria Collection hotels between January 2007 and October 24, 2007. Both The Waldorf Astoria Collection and the Waldorf Astoria hotel brands extend the cachet of New York's legendary Waldorf Astoria hotel. The Waldorf Astoria Collection hotels are luxury hotels whose primary identification is the subject hotel's historical (or other) name and which bear the secondary identifier "Waldorf Astoria Collection Hotel". The hotels range in size from 100 to 1500 rooms. The Waldorf Astoria hotels are luxury hotels located predominantly in global gateway cities, typically ranging in size from 300 to 500 rooms. They offer the finest levels of luxury products and services. These hotels will have some iconic references to the first Waldorf Astoria in New York City. They will be referred to as "The Waldorf Astoria (geographical location)".

Hilton Inns also offered hotel licenses for Conrad hotels from September 2007 to October 24, 2007. On October 24, 2007, our affiliate Conrad Franchise LLC became the franchisor of Conrad hotels in the US. Conrad Franchise LLC is a Delaware limited liability company formed in September 2007. Each Conrad hotel is unique in character but united by world-class luxury service standards, pioneering culinary concepts and the latest technology.

Hilton Inns previously offered hotel licenses under the name "Hilton Residential Suites" between January 1999 and November 1999, but ceased doing so at such time; no hotels were licensed during this period. Hilton Inns also previously offered hotel licenses under the name "CrestHil by Hilton". The three hotels which it licensed under the "CrestHil by Hilton" name have since changed their names to "Hilton Garden Inn".

Hilton Inns also previously offered hotel licenses under the name "Hilton Suites" from April 1991 to February 2005. Hilton Inns ceased offering these licenses as of February 2005. There are currently nine licensed hotels operating under the name "Hilton Suites".

Hilton Inns' former affiliate Red Lion Hotels, Inc., which offered hotel licenses under the Red Lion name since June 1999, was sold along with the Red Lion service marks and properties to WestCoast Hospitality on December 31, 2001. Hilton Inns ceased to offer hotel licenses under the Red Lion name and our affiliates do not do so. Through an affiliate, Hilton Inns retained an ownership interest in one Red Lion hotel in Austin, Texas, subject to a royalty-free perpetual trademark license from WestCoast Hospitality.

In addition, in November 2005, Hilton Inns began offering franchises for Finn & Porter restaurants to be operated at Hilton hotels. We and our affiliates may offer Finn & Porter franchises in the future.

Our affiliate HLT ESP Franchise LLC has been the franchisors for the Home2 Suites by Hilton hotel brand in the US since January 2009. HLT ESP Franchise LLC is a Delaware limited liability company formed in November 2008. Its principal business address is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102. The Home2 Suites by Hilton hotels are innovative hotels featuring amenities targeted to the extended-stay traveler.

As of December 31, 2010 we and our Affiliates had the following number of franchised lodging facilities open and operating worldwide under the Hilton Worldwide brands: Conrad, 1; Doubletree (including Doubletree by Hilton and Doubletree Suites by Hilton), 199; Embassy Suites (including Embassy Suites by Hilton), 205; Hampton (including Hampton Inn, Hampton Inn by Hilton, and Hampton Inn and Suites (including Hampton Inn and Suites by Hilton), 1811; Hilton, 252; Hilton Garden Inn, 504; Home2 Suites by Hilton, 0; Homewood Suites by Hilton, 304; Waldorf=Astoria, 6;.

Since October 24, 2007, our affiliates Hilton International Franchise LLC, Hilton Garden Inns International Franchise LLC, HLT International Waldorf=Astoria Franchise LLC, HLT International Conrad Franchise LLC, Doubletree International Franchise LLC, Embassy Suites International Franchise LLC, Hampton Inns International Franchise LLC, Homewood Suites International Franchise LLC (together with HLT ESP International Franchise LLC, HLT ESP International Franchisor Corporation and Hilton International Franchisor Corporation are referred to collectively as the "International Franchisors"), have been the franchisors of Hilton Worldwide's brands outside of the US. HLT ESP International Franchise LLC, HLT ESP International Franchisor Corporation and Hilton International Franchisor Corporation began offering franchises outside of the US in 2009. Each International Franchisor is a Delaware limited liability company (except for HLT ESP International Franchisor Corporation and Hilton International Franchisor Corporation, each of which is a Delaware corporation) and its principal place of business is located at 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102. Each International Franchisor except HLT ESP International Franchise LLC, HLT ESP International Franchisor Corporation and Hilton International Franchisor Corporation was formed in October 2007. HLT ESP International Franchise LLC, HLT ESP International Franchisor Corporation and Hilton International Franchisor Corporation were formed in November, 2008.

Hilton International Franchise LLC is the international franchisor for the Hilton hotel brand and it offers franchises for hotels outside of the US under the name Hilton; Hilton Garden Inns International Franchise LLC is the international franchisor for the Hilton Garden Inn hotel brand and it offers franchises for hotels outside of the US under the name Hilton Garden Inn; HLT International Waldorf=Astoria Franchise LLC is the international franchisor for both The Waldorf Astoria Collection hotel brand and the Waldorf Astoria hotel brand and it offers franchises for hotels outside of the United State under the names The Waldorf Astoria Collection and Waldorf Astoria; and HLT International Conrad Franchise LLC is the international franchisor for the Conrad hotel brand and it offers franchises for hotels outside of the US under the name Conrad.

Doubletree International Franchise LLC is the international franchisor for the Doubletree hotel brand and it offers franchises for hotels outside of the US under the names Doubletree by Hilton and Doubletree Suites by Hilton; Embassy Suites International Franchise LLC is the international franchisor for the Embassy Suites hotel brand and it offers franchises for hotels outside of the US under the name Embassy Suites by Hilton; Hampton Inns International Franchise LLC is the international franchisor for the Hampton hotel brand and it currently offers licenses for hotels outside of the US under the names Hampton Inn by Hilton, Hampton Inn & Suites by Hilton, and Hampton by Hilton; and Homewood Suites International Franchise LLC is the international franchisor for the Homewood Suites by Hilton hotel brand and it currently offers licenses for hotels outside the US under the name Homewood Suites by Hilton.

Hilton International Franchisor Corporation, depending on the tax structure of the country in question, may be the franchisor of the Hilton, Hilton Garden Inn, The Waldorf Astoria Collection, Waldorf Astoria, Conrad, Homewood Suites by Hilton, Doubletree, Embassy Suites and Hampton hotel brands outside of the US instead of one of the entities named above.

Depending on the tax structure of the country in question, either HLT ESP International Franchise LLC or HLT ESP International Franchisor Corporation will be the international franchisor for the Home2 Suites by Hilton brand and will offer licenses for hotels outside the US under the name Home2 Suites by Hilton.

On February 23, 2006, HHC (now Hilton Worldwide) acquired most of the lodging and certain other assets of Hilton Group plc and related companies (collectively, "Hilton International"). The assets included substantially all of Hilton International's company-owned and company-leased hotels, hotel franchise agreements and hotel management agreements, as well as certain assets including the "Hilton" name and mark outside of the United States and Hilton International's rights to the "Scandic", "Scandic by Hilton" and "Coral by Hilton" trade names and marks. Prior to the close of the transaction, HHC (now Hilton Worldwide), through one or more of its subsidiaries, owned the Hilton trade name and mark in the United States and held an exclusive license from Hilton International to franchise and use the Hilton trade name and mark in Canada and Mexico.

Hilton International began operating Hilton hotels outside the United States in 1964, and it began offering franchises for the operation of Hilton hotels outside of the United States in 1968. In 2001, Hilton Group plc acquired Scandic Hotels AB ("Scandic"). In 2004, Hilton International began offering franchises under the "Scandic by Hilton" trade name and mark. Between 2004 and October 2007 Hilton International offered franchises under the "Trident Hilton" trade name and mark in conjunction with Oberoi Hotels PVT Ltd. (which owns and licenses the "Trident" name and mark) and from 2003 to 2006, Hilton International offered franchises under the "Coral by Hilton" trade name and mark. As a result of the Hilton International transaction, HHC (now Hilton Worldwide), through one or more of its subsidiaries, was the exclusive owner of the "Hilton", "Scandic" and "Scandic by Hilton" trade names and marks worldwide. On April 26, 2007, HHC (now Hilton Worldwide) sold the Scandic brand, trade names and marks to EQT, a Swedish private equity firm, and HHC (now Hilton Worldwide) ceased to offer licenses under the "Scandic" or "Scandic by Hilton" trade names and marks.

Beginning in 2006, Hilton International began offering licenses for hotels outside of the United States and the Americas under the names Hilton Garden Inn, Doubletree by Hilton, Embassy Suites by Hilton, Homewood Suites by Hilton, and Hampton by Hilton. Since October 24, 2007, as stated above, licenses for Hilton, Hilton Garden Inns, The Waldorf Astoria Collection, Waldorf Astoria, Conrad, Doubletree, Embassy Suites and Hampton Inns hotels outside the US have been offered by affiliates of ours.

Our affiliate HPP International Corporation (f/k/a Conrad International Corporation) and its related entities offered licenses for the use of the "Conrad" and "Conrad International" names for hotel operations from 1985 until October 24, 2007. The principal business address of HPP International Corporation is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102. Since October 24, 2007, Conrad Franchise LLC has offered franchises for Conrad hotels in the US and HLT International Conrad Franchise LLC has offered franchises for Conrad hotels outside of the US. The principal business address of Conrad Franchise LLC is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102.

The following Hilton Worldwide affiliates provide products or services to our licensees:

1. Hilton Reservations Worldwide, L.L.C., d/b/a Hilton Reservations & Customer Care, successor-in-interest to Hilton Service Corporation ("Hilton Reservations Worldwide"), a wholly owned subsidiary of Hilton Worldwide, will provide you with its national and international reservation services and systems ("Hilton Reservation Service"). (See Items 6 and 8). Hilton Reservations Worldwide provides the Hilton Reservation Service to all System hotels, U.S. Hilton hotels, Conrad International

hotels, and Hilton International hotels (except where prohibited by law). The principal business address of Hilton Reservations Worldwide is 2050 Chennault Drive, Carrollton, Texas 75006.

2. Hilton Supply Management LLC ("Hilton Supply Management"), a wholly owned subsidiary of Hilton Worldwide, distributes hotel furniture, furnishings, fixtures, equipment and supplies, and certain food and beverage supplies. (See Items 6 and 8). You may purchase these items from Hilton Supply Management but you are not obligated to do so. The principal business address of Hilton Supply Management is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102.

3. Hilton HHonors Worldwide, LLC ("Hilton HHonors Worldwide"), a wholly owned subsidiary of Hilton Worldwide, owns, operates and administers the Hilton HHonors® guest reward program. You must participate in the programs of Hilton HHonors Worldwide. (See Item 6). The principal business address of Hilton HHonors Worldwide is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102.

4. Hilton Systems Solutions, LLC ("HSS"), a wholly owned subsidiary of Hilton Worldwide, provides computer hardware, software and support services for all of Hilton Worldwide's brands. HSS is the "Hilton" party to, and signatory for, the HITS Agreement. The principal business address of HSS is 7930 Jones Branch Drive, Suite 1100, McLean, Virginia 22102.

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

The Market and Competition

The market for your services will depend on your property's location, size and its type of operation (that is, resort, conference center, hotel for frequent business travelers, etc.). Our licensees seek customers and business referrals from the local community and typically solicit business from conventions, and tour and travel groups, on a regional and national level.

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

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

We and our affiliates engage in a wide range of business activities in lodging and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with your Hotel and the System. We and/or our affiliates and/or Blackstone and/or its affiliates may own, operate, franchise, license, acquire or establish, or serve as franchisee or licensee for, competitive guest lodging facilities or networks anywhere, including within your Restricted Area (if any), under any names or marks (but not, within your Restricted Area, if any, under the name or mark "Hampton Inn or Hampton Inn & Suites"). We and/or our affiliates and/or Blackstone's affiliates and/or funds may also furnish services, products, advice and support to guest lodging facilities, networks, properties or concepts located anywhere, including within your Restricted

Area (if any), in any manner we, Blackstone or our respective affiliates determine. We and/or any of our affiliates may be sold to or otherwise acquired by an existing competitor or newly formed entity which itself has established or may establish competitive guest lodging facilities located anywhere (provided that your Restricted Area protections, if any, will be observed). We and/or our affiliates may render services to hotels owned, managed, operated, franchised and/or licensed by Blackstone and/or its affiliates or funds. Further, we and/or our affiliates and/or Blackstone and/or its affiliates may purchase, merge, acquire, or affiliate in any other way with any franchised or non-franchised network or chain of guest lodging facilities or any other business operating guest lodging facilities regardless of the location of that network, chain or other business's facilities, including within your Restricted Area (if any), and that following such activity we may operate, franchise or license those other facilities under any names or marks anywhere regardless of the location of those businesses and/or facilities. There is no mechanism for resolving any conflicts that may arise between your hotel and other hotels described in this paragraph.

Laws, Rules and Regulations

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

ITEM 2 BUSINESS EXPERIENCE

Director, Executive Vice President and Chief Financial Officer: Thomas Kennedy

Mr. Kennedy has served as our Director, Executive Vice President and Chief Financial Officer since March 1, 2010. He also holds those positions with the other franchising entities.* Mr. Kennedy has also served as Hilton Worldwide's Executive Vice President and Chief Financial Officer since September 2008. From January to September 2008 Mr. Kennedy worked as a self-employed consultant in Tulsa, Oklahoma and Fort Lauderdale, Florida. From 2003 to 2007 Mr. Kennedy served as Executive Vice President and Chief Financial Officer of Vanguard Car Rental in Ft. Lauderdale, Florida, and Tulsa, Oklahoma.

Director, Senior Vice President and Treasurer: Kevin Jacobs

Mr. Jacobs has served as our Director, Senior Vice President, and Treasurer since March 1, 2010. He also holds those positions with the other franchising entities. Mr. Jacobs has also served as Hilton Worldwide's Senior Vice President, Corporate Strategy and Treasurer since May 2009. From June

* The "franchising entities" include HLT ESP Franchise LLC, Hilton Franchise LLC, Hilton Garden Inns Franchise LLC, Waldorf Astoria Franchise LLC, Conrad Franchise LLC, Embassy Suites Franchise LLC, Homewood Suites Franchise LLC, Hampton Inns Franchise LLC, Doubletree Franchise LLC, Hilton International Franchise LLC, HLT International Waldorf=Astoria Franchise LLC, Embassy Suites International Franchise LLC, Doubletree International Franchise LLC, Homewood Suites International Franchise LLC, HLT International Conrad Franchise LLC, Hilton Garden Inns International Franchise LLC, Hampton Inns International Franchise LLC, HLT ESP International Franchise LLC, HLT ESP International Franchisor Corporation and Hilton International Franchisor Corporation.

2008 through May 2009, he served as Senior Vice President, Corporate Strategy for Hilton Worldwide. From January through May, 2008, he served as Senior Vice President, Mergers & Acquisitions and Treasurer for Fairmont Raffles Hotels International in Toronto Canada. From July through December 2007, he was Senior Vice President, Mergers & Acquisitions for that company. From May 2000 through July 2007, he held various positions with Host Hotels and Resorts in Bethesda, Maryland, ending as Vice President of Corporate Finance & Investor Relations.

Director: Robert K. Rowell

Mr. Rowell has served as our Director since October 2007. He also holds this position with the other franchising entities. Since September 1996, Mr. Rowell has been Executive Vice-President and General Counsel for National Registered Agents, Inc. in Townshend, Vermont.

Director: Joseph K. Winrich

Mr. Winrich has served as our Director since October 2007. He also holds this position with the other franchising entities. Since July 2003, Mr. Winrich has been Director of Legal Research for National Registered Agents, Inc. Prior to that Mr. Winrich was the Senior Corporate Paralegal for Casner & Edwards in Boston, Massachusetts.

Senior Managing Director and President: Jonathan D. Gray

Jonathan D. Gray has served as our Senior Managing Director and President since October 2007. He also holds those positions with the other franchising entities. In addition, Mr. Gray has served as Director of Hilton Worldwide since October 2007. He is currently a Senior Managing Director and Co-Head of the Real Estate Group for The Blackstone Group in New York, New York, with which he has been associated since 1992.

Senior Managing Director and Vice President: Kenneth A. Caplan

Kenneth A. Caplan has served as our Senior Managing Director and Vice President since October 2007. He also holds those positions with the other franchising entities. In addition, Mr. Caplan has served as Director of Hilton Worldwide since October 2007. He is currently a Senior Managing Director in the Real Estate Group for the Blackstone Group in New York, New York, with which he has been associated since 1997.

Senior Managing Director and Vice President: Michael S. Chae

Michael S. Chae has served as our Senior Managing Director and Vice President since October 2007. He also holds those positions with the other franchising entities. In addition, Mr. Chae has served as Director of Hilton Worldwide since October 2007. He is currently a Senior Managing Director in the Corporate Private Equity Group for the Blackstone Group in New York, New York, with which he has been associated since 1997.

Senior Managing Director and Vice President: William Stein

William Stein has served as our Senior Managing Director and Vice President since October 2007. He also holds those positions with the other franchising entities. In addition, Mr. Stein has served as Director of Hilton Worldwide since October 2007. He is currently a Senior Managing Director in the Real Estate Group for The Blackstone Group in New York, New York, with which he has been associated since 1997.

Senior Vice President: William Fortier

Mr. Fortier has served as our Senior Vice President since October 2007. He also holds this position with the other franchising entities. He has also served as Hilton Worldwide's Senior Vice President – Development – Americas since October 2007. From May 2000 to October 2007 he served as Hilton Worldwide's Senior Vice President – Franchise Development.

Vice President: Robert Goodloe Harper

Mr. Harper has served as our Vice President since October 2007. He also holds this position with the other franchising entities. From October 2007 through February 2010, he also served as our Director. He is currently a Managing Director in the Real Estate Group for The Blackstone Group in New York, New York, with which he has been associated since 2002.

Vice President: Dawn Beghi

Ms. Beghi has served as our Vice President since October 2007. She also holds this position with the other franchising entities. Ms. Beghi has also served as Vice President – Development Contract Administration, America’s Region for Hilton Worldwide in Los Angeles, California since August, 2009. From February 2001 to August 2009 she was Vice President-Franchise Administration.

Vice President and Assistant Secretary: Karen Boring Satterlee

Ms. Satterlee has served as our Vice President and Assistant Secretary since March 1, 2010. She also holds those positions with the other franchising entities. In addition, Ms. Satterlee has served as Vice President and Senior Counsel--Global Franchise and Development of Hilton Worldwide since August 2009. She was the Director of Franchise Licensing and Corporate Counsel of Starbucks Coffee Company in Seattle, Washington from January 2004 to August 2009.

Senior Vice President – Philip Keith Cordell

Mr. Cordell has served as a Senior Vice President of ours since October 2007. Since March 1, 2010 he has served in the same capacity for Hilton Garden Inn Franchise LLC, HLT ESP Franchise LLC, Homewood Suites Franchise LLC, Hampton Inns International Franchise LLC, Hilton Garden Inns International Franchise LLC, HLT ESP International Franchise LLC, HLT ESP International Franchisor Corporation, and Homewood Suites International Franchise LLC and Hilton International Franchisor Corporations. Mr. Cordell has served as Global Head – Hampton Inn (f/k/a Senior Vice President - Brand Management Hampton Inn) for Hilton Worldwide since December 1999 and as Global Head – Focused Service Category for Hilton Worldwide since June 2008.

Franchise Broker: Hilton Worldwide, Inc.

As detailed in Item 1, under an Agreement entered into in October 2007, Hilton Worldwide acts as our franchise broker and is empowered to act on our behalf in the sale of franchises and operation of our franchise program. In addition to our officers and directors listed above who also hold offices in Hilton Worldwide, the following are directors and officers of Hilton Worldwide who will have management responsibility over this activity.

Director: Chad Pike

Mr. Pike has served as Director of Hilton Worldwide since December 2007. He has served as Co-Head of the Real Estate Group of The Blackstone Group since January 2006 and as its Senior Managing Director since January 2003. Mr. Pike is based in London, England.

Director: Leonard Potter

Mr. Potter has served as a Director of Hilton Worldwide since December 2007. He has served as a Partner and Co-Head of the Private Equity Group of Soros Fund Management in New York New York since April 2005. From December 2002 to April 2005, Mr. Potter was a Partner at Soros Private Equity Investors in New York, New York.

Director: John Schreiber

Mr. Schreiber has served as a Director of Hilton Worldwide since December 2007. He has been President of Centaur Capital Partners, Inc. since 1991, and he was a Co-Founder and has been a

Partner of Blackstone Real Estate Advisors since October 1992. Mr. Schreiber is based in Chicago, Illinois.

Director: Douglas M. Steenland

Mr. Steenland has served as a Director of Hilton Worldwide since November, 2009. Since 2009, he has been a Consultant in Washington, DC and Senior Advisor to Blackstone's Private Equity Group. From 2004 to 2008, he was CEO of Northwest Airlines in Eagan, Minnesota.

Director, President and Chief Executive Officer: Christopher J. Nassetta

Mr. Nassetta has served as a Director, President and Chief Executive Officer of Hilton Worldwide since December 2007. From 2000 to November 2007, Mr. Nassetta was President and Chief Executive Officer of Host Hotels & Resorts, Inc., in Bethesda, Maryland.

President, Global Brands and Shared Services: Paul J. Brown

Mr. Brown has served as Hilton Worldwide's President, Global Brands and Shared Services since December 2008. From January 2005 to December 2008, Mr. Brown served as President of Expedia North America and Expedia's Partner Services Group in Bellevue, Washington. From February 2001 to January 2005 Mr. Brown was a partner and leader of the global travel and hospitality practice at McKinsey & Company in London, United Kingdom.

President, Global Operations: Ian Carter

Mr. Carter has served as Hilton Worldwide's President, Global Operations since March 2008. He served as Hilton International's Executive Vice President, Chief Executive Officer and Director between January 2005 and March 2008, in Watford, United Kingdom.

President - Hilton Grand Vacations: Mark D. Wang

Mr. Wang has served as Hilton Worldwide's President - Hilton Grand Vacations since March 2008. He served as Executive Vice President, Hilton Grand Vacations, Asia-Pacific/Hawaii Region from January 2007 to March 2008 and as Senior Vice President, Hilton Grand Vacations, Hawaii Region from November 2003 to January 2007.

Senior Vice President, Acting General Counsel and Acting Secretary: John Dent

Mr. Dent has served as Hilton Worldwide's Senior Vice President, Acting General Counsel and Acting Secretary since November 15, 2010. From March of 2009 until November 14, 2010, Mr. Dent served as Hilton Worldwide's Senior Vice President and Assistant General Counsel - Development. From September 2001 until February 2009, Mr. Dent served as Vice President and Senior Counsel for Hilton Worldwide.

Senior Vice President –Development – North America: Craig A. Mance

Mr. Mance has served as Hilton Worldwide's Senior Vice President –Development – North America since October, 2010. From July 2008 to October 2010, he was Senior Vice President-Franchise Development-North America. From 1999 to July, 2008 Mr. Mance served as Hilton Worldwide's Vice President Development - Northeast Region.

Vice President - Managed Development – North America: Gregory Rockett

Mr. Rockett has served as Vice President - Managed Development for Hilton Worldwide since December 2008. From July to December, he was Hilton Worldwide's Vice President of Development—Southeast US and Caribbean. Prior to that, he served as Hilton Worldwide's Vice President Development Latin America.

Vice President and Managing Director –Development – Southeast Region: Stephen H. Crabill

Mr. Crabill has served as Hilton Worldwide's Vice President and Managing Director – Development Southeast Region since October 2010. He served as Vice President and Managing Director – Franchise Development Southeast Region from September 2008 to October 2010. From August 1996 to August 2008 he served as Hilton Worldwide's Vice President – Franchise Development Southeast Region.

Vice President and Managing Director –Development – Southwest Region: Ted Ent

Mr. Ent has served as Hilton Worldwide's Vice President and Managing Director- Development-Southwest Region since October, 2010. From March 2007 to October 2010, he served as Hilton Worldwide's Vice President-Franchise Development in the Central Region. From June 2004 to March 2007, he served in various capacities with Hilton Worldwide, including Director –Condo Hotel Services, VP Condo Hotel Services, and VP Mixed Use Developments.

Vice President and Managing Director –Development - Northeast Region/Canada: Thomas Lorenzo

Mr. Lorenzo has served as Hilton Worldwide's Vice President and Managing Director- Development-Northeast Region/Canada since October 2010. From September 2008 to October 2010 he was Vice President and Managing Director- Franchise Development-Northeast Region/Canada. From July through August 2008, he was Vice President Franchise Development Northeast Region/Canada. Prior to July 2008, he served as Hilton Worldwide's Senior Director Franchise Development in the Northeast Region.

Vice President and Managing Director –Development – Northwest Region: Matthew G. Wehling

Mr. Wehling has served as Hilton Worldwide's Vice President and Managing Director- Development-Northwest Region since October 2010. From September 2008 to October 2010, he served as Hilton Worldwide's Vice President Franchise Development in the Central Region. From 1999-September 2008, he served in various capacities for Hilton Worldwide, including Director-Franchise Development and Senior Director-Franchise Development in the Central Region.

Chief Development Representative – Central America and Caribbean: Simon Suarez

Mr. Suarez has served as Hilton Worldwide's Chief Development Representative – Central America and Caribbean since May 2007. From March 1999 to March 2007, Mr. Suarez was Executive Vice President of Coral Hotels & Resorts, S.A., in Santo Domingo, Dominican Republic.

**ITEM 3
LITIGATION**

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

A. PENDING ACTIONS – INVOLVING HILTON WORLDWIDE (F/K/A HHC)

U.S. v. Hilton Worldwide, Inc. (United States District Court, District of Columbia, Case No. 1:10-cv-01924-RWR).

Hilton Worldwide, Inc., (“HWI”) and the United States Department of Justice (“United States”) have agreed to a form of Consent Decree (the “Consent Decree”) addressing alleged violations of Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181 et seq. (the “ADA”). The United States alleged that: 1) HWI failed to design and construct its owned facilities constructed for first occupancy after

January 26, 1993 (“Post-1993 Hotels”) in compliance with the ADA; 2) certain Managed and Franchised Post-1993 Hotels operated under HWI’s Brands do not comply with the ADA; 3) HWI failed to provide individuals with disabilities the same opportunity to reserve accessible guestrooms using its on-line and telephonic reservations systems that is available for reserving other Brand hotel rooms; and 4) such actions or practices constitute a pattern or practice of violating Title III of the ADA.

HWI denies that it has violated the ADA at its owned hotels or that it is in any way responsible for any purported non-compliance with the ADA in connection with hotels that it does not own or manage. HWI neither owns nor operates, within the meaning of Title III of the ADA, 42 U.S.C. § 12182(a), the vast majority of Brand Hotels. HWI specifically denies that it operates, within the meaning of Title III of the ADA, 42 U.S.C. § 12182(a), any Franchised Hotels for purposes of liability under 42 U.S.C. § 12182. HWI further states that its Reservations System provides individuals with disabilities ample opportunity to identify and reserve accessible rooms that are available at hotels within the Reservations System. HWI also denies that it failed to design and construct its hotels in accordance with the requirements of Title III of the ADA.

The United States and HWI agreed to resolve these issues through the entry of a Consent Decree, which was entered by the Court on November 30, 2010, with an Effective Date of March 30, 2011. The term of the Consent Decree is four years from the Effective Date. During the term of the Consent Decree, HWI shall not engage in any practice that discriminates against any individual on the basis of disability in violation of Title III of the ADA in the provision of lodging and related services and shall: 1) undertake certain specific remedial measures with regard to its owned, joint venture, and managed hotels; 2) engage in certain specific actions with regard to prototype designs and the Hilton Reservation Service (including the website) to assure their compliance with Title III of the ADA; 3) revise its Brand Standards Manuals to include certain ADA requirements; and 4) provide additional ADA training to its employees and make such training available to its managed and franchised properties. In addition, prior to: 1) entering into a new franchise or management agreement to convert an existing Post-1993 Hotel to a Franchised Hotel or Managed Hotel; 2) renewing or extending for more than six (6) months an existing franchise or management agreement (other than unilateral renewals or extensions by the other party to the agreement) for a Franchised Hotel or Managed Post-1993 Hotel; or 3) consenting to a change of ownership at a Franchised Hotel or Managed Post-1993 Hotel, HWI will require the hotel owner to conduct a survey to determine whether the Managed or Franchised Hotel complies with the certain specific requirements of the ADA related to guest rooms and public parking. If the Hotel does not comply with those requirements, the hotel owner will be required to develop a plan to make the Hotel compliant within a set period of time. HWI will require certain architects’ certifications related to newly constructed hotels. HWI has also agreed to pay the United States \$50,000 as part of the resolution of this matter. The Consent Decree applies to HWI and its subsidiaries, including us.

Starwood Hotels & Resorts Worldwide, Inc. v. Hilton Hotels Corporation, Ross Klein and Amar Lalvani, (United States District Court, Southern District of New York, Case No. 09 CV 3862).

On or about April 16, 2009, Starwood Hotels & Resorts Worldwide, Inc. (“Starwood”) filed a complaint against HHC (now Hilton Worldwide) and two of its employees, Ross Klein and Amar Lalvani, both former Starwood employees. In its complaint, as amended on January 14, 2010, Starwood claimed that Messrs. Klein and Lalvani improperly misappropriated Starwood’s confidential and proprietary information and ultimately used that information to develop the Denizen Hotel brand. Starwood asserted the following claims: (i) breach of contract against Messrs. Klein and Lalvani for alleged breach of separate non-solicitation, confidentiality and intellectual property agreements that they signed while employed by Starwood; (ii) tortious interference with contractual relations against Hilton Worldwide for allegedly inducing Messrs. Klein and Lalvani to breach their contracts with Starwood;

(iii) fraud against Mr. Klein and aiding and abetting fraud against Hilton Worldwide and Mr. Lalvani; (iv) breach of fiduciary duty against Messrs. Klein and Lalvani and aiding and abetting breaches of fiduciary duty against Hilton Worldwide; (v) misappropriation of trade secrets, unfair competition, theft/conversion, unjust enrichment, and violation of the Computer Fraud and Abuse Act against all defendants; (vi) inducing breach of contract and tortious interference with contract against Messrs. Klein and Lalvani; (vii) fraud against Hilton Worldwide and Mr. Lalvani, and (viii) aiding and abetting fraud against Mr. Klein.

Starwood sought preliminary and permanent injunctive relief, enjoining all defendants and their respective officers, agents and employees from: (i) using Starwood property and information, which it claims is proprietary, confidential and trade secrets; (ii) pursuing certain hotel owners in designated locations identified by Starwood or negotiating with investors with whom Starwood has current management contracts; (iii) “purging” from all material and websites information Starwood claims is proprietary, confidential and/or trade secrets and preliminary and permanent injunctive relief, enjoining all defendants and their respective officers, agents and employees from using such information; (iv) requiring Hilton Worldwide to make certain disclosures to property owners and industry professionals; (v) appointing a monitor or monitors over Hilton Worldwide’s compliance with any injunctions; (vi) preliminarily and permanently enjoining Hilton Worldwide for a reasonable period of time from expanding its luxury and lifestyle brands; (vii) the destruction of all information relating to the launch and promotion of the Denizen Hotel brand; (viii) findings of contempt against all defendants and (ix) compensatory and punitive damages against all defendants.

On April 23, 2009, the court entered a preliminary injunction, with the consent of all defendants, requiring that the defendants and anyone acting in concert with them: i) cease all development of the Denizen brand; ii) cease using any documents or information that originated from Starwood; and ii) return any such information to Starwood.

In December 2010, the parties entered into a Settlement Agreement (the “Agreement”) resolving this action. Pursuant to the terms of the Agreement, Hilton Worldwide and Messrs Klein and Lalvani have consented to the entry of a court-ordered permanent injunction (the “Injunction”) enjoining the use or distribution of Starwood’s proprietary, confidential or trade secret information, and imposing other restrictions on Hilton Worldwide’s business activities in the lifestyle hotel or branded boutique space for two years. In addition to consenting to the entry of the Injunction, Hilton Worldwide will make a cash payment to Starwood in the amount of \$75,000,000 on or before December 31, 2010 as well as furnish other contingent guarantees and consideration to Starwood. Hilton Worldwide’s management believes that it is unlikely that the guarantees and other consideration will result in any future cash payments from Hilton. Hilton Worldwide’s management also believes that any such guarantees or consideration will not have a material adverse effect on Hilton’s business, financial condition or results of operations. The Agreement provides for mutual releases of the parties and this action is being stayed during the term of the Injunction.

B. CONCLUDED ACTIONS– INVOLVING OUR PREDECESSOR

Marathon Resort & Marina, Ltd., v. Promus Hotels, Inc., Circuit Court of the 16th Judicial District in and for Monroe County, Florida Case No. CAM 02-275.

This action was filed on September 30, 2002 by Marathon Resort & Marina, LTD. (“Marathon”). On May 22, 1998, Marathon and Promus entered into a License Agreement for a Hampton Inn & Suites in Marathon, Florida. On August 29, 2002, Promus terminated the License Agreement for a continual failure to pay fees. Marathon then filed this action asserting claims for breach of contract, breach of implied covenant of good faith and fair dealing, rescission and promissory estoppel. Promus filed a

counterclaim and third-party complaint against Marathon's general partner, Marathon Resort & Marina, Inc., and its three limited partners, Stoltz Marathon Partners, G.P., Marvin J. Rappaport and Melvyn E. Roth, claiming breach of the License Agreement for failure to pay fees, failure to make payments as required under a negotiated payment plan, failure to pay liquidated damages and unjust enrichment. The case settled with a payment to Promus of \$300,000 and dismissal of the action.

David Efron v. Embassy Suites (Puerto Rico), Inc.; Embassy Suites (Isla Verde), Inc.; Promus Hotel Corporation; Mora Development Corporation; First Big Island Steakhouse, Inc.; Cleofe Rubi; Moraima Cintron de Rubi; Emma Cancio Santos; Corporacion de Desarrollo Hotelro; Fundacion Segarra Boerman e Hijos, Inc., United States District Court for the District of Puerto Rico, Civil Action no. 972547 (HL).

David Efron, a partner in the partnership that owns the Embassy Suites facility in Puerto Rico, filed suit on October 22, 1997, alleging that the named defendants had defrauded him and committed other violations of the federal and state "RICO" statutes. The complaint was filed on or near the same day that Efron was contractually obligated to make a cash contribution to the partnership that owns the hotel, Embassy Suites (Isla Verde), Inc. The plaintiff sought reformation of the partnership agreement and unspecified monetary damages. The defendants simultaneously filed Motions to Dismiss and also served upon the plaintiff's counsel a Motion for Rule 11 Sanctions contending that the allegations in the complaint were completely without merit and that the complaint was filed for purposes of harassment. The defendants collectively sought an expedited hearing on these issues. On April 15, 1999, the District Court dismissed the Plaintiff's complaint. On July 21, 1999, the Plaintiff sought appeal to the First Circuit Court of Appeals, which dismissed the case on October 10, 2000. Plaintiff's petition for a Writ of Certiorari was denied by the United States Supreme Court on March 5, 2001.

David Efron individually, and in representation of and for the benefit of ES Hotel Isla Verde, S.E; Hotel Development Corporation v. Embassy Suites (Puerto Rico), Inc., Embassy Suites (Isla Verde), Inc.; Promus Hotel Corporation; Mora Development Corporation, First Big Island Steakhouse, Inc.; Cleofe Rubi Gonzalez; Moraima Cintron de Rubi; Sociedad de Bienes Gananciales; Emma M. Cancio Santos; ES Hotel Isla Verde, S.E.; and Fundacion Segarra Boerman and Sons, Inc., Commonwealth of Puerto Rico Court of First Instance Superior Court, San Juan Part, Civil Action No. KAC02-4085 (508).

On July 23, 2002 David Efron re-filed his lawsuit in state court claiming the same allegations as in the federal case. On December 31, 2002 Efron voluntarily dismissed, released and discharged defendants and agreed that Efron's shares in the partnership are sold and transferred to the purchasers.

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

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

payment to the former franchisee as part of the settlement. The court entered an Order of Dismissal with Prejudice on July 12, 2006.

Hilton Hotels Corporation and Promus Hotels, Inc. v. TSP Hotels, Inc.; Balwantsinh D. Thakor; Lataben B. Thakor; Nitin Shah; Dilipkumar M. Patel; Ramla Dilip Patel Shailendra Devdharma; and Does 1 through 10, Superior Court of State of California, County of Alameda, Docket No. RG04149793.

On April 7, 2004, HHC (now Hilton Worldwide) and Promus filed suit against a former Hampton Inn franchisee and its individual owners and guarantors to collect unpaid franchise fees and to obtain reimbursement for costs, attorneys fees and other expenses associated with the resolution of a third party personal injury suit, *Bridget Bray v. TSP Hotels, Inc., Promus Hotels, Inc., Hilton Hotels Corp., and S&S Security Services*. The franchisee, TSP Hotels, Inc., failed to secure and maintain adequate insurance coverage required to defend and indemnify HHC (now Hilton Worldwide) and Promus for the third party action. In addition, the franchisee failed to pay its franchise fees. The license agreement was terminated on January 5, 2004 for failure to pay franchise fees, among other reasons. This collection action against the franchisee and the individual guarantors seeks the recovery of approximately \$1,500,000.00 in combined damages. The defendants filed a cross complaint on May 28, 2004 making insurance-related allegations against third parties unaffiliated with Hilton Worldwide and Promus (the "insurance parties") and a counterclaim against Hilton Worldwide and Promus alleging wrongful termination, breach of the implied covenant of good faith and fair dealing, promissory estoppel, tortious interference and fraudulent misrepresentations that Promus would refrain from terminating the license agreement. The cross-complaint sought in excess of \$1,000,000 in combined damages and attorneys' fees, expenses and costs from Hilton Worldwide, Promus and the insurance parties. Hilton Worldwide and Promus filed a Demurrer seeking dismissal of the cross-complaint on the basis that the defendants' claims against Hilton Worldwide and Promus are legally without merit based upon the clear language in the license agreement. The matter was settled on December 31, 2005 pursuant to a settlement agreement whereby the franchisee agreed to pay Hilton Worldwide and Promus \$550,000 and dismiss their cross-complaint and counterclaim in exchange for Hilton Worldwide's and Promus's agreement to dismiss the complaint in its entirety.

Palacio del Rio, Ltd. v. Hilton Hotels Corporation, et al., District Court of Bexar County, Texas, 407th Judicial District, Case No. 2000-CI-13691.

This action was filed on September 19, 2000 by Palacio del Rio, Ltd. ("Palacio"), the owner of the Palacio del Rio in San Antonio, Texas. The Palacio del Rio is a hotel managed by HHC (now Hilton Worldwide) pursuant to a management agreement. The petition alleges that by acquiring Promus Hotel Corporation and its subsidiaries, Hilton Worldwide violated a territorial restriction in the management contract prohibiting it from owning or operating other hotels within the restricted territory, specifically with respect to five managed hotels, seven franchised hotels, and a yet-to-be built Embassy Suites managed hotel. The petition named as defendants (i) Hilton Worldwide, Promus Hotel Corporation, Promus Operating Company, Inc., Promus, Doubletree Corporation, Doubletree Hotels Corporation, and Hampton Inns, Inc. (collectively, the "Hilton Parties") and (ii) Riverton Suites, Ltd. ("Riverton") and HPI Suites, Inc. ("HPI") (the developers of the Embassy Suites hotel). The petition was later amended on or about December 5, 2000 to add Doubletree Hotel Systems, Inc. as an additional defendant. As amended, the petition sets forth claims for breach of contract, breach of fiduciary duty, breach of confidential relationship, unfair competition, tortious interference with contract and prospective contractual relationships, civil conspiracy, temporary and permanent injunctive relief, attorneys' fees, and disgorgement of fees and profits.

On October 23, 2000, the Hilton Parties, Riverton, and HPI filed answers denying the allegations of the petition and asserting affirmative defenses, including an affirmative defense of the Hilton Parties that Palacio's claims against the Hilton Parties were subject to mandatory arbitration pursuant to an arbitration clause in the Palacio del Rio management agreement. The Hilton Parties filed a counterclaim asserting a claim against Palacio for tortious interference with business relations and a request for a declaratory judgment that the territorial restriction was not violated by Hilton Worldwide's acquisition of pre-existing franchise and management agreements, or, in the alternative, that the territorial restriction is unenforceable. Riverton and HPI filed counterclaims against Palacio asserting claims for tortious interference with contract, tortious interference with prospective business relations, malicious prosecution, abuse of process, and unfair competition, and also named as additional defendants two entities related to Palacio, Zachry Enterprises, Inc. and Zachry Hospitality Corporation (collectively, "Zachry"). On the same day, a petition in intervention and third-party petition was filed by Hixon Properties Incorporated ("Hixon"), an affiliate of Riverton and HPI, asserting claims against Palacio and Zachry for tortious interference with contract, tortious interference with prospective business relations, abuse of process, unfair competition, suit to quiet title, attorneys' fees, breach of contract, breach of fiduciary duty, and breach of the duty of good faith and fair dealing. (Riverton, HPI, and Hixon are referred to collectively as the "Hixon Parties").

On or about November 27, 2000, Hixon filed a cross-claim against the Hilton Parties (other than Hilton Worldwide) for fraud, fraudulent inducement, fraudulent concealment, civil conspiracy, negligent misrepresentation, breach of contract, and violations of the Texas Free Enterprise and Antitrust Act of 1983, and against Hilton Worldwide for fraud, fraudulent concealment, civil conspiracy, and violations of the Texas Free Enterprise and Antitrust Act of 1983, based on allegations that the Hilton Parties induced Hixon to enter into the license agreement and management agreement for the Embassy Suites hotel despite a possible breach of the territorial restriction in the Palacio management contract. In response to Hixon's cross-claims against the Hilton Parties, Palacio and Zachry filed cross-claims on or about November 29, 2000 for contribution against the Hilton Parties.

On December 13, 2000, the court granted motions by the Hilton Parties to compel arbitration of the claims between the Hilton Parties and Palacio and stay all proceedings between the Hilton Parties and Palacio pending arbitration. In November, 2001, Palacio dismissed all of its claims in arbitration against Doubletree Corporation, Doubletree Hotels Corporation, and Doubletree Hotels Systems, Inc. An arbitration hearing was held on Palacio's claims against the remaining Hilton Parties in April and May 2002. In August, 2002, the arbitration panel issued a final decision and award in which it held, with respect to the territorial restriction issues, that (i) the territorial restriction in the Palacio del Rio management contract applied to hotels owned, managed, or franchised under any brands owned by the Hilton Parties, (ii) Palacio could not unreasonably withhold its consent to the Hilton Parties' ownership, management, or franchising of any such hotels, and (iii) Palacio had not unreasonably withheld its consent to the ownership, management, and franchising of the properties at issue. The panel did not award any monetary relief to Palacio on its claims related to the territorial restriction; but (y) deleted a right of first refusal on sale contained in the Palacio del Rio management agreement, and (z) inserted a performance test in the Palacio del Rio management agreement under which Hilton Worldwide's base management fee would be reduced by specified amounts if the Palacio del Rio's RevPAR index fell below its pre-merger level. The panel also awarded each side a portion of its respective attorneys' fees, with a greater portion awarded to Hilton Worldwide.

In January 2002, the state court granted a motion of the Hilton Parties for partial summary judgment and dismissed the Hixon Parties' claims against the Hilton Parties for breach of contract. In April, 2003, the state court granted a motion of the Hilton Parties for partial summary judgment and dismissed the Hixon Parties' claims against the Hilton Parties for violations of the Texas Free Enterprise and Antitrust Act of 1983. Trial on the remaining state court claims commenced on May

27, 2003. At the close of evidence on June 5, 2003, the court granted the Hilton Parties' motions for a directed verdict as to the Hixon Parties' claims for fraud, fraudulent inducement, fraudulent concealment, and civil conspiracy. The parties then entered into a settlement under which the Hilton Parties paid \$1,800,000 to Hixon in exchange for dismissal of the negligent misrepresentation claim and full mutual releases of all other known and unknown claims.

Inn on Robinwood, Inc., Alamance Inns, Inc. v. Promus Hotels, Inc., Hilton Hotels Corporation, United States District Court for the Middle District of North Carolina, Civil Action No. 1:03CV00885.

On September 17, 2003, two Hampton Inn franchisees filed suit against Promus and HHC (now Hilton Worldwide) seeking declaratory relief and preliminary and permanent injunctive relief and alleging claims for breach of contract, tortious interference with contractual relations, unjust enrichment, and unfair and deceptive trade practices. The action followed a previous state court lawsuit brought by Promus against the same franchisees, *Promus Hotels, Inc. v. Inn on Robinwood, Inc. and Alamance Inns, Inc.* (Tennessee Chancery Court, 30th Judicial District at Memphis, No. 110186-2 T.D.), to recover unpaid fees. The actions concerned the franchisees' attempt to reject various system wide Hampton Inn programs instituted by Promus, despite full participation in those programs by all other franchisees in the Hampton Inn system. Believing that the franchisees' actions were in violation of the license agreements and were potentially undermining the integrity and uniformity of the Hampton Inn system and thereby harming its other franchisees, Promus concluded that it was necessary to immediately remove the franchisees from the system. Promus agreed in this unique circumstance to pay the franchisees \$575,000 for early termination of both license agreements, dismissal with prejudice of both actions, and the franchisees' prompt exit from the Hampton Inn system including de-identification of the properties.

Pillion Properties, Inc. v. Promus Hotels, Inc. and Hilton Hotels Corporation, Dallas County, Texas District Court Docket Number 03-5484, United States District Court for the Northern District of Texas, Civil Action Number 3-03-CV-1317N, and United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division, Case Number 03-45909-DML-11.

On June 2, 2003, the plaintiff, a Hampton Inn franchisee, filed its Complaint seeking, among other things, injunctive relief enjoining the defendant Promus Hotels, Inc. from moving forward with a planned termination of the license agreement relating to the plaintiff's failure to pay franchise fees. The complaint also asserted claims against the defendants for breach of contract, promissory estoppel, tortious interference, unfair competition, conspiracy, fraud and fraudulent concealment. The Dallas County District Court entered an ex parte Order restraining Promus from terminating the license agreement for 5 days and established an injunction hearing date. Prior to the injunction hearing date, the Defendants removed the action to the United States District Court for the Northern District of Texas. In the federal court, the plaintiff sought to renew its request for injunctive relief. The defendants filed their Answer denying all of the plaintiff's allegations. The hearing for a preliminary injunction was set to be heard on June 26, 2003. Hours before the hearing, the plaintiff filed its Chapter 11 bankruptcy petition in the United States Bankruptcy Court for the Northern District of Texas. On September 11, 2003, the defendants filed a Motion for Relief from the Automatic Stay seeking permission to move forward with termination of the license agreement. On December 17, 2003, the Bankruptcy Court entered an Order Modifying the Automatic Stay permitting Promus to terminate the license agreement. On December 31, 2003, the license agreement was terminated and the hotel was removed from the system.

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

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

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

On February 28, 2008, AJ & J Real Estate Development North, LLC ("AJ&J"), a current Hampton Inns franchisee in Cadillac, Michigan, filed suit against Promus Hotels, Inc., in the Circuit Court for the County of Wexford, Michigan alleging that the Promus' removal of AJ&J from the reservation system and notice of termination for AJ&J's failure to comply with certain system standards was a violation of the Michigan Franchise Investment Law. AJ&J has asserted claims against Promus for a temporary restraining order, preliminary injunction, damages for an alleged violation of the Michigan Franchise Investment Law, declaratory judgment and unjust enrichment. In addition to injunctive relief, AJ&J is seeking compensatory damages, costs and attorneys' fees. On March 3, 2008, Promus removed the case from state court to the United States District Court for the Western District of Michigan. The parties entered into a settlement agreement whereby the plaintiff agreed to leave the Hampton Inns system and to pay outstanding franchise fees and Promus' attorneys' fees in an amount totaling \$67,000 in exchange for Promus' waiver of any liquidated damages. The plaintiff's complaint has been voluntarily dismissed with prejudice.

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

On January 19, 2007, plaintiff Metroplaza Two Associates, LLC ("Metroplaza Two"), licensee of the Woodbridge Hilton in Iselin, New Jersey, filed a complaint and a motion, by Order To Show Cause, seeking a preliminary injunction enjoining Hilton Inns from terminating Metroplaza Two's Woodbridge Hilton Franchise License Agreement. On February 22, 2007, plaintiff and a related entity, Metroplaza III New Jersey Associates, LLC ("Metroplaza III"), filed an Amended Complaint, which alleged, generally, that Hilton Inns and Promus wrongfully terminated the Franchise License Agreements for Metroplaza Two's operating Woodbridge Hilton and Metroplaza III's planned Homewood Suites Hotel. Plaintiffs sought a declaratory judgment that the Woodbridge Hilton termination notice was invalid; a preliminary and permanent injunction enjoining Hilton Inns from enforcing the Woodbridge Hilton termination notice; compensatory damages arising from Hilton Inns' issuance of the termination notice; compensatory damages arising from Promus's issuance of the Homewood Suites termination notice; and, compensatory and punitive damages arising from Hilton Inns' alleged tortious interference with the Homewood Suites Franchise License Agreement. The court has granted plaintiffs' motion for

a preliminary injunction, enjoining Hilton Inns from terminating the Woodbridge Hilton Franchise License Agreement, but denied plaintiffs' motion for a preliminary injunction seeking to enjoin the termination of the Promus Homewood Suites Franchise License Agreement. The court has also granted the motion to intervene filed by plaintiffs' lender, LaSalle Bank N.A. The parties entered into a Settlement Agreement in 2009 whereby (i) HLT Existing Franchise Holding LLC, as successor in interest to the named defendants issued a cure letter with regard to the Hilton Woodbridge, Metroplaza Two, the Lender and the Hilton parties released all claims against each other, and dismissed all actions involving Metroplaza Two (including dissolving the preliminary injunction) with prejudice; and (ii) all claims involving Metroplaza III were dismissed without prejudice, with mutual releases effective if Metroplaza III applied to Homewood Suites Franchise LLC within 90 days for a new Homewood Suites Franchise License Agreement and the application was accepted. The application was made and approved, and all claims are released,

HLT Existing Franchise Holding, LLC v. Richfield Hotel Associates Limited Partnership, Richfield Inn Limited Partnership, Palsco, Inc., Caps, General Partnership, Thomas W. LaSalle, Arthur J. Petrie, William L. Brusman, Cynthia Sherman, and Susan Matzke United States District Court for the Western District of Tennessee, Docket No. 2:08-cv-02372-tmp.

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

C. CONCLUDED ACTIONS – INVOLVING HILTON WORLDWIDE (F/K/A HHC)

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

On or about May 4, 2007, Majestic Resorts, Inc. ("Majestic") initiated an arbitration against HPP Hotels USA, Inc. (f/k/a Conrad Hotels USA) ("HPP Hotels"), HHC (now Hilton Worldwide), and Conrad Hospitality LLC (collectively, "the Conrad Parties") asserting claims for breach of contract, breach of the duty of good faith and fair dealing, promissory estoppel, and intentional and/or negligent misrepresentation. The arbitration was filed after Conrad terminated the management agreement for a proposed Conrad condominium-hotel and Waldorf Astoria residences in Las Vegas when Majestic repeatedly failed to meet project development deadlines. On March 6, 2008 the arbitration panel issued a unanimous award in favor of the Conrad Parties and awarding the Conrad Parties \$1,154,601.28 in costs and attorneys' fees. The arbitration award was confirmed in its entirety on June 10, 2008 by the District Court of Clark County, Nevada, which also awarded the Conrad Parties their attorneys' fees incurred in confirming the award. Majestic appealed to the Nevada Supreme Court. On February 26, 2010, the Nevada Supreme Court affirmed the District Court's decision. The time for filing a rehearing has expired.

U.S. v. Hilton Hotels Corporation, et al. (United States District Court, District of Oregon, Case No. 70-.310)

On or about May 12, 1970, the United States filed a civil complaint against HHC (now Hilton Worldwide) (among other defendants), alleging the violation of Section 1 of the Sherman Act consisting of engaging in a combination and conspiracy in restraint of trade by giving preferential treatment to hotel suppliers paying assessments to the Greater Portland Convention Association and by curtailing or threatening to curtail purchases of hotel supplies from hotel suppliers which did not pay assessments to the Greater Portland Convention Association. On or about November 29, 1971, pursuant to a stipulation filed October 26, 1971, the court entered a final judgment against Hilton Worldwide enjoining and restraining it from engaging in any agreement, understanding, combination, conspiracy or concert of action to give or promise to give preferential treatment in purchasing hotel supplies to any hotel suppliers, or to curtail or terminate or threaten to curtail or terminate the purchase of hotel supplies from any hotel suppliers. The order and injunction further restrained and enjoined Hilton Worldwide from engaging in activities which were the subject matter of the Complaint in the action. This restraining order and injunction applied to Hilton Worldwide, its subsidiaries), and the officers and directors of Hilton Worldwide and its subsidiaries, including the officers and directors listed in Item 2 of this Disclosure Document.,

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

On or about October 17, 2003, two former franchisees of Red Lion Hotels, Inc. (“Red Lion”) filed a complaint against HHC (now Hilton Worldwide), Doubletree Corporation, and Red Lion asserting claims for violation of Sections 683 and 687 of the New York Franchise Act, common law fraud, negligent misrepresentation, and fraudulent omission, based on Hilton Worldwide’s sale of Red Lion and the Red Lion brand to a third party. On April 21, 2004, the court dismissed the claims based on the New York Franchise Act. On April 4, 2005, the defendants filed a motion for summary judgment, which was heard on May 5, 2006. On May 10, 2006, the court granted defendants’ motion to strike plaintiffs’ jury demand. On October 16, 2007, the court granted defendants’ motion for summary judgment and dismissed the plaintiffs’ complaint in its entirety. One of the former franchisees subsequently agreed to waive its appeal in exchange for a dismissal of defendants’ counterclaims against it and mutual releases of all known and unknown claims. On December 5, 2008, defendants entered into a settlement agreement with the other former franchisee under which (i) the parties stipulated to entry of a judgment under Rule 54(b) of the Federal Rules of Civil Procedure in favor of defendants on the former franchisee’s claims, (ii) defendants’ counterclaims were stayed pending disposition of the former franchisee’s appeal on the summary judgment ruling, (iii) the parties stipulated to a \$400,000 judgment in favor of defendants, to be entered if the former franchisee does not prevail on its appeal, and (iv) the former franchisee placed \$300,000 into escrow to be either applied against the judgment or, if the former franchisee is successful on its appeal, returned to the former franchisee. On November 25, 2009, the appellate court affirmed the judgment in favor of Hilton Worldwide and no further appeal was taken.

D. LITIGATION AGAINST LICENSEES BROUGHT IN 2010

Our affiliate HLT Existing Franchise Holding LLC brought 3 lawsuits against former Hampton franchisees as follows:

HLT Existing Franchise Holding LLC v. A-1 Hotel Investments, LLC, Case # 651366/2010 (Supreme Court for the State of New York, County of New York) for past due fees and liquidated damages.HLT

Existing Franchise Holding LLC v. North East Property, LLC, Case # 1:10-cv-08006-LBS (US District Court SDNY) for past due fees, liquidated damages, and de-identification.

HLT Existing Franchise Holding LLC v. Thomas G. Christopoulos, et al., Case # 110872/2010 (Supreme Court for the State of New York, County of New York) for past due fees.

ITEM 4 BANKRUPTCY

Three of our independent directors, Robert Rowell, Joseph Winrich and Douglas M. Steenland also serve, or have served, as independent directors for other companies, five of which (identified below) filed for bankruptcy protection under the United States Bankruptcy Code in the past ten years.

In re Extended Stay, Inc. et al., Case No. 09-13764-JMP, United States Bankruptcy Court for the Southern District of New York (Chapter 11 Petition filed June 15, 2009). The Fifth Amended Joint Plan of Reorganization was confirmed and approved by the Court on July 20, 2010. Messrs. Rowell and Winrich serve as independent directors for the debtor.

In re CCI Funding I, LLC, Case No. 09-17437-MER, United States Bankruptcy Court for the District of Colorado (Chapter 11 Petition Filed April 24, 2009). The Meeting of the Creditors was held on May 27, 2009. The debtor has not yet filed its Plan of Reorganization. Mr. Winrich serves as an independent director for the debtor.

In re Manchester Inc., Case No. 08-30703-BJH, United States Bankruptcy Court for the Northern District of Texas (Chapter 11 Petition filed February 7, 2008). On June 23, 2008, the Bankruptcy Court confirmed Debtors' Third Plan of Reorganization. Messrs. Rowell and Winrich serve as independent directors for the debtor.

Cascade Grain Products, LLC, Case No. 09-30508-ELP, United States Bankruptcy Court for the District of Oregon (Chapter 11 Petition filed January 28, 2009). On September 28, 2009, the case was converted from a Chapter 11 to a Chapter 7 proceeding. Mr. Winrich serves as an independent director for the debtor.

In re Northwest Airlines Corporation, Case No. 05-17930, United States Bankruptcy Court for the Southern District of New York (Chapter 11 Petition filed September 14, 2005). On May 18, 2007, the Bankruptcy Court confirmed the Debtor's First Amended Joint and Consolidated Plan of Reorganization.

Other than the bankruptcy proceedings described above, no bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Development Services Fee

All prospective licensees must complete an Application for a System Hotel, whether for New Development, Conversion, Change of Ownership, or a Re-licensing situation. When you submit the Application to us for processing, you must also pay a Development Services Fee based upon the

proposed number of Guest Rooms in your hotel (the "Development Services Fee"). The Development Services Fee for a New Development, Conversion, or Change of Ownership is \$65,000 for the first 100 guest rooms or suites plus \$450 for each additional guest room or suite, with a minimum fee of \$65,000. The Development Services Fee for a Re-licensing is \$25 per guest room/suite multiplied by the number of years in the term of the new Franchise License Agreement. If you increase the proposed number of Guest Rooms for the hotel at any time after your Application is approved and before the opening of your hotel under the Licensed Brand, you must obtain our approval and pay the additional Development Services Fee owed, if any, as if you had included those additional Suites as part of your original Application. The current form Application is attached as Exhibit F.

You must provide all the information we ask for in your Application. We may on occasion approve your Application before you supply all of the information, but if we do so, this approval will be conditioned on our 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 terminate our offer, we will not refund the Development Services Fee. If you withdraw your Application before we approve it, or if we deny your Application, we will refund the Development Services Fee, without interest, less a \$7,500 processing fee, which may be waived or reduced at our discretion. If we approve your Application subject to certain requirements, we may terminate our offer if you fail to meet those requirements. Once we approve your Application, the fee is usually non-refundable, even if we subsequently terminate our offer. However, if your Application is for a Change of Ownership and we approve your Application but the Change of Ownership does not occur, we will refund your Development Services Fee, without interest and less a \$7,500 processing fee. In addition, we and our predecessor have occasionally agreed to give full or partial refunds under unique circumstances. We and our predecessor have also occasionally agreed to credit the non-refundable Development Services Fee toward the Development Services Fee of another application for the Licensed Brand if submitted and approved within a limited amount of time (usually six months or less). However, we and our predecessor have not always agreed to do so, and we may freely choose not to credit the Development Services Fee toward the Development Services Fee of another application for the Licensed Brand even under these circumstances.

While the Development Services Fee is usually applied uniformly, we may elect to reduce it after considering criteria which may include: incentives for the development of hotels using the System, a hotel's market position, the property size and the number of hotels in the System operated by a licensee. We may also occasionally negotiate the Development Services Fee for licensees with whom we or our predecessor have previously dealt, for conversions, or for licensees in other unique circumstances. However, we do not always reduce or negotiate the Development Services Fee even for licensees possessing these characteristics, and we may freely choose not to reduce your Development Services Fee or negotiate with you, even if you possess some or all of these characteristics. In 2010, licensees paid Development Services Fees ranging from \$50,000 to \$59,000 for a Hampton Inn hotel, and from \$25,000 to \$63,950 for a Hampton Inn & Suites hotel. In limited and extraordinary situations, we waived all or part of the Development Services Fee.

While we generally require payment of the Development Services Fee in a lump sum when you submit your Application, we may occasionally allow payment of the Development Services Fee in installments over a limited time period before the start of construction work on your hotel. If we do so, we will not charge interest or require a security interest over the installment period. You may prepay the unpaid amount of the Development Services Fee at any time. If there is a default under the Franchise License Agreement, the outstanding installment payments are accelerated and become your immediate obligation, along with court costs and attorney's fees for collection. (See Item 17).

In addition to the Development Services Fee, if you are applying for a franchise for a hotel that was previously operated as a System Hotel, we may require, as a condition of approving your application, that you pay outstanding royalties and other fees due under the prior franchise license agreement relating to the System Hotel.

Product Improvement Plan

If you desire to convert an existing hotel to an Hampton Inn or Hampton Inn & Suites Hotel or apply for a Change of Ownership or other Re-licensing of an existing Hampton Inn or Hampton Inn & Suites Hotel, we charge an additional non-refundable fee of \$5,000 to prepare the product improvement plan (the "Product Improvement Plan" or "PIP") for the hotel. You must pay the fee before we schedule the PIP inspection. In rare situations which probably do not apply to you, we may waive the PIP fee. We occasionally apply the PIP fee towards the payment of your Development Services Fee.

Construction Extension Fee

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

Renovation Work Completion Fee

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

Computer System Fees

You must install and use our required business software and hardware system, currently known as OnQ[®], which we may change from time to time. Currently, OnQ is Hilton Worldwide's business system comprised of software that currently includes a proprietary property management component, reservations component, revenue management component rate & inventory component, learning management component and other components Hilton Worldwide considers necessary to support the following activities: reservations, distribution, sales, customer relationship management (CRM), hotel operations, and business intelligence gathering and analysis. The OnQ system is linked to a communications network which connects System hotels to Hilton Worldwide's reservation offices and travel planners worldwide. Because of its proprietary nature, Hilton Worldwide is the only supplier of the OnQ software, including the property management component and revenue management component. All licensees must use the OnQ software. The OnQ proprietary software is not available from any other source. We are not able to determine and disclose a separate market price because

there is no third party market for this product. The OnQ system also includes specific hardware required to operate the software system. We may choose to change the way in which the OnQ data is delivered to the property in our sole judgment as changes are made to the architecture of the OnQ product.

A portion of your Monthly Program Fee pays for the standard hardware required for OnQ. This hardware will be provided by third parties, installed by HSS, and maintained by HSS or its agents. You may only acquire the required hardware for OnQ through the program. Under the OnQ program you do not need to purchase the standard Network Authorized Equipment (as defined in the HITS Agreement, Exhibit G to this Disclosure Document). However if you choose to, you may purchase the hardware from a third party vendor, but if you do, you must pay the vendor the cost of the equipment in addition to the portion of the Monthly Program Fee you pay us, and you must pay Hilton Worldwide or HSS for all its reasonable expenses in determining that the hardware meets the exact specifications provided by its Implementation Department. If you purchase the hardware from a third party vendor, you must pay Hilton Worldwide or HSS for all its reasonable expenses in determining that the equipment conforms to its specifications; configuration costs; installation costs; reasonable travel and other expenses of Hilton Worldwide employees and vendors who perform installation services; necessary communication vehicles (phone lines, network connections); and installation fees for connection to communication vehicles. In 2010, costs for work to ensure that OnQ hardware from third party vendors met the technical criteria ranged from \$5,000 to \$10,000 depending upon a licensee's location, local connection charges and the number of work-stations at the hotel.

In addition to the portion of your Monthly Program Fee that pays for the standard hardware required for OnQ, you must pay Hilton Worldwide or HSS the related up-front software and installation fees and charges approximately 45 days before your hotel opens. The standard up-front software (the operating system and interface software) and installation fees and charges will cost between \$34,000 and \$79,000 and are based on the size of the hotel and number of workstations. The up-front computer costs are not refundable. You must also pay the reasonable travel related and other expenses of Hilton Worldwide's or HSS's employee(s). In 2010, costs for software and installation fees and charges ranged between \$34,000 and \$79,000.

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

If you add or construct additional guest rooms at the hotel at any time after you sign the Franchise License Agreement, you must pay Hilton Worldwide or HSS an additional fee, based upon the then prevailing per guest room/suite software fee charged to System hotels multiplied by the number of additional Guest Rooms (currently, \$100 per additional guest room/suite).

In addition, under the HITS Agreement and/or other required agreements, you must pay Hilton Worldwide or HSS for services they provide in connection with the start up of OnQ. The number of Systems Implementation Consultants and number of days on site is determined by Hilton Worldwide or HSS and is based upon size and type of hotel. Under the HITS Agreement, a Hilton Worldwide or HSS representative must be on-site for your hotel's opening. Once the representative is on-site, any delays in your hotel's opening will result in additional expense to you. In 2010, delays in a hotel opening date resulted in charges of \$700 per representative per day for each additional day the representative remained at the hotel, plus the representative's additional travel expenses. If the delay resulted in the departure and re-scheduling of the representative's on-site service period, a \$2,000 re-scheduling fee plus the representative's additional travel expenses were charged.

You must provide (at your cost) the communications vehicles necessary for the support and operation of OnQ, currently including wide area network connections to the Reservations Service, electronic mail and Internet via HSS's converged OnQ/HSIA connection (INCS) and/or dial-up connection and routers. The cost for the OnQ portion of the OnQ/HSIA connectivity will be billed to the hotel by Hilton Worldwide or HSS, at \$350 per month. OnQ/HSIA connection billing will begin at the time the circuit is installed. This should occur approximately 45 days prior to opening. You will be responsible for any fees that are assessed by the OnQ/HSIA connection installation vendor, including rescheduling or cancellation fees. Rescheduling and cancellation fees typically range from \$500 to \$2,000 per incident depending on circumstances and vendors.

Hilton Worldwide currently utilizes Microsoft Exchange for electronic mail service. The initial one time set-up fee is \$250. For each account, there is an additional \$68 one time set-up fee per user. The approximate ongoing monthly cost for this service is currently \$9.20 per user per month for all users. We currently pay for the cost of three email accounts per month per hotel. You pay for all additional email accounts which are billed to the hotel. (See Item 6).

We encourage (and may require) you to sign a hardware maintenance contract for OnQ. If you sign a maintenance contract for OnQ, you must pay the first month's fee within 30 days following shipment of the computer equipment. Although subject to change, in 2010, these fees ranged from \$500 to \$1,200 per month.

The monthly maintenance fees for the OnQ/HSIA connection equipment and connections (to the CRS, electronic mail and the Internet), as well as for OnQ support as described in the previous two paragraphs, are subject to increase by us on an annual basis. These fees are non-refundable.

You must provide high speed internet access ("HSIA") for all guest rooms and meeting rooms at your hotel in accordance with brand standards. You must purchase and install hardware and software to meet this HSIA requirement from Hilton Worldwide (or its designee) in addition to the hardware and software for OnQ. The additional hardware, software and support must meet Hilton Worldwide's requirements and specifications. You must provide a dial in line for out-of-band equipment management at your own cost.

The hardware for HSIA will be provided by third parties chosen by HSS, installed by HSS or a third party that we designate, and maintained by HSS or a third party that HSS designates. Under rare circumstances, we may permit you to purchase the hardware from a third party vendor, but if you do, you must pay Hilton Worldwide or HSS for all its reasonable expenses in determining that the equipment conforms to its specifications including configuration costs; installation costs; reasonable travel and other expenses of Hilton Worldwide's or HSS' employees and vendors who perform installation services; necessary communication vehicles (phone lines, network connections); and installation fees for connection to communication vehicles. In 2010, costs for work to ensure that HSIA hardware from third party vendors met the technical criteria ranged from \$5,000 to \$10,000 depending upon a licensee's location, local connection charges and the amount of HSIA equipment purchased for the hotel.

We currently estimate that it will cost between \$19,000 and \$26,000 for a 52-room hotel, between \$21,000 and \$27,000 for an 80-room hotel, and between \$37,000 and \$50,000 for a 101 room hotel, depending on the type of solution you deploy. This estimate (exclusive of any taxes) is based on a hotel with the number of guest rooms specified above and currently includes hardware, software, installation, and certain other costs and fees, with the exception of structured cable and cabling installation (Category 5e or Category 6). (See Items 7 and 11.)

You must also arrange and pay for the ongoing high speed internet service. You must purchase this service from HSS or its designated supplier. We currently estimate that it will cost between \$1,100 and \$3,700 per month for a 52-room hotel, between \$1,200 and \$3,800 per month for an 80-room hotel, and between \$1,300 to \$3,900 per month for a 101 room hotel. This estimate includes not only high-speed internet access (e.g. the HSIA portion of the OnQ/HSIA connection) but also monthly service for the required dial in line, 24x7 call center support and HSIA equipment break-fix maintenance. Your costs will depend on your hotel size, number of meeting rooms, and bandwidth usage. (See Items 7 and 11.)

Training Program Fees

We provide required training programs that your general manager and/or other key personnel must complete before certification for opening a new Hampton Inn or Hampton Inn & Suites hotel. This training is required for new as well as existing hotels. We may charge you for the training services and materials. As of the date of this Disclosure Document, these costs range from \$50 to \$4,400. You must also bear the cost of wages, travel, lodging and other expenses of your general manager and any other trainees. Training program fees are not refundable.

Optional Procurement Services

If we or our affiliates furnish, supply, service or equip your hotel at your request before it opens, then you must pay or reimburse us or them for all costs incurred at your request, and related service fees. In particular, Hilton Supply Management, as we specify, distributes hotel furniture, furnishings, fixtures, equipment and supplies, and certain food and beverage supplies. You may purchase these items from Hilton Supply Management, as we specify, but you are not obligated to do so. If you choose to buy from Hilton Supply Management, it will invoice you for the cost of the products acquired for you, plus a procurement fee of up to 10% of the cost of the product, plus freight costs and sales tax.

Miscellaneous Services

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

We or our affiliates currently offer many additional optional training courses, varying from several hours to several weeks and costing from zero to \$4,400 per course (with length, fees and offerings subject to change at any time). Some courses may be offered on CD ROM, DVD, Internet, Intranet, or other media. For programs that include travel by your employees, you will also pay their travel, compensation, living expenses and miscellaneous expenses. For programs that include travel by our (or our affiliate's) trainers to your hotel site, you may also be required to pay travel, lodging, tax and meals of the trainers. Examples of these additional courses include Marketing, Sales, Information Technology, Training and Development, and General Management.

**ITEM 6
OTHER FEES**

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
General			
Monthly Royalty Fee	6% of Gross Rooms Revenue	Payable monthly by the 15 th day of the following month.	See Note 1.
Monthly Program Fee	4% of Gross Rooms Revenue. From time to time, we may offer qualifying licensees incentive programs that may reduce the Monthly Program Fee to as much as 3.5%.	Payable monthly by the 15 th day of the following month.	We may change the Monthly Program Fee. See Notes 1 and 2 and Item 11.
Room Addition Fee	Prevailing per guest room Development Services Fee charged to System Hotels multiplied by the number of additional guest rooms (currently, \$450 per guest room or suite). Prevailing PIP Fee if we require you to renovate the hotel payable at the time of inspection.	Due with application for approval.	If you add or construct additional guest rooms at the hotel at any time after you open the hotel under the Licensed Brand, you must pay us a nonrefundable Room Addition Fee. As a condition to granting approval, we may require you to upgrade the hotel, and if we do, you must pay us a PIP Fee to determine the renovation requirements for the hotel. The Room Addition Fee will become non-refundable on our approval of your application.
Maintenance Fees for OnQ, OnQ Connectivity, and E-mail	\$500 to \$1,200 per month for maintenance support, \$350 per month for OnQ connectivity, and approximately \$9.20 for e-mail per user, per month, for all users. We currently pay for the cost of three email accounts per month per hotel. You pay for all additional email accounts which are billed to the hotel.	OnQ maintenance Payable Monthly by the 15 th day of the following month. OnQ connectivity billed monthly. E-mail billed quarterly.	Fee is determined by the number of workstations and other OnQ equipment at your hotel. The monthly maintenance fees for the OnQ connectivity equipment and connections (to the Hilton wide area network, electronic mail and the Internet) as well as for OnQ support are subject to increase by Hilton Worldwide or HSS on an annual basis. These fees are non-refundable. See Item 5.
Additional OnQ Fees	If you add or construct additional guest rooms at the hotel at any time after you sign the Franchise License Agreement, you must pay or HSS or Hilton Worldwide an additional fee, based upon the then prevailing per guest	When the additional guest room/suites are completed.	Fee is currently \$100 per guest room/suite.

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
	room/suite fee charged to System hotels multiplied by the number of additional guest rooms (currently, \$100 per additional guest room/suite).		
Maintenance Fees for HSIA	Stay Connected Program maintenance cost is \$3.50 per room per month.	AT&T invoices hotel monthly on the 1 st of the month for the current month.	
Stay Connected Circuit Cost	\$900-\$3,500 per month for the guest internet circuit depending on circuit size, type and physical location of the hotel.	AT&T or other approved third-party provider invoices hotel monthly on the 1 st of the month for the current month.	All third-party circuits must meet the Standard prior to installation.
Guest Assistance and Quality Assurance Programs			
Guest Assistance Program: Customer Satisfaction Guarantee Reimbursement	Actual costs to compensate a dissatisfied guest. This intervention fee is currently \$150 per handled transaction for HHonors Gold members, \$200 per handled transaction for HHonors Diamond members and \$100 per handled transaction for all other guests. There may be nominal annual increases in the handling fee. We may also annually change the maximum guest rebate amount.	Within 48 hours of receipt of invoice.	We centralize all guest complaints on franchised hotels received at our Corporate offices. For every guest complaint that Guest Assistance resolves for your hotel, the Guest Assistance Agent may offer the guest a rebate to resolve the complaint to the customer's satisfaction (in the form of cash, voucher, HHonors points or a complimentary return stay) up to the full cost of the customer's stay. You will be billed an intervention fee plus the cost of the cash refund, HHonors point rebate or complimentary return stay given to the guest by us for the related complaint.
Guest Assistance Program: Our Best Rates. Guaranteed.	Under the "Our Best Rates. Guaranteed." Program, if a guest finds a lower qualifying rate for a qualified booking at your hotel, then the Guest Assistance Department will 1) adjust the rate to the lower rate; 2) upon confirming that the guest did stay, issue a \$50 American Express Gift Cheque to the guest; and 3) notify the hotel that an	Within 10 days of billing.	

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
	intervention fee, currently \$100 (which includes the cost of the Cheque and other fees) will be charged to the hotel.		
Quality Assurance Re-evaluation Fee	\$2,000 per re-evaluation visit, subject to change.	Within 10 days of billing.	You may be charged this fee each time we conduct a special on-site quality assurance evaluation: (a) after your hotel has failed a follow-up quality assurance evaluation or (b) to verify that deficiencies noted in a quality assurance evaluation report or product improvement plan have been corrected or completed by the required dates or (c) for any additional evaluations exceeding 2 annually, whether required or requested. You must also provide complimentary accommodations for the quality assurance auditor during the evaluation.
Conferences and Training			
Brand Conference	Currently \$1,500 per attendee, plus the wages, travel and living expenses and miscellaneous expenses of attendees.	Before attendance.	Your General Manager must attend the brand conference, which is usually held annually. The dates, location and duration of the conference vary from year to year. There may be annual increases in the costs. See Items 5 and 11.
Training Programs and Training Materials	Charges ranging from \$50 to \$4,400.	Before class or material delivery.	You must also pay for wages, travel, lodging and other expenses.
Frequent Customer, Affiliation and Distribution Programs			
FastPay (Centralized Group Meeting Payment Program)	The fee for this program is currently \$0.18 per transaction, which includes commissionable reservations plus cancellations, no-shows and non-commissionable reservations. Fee is subject to change.	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.	For 2011, Hilton Worldwide's FastPay Program is optional but we may require you to participate in it in the future. The FastPay Program centralizes and automates third-party group and meeting planner commissions into one payment for all Hilton Worldwide hotels. HWI may also perform reconciliation services for these payments. All Hilton brand hotels are automatically enrolled in this program unless an opt-out form is submitted.
Frequent Traveler/Guest Reward Program	From the date your hotel begins to participate in HHonors, your hotel will be charged on the same basis as other System hotels. Currently, the cost of this program is 4.9% of	10 days after billing.	You must participate in any brand specific or system-wide guest frequency or reward program. These programs are subject to change. (See Note 3 and Item 8).

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
	eligible room revenue with a maximum charge per stay of \$110. In addition, your hotel will be responsible for other charges as specified. (See Note 3 for other charges).		
Hilton Plus Program	\$0.18 transaction fee applies to all bookings through Hilton Plus. This fee applies to no-show, canceled, commissionable and non-commissionable reservations. Hotel is billed 10% commission on the consumed hotel revenue. Hotel receives 25% credit on the positive gross margin generated from the non-hotel components of the Hilton Plus Package.	If invoiced, within 15 days of billing. If through ACH, on the 12 th business day of each month.	The Hilton Plus Program gives the hotel the ability to sell vacation packages, combining rooms, air, car, and other travel components. Only the hotel room revenue component associated with a Hilton Plus package consumed sale is commissionable to the Packaging Technology Provider. The Hilton Plus Program is mandatory for all hotels in the System.
Internet Distribution Program (IDP)	Standard internet commission on the total room rate and other commissionable charges is up to 10%, but is subject to change. Processing charge is currently \$1.50 per consumed stay, but subject to change.	If invoiced, within 15 days of billing. If through ACH, on the 12 th business day of each month.	The IDP is a commissionable program for Internet affiliates that delivers customers to our Brand.com sites and that result in consumed reservations made through Brand.com as a result of the booking. DS consolidates all hotel affiliate commission payments into one payment per affiliate and sends the payment to each appropriate affiliate.
Third-Party Reservation Charges	Cost and Fees incurred in connection with Third-Party Reservation Systems (such as GDS, airlines and Internet and other service reservation providers.	If invoiced, within 15 days of billing. If ACH, on the 20 th day of each month.	Presently these include the costs and fees incurred in connection with GDS, airline reservation services and other service reservation providers for using their distribution system for reservations.
Travel Planner Centralized Payment Program (TPCP)	Standard travel planner commission on the total room rate and other commissionable charges are currently up to 10%, but are subject to change. Processing charge is currently \$0.18 per transaction, which includes commissionable reservations plus cancellations, no-shows	If invoiced, within 15 days of billing. If through Automated Clearing House ("ACH"), on the 12 th business day of each month.	TPCP consolidates all commissionable consumed travel planner bookings and remits one payment per agency. The fast changing nature of distribution relationships in the marketplace may require occasional changes to the commission and fee requirements.

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
	and non-commissionable reservations. The processing charge is subject to change.		
Unlimited Budget Travel Planner Incentive and Loyalty Program	Weekday stay (Monday - Thursday nights) cost = \$0.71; Weekend stay (with one Fri/Sat/Sun night) cost = \$1.42; Weekend stay (with 2 Fri/Sat/Sun nights) cost = \$2.13. For Double Points payouts, these amounts will increase to \$1.42, \$2.63, and \$3.63 respectively. These funds are remitted to Budget (a portion is paid to the travel planner; Budget retains the remaining amount as a processing charge).	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.	Mandatory participation for all OnQ-enabled hotels participating in the TPCP program. The booking fees are subject to change without advance notice.
Transfers, Relicensing and Financing			
Fees for Change of Ownership Transfers	Proposed owner must pay then-prevailing application fee. If approved, proposed owner pays any other then applicable fees and charges for new franchise licenses.	With application.	Applies to any proposed transfer that does not qualify as a Permitted Transfer or as one that does not require notice to us or our consent (Item 17). If we do not approve the Change of Ownership application, or if we approve the Change of Ownership application but the Change of Ownership does not occur, we will refund the application fee, less \$7,500 for processing costs. We may also require you or the proposed owner to pay then prevailing PIP fee for us to determine renovation requirements for the hotel. The PIP fee is non-refundable. See Items 5 and 17.
Lender Comfort Letter Processing Fee	Currently \$2,500 but may increase in the future.	Before we issue a Lender Comfort Letter to your lender.	We will only issue a Lender Comfort Letter if you request it on behalf of your lender. We may occasionally waive or reduce this fee.
Processing Fee for "Permitted Transfers"	\$5,000	When you submit transfer consent request.	Applies if you propose "Permitted Transfer" (not a Change of Ownership - see above). See Item 17.
Public Offering or Private Placement Processing Fee	\$5,000 and any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees.	When you or any of your owners submit request for approval of public offering or private placement.	

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Re-licensing Fee (not involving a Change of Ownership)	\$25 per guest room/suite multiplied by the number of years in the Re-licensing term.	Before we sign the new Franchise License Agreement.	See Item 5.
Management Fees			
Management Fees	If we or an affiliate enters into a management agreement with you, the terms, including fees, will be established by mutual agreement.	As incurred.	You may hire an outside management company with our approval.
Remedies and Damages			
Actual Damages Under Special Circumstances	Varies. See remarks.	On demand.	Under certain circumstances we will charge you actual damages for the termination of your Franchise License Agreement. Actual damages are calculated as set forth in Item 17.
Audit	Varies. See remarks.	On demand.	If audit reveals that you understated or underpaid any payment due us which is not fully offset by overpayments, you must promptly pay deficiency plus interest of 1½% per month or maximum amount permitted by applicable law, whichever is less. If audit reveals that underpayment is willful or for 5% or more of the total amount owed for the period being inspected, you must also reimburse us for all inspection and audit costs.
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 the Entities or to remedy your default.
Indemnification	Reimbursement for all payments by us or our affiliates due to any claim, demand, tax, penalty, or judicial or administrative investigation or proceeding arising from any claimed occurrence at your hotel.	Case by case basis as incurred.	You must reimburse us for all expenses including attorneys' fees and court costs we reasonably incur to protect us, our subsidiaries or affiliates or to remedy your defaults under the Franchise License Agreement. You must also defend us, Hilton Worldwide, and each of such entities' current and/or future subsidiaries, and affiliates and any of their officers, directors, employees, agents, successors and assigns.
Insurance	See remarks.	On demand.	If you do not obtain or maintain the required insurance or policy limits described in Item 7 and the Manual, then we can (but are not obligated to) obtain and maintain the insurance for you without first giving you notice. If we

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
			do so, then you must immediately pay our costs to obtain such insurance. See Item 7.
Liquidated Damages for Premature Termination	Varies. See remarks.	On demand.	If we terminate the Franchise License Agreement because of your default or if you terminate the Franchise License Agreement without cause, you must pay us Liquidated Damages, calculated as set forth in Item 17.
Liquidated Damages for Unauthorized Opening	\$5,000 per day that your hotel is open without authorization and our costs, including attorneys' fees.	On demand.	If you open before we give you authorization in writing to do so, you will owe us Liquidated Damages as described in Column 2. See Item 17.
Pre-Opening Liquidated Damages	Lump sum equal to \$3,600 for each guest room on Rider of the Franchise License Agreement.	On demand.	If we terminate the Franchise License Agreement because of your default prior to opening or you terminate the Franchise License Agreement without cause prior to opening, you must pay us amounts described in column 2. See Item 17
Service Charges for Overdue Payments	1½% per month or highest percentage permissible by law, whichever is less.	On demand.	You must pay service charges if you do not make any payment to us or our affiliates when due. See Item 17.
Taxes		Upon Demand	If any sales, use, gross receipts or similar tax is imposed upon us for the receipt of any payments you are required to make to us under the Franchise License Agreement, then your must pay this tax to us.
Optional Programs/Miscellaneous Services			
Consultation Fees	Set by us on a project-by-project basis.	When we request.	At your request, we may make consultation and advice services available to you on the same basis as other System hotels.
Optional Hilton Continuous Improvement Process	Course is offered both on-site and off-site - \$600 per day per attendee (plus travel, compensation, room charges and miscellaneous expenses for your employees if off-site) plus program materials, travel and expenses of the trainer.	Before attendance.	
Optional TMC/Consortia Program (list of participating travel planner accounts may vary depending on	Current room night fee is \$2.50 for each consumed night booked under the TMC/ consortia "parity" rate (we pay a portion of the \$2.50 directly to the travel planner account;	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.	You can elect to opt out of participating in this program. The room night fee is subject to change. You must participate in BOTH or NEITHER of the TMC/Consortia Program and the Pay-On-All-Pay-For Performance Program.

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
negotiations with accounts)	the remainder is used to fund marketing efforts with travel planner accounts and as a processing charge).		
Optional TMC Pay-On-All-Pay-For Performance Program (list of participating travel planner accounts May vary depending on negotiations with accounts)	Current room night fee is \$0.95 for each consumed night booked by a TMC travel planner (we pay a portion of the \$0.95 directly to the TMC; the remainder is used to fund marketing efforts with the TMC and as a processing charge).	If invoiced, within 15 days of billing. If through ACH, on the 12th business day of each month.	You can elect to opt out of participating in this program. The room night fee is subject to change. You must participate in BOTH or NEITHER the TMC/Consortia Program and the TMC Pay-On-All-Pay-For Performance Program.
Optional FedRooms Government and Military Travel Program	Current fee is 2.75% of room revenue – for each consumed stay booked under the FedRooms rate/SRP (we pay the entire fee to FedRooms).	Billed on TAPS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15 th of the month.	The fee is subject to change.
Optional Sato Travel Government and Military Travel Program.	Current room night fee is \$2.50 for each consumed night booked under the Sato Travel SRP (we pay a portion of the \$2.50 directly to Sato Travel; the remainder is used to fund marketing efforts with Sato Travel and as a processing charge).	Billed on TAPS invoice. Due within 15 days of billing if invoiced. If ACH, on the 15 th of the month.	The fee is subject to change.
Optional ResMax Program	Optional – not yet determined.	As required by us or our affiliate.	Occasionally we or an affiliate may, but are not obligated to, offer you the option to participate in the ResMax Program (the "Program") or a successor to the Program, consisting of an optional, supplemental service under which reservation calls to your hotel will be referred to an offsite call center.
Optional Revenue Management Consolidated Hotel Center	Annual Cost - \$35,000 to \$75,000.	Within 10 days of billing.	Occasionally we or an affiliate may, but are not obligated to, offer you the option to participate in the Revenue Management Consolidated Hotel Center (the "Center") or a successor to the Center, consisting of an optional, supplemental service under which revenue management functions will be conducted for your hotel, with an emphasis on individual hotel market conditions as well as the goals and

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
			objectives of hotel management and ownership.
Procurement and Service Fees	If you buy from HSM, you will pay product cost plus a procurement fee of 10%.	Within 10 days of billing.	

* Unless otherwise indicated, all fees described in this Item 6 are payable to, and imposed by, us or our affiliates and are non-refundable.

NOTES

[1] "Gross Rooms Revenue" means all revenues derived from the sale or rental of guest rooms (both transient and permanent) of the hotel, including revenue derived from the redemption of points or rewards under the loyalty programs in which the Hotel participates, amounts attributable to breakfast (where the guest room rate includes breakfast), and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any Guest Room rebates and overcharges, and will not include taxes collected directly from patrons or guests. If there is a fire or other insured casualty at your hotel that results in a reduction of Gross Rooms Revenue, the Monthly Program and Monthly Royalty Fees will be equal to the Monthly Program and Monthly Royalty forecasted on the basis of the Gross Rooms Revenue amount you agree upon with your insurer(s). However, we have the right to participate with you in negotiating the value of your Gross Rooms Revenue claim with your insurer(s). Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included, and not deducted from, the calculation of Gross Rooms Revenue.

We can require you to transmit all payments required under the Franchise License Agreement by wire transfer or other form of electronic funds transfer. You must bear all costs of wire transfer or other form of electronic funds transfer. We occasionally reduce the Monthly Royalty Fee for multi-unit or more experienced licensees, for licensees with whom we have previously dealt, for conversions, or for licensees in other unique circumstances. However, we do not always do so and may choose not to reduce your Monthly Royalty Fee, even if you possess some or all of these characteristics.

If you execute a Franchise License Agreement for a new System hotel on or after March 31, 2011, you will pay a Monthly Royalty Fee of 6% of Gross Rooms Revenue. If we choose to relicense your hotel, your fees will be at our then current rate for new franchisees.

If you executed a Franchise License Agreement for a System hotel on April 1, 2005 through March 30, 2011, your current Monthly Royalty Fee is 5% of Gross Rooms Revenue. If we choose to relicense your hotel, the Monthly Royalty Fee will increase to 6% (or whatever the standard Monthly Royalty Fee rate is at the time relicensing occurs) of Gross Rooms Revenue.

If you are an existing franchisee under a Franchise License Agreement executed prior to April 1, 2005, your Monthly Royalty Fee is 4% of Gross Rooms Revenue. If we chose to relicense your hotel, and the relicensing does not involve a Change of Ownership event (as defined in the Franchise License Agreement), then we will freeze the Monthly Royalty Fee at 4% of Gross Rooms Revenue for the period during the relicensing term beginning upon execution of the new Franchise License Agreement through the 25th anniversary of the date the hotel first began operating as a System hotel. After the 25th anniversary of the date the hotel first began operating as a System hotel, the Monthly

Royalty Fee will increase to 6% of Gross Rooms Revenue (or whatever the standard Monthly Royalty Fee rate is at the time the relicensing is executed).

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

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

Currently, these programs include the Hilton HHonors[®] guest reward program operated by Hilton HHonors Worldwide, and airline and rental car company frequent user programs in which Hilton Worldwide participates. HHonors members may accumulate HHonors points with most stays for all eligible dollars spent at participating HHonors hotels. Guests, including non-HHonors members, can obtain frequent flyer mileage credit in one participating airline's frequent flyer program per stay with most stays at participating HHonors hotels. HHonors members may earn both HHonors points and frequent flyer mileage credit for the same stay at participating HHonors hotels. HHonors members may also earn additional HHonors points for using HHonors car rental and/or other partners in conjunction with a stay and may, from time to time, earn additional point and/or mileage bonuses through promotional activity. The only room rates that are not eligible for HHonors point and/or mileage earnings are wholesale/tour operator packages, contracted airline crew rates, complimentary or barter rooms, stays on NET Group/Series Group/IT Group rates, contracted Entertainment or Encore rates, stays using airline percent-off award certificates, stays that are booked via third-party websites other than the websites of Hilton HHonors airline partners or stays booked via Priceline.com, Hotwire or similar booking channels where the hotel brand is unknown at time of purchase. HHonors members may redeem their accumulated points for discounted and free hotel room nights and other rewards. Terms of the Hilton HHonors program are subject to change.

From the date your hotel begins to participate in HHonors, your hotel will be charged program participation fees on the same basis as other System hotels. Note, pricing is subject to change, and reviewed annually and may change January 1, 2012.

These basic program fees are assessed on any stay for which a guest (a) earns HHonors points, (b) earns airline mileage credit or (c) earns both HHonors points and airline mileage credit. Additional HHonors bonus points that HHonors members earn as a result of promotions that your hotel agrees to participate in will result in an additional fee payable by your hotel based on a set cost per point or a

percentage of the eligible guest folio, depending on the type of promotion. Similarly, bonus airline mileage credit that guests earn as a result of promotions that your hotel agrees to participate in will result in an additional fee payable by your hotel – amount varies by participating airline partner program. All program costs are subject to change.

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

**ITEM 7
ESTIMATED INITIAL INVESTMENT¹**

YOUR ESTIMATED INITIAL INVESTMENT

**52 ROOM HAMPTON INN PROTOTYPE
TABLE 1**

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to be Made
Development Services Fee	\$65,000 Note 1	Lump Sum	With license application	Us
Product Improvement Plan	\$5,000 fee Note 2	Lump Sum	Before preparation of plan	Us
Market Study	Note 3	As arranged	As arranged	Nationally recognized independent consulting firm
Phase 1 Environmental Assessment	\$0-\$10,000 Note 4	As Arranged	Before you purchase the land	Engineering or consulting firm
Real Property	Note 5	As Incurred	As Incurred	Suppliers
Construction/Leasehold Improvements	New Development: \$2,500,000 to \$4,000,000 Note 6	As Incurred	As Incurred	Suppliers
	----- - Change of Ownership, Re- licensing and			

¹ The expenses shown in these charts are for typical new hotels of the type and size shown. If you are converting an existing hotel, your costs will most likely be lower. Your conversion costs will depend on the type, age, physical structure, and condition of your hotel and its furnishings. Due to these variables, we cannot give average conversion costs.

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to be Made
	Conversion: Note 7			
Designer and Engineering Fees	New Development: \$100,000 to \$250,000	As Incurred	As Incurred	Suppliers
Furniture, Fixtures and Equipment	\$500,000 to \$800,000 Note 8	As Incurred	As Incurred	Suppliers
Inventory and Operating Equipment	\$40,000 to \$120,000	As Arranged	Before Opening	Suppliers
Signs Note 9	\$30,000 to \$75,000	As Incurred	As Incurred Before Opening	Suppliers
Computer Software Note 10	\$34,000 to \$79,000	Cash, Check or Wire Transfer	45 days before opening	Third Party Supplier
Stay Connected High Speed Internet Program Note 10	\$19,000 to \$26,000	Cash, Check or Wire Transfer	45 days before opening	AT&T
Computer Hardware	See Note 11			
Required Pre-Opening Training Note 12	\$5,000 to \$15,000	As Incurred	As Incurred	Hilton Worldwide and Suppliers
ADA Consultant Fee Note 13	\$2,500-\$10,000	Lump Sum	Upon Request	Us or a Third Party Supplier
Construction/Renovation Extension Fees	\$10,000 per extension Note 14	Lump Sum	With request	Us
Insurance	Note 15	As Required	As Required	Agent/Insurer
Organizational Expense Note 16	\$15,000 to \$35,000	As you agree with Accountant or Attorney	As you agree with Accountant or Attorney	Accountant Attorney
Permits, Licenses and Governmental Fees Note 17	\$60,000 to \$120,000	As Arranged	Before Opening	Suppliers
Miscellaneous Pre-Opening and Project Management Expenses Note 18	\$60,000 to \$200,000	As Incurred	As Incurred	Suppliers
Contingencies Note 19	\$100,000 to \$300,000	As contingencies arise	As agreed with contractor/ suppliers	Contractor Suppliers

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to be Made
Additional Funds Note 20	\$200,000 to \$600,000	As Incurred	As Incurred	Employees, Suppliers, Utilities
TOTAL	\$3,745,500 to \$6,720,000 THESE FIGURES DO NOT INCLUDE REAL ESTATE RELATED COSTS, ANY MARKET STUDIES, ANY CONSTRUCTION EXTENSION FEES, INSURANCE, INTEREST OR THE COST OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.			

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TABLE 2

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to be Made
Development Services Fee	\$65,000 Note 1	Lump Sum	(Note 4)	Us
Product Improvement Plan	\$5,000 fee with Application for Change of Ownership, Re- licensing or Conversion Note 2	Lump Sum	Before preparation of plan	Us
Market Study	Note 3	As arranged	As arranged	Nationally recognized independent consulting firm
Phase 1 Environmental Assessment	\$0-\$10,000 Note 4	As Incurred	As Incurred	Employees, Suppliers, Utilities
Real Property	Note 5	As Incurred	As Incurred	Suppliers
Construction/Leasehold Improvements	New Development: \$4,000,000 to \$6,500,000 Note 6 Change of Ownership, Re- licensing and Conversion: Note7	As Incurred	As Incurred	Suppliers

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to be Made
Designer and Engineering Fees	New Development: \$150,000 to \$400,000	As Incurred	As Incurred	Suppliers
Furniture, Fixtures and Equipment	\$800,000 to \$1,300,000 Note 8	As Incurred	As Incurred	Suppliers
Inventory and Operating Equipment	\$40,000 to \$120,000	As Arranged	Before you purchase the land	Engineering or consulting firm
Signs Note 9	\$30,000 to \$75,000	As Incurred	As Incurred Before Opening	Suppliers
Computer Software Note 10	\$34,000 to \$79,000	Cash, Check or Wire Transfer	45 days before opening	Third Party Supplier
Stay Connected High Speed Internet Program Note 10	\$21,000 to \$27,000	Cash, Check or Wire Transfer	45 days before opening	Hilton Worldwide Approved Provider – AT&T
Computer Hardware	See Note 11			
Required Pre-Opening Training Note 12	\$5,000 to \$15,000 Note 18	As Incurred	As Incurred	Us and Suppliers
ADA Consultant Fee Note 13	\$2,500-\$10,000	Lump Sum	Upon Request	Us or a Third Party Supplier
Construction/Renovation Extension Fees	\$10,000 per extension Note 14	Lump Sum	Upon request	Us
Insurance	Note 15	As Required	As Required	Agent/Insurer
Organizational Expense Note 16	\$15,000 to \$35,000	As you agree with Accountant or Attorney	As you agree with Accountant or Attorney	Accountant Attorney
Permits, Licenses and Governmental Fees Note 17	\$60,000 to \$120,000	As Arranged	Before Opening	Suppliers
Miscellaneous Pre-Opening and Project Management Expenses Note 18	\$80,000 to \$400,000 Note 15	As Incurred	As Incurred	Suppliers
Contingencies Note 19	\$200,000 to \$500,000	As Required	As Required	Third Parties

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to be Made
Additional Funds Note 20	\$160,000 to \$275,000	As contingencies arise	As agreed with contractor/ suppliers	Contractor Suppliers
Total	\$5,677,500 to \$9,946,000 THESE FIGURES DO NOT INCLUDE REAL ESTATE RELATED COSTS, ANY MARKET STUDIES, ANY CONSTRUCTION EXTENSION FEES, INSURANCE, INTEREST OR THE COST OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.			

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TABLE 3

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to be Made
Development Services Fee	\$65,000 Note 1	Lump Sum	With license application	Us
Product Improvement Plan	\$5,000 fee with Application for Change of Ownership, Re- licensing or Conversion Note 2	Lump Sum	Before Preparation of Plan	Us
Market Study	Note 3	As arranged	As arranged	Nationally recognized independent consulting firm
Phase 1 Environmental Assessment	\$0-\$10,000 Note 4	As Incurred	As Incurred	Employees, Suppliers, Utilities
Real Property	Note 5	As Incurred	As Incurred	Suppliers
Construction/Leasehold Improvements	New Development: \$5,600,000 to \$9,000,000 Note 6 Change of Ownership, Re- licensing and Conversion: Note 7	As Incurred	As Incurred	Suppliers
Designer and Engineering Fees	New Development: \$180,000 to \$500,000	As Incurred	As Incurred	Suppliers
Furniture, Fixtures and Equipment	\$1,000,000 to \$1,600,000 Note 8	As Incurred	As Incurred	Suppliers

(1) Type of Expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To Whom Payment is to be Made
Inventory and Operating Equipment	\$60,000-\$120,000	As Arranged	Before you purchase the land	Engineering or consulting firm
Signs Note 9	\$30,000 to \$80,000	As Incurred	As Incurred Before Opening	Suppliers
Computer Software Note 10	\$34,000 to \$79,000	Cash, Check or Wire Transfer	45 days before opening	Third Party Supplier
Stay Connected High Speed Internet Program Note 10	\$37,000 to \$50,000	Cash, Check or Wire Transfer	45 days before opening	AT&T
Computer Hardware	See Note 11			
Required Pre-Opening Training Note 12	\$5,000 to \$15,000	As Incurred	As Incurred	Hilton Worldwide and Suppliers
ADA Consultant Fee Note 13	\$2,500-\$10,000	Lump Sum	Upon Request	Us or a Third Party Supplier
Construction/Renovation Extension Fees	\$10,000 per extension Note 14	Lump Sum	Upon Request	Us
Insurance	Note 15	As Required	As Required	Agent/Insurer
Organizational Expense Note 16	\$15,000 to \$35,000	As you agree with Accountant or Attorney	As you agree with Accountant or Attorney	Accountant Attorney
Permits, Licenses and Governmental Fees Note 17	\$60,000 to \$120,000	As Arranged	Before Opening	Suppliers
Miscellaneous Pre-Opening and Project Management Expenses Note 18	\$80,000 to \$400,000	As Incurred	As Incurred	Suppliers
Contingencies Note 19	\$210,000 to \$365,000	As Required	As Required	Third Parties
Additional Funds Note 20	\$300,000 to \$650,000	As Contingencies Arise	As Agreed with Contractor/Suppliers	Contractor Suppliers
TOTAL"	\$7,693,500 to \$13,114,000 THESE FIGURES DO NOT INCLUDE REAL ESTATE RELATED COSTS, ANY MARKET STUDIES, ANY CONSTRUCTION EXTENSION FEES, INSURANCE, INTEREST OR THE COST OF IMPROVEMENTS UNDER A CONVERSION, RE-LICENSING OR CHANGE OF OWNERSHIP LICENSE.			

NOTES

1. See Item 5 of this Disclosure Document for the conditions affecting the refundability of this fee. Tables show Development Services Fees for the hotel size shown. Your Development Services Fee

may be greater. (See Item 5 for circumstances where the Development Services Fee will be greater). We do not finance any fee.

2. If you apply to convert an existing hotel to a Hampton Inn or a Hampton Inn & Suites hotel or apply for a change of ownership or other re-licensing, we charge a PIP fee. The PIP fee is non-refundable. In rare situations which probably do not apply to you, we may waive the PIP fee. We occasionally apply the PIP fee towards payment of your Development Services Fee.

3. For all new Hampton Inn and Hampton Inn & Suites hotels, we recommend and may require a market study from a nationally-recognized independent firm which discusses the competition for your proposed hotel, together with a minimum five year operating pro forma from you, based upon the marketing study, showing your anticipated operating results. While we do not require prospective licensees who are converting existing hotels to obtain a market study, occasionally we may encourage a prospective licensee to commission a market study to evaluate the economic consequences of conversion. Our acceptance of the market study with a pro forma is not a financial performance representation on our part or a ratification of the projections performed by the consultant. (See Items 1 and 11).

4. Before you purchase the land, you should – at a minimum – consider obtaining a Phase 1 environmental assessment to determine the environmental condition of the land. Based on this Phase 1 report, additional investigations and tests may be necessary before you make your purchase decision. Many lenders will require a Phase 1 report before lending purchase money.

5. We cannot estimate real estate costs. These costs vary widely by reason of location, size of parcel, competitive market conditions and type of interest acquired. Typical locations for a Hampton Inn hotel include suburban office parks and airport and commercial markets. Typical locations for a Hampton Inn & Suites hotel include suburban office parks and commercial, destination and resort markets.

6. We have estimated costs based on an 80-room Hampton Inn hotel with a building area of 47,489 square feet, a 101-room Hampton Inn & Suites hotel with a mix of 70 guest rooms and 31 guest studio suites and a building area of 60,845 square feet, and a 52-room Hampton Inn prototype hotel with a building area of 24,485 square feet. Construction costs may vary due to unusual conditions associated with site preparation, foundations, etc.

7. In a Change of Ownership, Re-licensing or Conversion situation, you will incur costs to bring your existing property into conformity with the Hampton Inn System as specified in your Franchise License Agreement. We cannot estimate these costs at this time as they vary significantly based upon the amount, type and physical condition of the hotel's existing property, fixtures, equipment, furnishings, furniture, signage, and similar items.

8. These amounts include the cost of the telephone system.

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

10. The “up-front” software costs for the OnQ program are based on the size of the hotel and number of workstations at your hotel. The up-front computer costs are not refundable. Under the OnQ the cost of the hardware is paid for from a portion of your Monthly Program Fee. (See Items 5 and 6)

In addition to the computer hardware and software requirements and costs described in Item 5 (the required OnQ program), we require you to provide high-speed internet access for all guest rooms and meeting rooms at your hotel in accordance with brand standards. You must purchase and install additional hardware and software to meet this high-speed internet access requirement in addition to the hardware and software for OnQ. The additional hardware, software, and support must meet HSS’s requirements and specifications. This hardware will be provided by third parties chosen by Hilton Worldwide, installed by HSS or its agents, and maintained by HSS or its agents.

You must also arrange and pay for the ongoing high speed internet service provided on a complimentary basis to hotel guests. You must purchase this service from HSS or its designated supplier. We currently estimate that it will cost between \$1,100 to \$3,700 per month for a 52-room hotel, between \$1,200 to \$3,800 per month for an 80-room hotel, and between \$1,300 to \$3,900 per month for a 101 room hotel. This estimate includes not only HSIA (e.g. the HSIA connection) but also monthly service for the required dial in line, 24x7 call center support and HSIA equipment break-fix maintenance. Your costs will depend on your hotel size, number of meeting rooms, and bandwidth usage.

11. A portion of your Monthly Program Fee pays for the standard hardware required for OnQ. Under the OnQ program you do not need to purchase the standard Network Authorized Equipment. (See Item 5). However if you choose to, you may purchase the hardware required for the OnQ program from a third party vendor, but if you do so, you still pay Hilton Worldwide or HSS the portion of the Monthly Program Fee, and you must pay Hilton Worldwide for all its reasonable expenses in determining that the equipment conforms to its specifications; configuration costs; installation costs; reasonable travel and other expenses of Hilton Worldwide or HSS employees and vendors who perform installation services; necessary communication vehicles (phone lines, network connections); and installation, rescheduling and cancellation fees for connection to communication vehicles. In 2010, costs for work to ensure that hardware from third party vendors met the technical criteria ranged from \$5,000 to \$10,000 depending upon a licensee’s location, local connection charges and the number of work-stations at the hotel. Computer system fees are not refundable. We are unable to estimate the costs of purchasing the hardware required for the OnQ program from a third-party vendor because the range of costs would be so wide. (See Items 5 and 6).

12. We will provide the training programs required for your general managers under the terms set forth in Items 5 and 11 of this Disclosure Document. You are responsible for the costs of training materials and travel and living expenses while training. We may charge additional training costs based upon the number of line level employees.

13. If you want to engage in a Permitted Transfer, Conversion, Relicensing or Change of Ownership Transfer for the Hotel, you will be required to complete an independent survey conducted by an ADA consultant to determine the Hotel’s compliance with the American’s with Disabilities Act (“ADA”).

14. Your Franchise License Agreement contains a deadline by which construction work must begin. You may request an extension of this deadline under the terms set forth in Item 5 of this Disclosure Document.

15. You must maintain the minimum levels and types of insurance specified in the Manual at your expense. This insurance must be with insurers having minimum ratings we specify; name as additional insured the parties we specify in the Manual; and carry the endorsements and notice requirements we specify in the Manual. Insurance premiums vary widely by reason of location, size of hotel and type of coverage purchased and cannot be estimated.
16. Actual cost depends on work done by an accountant and attorney, and standard regional rates.
17. The licenses and permits you must obtain to operate your hotel vary depending upon the state, county or other political subdivision in which the hotel is located.
18. Miscellaneous pre-opening expenses include advertising costs you incur for billboard and other advertising to announce your presence in the local market and in all key markets identified in your hotel business plan. Markets include travel agencies, corporations and consumers. Other pre-opening costs include security deposits, utility deposits and business permits. These figures are estimates and will vary by location.
19. The term "Contingencies" refers to unanticipated construction cost overruns and other unanticipated expenses.
20. Additional funds required during the first three months of operation include other payroll costs utility costs and expendable supplies. These figures are estimates and you may have additional expenses starting the business. Your costs will vary depending upon factors such as: your management skill, experience and business acumen; local economic conditions; prevailing wage rates; and competition. This sum does not include Royalties, Program Fees, or management fees, each of which will be a percentage of your revenues.

We have relied on our and our affiliates' management's years of experience in the lodging business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the license.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

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

Purchases through Hilton Worldwide and its Affiliates

You must purchase Hilton Worldwide's proprietary computer software, currently OnQ from Hilton Worldwide. OnQ is explained in more detail in Items 5 and 11. You must purchase items bearing our logo, trademark or service mark from a supplier approved by us. We may derive profit from such sales.

During 2010, we made no sales of any goods, services or supplies to our licensees. We made no sales to licensees of any of our affiliates. We collected money for the Hilton HHonors program, but we transmitted this money directly to Hilton HHonors, an affiliate of ours, and did not record it as revenues of ours. For the fiscal year ended December 31, 2010, Hilton Worldwide and its other affiliates (including HHonors) had revenues from sales of goods, services, computer systems and/or supplies to licensees of Hilton Worldwide's brands of \$406,905,258.

Hilton Supply Management, a wholly owned subsidiary of Hilton Worldwide, is a stockless distributor of hotel furniture, furnishings, fixtures, equipment and supplies, and certain food and beverage supplies. You may, but are not obligated to, purchase these items from Hilton Supply Management (as we specify). (See Items 5, 6 and 11). Hilton Supply Management negotiates lower prices with manufacturers and suppliers, and then passes these savings on to licensees when it sells to licensees.

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

You may purchase the furniture, fixtures, and equipment ("FF&E") and other supplies for your hotel from any source as long as the Standards are met. However, we may require you to purchase FF&E and supplies from a supplier approved by us, or we may require you to purchase a particular brand or model of supplies or equipment that is available only from one source, and we may derive profit as a result of those purchases. For example, some elements of the "Make It Hampton" initiative are available only through single or a limited number of suppliers as these items are proprietary to the brand.

In addition, Hilton Supply Management has various discount agreements with manufacturers and suppliers, under which it receives rebates and allowances based on the total volume purchased from the manufacturer. These volume fees include sales to licensees by the manufacturers and in some cases, by suppliers. Hilton Supply Management also receives certain volume and national account marketing allowances from manufacturers in connection with the sale to licensees of certain items, such as coffee, soft drinks, cleaning compounds, and paper products. For the fiscal year ended December 31, 2010, Hilton Supply Management collected \$2,056,977 in rebates and allowances on purchases made by licensees of Hilton Worldwide's brands.

For fiscal year 2010, Hilton Supply Management had revenues from sales of goods, services and/or supplies to licensees of Hilton Worldwide's brands of \$381,339. In addition, Hilton Supply Management receives cash discounts for early payment on orders it places with manufacturers and suppliers to fill purchase orders placed with it by licensees.

Suppliers we approve ("PSDP Suppliers") become members of our Primary Supplier Distribution Program ("PSDP"). Each PSDP Supplier pays to Hilton Supply Management an administration fee that is between 0.5% and 5% of purchases by all licensees from the respective PSDP Supplier. For the fiscal year ended December 31, 2010, Hilton Supply Management collected \$6,433,570 for administration fees on purchases made by licensees of Hilton Worldwide's brands.

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

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

Signage

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

Reservation Service

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

General

Before we permit you to proceed with your plans for construction or remodeling of the hotel, and any time you make changes that affect usability or access to your hotel, your architect or other applicable

certified professional must certify to us that the hotel's plans and specifications comply with all Applicable Laws related to accessibility/accommodations/facilities for those with disabilities, as further described in the Manual. (See Item 11). You will also be required to complete an ADA Survey, in conjunction with an approved ADA consultant and in the form required by us, to determine if the Hotel is in compliance with the ADA within thirty (30) days of our request. The process for completing the survey, and other requirements related to it, will be set forth in the Manual. If requested, you must arrange for us and/or our affiliates to participate in all progress meetings during the development and construction of the hotel, to have access to all contract and construction documents for the hotel and to have access to the hotel during reasonable business hours to inspect the hotel and its construction, completion, furnishing and equipment for conformity to the finally-approved construction documents. However, we and our affiliates have no obligation to participate in progress meetings or to inspect the hotel. Our approval is not a representation of the adequacy of the plans and specifications, the structural integrity, or the sufficiency of the mechanical and electrical systems for the hotel. When you begin construction or conversion of the hotel and before your hotel opens for business, both you and your architect or general contractor must provide us with a certificate stating that the plans and as-built premises comply with all applicable legal requirements relating to accessibility/accommodations/facilities for those with disabilities, as is further described in the Manual. (See Item 11). If the Hotel does not comply with the ADA, you must submit a plan to the ADA consultant detailing the plan to bring the Hotel into compliance, the process relating to which is set out in the Manual. We may not approve your opening if your Hotel is not compliant with the ADA.

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

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

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

ITEM 9 LICENSEE'S OBLIGATIONS

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

Obligation	Paragraph in Franchise License Agreement	Section in HITS Agreement (Note 1)	Item in Disclosure Document
a. Site selection and acquisition/lease	¶¶6.a.(16) and (17); Attachment A	Not Applicable	Items 7 and 11
b. Pre-opening purchases/leases	¶¶6.a.(2), (3) and (4); Attachment A	¶¶1 and 2	Items 5, 6, 7, 8 and 11

Obligation	Paragraph in Franchise License Agreement	Section in HITS Agreement (Note 1)	Item in Disclosure Document
c. Site development and other pre-opening requirements	¶¶6.a.(3), (4), (5), (11), (16), (17), (18), (24) and Attachment A	Not Applicable	Items 5, 6, 7, 8, and 11
d. Initial and ongoing training	¶¶3.a. and 6.a.(5)	Schedule A	Items 5, 6, and 11 and 15
e. Opening	Definitions, Attachment A	Not Applicable	Items 7 and 11
f. Fees	Definitions, ¶¶ 3.c, 3.d, 3.e., 6.a.(5), 6.a.(12), 6.a.(20), 6.d.(7), 11.b.(2), 11.b.(3), 11.b.(4), 11.b.(5), 12.b., 14.c., 14.d., 14.e.; Attachment A and Rider	¶¶1; 6; and 12; Schedules B and E	Items 5, 6 and 7
g. Compliance with Standards / Manual	Definitions, ¶¶3.d., 3.e., 5.b., 5.d., 6, 8, 9, 11, 14.b.; Attachment A	¶8 and Schedule E	Items 8, 11, 13, 14, 15 and 16
h. Trademarks and Proprietary Information	Definitions ¶¶2, 4, 5, 6.a.(19), 11.a., 11.b.(4), 12.b, 14.b.(7), 14.e., 14.f., 15, Attachment A, Rider	¶¶8 and 27; Schedule E	Items 13 and 14
i. Restrictions on products/ services offered	¶6.a.	Not Applicable	Items 8 and 16
j. Warranty and customer service requirements	¶6.a.	Not Applicable	Items 6 and 8
k. Territorial development and sales quotas	Not Applicable	Not Applicable	Item 12
l. Ongoing product/service purchases	Definitions, ¶¶3.g. and 6.a.	¶2	Items 6 and 8
m. Maintenance, appearance and remodeling requirements	¶¶6.a., Attachment A	Schedule C (¶3)	Items 8 and 11
n. Insurance	¶¶6.a.(21); 6.c., 7.b.(9), 11.b.3., 12, 14.a., Attachment A	Not Applicable	Items 6 and 7
o. Advertising	Definitions ¶¶3.d., 5.c., 6.a.(7) and (13), 14.c.; Rider	Not Applicable	Items 6 and 11
p. Indemnification	Definitions, ¶¶6.c., 9, 11.b.(3), 17.b.; Guarantee (Exhibit L)	Not Applicable	Item 6
q. Owner's participation/ management/staffing	¶6.c., Attachment A	Not Applicable	Item 15
r. Records and reports	Definitions, ¶¶7.b., 8; Attachment A, Rider; Guarantee	Not Applicable	Not Applicable
s. Inspections and audits	¶¶3.d., 3.e. and 8.c.; Rider	Not Applicable	Items 6 and 8
t. Transfer	Definitions, ¶11	¶22	Item 17

Obligation	Paragraph in Franchise License Agreement	Section in HITS Agreement (Note 1)	Item in Disclosure Document
u. Renewal	Not Applicable	¶8(f)	Item 17
v. Post-termination obligations	¶14.d., e. and f.	Not Applicable	Item 17
w. Non-competition covenants	Definitions, ¶6.a.(15)	Not Applicable	Item 17
x. Dispute resolution	¶¶16.b. and 17	¶24	Item 17
y. Other: Guarantee of franchisee's obligations	Definitions, ¶¶6.a.(16), 11.b.(3) and Exhibit E, Exhibit L	Not Applicable	Item 15

Note 1 – An integral element of the System we license to you is OnQ, our proprietary computerized business system which has or may in the future have the capability of providing support to you in accessing and/or using Hampton Inn hotel's reservation service, performance support or training, operations and management performance. You must enter into and comply with the terms and conditions of both our HITS Agreement and our Franchise License Agreement when utilizing equipment and software under OnQ.

ITEM 10 FINANCING

Other than the development incentive program described below, we do not offer direct or indirect financing for licensees. We do not offer any other financing and do not guarantee your note, lease or other obligations.

We may offer, in our sole discretion, certain development incentives (the "Incentive") for development and conversion hotels. The Incentive is a loan that is not subject to repayment unless the franchise terminates before the end of the Term (generally the first 20 years of operation of the Hotel) or a Transfer occurs. If a Transfer occurs, you will repay the balance of the Incentive. At each anniversary of the Hotel Opening Date, the repayable amount of the Incentive reduces by 1/20th of the original amount. To receive the Incentive, you and your principals, as co-makers, must sign a development incentive note (the "Note") in the form attached as Exhibit _D-1 when you sign the Franchise License Agreement. We describe the terms of the Note in greater detail below. We may negotiate these incentives when business circumstances warrant. These programs may be modified, limited, extended or terminated at any time without advance notice or amendment of this Disclosure Document.

Any Incentive will be disbursed to you after: (i) you have passed a final credit/financial review with no material adverse changes in the business, legal, litigation, bankruptcy status or finances of the applicant, the guarantors or the project since preliminary approval; (ii) the Hotel opens with our consent; (iii) you have completed any PIP required by the Franchise License Agreement; and (iv) you have paid the Development Services Fee. The Note bears no interest except in the case of default. We may grant renewals, extensions, modifications, compositions, compromises, releases or discharges of other parties without notice to any guarantor or co-maker. If you transfer the Hotel, you must repay the balance of the Note unless the Transferee and its principals assume the obligation to repay the Incentive and provide us with such other security as we may require in our sole discretion. If you are purchasing an existing Hotel and you assume the obligation to repay the unamortized

balance of the Note with our consent, you must repay the balance if the franchise terminates after your purchase of the Hotel.

ITEM 11
LICENSOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

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

Under the Operating Agreement described in Item 1, Hilton Worldwide will – at all times acting on our behalf – discharge all of our duties and obligations under Hampton Inn and Hampton Inn & Suites franchise license agreements governing hotels situated in the US, including: discharging all of our obligations to licensees; managing the Hampton Inn and Hampton Inn & Suites license networks; marketing, offering and negotiating new and renewal franchise license agreements as our franchise broker; furnishing assistance to licensees in the US; implementing our quality assurance programs; and, otherwise on our behalf, discharging all duties we owe under franchise license agreements governing Hampton Inn and Hampton Inn & Suites hotels in the US.

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

Pre-Opening Phase Obligations

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

1. Loan to you a copy of our Manual and/or provide you with electronic access to the Manual on the Hilton Intranet resources library. The Manual is confidential and is the property of our affiliate HLT Domestic IP LLC. (Franchise License Agreement, Paragraph 3.f.)

References to the “Manual” include the Standards. The Standards include all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the Hotel, and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication. (Franchise License Agreement, Definitions, Paragraph 3.f.) The table of contents of the Manual is attached as Exhibit H.

2. Assign a project manager to you. You or your representative must meet with us at a location selected by us, within 45 days following the date of approval of your application with the project manager that we assign to you. (Franchise License Agreement, Attachment A.)

3. Review your proposed architect and/or designer who will prepare the plans and designs for the hotel, review your contractor, and grant or deny approval. (Franchise License Agreement, Attachment A.)

You must also submit information about your general contractor and major subcontractors for our approval before construction work begins. We may condition our approval upon the bonding of your contractors. (Franchise License Agreement, Attachment A.)

4. Review the plans, layouts and specifications, drawings and designs for constructing and furnishing your hotel, including guest room areas, and grant or deny approval. You may not start construction until you receive our approval. Once you receive our approval, you may not make any changes to the plans without our advance consent. (Franchise License Agreement, Attachment A.)

5. Inspect your location and the course of construction or work at your hotel to determine whether you are proceeding in accordance with the approved plans, the Franchise License Agreement and the Standards. You must afford our representatives access to your site and supply us with any samples of construction materials, etc. that we may request. (Franchise License Agreement, Attachment A.)

6. Review and approve or disapprove your proposed management of the hotel. (Franchise License Agreement, Paragraph 6.c.). In evaluating the proposed management, we look at the proposed management organizational structure, prior experience and performance in managing similar first-class, focused-service hotels, as well as other relevant factors. If we do not approve your proposed management, then we will require you to hire a professional hotel management company satisfactory to us to manage the hotel for at least the first year of operations. At the end of the year, if you request it, we will reevaluate this requirement.

7. Provide you with the HITS Agreement (which will be countersigned by HSS) before you open your hotel. This Agreement governs your access to and use of OnQ, Hilton Worldwide's proprietary computerized business system which is an integral part of the System we license to you. (See Computer System below).The HITS Agreement also governs the installation and on-going support and maintenance of your HSIA service.

8. Make available to you for use in your hotel various purchase, lease, or other arrangements with respect to exterior signs, operating equipment, operating supplies and furnishings, which we or Hilton Worldwide may have and which we make available to other Licensed Brand licensees. (Franchise License Agreement, Paragraph 3.g.)

9. Specify required and optional training programs. (Franchise License Agreement, Paragraph 3.a.). You must pay a fee for these programs and the training materials. You must also pay for travel, lodging and other expenses associated with training. (See Items 5, 6 and 7 of this Disclosure Document). (See Training below.)

Computer System

You must purchase and maintain property management, revenue management, in-room entertainment, telecommunications and other computer and technology systems we designate as System-wide (or area-wide) programs based on our assessment of the long-term best interests of System hotels, considering the interest of the System as a whole. (See Item 8.) (Franchise License Agreement, Paragraph 6.a.(6)). For example, you must agree to install and use our required computer business software and hardware system (which may include required networks, interfaces, telecommunications and other systems). Currently, we require you to use OnQ, Hilton Worldwide's

business system comprised of software that currently includes a proprietary property management component, reservations component, revenue management component, rate & inventory component, learning management component and other components we consider necessary to support the following activities: reservations, distribution, sales, customer relationship management (CRM), hotel operations, and business intelligence gathering and analysis. The OnQ system is linked to a communications network which connects System hotels to Hilton Worldwide's reservation offices and travel planners worldwide. You must sign the HITS Agreement, which governs your access to and use of this computerized system, approximately 90 to 120 days before the opening of your hotel. The package includes hardware, software, installation and support. We may choose to change the way in which the OnQ data is delivered to the property in our sole judgment as changes are made to the architecture of the OnQ product.

If you add or construct additional guest rooms at the hotel at any time after you sign the Franchise License Agreement, you must pay Hilton Worldwide or HSS the prevailing per guest room/suite software license fee charged to System hotels multiplied by the number of additional guest rooms (currently, \$100 per additional guest room/suite).

Hilton Worldwide may enhance or modify OnQ or change its computer hardware or software requirements at any time. There are no contractual limitations on the frequency and cost of your obligation to adopt all changes HSS requires. (HITS Agreement §2) HSS provides maintenance upgrades on OnQ and OnQ/HSIA connectivity. (See Item 6 of this Disclosure Document). We encourage (and may require) you to sign a hardware maintenance contract for OnQ. If you sign a maintenance contract for OnQ, you must pay the first month's fee within 30 days following shipment of the computer equipment. Although subject to change, in 2010, these fees ranged from \$500 to \$1,200 per month.

The monthly maintenance fees for the OnQ/HSIA connectivity equipment and connections (to the CRS, electronic mail and the Internet) as well as for OnQ support are subject to increase by us or HSS on an annual basis. These fees are non-refundable. (See Items 5, 6, 7 and 8 of this Disclosure Document.) (HITS Agreement, Schedule C.)

In addition to the computer hardware and software requirements for OnQ, we require you to provide high-speed internet access for all guest rooms and meeting rooms at your hotel in accordance with brand standards. You must purchase and install additional hardware and software to meet this high-speed internet access requirement in addition to the hardware and software for OnQ. The additional hardware and software must meet HSS's requirements and specifications. This hardware will be provided by third parties chosen by HSS, installed by HSS or its agents, and maintained by HSS or its agents. You must also arrange and pay for the ongoing high speed internet service. You must purchase this service from HSS or its designated supplier. The estimated costs for hardware, software, installation and ongoing high speed internet service are described in Items 5 and 7 of this Disclosure Document.

Training

Hilton Worldwide offers required training courses to those affiliated with the System for orientation and as part of the certification process. Employees designated to take training must complete the required training to our satisfaction. You must pay the costs for required and optional courses, along with all travel, lodging and other expenses associated with training. Hilton Worldwide may also charge for training materials.

All first time owners of Hampton Inn hotels must attend our new Owners Orientation within 6 months of approval of their Application. If you purchase an existing Hampton Inn hotel, you are required to attend our Owners Orientation within 120 days of the date you purchase the hotel. The program will familiarize you with brand support programs and provide an overview of operating, marketing and sales principles.

Your general manager must attend the Hampton Lighthouse Leadership General Manager Program before the opening of your hotel, or within 90 days of assuming responsibility. An owner who intends to act as General Manager of his/her hotel must complete the same requirements.

Before the opening of your hotel, all hotel staff that will be utilizing OnQ must first complete their respective self-paced training and provide documentation of a printed certificate.

Under the HITS Agreement, HSS provides, at your cost, services in connection with the start up of OnQ. The number of Systems Implementation Consultants and number of days on site is determined by Hilton Worldwide and is based upon size and type of hotel. (See Item 5 of this Disclosure Document.) As part of these required services, a Hilton Worldwide representative will verify that all front desk staff and management have successfully completed training and have passed an OnQ certification test by at least a minimum score of 80% for the general manager and 80% for the team. If your staff does not attain the minimum score, the opening of your hotel may be delayed and a rescheduling fee of \$2,000 plus travel may be applied.

Management employees at your hotel will conduct training periodically at your hotel for your employees. Every employee must complete all components of the training within the time designated in the Manual. The current employee training program includes topics such as: Our Brand Story, Make It Hampton Everyday – Learning Map, Welcome To Hampton, 100% Hampton and CRM.

If you hire a replacement for any of the categories of personnel referred to in this Item 11 who must attend a training program, then that person must successfully complete the appropriate training program. You must pay Hilton Worldwide its then-current fee for the applicable training program for replacement trainees and for any additional persons you wish to attend a training program.

The following table sets forth the training that we make available as of the date of issuance of this Disclosure Document. Training costs and subjects are subject to change.

TRAINING PROGRAM

Subject	Hours Of Classroom	Hours of On the Job Training	Location
Hampton GM Leader Program (Note 1)	140	0	Memphis, TN and on-site
OnQ Property Management Training (Note 5)	Varies according to position	0	On-site (new construction) or OnQ Hilton University (existing hotels)
Pre-opening Kits (Note 6)	0	0	On-site
Welcome to Hampton Training (Note 3)	10-17	0	On-site
Hampton Lighthouse Leadership Hampton Ultimate Guest Experience (H.U.G.E.) (Note 2)	6	0	Regional locations (Note 12)

Subject	Hours Of Classroom	Hours of On the Job Training	Location
Hampton Lighthouse Leadership Product & Service 201 (Note 2)	6	0	Regional locations
Hampton Lighthouse Leadership Revenue Management 1.0 (Note 2)	6	0	Regional locations
Hampton Lighthouse Leadership Revenue Management 2.0 (Note 2)	6	0	Regional locations
Hampton Lighthouse Leadership Lead More Connected (Note 2)	6	0	Regional locations
Hampton Lighthouse Leadership Training for Results (Note 2)	6	0	Regional locations
Hampton Lighthouse Leadership Strong Manager Program (Note 2)	12	0	Regional locations
Hampton Lighthouse Leadership eCommerce 1.0 (Note 2)	6	0	Regional locations
Hampton Lighthouse Leadership Backyard Sales Revolution (Note 2)	6	0	Regional locations
HHonors Training (Note 8)	1-2	0	On-site
Hampton - Step Inn (Note 4)	3	0	On-site
Hampton Step Up (Note 4)	19	0	Memphis, TN
Hampton – Ultimate Sales Professional (Note 2)	16	0	Memphis, TN
Owners Orientation (Note 7)	12	0	Memphis, TN
Controlling Alcohol Risks Effectively or Bar Code (Note 9)	2	0	On-site
ADA Training, Outstanding Service for Guests with Disabilities (Note 2)	3	0	On-site
Service Animal Training	1	0	On-site
Annual Brand Conference (Note 10)	2-3 days	0	Various hotel locations
CRM Department Specific Training (Note 11)	1	0	On-site
CRM Day in the Life Training (Note 13)	2.5	0	OnQ Hilton University
OnQ Rate and Inventory	8	0	Online in OnQ Hilton University
OnQ Revenue Management Express Training	4-5	0	Online in OnQ Hilton University
ADA Training – Survey Instrument (Note 14)	0	0	Online
ADA Training – Your Employees	0	0	Online

Note 1 – **GM Leader Program.** This training is mandatory for your general manager and your general manager must complete the Hampton GM Leader Program before the opening of your hotel or within 90 days of assuming responsibility. An owner who intends to act as general manager of his/her hotel must complete the same requirements. The cost is \$3,400, which includes both tuition and housing for the Memphis-based portion of the training.

Note 2 – **Annual Workshops.** A minimum of 1 employee from each hotel must attend at least one of these workshops per calendar year. Except for the workshops listed in the next sentence, the cost for each workshop is \$50 per person. The cost for Hampton – Ultimate Sales Professional is \$850. The cost for ADA training is \$75 per person.

Note 3 – **Welcome to Hampton Training.** All employees must complete this training within 14 days of hire except the learning map which is required within the first 90 days. This training program may be updated as necessary and your employees may be required to complete training on updated material as appropriate. Topics covered include: our brand story, welcome to Hampton, guarantee, and learning map. The cost for this training is \$1,000.

Note 4 – **Hampton – Step Inn and Hampton – Step Up.** These training programs are mandatory for Hampton Inn general managers, assistant general managers or sales managers. Hampton – Step Inn must be taken prior to Hampton – Step Up and both must be completed within 90 days of hire or prior to opening a new hotel. The costs for Hampton – Step Up is \$950.

Note 5 – **OnQ Property Management Training.** This training is mandatory for all employees working in the subject areas within 10 days of hire (or within 30 days of hire for general managers). This training is required for all first time Hilton Worldwide product owners.

Note 6 – **Pre-Opening Kits.** Kit includes startup materials that are sent to hotels at approval, at start of construction, and before initial operations consultation. The cost of the Kit is \$3,500.

Note 7 – **Owners Orientation.** This orientation is required for all first time Hilton Worldwide product owners. You and your management company representative (if you are not managing the hotel) must complete this orientation program as soon as possible after your application is approved, but before you begin actual construction of the hotel. There is currently no charge to attend this orientation program. You pay for any travel, lodging and miscellaneous expenses of yourself and your attendees.

Note 8 – **HHonors Training.** This training program is mandatory for all key management staff and applicable front office personnel and must be completed within 14 days of hire.

Note 9 – **Controlling Alcohol Risks Effectively.** The cost of this program is \$150.

Note 10 – **Annual Brand Conference.** We require participation in an annual brand conference by the general manager. This conference is conducted by the Hampton Inn brand and costs \$1,500 per participant. You also will pay the travel, compensation, living expenses and miscellaneous expenses of those who attend. Conference program fees and expenses are not refundable. This annual conference is mandatory for the general manager and may be held at various hotel locations.

Note 11 – **CRM Training.** This training is mandatory for all employees within 30 days of hire. The length of the required training will vary depending on the position of your employee. The CRM training program, Customer Really Matters, is an on-line training tool that will help your employees become familiar with the fundamentals of our CRM initiatives.

Note 12 – **Regional Locations.** The current regional workshop locations include: Alexandria, VA, Atlanta, GA, Boston, MA, Buffalo, NY, Charlotte, NC, Chicago, IL, Columbus, OH, Dallas, TX, Denver, CO, Houston, TX, Indianapolis, IN, Jacksonville, FL, Kansas City, MO, Madison, WI, Montgomery, AL, New Orleans, LA, Orlando, FL, Philadelphia, PA, Phoenix, AZ, Pittsburgh, PA, Portland, OR, Raleigh, NC, Sacramento, CA, San Diego, CA, Staten Island, NY.

Note 13 – **CRM Day in the Life.** This training is recommended for all of your employees who have completed the updated OnQ Property Management training on CRM.

Note 14 -- **ADA Training.** If you want to engage in a Permitted Transfer, Conversion, Relicensing or Change of Ownership Transfer for the Hotel, you will be required to attend online training in order to complete an independent survey conducted by an ADA consultant to determine the Hotel's compliance with ADA.

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

We use a variety of instructional materials in connection with our training programs. These materials include our Manual, CD Roms, DVDs, online programs, and handbooks. We may modify these materials or use other materials for the training programs.

Hilton Worldwide's instructors and presenters generally have a minimum of 2 to 5 years experience in the subject taught. Except as noted, there is a charge for the required training programs described above in this Item 11. In all cases, you pay the wages, travel and living expenses of your trainees. (See Items 5 and 6).

Additional optional training programs and materials are available. Please refer to the Manual or the Brand Performance and Support department.

Operational Phase Services

During the operation of the franchised business we will:

1. Consider permitting your hotel to conditionally open and operate as a Hampton Inn or Hampton Inn & Suites hotel even though you have not yet fully complied with the terms of the Franchise License Agreement, so long as you have signed the Franchise License Agreement and are meeting your performance obligations under the Franchise License Agreement and you agree to fulfill all remaining terms of the Franchise License Agreement, including any attachment, on or before the completion date set forth on the Rider, or any extension we approve. (Franchise License Agreement, Attachment A.)

2. Periodically, we will publish (either in hard copy or electronic form or both) and make available to the traveling public a directory that includes System Hotels, including the Hotel. Additionally, we will include the Hotel, or cause the Hotel to be included, where applicable, in advertising of System Hotels and in international, national and regional marketing programs offered by us, subject to and in accordance with our general practice for System Hotels. (Franchise License Agreement, Paragraph 3.d.)

3. Afford you access to OnQ Central Reservation Services on the same basis as other System Hotels, so long as you are in full compliance with the material obligations set forth in the Franchise License Agreement, including all standards set forth in the Manual. These services currently consist of

the OnQ central reservation services and database that connect your hotel to the Reservations Service, and global distribution systems (airline reservation systems such as Sabre and Galileo). (Franchise License Agreement, Paragraph 3.b.)

However, if you are in default, we can suspend our obligations to you under the Franchise License Agreement, including removing the listing of your hotel from any directories we publish and from any advertising we publish, and/or removing or suspending you from the OnQ Central Reservation Services immediately upon notice to you. (See discussion of “interim remedies” at the end of this Item 11 and in Item 17, Note 2.) (Franchise License Agreement, Paragraph 14.c.).

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

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

Advertising Information

We will use your Monthly Program Fee (see Item 6) to pay for various programs to benefit the System, including advertising, promotion, publicity, public relations, market research, and other marketing programs; developing and maintaining Licensed Brand directories; developing and maintaining the Reservation Service systems and support; certain computer costs (See Item 5); and administrative costs and overhead related to the administration or direction of these projects and programs. We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising and the selection of promotional programs. We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, services and/or personnel with any other entity, including any Entity. Monthly Program Fees are intended for the benefit of the System, and will not simply be used to promote or benefit any one property or market. We will have no obligation in administering any activities paid by the Monthly Program Fee to make expenditures for you which are equivalent or proportionate to your payments, or to ensure that your hotel benefits directly or proportionately from such expenditures. We may create any programs, and allocate monies derived from Monthly Program Fees to any regions or localities as we consider appropriate in our sole judgment. The aggregate of Monthly Program Fees paid to us by licensees does not constitute a trust or “advertising fund” and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other licensees. We are not obligated to expend funds in excess of the amounts received from licensees using the System. If any interest is earned on unused Monthly Program Fees, we will use the interest before using the principal. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions offered by us or Hilton Worldwide from time to time in which you voluntarily choose to participate. These fees also do not cover the cost of operating your hotel in accordance with the standards in the Manual. (Franchise License Agreement, Paragraph 3.d.)

We are not required to engage in or maintain any particular advertising program, apart from our general obligations to periodically publish and make available to the traveling public a directory of all System Hotels (including your hotel), to include your hotel in national or regional group advertising of System Hotels, and to include your hotel in international, national and regional market programs (Franchise License Agreement, Paragraph 3.d.). We occasionally provide for placement of advertising on behalf of the entire System with international, national and local coverage. Most advertising is

placed on cable TV and radio, magazines, direct mail, in the yellow pages or in our directory. In the past we have hired a national agency and utilized in-house staff to create and place advertising.

You must advertise and promote your hotel and related facilities and services on a local and regional basis in a first-class, dignified manner, using our identity and graphics standards for all System hotels, at your cost and expense. You must submit to us samples of all advertising and promotional materials that we have not previously approved (including any materials in digital, electronic or computerized form, or in any form of media that exists now or is developed in the future) before you produce or distribute them. You may not begin using the materials until we approve them. You must immediately discontinue your use of any advertising or promotional materials we reasonably believe is not in the best interest of your hotel or System, even if we previously approved the materials. Any advertising or promotional materials, or sales or marketing concepts, you develop for your hotel that we approve may be used by other hotels in the System without any compensation to you. (Franchise License Agreement, Paragraph 6.a.(7)).

You may not engage, directly or indirectly, in any cross-marketing or cross-promotion of your hotel with any other hotel, motel or related business without our prior written consent, except for System Hotels and Network Hotels. The "Network" means the hotels, inns, conference centers, timeshare properties and other operations Hilton Worldwide and its subsidiaries own, license, lease, operate or manage now or in the future. "Network Hotel" means any hotel, inn, conference center, timeshare property or other similar facility within the Network.

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

Web Sites

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

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

Upon the expiration or termination of the Franchise License Agreement, you must irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any references to our Marks, System or Licensed Brand, notify the applicable domain name registrar(s) of the termination of your right to use any domain name or Site(s)

associated with the Marks or the Licensed Brand, and authorize and instruct the cancellation of the domain name or transfer of the domain name to us (or our designee), as we specify. You must also delete all references to our Marks or Licensed Brands from any Site(s) you own, maintain or operate beyond the expiration or termination of the Franchise License Agreement. (Franchise License Agreement, Paragraph 5.d.).

Time Frame for Opening the Hotel

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

In Conversion, Re-licensing or Change of Ownership situations, you may be required to upgrade the property to meet our standards. We establish a deadline by which you must begin the work on a project-by-project basis. You must complete the requisite upgrades for Change of Ownership situations within the timeframes we establish in the Product Improvement Plan, which will generally not exceed 180 days following the date you take possession of the hotel. In Conversion and Re-licensing situations, we determine the commencement and completion deadlines according to the Product Improvement Plan. We determine the deadlines for beginning and completing work for room additions on a project-by-project basis.

Interim Remedies

If we give you notice of default and you fail to cure within the required period, then instead of terminating your Franchise License Agreement, we can postpone termination and impose one or more of the interim remedies described in full in Note 2 to Item 17. (Franchise License Agreement, Paragraph 14.c.; HITS Agreement, Paragraph 5(e)).

ITEM 12 TERRITORY

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

future Affiliates and direct or indirect owners. "Other Businesses" means any business activity we or the Entities engage in, other than the licensing of your Hotel.

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

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

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

3. Exclusions from the Restricted Area Provision: The Restricted Area Provision will generally not apply to any products, services or businesses (other than a hotel or motel under the Licensed Brand within the Restricted Area during the specified period), whether now or later constructed, owned, operated, managed, leased, franchised or licensed by us or an Entity, or any successors to such entities (by purchase, merger, acquisition or otherwise), including, but not limited to, the following: (1) any non-System-branded hotels, motels or inns of any kind; (2) except as expressly provided for in any Restricted Area Provision, any other hotel under the "Hampton Inn" brand name, including any Hampton Inn hotel or other limited-service hotels, any Hampton Inn & Suites hotel or other partial-suites or all-suites hotels, any full service hotels or any extended-stay hotels; (3) if we are licensing a Hampton Inn hotel to you, any Hampton Inn & Suites hotel or any other successor product under the "Hampton Inn" or any other brand name; (4) if we are licensing a Hampton Inn & Suites hotel to you, any Hampton Inn hotels or any other successor product under the "Hampton Inn" or any other brand name; (5) any shared ownership properties commonly known as "vacation ownership" or "time-share ownership" or similar real estate properties; (6) any gaming-oriented hotels or facilities; and (7) any hotel or hotels which are members of a chain or group of hotels (provided that such chain or group has or contains a minimum of four or more hotels in operation), all or substantially all (but in no event less than four hotels) of which are (in a single transaction with a single seller or transferor) after the date of this Disclosure Document, owned, operated, acquired, leased, managed, franchised or licensed by, or merged with, any entity acquired by, or merged with, or joined through a marketing agreement with, us or an Entity (or the operation of which is transferred to us, or an Entity) including any other Network Hotels.

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

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

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

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

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

As noted in Item 1, affiliates of Blackstone are engaged in a variety of business activities in the lodging and hospitality industry. Guest lodging properties owned, managed or franchised by affiliates of Blackstone may currently or in the future be located in or near your market area. There is no mechanism for resolving any conflicts that may arise between your hotel and hotels which are owned, managed or franchised by affiliates or funds of Blackstone. You may compete with these guest lodging properties.

We and the Entities engage in a wide range of business activities in lodging and related services, both directly and through the activities of our and their parents and affiliates. Some of these activities may be competitive with your Hotel and the System. We and/or our affiliates and/or Blackstone and/or its funds or affiliates may own, operate, franchise, license, acquire or establish, or serve as franchisee or licensee for, competitive guest lodging facilities or networks anywhere, including within your Restricted Area (if any), under any names or marks (but not, within your Restricted Area, if any, under the name or mark "Hampton Inn" or "Hampton Inn & Suites"). We and/or our affiliates and/or Blackstone's affiliates and/or funds may also furnish services, products, advice and support to guest lodging facilities, networks, properties or concepts located anywhere, including your Restricted Area (if any), in any manner we, Blackstone or our respective affiliates determine. We and/or any of our affiliates may be sold to or otherwise acquired by an existing competitor or newly formed entity which itself has established or may establish competitive guest lodging facilities located anywhere (provided that your Restricted Area protections, if any, will be observed). We and/or our affiliates may render

services to hotels owned, managed, operated, franchised and/or licensed by Blackstone and/or its affiliates or funds. Further, we and/or our affiliates and/or Blackstone and/or its affiliates may purchase, merge, acquire, or affiliate in any other way with any franchised or non-franchised network or chain of guest lodging facilities or any other business operating guest lodging facilities regardless of the location of that network, chain or other business's facilities, including within your Restricted Area (if any), and that following such activity we may operate, franchise or license those other facilities under any names or marks anywhere regardless of the location of those businesses and/or facilities (but not, within your Restricted Area, if any, under the name or mark "Hampton Inn or Hampton Inn & Suites"). There is no mechanism for resolving any conflicts that may arise between your hotel and other hotels described in this paragraph.

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

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

ITEM 13 TRADEMARKS

Trademark Use: Your Rights

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

Our affiliate HLT Domestic IP LLC holds the rights to the Marks, including the following trademarks and service marks, which are registered on the United States Patent and Trademark Office principal register:

MARK	Principal Register(P)	Registration #	Date
Hampton (words)	P	2482431	08/28/2001
Hampton Inn (words)	P	1305512	11/13/1984
Hampton Inn (logo)	P	1343583	06/18/1985
Hampton Inn (logo lined for color)	P	1343584	06/18/1985
Hampton Inn & Suites (words)	P	1935900	11/14/1995
Hampton Inn & Suites (logo)	P	2079257	07/15/1997
100% Satisfaction Guarantee (circular logo)	P	2940916	04/12/2005
1-800-HAMPTON (word)	P	2116479	11/25/1997
Cartouche Design (logo)	P	1352215	07/30/1985
Friendly service, clean rooms, comfortable surroundings, every time. If you're not satisfied, we don't expect you to pay. That's our commitment and your guarantee. That's 100% Hampton.	P	3035760	12/27/2005
Hampton's On The Run (words)	P	3628761	05/26/2009
Hit The Road Rates (word)	P	2478122	08/14/2001
Hit The Road (words)	P	2675263	01/14/2003
On the House (words)	P	3058335	02/07/2006
Purity Basics (words)	P	2932802	03/15/2005
That's 100% Hampton. (words)	P	2925988	02/08/2005
We Love Having You Here (words)	P	2853920	06/15/2004
We're With You All The Way (word)	P	2480023	08/21/2001
Clean and Fresh Hampton Bed (words)	P	3884317	11/30/2010

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

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

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

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

Use of the Marks: Your Duties

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

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

Agreements, Proceedings, Litigation and Infringing Uses

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

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Our license from our affiliate HLT Domestic IP LLC includes a license to all the intellectual property rights relating to the Hampton Inn and Hampton Inn & Suites brands in the US. You may use this intellectual property only in connection with the System and only in the manner we designate, as set

out in the Franchise License Agreement and the Standards. The Franchise License Agreement does not grant you the right to use any other intellectual property owned by our affiliate HLT Domestic IP LLC.

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

US Patent. No. USD602282S was issued to HLT Domestic IP LLC on October 20, 2009 and licensed to us. The design patent describes Hilton's Window Wall Furniture System currently being used in some Hampton Inns and Hampton Inn & Suites guest rooms.

HLT Domestic IP LLC's and our rights to use or license these patents are not materially limited by any agreement or known infringing use.

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

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

HLT Domestic IP LLC's proprietary information, which has been licensed to us, consists of the Manual and all other information or materials concerning the methods, techniques, plans, specifications, procedures, information, systems and knowledge of and experience in the development, operation, marketing and licensing of the System (the "Proprietary Information"). You must treat the Proprietary Information as confidential. You must adopt and implement all reasonable procedures we may periodically establish to prevent unauthorized use or disclosure of the Proprietary Information, including restrictions on disclosure to your employees and the use of non-disclosure and non-

competition clauses in agreements with your employees, agents and independent contractors who have access to the Proprietary Information.

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

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

There are no agreements currently in effect which significantly limit your right to use any of HLT Domestic IP LLC's registered or claimed copyrighted materials. Also, there are no currently effective determinations of the U.S. Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of HLT Domestic IP LLC's registered or claimed copyrights discussed above. Finally, as of the issuance date of this Disclosure Document, we are not aware of any infringing uses of or superior prior rights to any of HLT Domestic IP LLC's registered or claimed copyrights which could materially affect your use of them in the state in which the licensed Hampton Inn or Hampton Inn & Suites hotel will be located.

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

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

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

All information we obtain from you or about your hotel or its guests or prospective guests under the Franchise License Agreement or any related agreement (including agreements relating to the computerized reservation, revenue management, property management, and other system(s) we provide or require), or otherwise related to your hotel (the "Information"), and all revenues we derive

from the Information will be our property. You may use information that you acquire from third parties in operating your hotel, such as customer data, at any time during or after the License Term to the extent lawful and at your sole risk and responsibility, but only in connection with operating your hotel. The Information (except for Information you provide to us or Hilton Worldwide with respect to yourself and your affiliates (if any), including your or your affiliates' respective officers, directors, shareholders, partners or members) will become our Proprietary Information which we may use for any reason as we consider necessary or appropriate, in our judgment, including making financial performance representations in our Franchise Disclosure Document. You must abide by all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional and national requirements applicable to your hotel ("Privacy Laws"). In addition, you must comply with our standards and policies pertaining to the privacy and security of personal information, customer relationships and Privacy Laws.

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

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

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

Any Management Company or General Manager must have the authority to perform all of your obligations under the Franchise License Agreement, including all indemnity and insurance obligations. After we approve the Management Company, we must then approve the individual who will serve as

your General Manager. We require the General Manager and other personnel, such as your Director of Sales, to attend our training programs. (See Item 11).

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

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

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

We do not require that your manager have an equity interest in your business.

ITEM 16 RESTRICTIONS ON WHAT THE LICENSEE MAY SELL

We do not impose any restrictions as to the customers to whom you may sell goods or services. In general, you must comply with our requirements as to the types and levels of services, amenities and products that either must or may be used, promoted or offered at or in connection with the hotel. You must comply with our requirements regarding supplies (defined in Item 6), including our specifications for all supplies and our policies regarding suppliers from whom you purchase supplies. High standards are the essence of the System we license to you.

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

You may not make any change in the number of approved guest rooms set forth in the Rider to your Franchise License Agreement or any other significant change (including major changes in structure, design or decor) in the hotel without our prior written approval. Minor redecoration and minor structural changes that comply with our standards and specifications will not be considered significant.

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

There is no limit on our right to make changes to the System. We make changes to the System based on our assessment of the long-term best interests of hotels using the System, considering the interest of the System overall. You must comply with all changes we adopt. We may require that you purchase particular models or brands of merchandise for resale to be sold from the hotel from us or from a source we designate (see Item 8).

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

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

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

International Business Machines Corporation (IBM) and Hilton Worldwide have negotiated an agreement to be used when Hilton Worldwide's owned and/or managed properties provide IBM with meeting services (the "Base Agreement," which will include an applicable Statement of Work or SOW (as defined in the Base Agreement). (Because of the confidential and proprietary nature of the Base Agreement, it is not attached to this Disclosure Document, but may be reviewed on a secure website. Please contact your Hilton Worldwide franchise developer to request information on how to access this secure website. You may also request us to provide you with a paper copy of the Base Agreement.)

We are currently offering you the opportunity to participate in this program with IBM. The program is entirely voluntary. If you decide to participate in the IBM program, IBM will provide you with the specific Statement of Work applicable to the event for which you may contract as part of its proposal for the specific event. The Statement of Work will contain IBM's then-current general terms and its proposed specific terms, including pricing, for the event. You will then have the option to either agree or refuse to contract with IBM for the proposed event. If you sign the Statement of Work for such event, you agree to be bound by the Statement of Work applicable to your event and the then-current Base Agreement.

It will be a default under the Franchise License Agreement if you materially breach the Base Agreement or any Statement of Work that you have agreed to. However, it will not be a default under the Franchise License Agreement or Base Agreement for you to decline to contract with IBM for any proposed event and the Statement of Work for that event.

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

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

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

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

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

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
a. Length of the franchise term of the franchise	FLA ¶13, Rider	<p>New Development: 22 years from the date your Application is approved.</p> <p>Conversion of existing hotel to Licensed Brand: term varies. Ranges from 10 to 20 years from either the date we authorize hotel to open under the Licensed Brand or the date your Application is approved, determined in our sole discretion, or such other franchise term as we may approve.</p> <p>Re-licensing on expiration of Franchise License Agreement: term varies. Term of new Franchise License Agreement usually ranges from 5 to 10 years from a date we approve, depending on factors such as age and physical condition of hotel, design obsolescence, the hotel's performance, market factors, etc.</p> <p>Change of Ownership: term varies. Term of new Franchise License Agreement is for remaining term of existing franchise agreement or for a term we may approve, depending on factors listed above.</p> <p>Other Re-licensing: term varies. We may agree to Re-license before your Franchise License Agreement expires, for example for a mortgage refinancing or if you want to make substantial renovations during last few years of term, but we have no obligation to do this. Term of new Franchise License Agreement usually ranges from 5 to 10 years from a date we approve, depending on factors listed above.</p> <p>If we agree to a Change of Ownership, we may require you to sign our then-current Voluntary Termination Agreement ("VTA"), which contains an estoppel and general release of any claims against us (See Exhibit L for our current standard VTA). The VTA will terminate your existing Franchise License Agreement, and you and we will sign our then-current Franchise License Agreement effective upon the date of the Change of Ownership event, provided that all of the conditions to our consent to the Change of Ownership have been satisfied.</p>
	HITS Agreement §8(f)	3 years
b. Renewal or Extension of the term	Not Applicable	Franchise License Agreement is non-renewable.
	HITS Agreement §8(f)	The HITS Agreement automatically renews for additional

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
		3 year terms unless we notify you otherwise.
c. Requirements for you to renew or extend	Not Applicable	Franchise License Agreement is non-renewable. If we agree to Re-license and a PIP is required, there will be specific PIP performance conditions for your hotel that you must comply with. If we agree to Re-license, you may be asked to sign a contract with materially different terms and conditions than your original contract. (See Attachment A – Performance Conditions – Re-licensing).
d. Termination by you	HITS Agreement §8(f) FLA ¶¶14.d. and e.	Renewal is automatic unless we notify you otherwise. If you unilaterally terminate the Franchise License Agreement without cause, which is not authorized and would be a material breach of the Franchise License Agreement, then you must pay us, upon our demand, Liquidated Damages. In certain circumstances, we reserve the right to seek actual damages in lieu of Liquidated Damages. (See Item 6)
	HITS Agreement – Not Applicable	You must operate under the HITS Agreement as long as the Franchise License Agreement is in effect.
e. Termination by us without cause	FLA ¶¶12.a. and 12.b.	<p>Condemnation. If your hotel is condemned, you must give us notice at the earliest possible time. If, in our business judgment, the taking is significant enough to render the continued operation of the Hotel in accordance with System Standards and guest expectations impractical, then we may terminate this Agreement upon written notice to you. You will take all necessary steps to permit us to participate in the proceeds of an eminent domain proceeding and/or any insurance proceeds applicable to the condemnation. If such taking, in our business judgment, does not require the termination of the Hotel, then you will make all necessary repairs to make the Hotel conform to its condition, character and appearance immediately before such taking, according to plans and specifications approved by us. You will take all measures to ensure that the resumption of normal operations at the Hotel is not unreasonably delayed.</p> <p>Casualty. If your hotel closes due to fire or other casualty, you must immediately notify us, repair or rebuild the hotel according to our standards, commence reconstruction within four months after closing, and reopen the hotel for continuous business operations as soon as practicable (but in any case within one year after closing). We may (in our sole judgment) extend the time for commencement of construction and re-opening of the hotel. If you or we choose not to reopen the hotel, either party can terminate the Franchise License Agreement upon notice to the other. You need not pay Liquidated Damages unless you operate or own a controlling interest in another hotel on the site before on the site before (1) the expiration of three years from termination or (2) the normal expiration of your Franchise License</p>

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
		Agreement, whichever occurs first, in which case you must pay us Liquidated Damages upon demand. (See Item 6) (See Item 6).
	HITS Agreement §5(a)	We can terminate the HITS Agreement, without cause, if the Franchise License Agreement or any other agreement that allows you to operate the System Hotel terminates.
f. Termination by us with cause	FLA ¶14; Attachment A	Except as described above, we can terminate only if you fail to satisfy any obligations under the Franchise License Agreement or any attachment to it.
	HITS Agreement §5(a)	We can terminate if you default and fail to cure your default within 10 days after notice from us.
g. "Cause" defined – defaults which can be cured	FLA ¶14.a., Attachment A	We may terminate this Agreement by written notice to you at any time before its expiration on any of the following grounds: (1) You fail to pay us any sums due and owing to us or the Entities under this Agreement within the cure period set forth in the notice; (2) You fail to comply with any provision of this Agreement, the Manual or any System Standard and do not cure that default within the cure period set forth in the notice; or (3) You do not purchase or maintain insurance required by this Agreement or do not reimburse us for our purchase of insurance on your behalf. (See Note 2).
	HITS Agreement §5(b)	If you fail to pay us or breach any other material provision of the HITS Agreement.
h. "Cause" defined – non-curable defaults	FLA ¶14.b.	<p>We may immediately terminate this Agreement upon notice to you and without any opportunity to cure the default if:</p> <p>(1) After curing any material breach of this Agreement or the Standards, you engage in the same non-compliance within any consecutive twenty-four (24) month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;</p> <p>(2) We send you three notices of material default in any twelve (12) month period, regardless of whether the defaults have been cured;</p> <p>(3) You or any Guarantor fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;</p> <p>(4) You: (i) file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the Hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the Hotel under any law; or (ii) have an order entered against</p>

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
		<p>you appointing a receiver for the Hotel or a substantial part of your or the Hotel's assets; or (iii) make an assignment for the benefit of creditors, or similar disposition of the assets of the Hotel;</p> <p>(5) You or any Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site, whether through foreclosure, foreclosure of any lien, trust deed, or mortgage, loss of lease, or for any other reason apart from those described in Paragraph 12;</p> <p>(6) You fail to operate the Hotel for five (5) consecutive days, unless the failure to operate is due to fire, flood, earthquake or similar causes beyond your control, provided that you have taken reasonable steps to minimize the impact of such events;</p> <p>(7) You contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;</p> <p>(8) You or any Equity Owners with a controlling Equity Interest are or have been convicted of a felony or any other offense or conduct, if we determine in our business judgment it is likely to adversely reflect upon or affect the Hotel, the System, us and/or any Entity;</p> <p>(9) You conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;</p> <p>(10) You, your Affiliate, or your Guarantor become a Competitor without our prior written consent;</p> <p>(11) You Transfer any interest in yourself, this Agreement, the Hotel or the Hotel Site, other than in compliance with Paragraph 11 and its subparts;</p> <p>(12) You or a Guarantor become a Specially Designated National or Restricted or Blocked Person or are owned or controlled by a Specially Designated National or Restricted or Blocked Person or fail to comply with the provisions of Subparagraph 16.I., including a breach of the representations set forth therein;</p> <p>(13) Information involving you or your Affiliates, whether provided by you or obtained through our own investigation, discloses facts concerning you or your Affiliates, including your or your Affiliates' respective officers, directors, shareholders, partners or members, and/or the Hotel, or title to the property over which the Hotel is constructed or any other property used by the Hotel, including leased commercial space, which, in our business judgment, is likely to adversely reflect upon or affect in any manner, any gaming licenses or permits held by the Entities or the then current stature of any of</p>

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
		<p>the Entities with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of any of the Entities;</p> <p>(14) Any Guarantor breaches its guarantee, or any guarantee fails to be a continuing obligation fully enforceable against the person(s) signing the guarantee, or if there is any inadequacy of the guarantee or Guarantor, and the Guarantor fails to provide adequate assurances to us as we may request; or</p> <p>(15) a threat or danger to public health or safety results from the construction, maintenance, or operation of the Hotel.</p>
	HITS Agreement §5(a)	You have no right to cure once your Franchise License Agreement terminates.
i. Your obligations on Termination/non-renewal	FLA ¶14.d., 14.e. and 14.f., Attachment A	<p>On termination or expiration of the Agreement you will:</p> <p>(1) immediately pay all sums due and owing to us or any of the Entities, including liquidated damages and any expenses incurred by us in obtaining injunctive relief for the enforcement of this Agreement;</p> <p>(2) immediately cease operating the Hotel as a System Hotel and cease using the System;</p> <p>(3) immediately cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods. You will deliver all goods and materials containing the Marks to us and we will have the sole and exclusive use of any items containing the Marks. You will immediately make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials.</p> <p>(4) immediately cease representing yourself as then or formerly a System Hotel or affiliated with the Licensed Brand or the Network;</p> <p>(5) immediately return all copies of the Manual and any other Proprietary Information to us;</p> <p>(6) immediately cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the Hotel, and authorize their transfer to us; and</p>

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
		(7) irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Licensed Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Licensed Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify. You will also delete all references to our Marks, System, Network or Licensed Brand from any Sites you own, maintain or operate beyond the expiration or termination of this Agreement.
	HITS Agreement §5(c)	You must stop using our software and related documents, return all copies to us, and certify to us that you have done so.
j. Assignment of contract by us	FLA ¶11.a.	There are no restrictions on our right to assign or transfer, except that the assignee must assume our obligations.
	HITS Agreement §22	We have the right to assign our obligations, and we have the right to assign the HITS Agreement as long as the assignee agrees to assume our obligations.
k. "Transfer" by you – definition	FLA Definitions ¶11.b.	Any sale, lease, assignment, spin-off, transfer, or other conveyance of a direct or indirect legal or beneficial interest, including a transfer of an interest in the hotel, the Franchise License Agreement, the site on which the hotel is located or any direct or indirect Equity Interest (as defined in the Franchise License Agreement)
	HITS Agreement – Not Applicable	Any attempt on your part to transfer or assign any of your rights or obligations under the HITS Agreement would be considered a “transfer” by you.
l. Our approval of transfer by licensee	FLA ¶11.b.	<p>The following Transfers will be permitted, without giving us notice or receiving our consent, as long as they meet the stated requirements.</p> <p>(a) An Equity Interest that is not publicly traded may be Transferred without notice to us and without our consent, if after the transaction: (i) less than twenty-five percent (25%) of the Equity Interest in the Licensee (excluding any Transfer under Subparagraph 11.b.(1)(b) below) will have changed hands since the Effective Date of this Agreement; and (ii) any such Transfer will not result in a change of Control of the Licensee, the Hotel or the Hotel Site.</p> <p>(b) A Publicly Traded Equity Interest may be Transferred without notice to us and without our consent if the Transfer does not result in a change in Control of the Licensee, the Hotel or the Hotel Site.</p> <p>We require notice of other types of transfers and an opportunity to review and consent to them.</p>
	HITS Agreement §22	We have the right to approve all transfers.

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
m. Conditions for our approval of transfer.	FLA ¶11.b.(2)-(7)	<p>Change of Ownership. Any proposed Transfer that is not described in Subparagraph 11.b.(1), 11.b.(2), or 11.b.(5) of the Franchise License Agreement is a Change of Ownership Transfer. You must give us at least sixty (60) days advance written notice of any proposed Change of Ownership Transfer, including the identity and contact information for any proposed Transferee Licensee or transferee Equity Owner(s) and any other information we may in our business judgment require in order to review and consent to the Transfer. The Transferee Licensee must submit to us a Change of Ownership Application accompanied by payment of our then prevailing development services fee. If you are remaining as Licensee, with a change of Control, you or the transferee Equity Owner(s) must submit the Change of Ownership Application and pay the fee. We may also require you or the Transferee Licensee to pay the then prevailing PIP Fee for us to determine the renovation requirements for the Hotel. If we approve the Change of Ownership Transfer, we may require you (if there is no Transferee Licensee), or the Transferee Licensee to pay any other applicable fees and charges we then impose for new Licensed Brand franchise licenses.</p> <p>We will process the Change of Ownership Application in accordance with our then current procedures, including review of criteria and requirements regarding upgrading of the Hotel, credit, background investigation, operations abilities and capabilities, prior business dealings, market feasibility, guarantees, and other factors we consider relevant in our business judgment. We will have sixty (60) days from our receipt of the completed and signed application to consent or withhold our consent to the transferee Equity Owner(s), the Transferee Licensee and/or Change of Ownership Transfer</p> <p>Our consent to the Change of Ownership Transfer is subject to the following conditions, all of which must be satisfied at or prior to the date of closing the Transfer ("Closing"):</p> <ul style="list-style-type: none"> (a) You are not in default of this Agreement or any related agreement; (b) We must receive, at or before Closing, payment of all amounts due to us or the Entities through the date of Closing, along with your written agreement to promptly pay any amounts that may become due after Closing related to your operation of the Hotel prior to Closing; (c) You, the Transferee Licensee and/or transferee Equity Owner(s) must submit to us all information related to the Transfer that we, in our business judgment, require, including, but not limited to: (i) copies of any Transfer agreements; (ii) copies of organizational

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
		<p>documents; (iii) identity and description of the proposed ownership; and (iv) financial statements and business information for all participants in the proposed Transfer;</p> <p>(d) You must, if we so request, execute our then-current standard form of voluntary termination agreement, (“VTA”) which may include an estoppel and general release, covering termination of the Agreement; Our current form VTA is Exhibit L. We make minor modifications of the standard VTA depending on the circumstances of the Change of Ownership. (You must also sign our standard estoppel and general release in other circumstances during the term of the Franchise License Agreement, including requests for a "lender comfort letter", Permitted Transfers (see below), and amendments to the Franchise License Agreement.)</p> <p>(e) You resolve to our satisfaction, or provide adequate security (including security for your continuing indemnity obligations) for, any suit, action, or proceeding pending or threatened against you or us with respect to the Hotel, which may result in liability to us, including outstanding accounts payable to third parties; and</p> <p>We may withhold our consent to any proposed Change of Ownership Transfer if: (i) any of the above conditions are not met to our satisfaction; (ii) you, the Transferee Licensee or transferee Equity Owner(s) do not provide us with information we, in our business judgment, require, in order to review and consent to the Transfer; (iii) you (if there is no Transferee Licensee) or, if applicable, the Transferee Licensee does not agree to execute a new franchise license agreement with us (“New License”), which will be on our then current form for the grant of new franchise licenses, contain our then current license terms, and contain upgrading and other requirements, if any, that we impose; (iv) any required Guarantor fails to execute our then-standard form of guarantee of franchise license agreement; (v) you (if there is no Transferee Licensee) or, if applicable, the Transferee Licensee fails to provide evidence that insurance coverage, as required by the New License, will be effective by the date of Closing; or (vi) the Transferee Licensee or a transferee Equity Owner is a Specially Designated National, or Restricted or Blocked Person (as defined in Subparagraph 16.1.) or a Competitor, or otherwise fails to meet our then-current criteria for new licensees or Equity Owners.</p> <p>Permitted Transfers. We will permit the following types of Transfers (“Permitted Transfers”), on the conditions stated in the Franchise License Agreement, so long as (a) the proposed transferee is not a Specially Designated National or Restricted or Blocked Person (as defined in Subparagraph 16.1.) or a Competitor and (b) you or, if</p>

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
		<p>applicable, the transferring Affiliate or Equity Owner: (i) give us sixty (60) days advance written notice of the proposed Transfer (including the identity and contact information for any proposed transferee and any other information we may in our business judgment require in order to review the proposed Transfer and verify compliance with this Paragraph 11; (ii) are not in default under this Agreement or any related agreement; (iii) pay to us a nonrefundable processing fee of Five Thousand Dollars (\$5,000) with the Transfer request; (iv) follow our then-current procedure for processing Permitted Transfers; and (v) execute any documents required by the procedure for processing Permitted Transfers, which may include an estoppel and general release of claims that you or the Equity Owner may have against us, the Entities, and related persons.</p> <p>Permitted Transfers Include Affiliate Transfers, Transfers to Family Member or Trust; Transfers Upon Death, Bricks and Mortar Transfers, and Transfers of Privately Held Equity Interests: 25% or Greater Change where there is no Change of Control. See Subparagraph 11.b.(2) for additional conditions for each of these Permitted Transfers.</p> <p>Public Offering. Our prior approval of documentation and payment of \$5,000 processing fee and our other costs required. (See Franchise License Agreement for other requirements).</p> <p>Other Transactions</p> <p>(a) Mortgages and Pledges to Lending Institutions. You or an Equity Owner may mortgage or pledge the Hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the Hotel, without notifying us or obtaining our consent, provided that (i) you or the applicable Equity Owner are the sole borrower, and (ii) the loan is not secured by any other hotels or other collateral. You must notify us of any other proposed mortgage or pledge, including any collateral assignment of this Agreement, and obtain our consent, which we may withhold in our business judgment. We will evaluate the proposed mortgage or pledge according to our then-current procedure and standards for processing such requests. As a condition to our consent, we may require, among other things, that you (and/or the Equity Owner) and the lender execute a "lender comfort letter" agreement in a form satisfactory to us that describes our requirements on foreclosure, and may include an estoppel and general release of claims that you or the Equity Owner may have against us, the Entities, and related persons. We may charge a fee for our review of a proposed mortgage or pledge and for the</p>

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
		<p>processing of a lender comfort letter.</p> <p>(b) Commercial Leases. You may lease or sublease commercial space in the Hotel, or enter into concession arrangements for operations in connection with the Hotel, in the ordinary course of business, subject to our right to review and approve the nature of the proposed business and the proposed brand and concept, all in keeping with our then current Standards for System Hotels.</p> <p>Transfers to a Restricted Person or Competitor Not Permitted. You may not assign or transfer the Franchise License Agreement or an interest in it to a “Restricted Person” (defined in Section 16.I of the Franchise License Agreement) or any entity owned or controlled by a Restricted Person or to a Competitor as defined in the Franchise License Agreement.</p>
	HITS Agreement §22	We will only give our approval if transfer of the HITS Agreement is part of a transfer of your Franchise License Agreement in a transaction we approve.
n. Our right of first refusal to acquire your business	Not Applicable	
	HITS Agreement – Not Applicable	
o. Our option to purchase your business	Not Applicable	
	HITS Agreement – Not Applicable	
p. Your death or disability	FLA ¶11.b.(2)(c)	Upon the death of a Licensee or Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person’s will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person’s estate without our consent, provided that: (i) the Transfer Upon Death is to an immediate family member or to a legal entity formed by such family member(s); and (ii) within one (1) year after the death, such family member(s) or entity meet all of our then current requirements for an approved applicant and the Transfer otherwise satisfies the conditions in Subparagraph 11.b.(2).
	HITS Agreement – Not Applicable	
q. Non-competition covenants during the term of this franchise	FLA Definitions ¶6.a.(15)	You or an Affiliate of yours may not own, indirectly or directly, or be a licensor or owner of a hotel brand that competes with the System, a System Hotel or Network Hotel in our judgment. You may own a minority interest in a Competitor under certain circumstances, and you may be a licensee of a Competitor, or manage a property of a Competitor.
	HITS Agreement – Not Applicable	
r. Non-competition	Not Applicable	

Provision	Section in Franchise License Agreement and HITS Agreement (Note 1)	Summary
covenants after the franchise is terminated or expires	HITS Agreement – Not Applicable	
s. Modification of the agreement	FLA ¶16.d.	No oral modifications generally, but we can change the Standards, the Manual and other materials.
	HITS Agreement §17	No additions or modifications to the Agreement unless in writing and signed by all parties.
t. Integration/merger clause	FLA ¶16.d.	Only the terms of the Franchise License Agreement, the License Application, the Guarantee and any other related agreements signed by the parties are enforceable (subject to state law). Any other promises may not be enforceable. Our integration/merger clause does not disclaim the representations in this Disclosure Document.
	HITS Agreement §17	Only the terms of the Agreement are binding (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	
	HITS Agreement – Not Applicable	
v. Choice of forum	FLA ¶16.b.	Federal court (or state court if no federal jurisdiction) in Fairfax County, Virginia, except we may sue you where the Hotel is located. If venue choice not honored by court, then New York, New York, subject to state law.
	HITS Agreement §24	Same as for Franchise License Agreement.
w. Choice of law	FLA ¶16.b.	New York law applies, except for issues under U.S. Trademark Act, subject to state law.
	HITS Agreement §24	Same as for Franchise License Agreement.

Note 1 – **OnQ**. An integral element of the System we license to you is OnQ, Hilton Worldwide’s proprietary computerized business system which has or may in the future have the capability of providing support to you in accessing and/or using our reservation service, performance support or training, operations and management performance. You must enter into and comply with the terms and conditions of both the HITS Agreement and our Franchise License Agreement when utilizing equipment and software to use and access OnQ. Any references to the HITS Agreement in this column are preceded by "OnQ."

Note 2 – **Suspension/Interim Remedies by Us** If you are in default of the Franchise License Agreement, we may elect to postpone termination and impose an Interim Remedy, including the suspension of our obligations under the Agreement and/or our or the Entities’ obligations under any other of Your Agreements:

(1) We may suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us. We may remove the listing of the Hotel from any directories or advertising we publish. If we suspend the Hotel from the Reservation Service, we may divert reservations previously made for the Hotel to other System Hotels or Network Hotels.

(2) We may disable all or any part of the software provided to you under Your Agreements and/or may suspend any one or more of the information technology and/or network services that we provide or support under Your Agreements.

(3) We may charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees as set forth in the Standards after the date of our notice of default.

(4) You agree that our exercise of the right to elect Interim Remedies will not result in actual or constructive termination or abandonment of this Agreement and that our decision to elect Interim Remedies is in addition to, and apart from, any other right or remedy we may have in this Agreement. If we exercise the right to elect Interim Remedies, the exercise will not be a waiver of any breach by you of any term, covenant or condition of this Agreement. You will not be entitled to any compensation, including repayment, reimbursement, refund or offsets, for any fees, charges, expenses or losses you may directly or indirectly incur by reason of our exercise and/or withdrawal of any Interim Remedy

To the extent the Franchise License Agreement includes provisions that are inconsistent with state law (e.g., choice of law, choice of venue, renewal, termination, liquidated damages, general release of claims, transfer or covenant not to compete), those provisions will be superseded by the applicable state law. See the state addenda in Exhibit D.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

The charts below set forth certain historic performance information for Hampton Inn and Hampton Inn & Suites hotels operating in the United States (but not its Territories or Possessions) that were open before January 1, 2009 and were in operation on December 31, 2010 ("Mature") and reported data to Smith Travel Research. For 2010, the charts include information on all Mature Hampton Inn and Hampton Inn & Suites hotels, except as otherwise indicated. All information presented in the charts is for calendar year 2010.

As of December 31, 2010, there were a total of 1188 Hampton Inn branded hotels operating in the US (not including its Territories or Possessions). Of these, 1110 were Mature. 22 of the Mature hotels were Company-Managed and 1088 were Franchisee-Managed. 1 Mature Company-Managed hotel

and 5 Mature Franchisee-Managed hotels are not included in the charts below, because information was not available for them.

As of December 31, 2010, there were a total of 568 Hampton Inn & Suites branded hotels operating in the US (not including its Territories or Possessions). Of these, 430 were Mature. 9 of the Mature hotels were Company-Managed and 421 were Franchisee-Managed. 2 Mature Franchisee-Managed hotels are not included in the charts below, because information was not available for them.

Combining Hampton Inn and Hampton Inn & Suites, as of December 31, 2010, there were a total of 1756 Hampton branded hotels operating in the US (not including its Territories or Possessions). Of these, 1540 were Mature. 31 of the Mature hotels were Company-Managed and 1509 were Franchisee-Managed. 1 Mature Company-Managed Hotel and 7 Mature Franchisee-Managed hotels are not included in the charts below, because information was not available for them. In this Item 19, the term "Company-Managed" refers to hotels owned and/or managed by Hilton Worldwide or its affiliates, including franchised hotels. "Franchisee-Managed" refers to hotels that are franchised and are managed by the franchisee or a non-Hilton Worldwide management company retained by the franchisee.

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

Room Rates	2010
Mature Hampton Inn Hotels	
Average Room Rate of all Mature Hampton Inns hotels	98.33
Number & Percentage of Mature Company-Managed Hampton Inns hotels which met or exceeded Average Room Rate	6/28.6%
Number & Percentage of Mature Franchisee-Managed Hampton Inns hotels which met or exceeded Average Room Rate	400/36.9%

Source: Hilton Worldwide, Inc.

Room Rates	2010
Mature Hampton Inn & Suites	
Average Room Rate of all Mature Hampton Inn & Suites hotels	106.76
Number & Percentage of Mature Company-Managed Hampton Inn & Suites hotels which met or exceeded Average Room Rate	5/55.6%
Number & Percentage of Mature Franchisee-Managed Hampton Inn & Suites which met or exceeded Average Room Rate	151/36.0%

Source: Hilton Worldwide, Inc.

Occupancy	2010
Mature Hampton Inn and Hampton Inns & Suites	
Average Occupancy of all Mature Hampton Inns and Hampton Inn & Suites hotels	65.0%
Number & Percentage of Mature Company-Managed Hampton Inns and Hampton Inn & Suites hotels which met or exceeded Average Occupancy	15/50.0%
Number & Percentage of Mature Franchisee-Managed Hampton Inns and Hampton Inn & Suites hotels which met or exceeded Average Occupancy	777/51.7%

Source: Hilton Worldwide, Inc.

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

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

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

The Occupancy Index is calculated as follows:

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

Occupancy Index	2010
Mature Hampton Inns and Hampton Inns & Suites Hotels	
Average Occupancy Index of all Mature Hampton Inns and Hampton Inn & Suites hotels	110
Number & Percentage of Mature Company-Managed Hampton Inns and Hampton Inn & Suites hotels which met or exceeded Average Occupancy Index	15/50%
Number & Percentage of Mature Franchisee-Managed Hampton Inns and Hampton Inn & Suites hotels which met or exceeded Average Occupancy Index	753/50.1%

Source: Smith Travel Research, Inc. and Hilton Worldwide, Inc.

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

RevPAR Index is calculated as follows:

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

RevPAR Index	2010
Mature Hampton Inns and Hampton Inns & Suites	
Average RevPAR Index of all Mature Hampton Inns and Hampton Inn & Suites hotels	122.3
Number & Percentage of Mature Company-Managed Hampton Inns and Hampton Inn & Suites hotels which met or exceeded Average RevPAR Index	20/66.7%
Number & Percentage of Mature Franchisee-Managed Hampton Inns and Hampton Inn & Suites hotels which met or exceeded Average RevPAR Index	785/52.3%

Source: Smith Travel Research, Inc. and Hilton Worldwide, Inc.

The following charts show Average Percentage of HHonors contribution to Occupancy and the Average Percentage of Hilton Reservation Service Contribution to Occupancy for Mature Hampton Inn and Hampton Inn & Suites hotels and the number and percentage of Company-Managed and Franchisee-Managed Mature hotels that met or exceeded the average.

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

Hilton HHonors Contribution to Occupancy	2010
Mature Hampton Inns and Hampton Inns & Suites	
Average Percentage of HHonors Contribution to Occupancy for Mature Hampton Inns and Hampton Inn & Suites hotels	49.7%
Number of Mature Hotels Reporting	1532
Number of Mature hotels which met or exceeded Average % of HHonors Contribution to Occupancy	821
Percentage of Mature hotels which met or exceeded Average % of HHonors Contribution to Occupancy	53.6%

Source: Hilton Worldwide, Inc.

The Average Percentage of Hilton Reservation Service Contribution to Occupancy is the percentage of occupancy derived from dividing the total occupied room/suite nights as reported by the Mature Hampton Inns and Hampton Inn & Suites hotels to us or to Hilton Worldwide into the number of Hilton Reservation Service-occupied room/suite nights for the hotels (defined as actual arrivals for

room/suite nights booked directly through Hilton Reservation, adjusted for reservation cancellations and changes in reserved length of stay before arrival for such room nights, as reported by Hilton Reservations Worldwide to us and to Hilton Worldwide. Hilton Reservation Service-occupied room nights include those originating from Hilton Worldwide's central reservation offices, our websites and those of our Affiliates, and from GDS.

Hilton Reservation Service Contribution to Occupancy Mature Hampton Inns and Hampton Inns & Suites	2010
Average Percentage of Hilton Reservation Service Contribution to Occupancy for Mature Hampton Inns and Hampton Inn & Suites hotels	53.1%
Number of Mature Hotels Reporting	1532
Number of Mature hotels which met or exceeded Average % of Hilton Reservation Service Contribution to Occupancy	650
Percentage of Mature hotels which met or exceeded Average % of Hilton Reservation Service Contribution to Occupancy	42.4%

Source: Hilton Worldwide, Inc.

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

* * *

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

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting us, the Federal Trade Commission, and the appropriate state regulatory agencies.

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

**ITEM 20
OUTLETS AND LICENSEE INFORMATION***

**Systemwide Hotel Summary
For Years 2008 to 2010**

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Licensed	2008	1,116	1,147	+31
	2009	1,147	1,179	+32
	2010	1179	1188	+9
Company-Owned	2008	0	0	0
	2009	0	0	0
	2010	0	0	0
Total Hotels	2008	1,116	1,147	+31
	2009	1,147	1,179	+32
	2010	1179	1188	+9

**Table No. 2
Transfers of Licensed Hotels to New Owners (Other than the Licensor)
For Years 2008 to 2010**

State	Year	Number of Transfers
Alabama	2008	0
	2009	0
	2010	1

* The tables in Item 20 include Hampton Inn and Hampton Inn & Suites hotels, which, before October 24, 2007, were licensed by our predecessor Promus at the times shown. The franchise license agreements for the hotels which were licensed by Promus have been assigned to our affiliate HLT Existing Franchise Holding LLC (see Item 1).

State	Year	Number of Transfers
Arizona	2008	0
	2009	0
	2010	0
Arkansas	2008	1
	2009	1
	2010	1
California	2008	2
	2009	1
	2010	0
Colorado	2008	0
	2009	0
	2010	0
Connecticut	2008	0
	2009	0
	2010	0
Florida	2008	3
	2009	1
	2010	1
Georgia	2008	4
	2009	0
	2010	0
Illinois	2008	2
	2009	0
	2010	1
Indiana	2008	2
	2009	0
	2010	0
Iowa	2008	0
	2009	0
	2010	0
Kansas	2008	0
	2009	0
	2010	0
Kentucky	2008	0
	2009	0
	2010	0
Maine	2008	0
	2009	1
	2010	0
Maryland	2008	0
	2009	0
	2010	0
Massachusetts	2008	0
	2009	0
	2010	1
Michigan	2008	2
	2009	1
	2010	0
Minnesota	2008	0
	2009	0
	2010	0

State	Year	Number of Transfers
Mississippi	2008	3
	2009	0
	2010	0
Missouri	2008	1
	2009	0
	2010	2
Nebraska	2008	2
	2009	1
	2010	1
New Jersey	2008	1
	2009	0
	2010	0
New Mexico	2008	0
	2009	0
	2010	0
New York	2008	1
	2009	0
	2010	1
North Carolina	2008	7
	2009	0
	2010	0
North Dakota	2008	1
	2009	0
	2010	0
Ohio	2008	1
	2009	1
	2010	0
Oklahoma	2008	0
	2009	0
	2010	0
Pennsylvania	2008	4
	2009	1
	2010	0
South Carolina	2008	3
	2009	0
	2010	0
South Dakota	2008	1
	2009	0
	2010	0
Tennessee	2008	0
	2009	0
	2010	2
Texas	2008	3
	2009	2
	2010	1
Utah	2008	0
	2009	1
	2010	0
Vermont	2008	1
	2009	0
	2010	0

State	Year	Number of Transfers
Virginia	2008	0
	2009	0
	2010	0
Washington	2008	0
	2009	0
	2010	0
West Virginia	2008	0
	2009	0
	2010	0
Wisconsin	2008	2
	2009	0
	2010	0
District of Columbia	2008	0
	2009	0
	2010	1
All Other States	2008	0
	2009	0
	2010	0
Total	2008	47
	2009	11
	2010	13

Table No. 3
Status of Licensed Hotels
For Years 2008 to 2010*

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Licensor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alabama	2008	32	0	0	1	0	0	31
	2009	31	4	0	0	0	0	35
	2010	35	2	1	0	0	0	36
Alaska	2008	1	0	0	0	0	0	1
	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
Arizona	2008	16	0	0	0	0	0	16
	2009	16	0	1	0	0	0	15
	2010	15	0	0	0	0	0	15
Arkansas	2008	20	3	0	1	0	0	22
	2009	22	1	2	0	0	0	21
	2010	21	0	1	0	0	0	20
California	2008	27	3	0	0	0	0	30
	2009	30	0	0	0	0	0	30
	2010	30	0	1	0	0	0	29
Colorado	2008	18	1	0	0	0	0	19
	2009	19	2	0	0	0	0	21
	2010	21	1	0	0	0	0	22

* If multiple events occurred affecting a hotel, this table shows the event that occurred last in time.

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Licensor	Ceased Operations - Other Reasons	Hotels at End of the Year
Connecticut	2008	7	1	0	0	0	0	8
	2009	8	0	0	0	0	0	8
	2010	8	0	0	0	0	0	8
Delaware	2008	5	0	0	0	0	0	5
	2009	5	0	0	0	0	0	5
	2010	5	1	0	1	0	0	5
Florida	2008	81	1	1	1	0	0	80
	2009	80	2	0	0	0	0	82
	2010	82	0	1	0	0	0	81
Georgia	2008	70	0	1	0	0	0	69
	2009	69	4	2	0	0	0	71
	2010	71	0	0	0	0	0	71
Hawaii	2008	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
Idaho	2008	3	0	0	0	0	0	3
	2009	3	0	0	0	0	0	3
	2010	3	0	0	0	0	0	3
Illinois	2008	34	2	0	0	0	0	36
	2009	36	1	0	0	0	0	37
	2010	37	1	0	2	0	0	36
Indiana	2008	32	3	2	0	0	0	33
	2009	33	0	0	0	0	0	33
	2010	33	0	0	0	0	0	33
Iowa	2008	9	0	0	0	0	0	9
	2009	9	0	0	0	0	0	9
	2010	9	2	1	0	0	0	10
Kansas	2008	11	2	0	0	0	0	13
	2009	13	1	0	0	0	0	14
	2010	14	2	0	0	0	0	16
Kentucky	2008	31	1	0	0	0	0	32
	2009	32	0	0	0	0	0	32
	2010	32	1	1	0	0	0	32
Louisiana	2008	17	0	0	0	0	0	17
	2009	17	1	0	0	0	0	18
	2010	18	0	0	0	0	0	18
Maine	2008	5	0	0	0	0	0	5
	2009	5	1	0	0	0	0	6
	2010	6	2	0	0	0	0	8
Maryland	2008	21	0	0	0	0	0	21
	2009	21	1	0	1	0	0	21
	2010	21	0	0	0	0	0	21
Massachusetts	2008	20	0	0	0	0	0	20
	2009	20	0	0	0	0	0	20
	2010	20	0	0	0	0	0	20
Michigan	2008	35	2	1	0	0	0	36
	2009	36	0	0	1	0	0	35
	2010	35	1	2	3	0	0	31
Minnesota	2008	10	0	0	0	0	0	10
	2009	10	1	0	0	0	0	11
	2010	11	1	0	0	0	0	12
Mississippi	2008	22	1	0	0	0	0	23
	2009	23	1	1	0	0	0	23
	2010	23	2	0	1	0	0	24

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Licensor	Ceased Operations - Other Reasons	Hotels at End of the Year
Missouri	2008	25	1	0	0	0	0	26
	2009	26	1	1	1	0	0	25
	2010	25	1	0	0	0	0	26
Montana	2008	7	0	0	0	0	0	7
	2009	7	0	0	0	0	0	7
	2010	7	0	0	0	0	0	7
Nebraska	2008	9	1	0	0	0	0	10
	2009	10	0	0	0	0	0	10
	2010	10	0	0	0	0	0	10
Nevada	2008	2	1	0	0	0	0	3
	2009	3	0	0	0	0	0	3
	2010	3	0	0	0	0	0	3
New Hampshire	2008	4	0	0	0	0	0	4
	2009	4	1	0	0	0	0	5
	2010	5	0	0	0	0	0	5
New Jersey	2008	21	1	0	2	0	0	20
	2009	20	1	0	0	0	0	21
	2010	21	1	0	0	0	0	22
New Mexico	2008	10	1	0	0	0	0	11
	2009	11	1	0	0	0	0	12
	2010	12	1	0	0	0	0	13
New York	2008	40	3	0	0	0	0	43
	2009	43	6	0	1	0	0	48
	2010	48	0	0	0	0	0	48
North Carolina	2008	67	5	1	1	0	0	70
	2009	70	2	1	1	0	0	70
	2010	70	2	1	0	0	0	71
North Dakota	2008	1	1	0	0	0	0	2
	2009	2	0	0	0	0	0	2
	2010	2	0	0	0	0	0	2
Ohio	2008	57	0	0	0	0	0	57
	2009	57	2	2	1	0	0	56
	2010	56	0	1	0	0	0	55
Oklahoma	2008	15	2	1	0	0	0	16
	2009	16	0	0	0	0	0	16
	2010	16	0	0	0	0	0	16
Oregon	2008	6	1	0	1	0	0	6
	2009	6	0	0	0	0	0	6
	2010	6	0	0	0	0	0	6
Pennsylvania	2008	57	2	1	0	0	0	58
	2009	58	1	0	0	0	0	59
	2010	59	1	0	0	0	0	60
Rhode Island	2008	1	1	0	0	0	0	2
	2009	2	0	0	0	0	0	2
	2010	2	0	0	0	0	0	2
South Carolina	2008	41	1	1	0	0	0	41
	2009	41	1	0	0	0	0	42
	2010	42	1	1	0	0	0	42
South Dakota	2008	5	0	0	0	0	0	5
	2009	5	0	0	0	0	0	5
	2010	5	0	0	0	0	0	5
Tennessee	2008	46	1	1	1	0	0	45
	2009	45	1	1	0	0	0	45
	2010	45	1	1	0	0	0	45
Texas	2008	70	2	2	1	0	0	69
	2009	69	5	1	0	0	0	73

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Licensor	Ceased Operations - Other Reasons	Hotels at End of the Year
	2010	73	5	2	0	0	0	76
Utah	2008	14	0	0	0	0	0	14
	2009	14	1	0	0	0	0	15
	2010	15	0	0	0	0	0	15
Vermont	2008	5	0	0	0	0	0	5
	2009	5	0	0	0	0	0	5
	2010	5	0	0	0	0	0	5
Virginia	2008	48	8	0	0	0	1	55
	2009	55	4	0	0	0	0	59
	2010	59	0	0	0	0	0	59
Washington	2008	5	0	0	0	0	0	5
	2009	5	1	0	0	0	0	6
	2010	6	0	0	0	0	0	6
West Virginia	2008	15	1	0	0	0	0	16
	2009	16	0	0	0	0	0	16
	2010	16	0	0	0	0	0	16
Wisconsin	2008	12	0	1	0	0	0	11
	2009	11	1	0	0	0	0	12
	2010	12	1	0	0	0	0	13
Wyoming	2008	5	2	0	1	0	0	6
	2009	6	1	0	0	0	0	7
	2010	7	0	0	0	0	0	7
District of Columbia	2008	1	0	0	0	0	0	1
	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
Total	2008	1,116	55	13	10	0	1	1,147
	2009	1,147	50	12	6	0	0	1,179
	2010	1,179	30	14	7	0	0	1,188

**Table No. 4
Status of Company-Owned Hotels
For Years 2008 to 2010***

State	Year	Hotels at Start of Year	Hotels Opened	Hotels Reacquired from Licensees	Hotels Closed	Hotels Sold to Licensees	Hotels at End of the Year
All States	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	0	0	0	0	0
Total	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 2010

State	Franchise License Agreements Signed But Outlet Not Opened	Projected New Licensed Hotel in the Next Fiscal Year	Projected New Company-Owned Hotel in the Next Fiscal Year
Alabama	2	2	0
Arizona	0	0	0
Arkansas	1	1	0
California	1	0	0
Colorado	0	0	0
Connecticut	1	0	0
Delaware	0	0	0
Florida	5	0	0
Georgia	6	0	0
Idaho	1	0	0
Illinois	0	0	0
Indiana	2	1	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	3	1	0
Maine	0	1	0
Maryland	0	1	0
Massachusetts	1	0	0
Michigan	2	0	0
Minnesota	0	0	0
Mississippi	2	1	0
Missouri	2	0	0
Nebraska	1	1	0
New Jersey	4	0	0
New Mexico	1	0	0
New York	5	0	0
North Carolina	1	0	0
North Dakota	2	0	0
Ohio	4	0	0
Pennsylvania	4	0	0
South Carolina	1	0	0
Tennessee	6	1	0
Texas	7	1	0
Virginia	5	0	0
West Virginia	0	0	0
Wisconsin	0	1	0
Wyoming	0	0	0
All Other States	0	0	0
Total	70	12	0

HAMPTON INN & SUITES HOTELS
Table No. 1

Systemwide Hotel Summary
For Years 2008 to 2010

Hotel Type	Year	Hotels at the Start of the Year	Hotels at the End of the Year	Net Change
Licensed	2008	342	432	+90
	2009	432	519	+87
	2010	519	568	+49
Company-Owned	2008	1	1	0
	2009	1	1	0
	2010	1	1	0
Total Hotels	2008	343	433	+90
	2009	433	520	+87
	2010	520	569	+49

Table No. 2

Transfers of Licensed Hotels to New Owners (Other than the Licensor)
For Years 2008 to 2010

State	Year	Number of Transfers
Alabama	2008	0
	2009	0
	2010	1
Arizona	2008	0
	2009	0
	2010	0
Arkansas	2008	0
	2009	0
	2010	1
California	2008	3
	2009	1
	2010	0
Colorado	2008	2
	2009	0
	2010	1
Connecticut	2008	0
	2009	1
	2010	0
Florida	2008	3
	2009	1
	2010	2

State	Year	Number of Transfers
Georgia	2008	0
	2009	0
	2010	1
Idaho	2008	0
	2009	0
	2010	1
Illinois	2008	1
	2009	0
	2010	0
Indiana	2008	0
	2009	0
	2010	0
Kansas	2008	1
	2009	0
	2010	0
Massachusetts	2008	1
	2009	0
	2010	0
Minnesota	2008	0
	2009	1
	2010	0
Mississippi	2008	1
	2009	0
	2010	1
Missouri	2008	0
	2009	0
	2010	1
Nevada	2008	0
	2009	0
	2010	0
New Mexico	2008	0
	2009	0
	2010	0
New York	2008	0
	2009	0
	2010	0
North Carolina	2008	0
	2009	0
	2010	1
Oklahoma	2008	0
	2009	0
	2010	1
Pennsylvania	2008	0
	2009	0
	2010	0
Rhode Island	2008	1
	2009	0
	2010	0
Tennessee	2008	1
	2009	0
	2010	2

State	Year	Number of Transfers
Texas	2008	6
	2009	3
	2010	5
Utah	2008	1
	2009	0
	2010	0
Virginia	2008	1
	2009	0
	2010	0
All Other States	2008	0
	2009	0
	2010	0
Total	2008	22
	2009	7
	2010	18

Table No. 3
Status of Licensed Hotels
For Years 2008 to 2010*

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Licensor	Ceased Operations - Other Reasons	Hotels at End of the Year
Alabama	2008	8	4	0	0	0	0	12
	2009	12	5	0	0	0	0	17
	2010	17	1	0	0	0	0	18
Alaska	2008	0	0	0	0	0	0	0
	2009	0	1	0	0	0	0	1
	2010	1	0	0	0	0	0	1
Arizona	2008	10	3	0	0	0	0	13
	2009	13	3	0	0	0	0	16
	2010	16	0	0	0	0	0	16
Arkansas	2008	2	1	0	0	0	0	3
	2009	3	1	0	0	0	0	4
	2010	4	0	0	0	0	0	4
California	2008	36	13	0	0	0	0	49
	2009	49	8	0	0	0	0	57
	2010	57	5	1	0	0	0	61
Colorado	2008	10	1	0	0	0	0	11
	2009	11	3	0	0	0	0	14
	2010	14	1	0	0	0	0	15
Connecticut	2008	1	3	0	0	0	0	4
	2009	4	1	0	0	0	0	5
	2010	5	1	0	0	0	0	6
Florida	2008	34	8	0	0	0	0	42
	2009	42	9	0	0	0	0	51
	2010	51	3	1	0	0	0	53

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Licensor	Ceased Operations - Other Reasons	Hotels at End of the Year
Georgia	2008	11	3	0	0	0	0	14
	2009	14	2	0	0	0	0	16
	2010	16	1	0	0	0	0	17
Idaho	2008	6	0	0	0	0	0	6
	2009	6	0	0	0	0	0	6
	2010	6	0	0	0	0	0	6
Illinois	2008	11	2	0	0	0	0	13
	2009	13	4	0	0	0	0	17
	2010	17	1	0	0	0	0	18
Indiana	2008	9	3	0	0	0	0	12
	2009	12	1	0	0	0	0	13
	2010	13	0	0	0	0	0	13
Iowa	2008	2	1	0	0	0	0	3
	2009	3	2	0	0	0	0	5
	2010	5	0	0	0	0	0	5
Kansas	2008	1	0	0	0	0	0	1
	2009	1	1	0	0	0	0	2
	2010	2	0	0	0	0	0	2
Kentucky	2008	5	1	0	0	0	0	6
	2009	6	0	0	0	0	0	6
	2010	6	2	0	0	0	0	8
Louisiana	2008	3	2	0	0	0	0	5
	2009	5	3	0	0	0	0	8
	2010	8	3	0	0	0	0	11
Maine	2008	2	0	0	0	0	0	2
	2009	2	0	0	0	0	0	2
	2010	2	0	0	0	0	0	2
Maryland	2008	4	2	0	0	0	0	6
	2009	6	0	0	0	0	0	6
	2010	6	0	0	0	0	0	6
Massachusetts	2008	4	1	0	0	0	0	5
	2009	5	1	0	0	0	0	6
	2010	6	0	0	0	0	0	6
Michigan	2008	5	0	0	0	0	0	5
	2009	5	2	0	0	0	0	7
	2010	7	1	0	0	0	0	8
Minnesota	2008	4	1	0	0	0	0	5
	2009	5	2	0	0	0	0	7
	2010	7	0	0	0	0	0	7
Mississippi	2008	3	2	0	0	0	0	5
	2009	5	2	0	0	0	0	7
	2010	7	1	0	0	0	0	8
Missouri	2008	4	1	0	0	0	0	5
	2009	5	0	0	0	0	0	5
	2010	5	1	0	0	0	0	6
Montana	2008	0	1	0	0	0	0	1
	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
Nebraska	2008	3	0	0	0	0	0	3
	2009	3	1	0	0	0	0	4
	2010	4	0	0	0	0	0	4
Nevada	2008	5	1	0	0	0	0	6
	2009	6	0	0	0	0	0	6
	2010	6	0	0	0	0	0	6

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Licensor	Ceased Operations - Other Reasons	Hotels at End of the Year
New Hampshire	2008	2	1	0	0	0	0	3
	2009	3	0	0	0	0	0	3
	2010	3	1	0	0	0	0	4
New Jersey	2008	2	0	0	0	0	0	2
	2009	2	1	0	0	0	0	3
	2010	3	2	0	0	0	0	5
New Mexico	2008	7	0	0	0	0	0	7
	2009	7	0	0	0	0	0	7
	2010	7	1	0	0	0	0	8
New York	2008	9	2	0	0	0	0	11
	2009	11	2	0	0	0	0	13
	2010	13	1	0	0	0	0	14
North Carolina	2008	16	0	0	0	0	0	16
	2009	16	2	0	0	0	0	18
	2010	18	2	0	0	0	0	20
Ohio	2008	17	2	0	0	0	0	19
	2009	19	2	0	0	0	0	21
	2010	21	0	0	0	0	0	21
Oklahoma	2008	5	2	0	0	0	0	7
	2009	7	2	0	0	0	0	9
	2010	9	5	0	0	0	0	14
Pennsylvania	2008	11	1	0	0	0	0	12
	2009	12	2	0	0	0	0	14
	2010	14	1	0	0	0	0	15
Rhode Island	2008	2	1	0	0	0	0	3
	2009	3	1	0	0	0	0	4
	2010	4	0	0	0	0	0	4
South Carolina	2008	9	1	0	0	0	0	10
	2009	10	1	0	0	0	0	11
	2010	11	0	0	0	0	0	11
South Dakota	2008	0	0	0	0	0	0	0
	2009	0	2	0	0	0	0	2
	2010	2	1	0	0	0	0	3
Tennessee	2008	12	4	0	0	0	0	16
	2009	16	2	0	0	0	0	18
	2010	18	0	0	0	0	0	18
Texas	2008	42	14	0	0	0	0	56
	2009	56	11	0	0	0	0	67
	2010	67	10	0	0	0	0	77
Utah	2008	4	1	0	0	0	0	5
	2009	5	0	0	0	0	0	5
	2010	5	0	0	0	0	0	5
Virginia	2008	14	2	0	0	0	0	16
	2009	16	5	0	0	0	0	21
	2010	21	1	0	0	0	0	22
Washington	2008	5	1	0	0	0	0	6
	2009	6	0	0	0	0	0	6
	2010	6	3	0	0	0	0	9
Wisconsin	2008	1	2	0	0	0	0	3
	2009	3	1	0	0	0	0	4
	2010	4	0	0	0	0	0	4
Wyoming	2008	0	2	0	0	0	0	2
	2009	2	1	0	0	0	0	3
	2010	3	2	0	0	0	0	5

State	Year	Hotels at Start of Year	Hotels Opened	Terminations	Non-Renewals	Reacquired by Licensor	Ceased Operations - Other Reasons	Hotels at End of the Year
All Other States	2008	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
Territories and Possessions	2008	1	0	0	0	0	0	1
	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
Total	2008	342	90	0	0	0	0	432
	2009	432	87	0	0	0	0	519
	2010	519	51	2	0	0	0	568

Table No. 4
Status of Company-Owned Hotels
For Years 2008 to 2010*

State	Year	Hotels at Start of Year	Hotels Opened	Hotels Reacquired from Licensees	Hotels Closed	Hotels Sold to Licensees	Hotels at End of the Year
Tennessee	2008	1	0	0	0	0	1
	2009	1	0	0	0	0	1
	2010	1	0	0	0	0	1
All Other States	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	0	0	0	0	0
Total	2008	1	0	0	0	0	1
	2009	1	0	0	0	0	1
	2010	1	0	0	0	0	1

Table No. 5
Projected Openings as of December 31, 2010

State	Franchise License Agreements Signed But Hotel Not Opened	Projected New Licensed Hotels in the Next Fiscal Year	Projected New Company-Owned Hotels in the Next Fiscal Year
Alabama	1	2	0
Arkansas	1	0	0
Arizona	4	0	0
California	9	1	0
Colorado	4	1	0
Connecticut	1	0	0

State	Franchise License Agreements Signed But Hotel Not Opened	Projected New Licensed Hotels in the Next Fiscal Year	Projected New Company-Owned Hotels in the Next Fiscal Year
Delaware	2	0	0
Florida	14	1	0
Georgia	8	1	0
Idaho	0	1	0
Illinois	1	1	0
Indiana	3	1	0
Iowa	1	0	0
Kansas	1	1	0
Kentucky	1	0	0
Louisiana	3	1	0
Maine	1	0	0
Maryland	4	1	0
Massachusetts	2	0	0
Michigan	2	1	0
Minnesota	2	0	0
Mississippi	1	1	0
Missouri	0	0	0
Nevada	2	0	0
New Hampshire	0	0	0
New Jersey	3	0	0
New Mexico	1	0	0
New York	6	0	0
North Carolina	8	3	0
North Dakota	0	1	0
Ohio	6	1	0
Oklahoma	8	2	0
Oregon	3	0	0
Pennsylvania	7	0	0
South Carolina	5	0	0
South Dakota	0	0	0
Tennessee	6	2	0
Texas	23	4	0
Utah	1	1	0
Virginia	5	0	0
Washington	4	0	0
Wisconsin	3	0	0
Wyoming	2	0	0
District of Columbia	1	0	0
All Other States	0	0	0
Total	160	28	0

All numbers are as of December 31 for each year.

The names of all Hampton Inn and Hampton Inn & Suites licensees and the addresses and telephone numbers of all of their outlets as of December 31, 2010 are listed in Exhibit A.

The names, city, state and business telephone number, or, if unknown, the last known home telephone number of every Hampton Inn or Hampton Inn & Suites licensee who has had an outlet terminated, cancelled or not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise License Agreement during 2010, or who has not communicated with our affiliate HLT Existing Franchise Holding LLC or us within 10 weeks of the issuance date of this Disclosure Document are attached as Exhibit B.

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

During the last three fiscal years, we and our Predecessor have not signed any confidentiality clauses with a current or former franchisee in a Franchise Agreement, settlement agreement or any other contract restricting their ability to speak to you openly about their experience with us or our Predecessor.

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

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit C are the audited consolidated balance sheets of Hilton Franchise Holding LLC as of December 31, 2010 and 2009, and the related consolidated statements of operations and member's capital and cash flow for each of the three years ended December 31, 2010,. We are a wholly owned subsidiary of Hilton Franchise Holding LLC.

Hilton Franchise Holding LLC absolutely and unconditionally guarantees the duties and obligations of Hampton Inns Franchise LLC under its Franchise License Agreement entered into with licensees buying a franchise pursuant to this Disclosure Document. A copy of the guarantee is included in Exhibit C.

As part of the financing transaction addressed in Item 1, various assets have been pledged to secure the indebtedness, including all franchise agreements and other agreements existing at the time of the closing of the financing transaction. Certain subsidiaries of Hilton Franchise Holding LLC, including Hampton Inns Franchise LLC, have guaranteed the indebtedness.

ITEM 22 CONTRACTS

The following contracts are attached and made a part of this Disclosure Document: the Franchise License Agreement (with Rider and Attachment A); the Guarantee of the Franchise License Agreement; the Franchise License Application; the HITS Agreement; and the Voluntary Termination Agreement (Franchise License Agreement). These exhibits are SAMPLES ONLY and are not for

signature. These documents are not exhaustive and may vary significantly from state to state and from transaction to transaction.

**ITEM 23
RECEIPTS**

Exhibit M contains two copies of a detachable receipt.

EXHIBIT A

EXHIBIT A

HAMPTON INN

LIST OF FRANCHISES

As of December 31, 2010, franchised hotels were in operation at the following locations:

ALABAMA

APONE, LLC

Alexander City, AL
1551 Elkahatchee Road
Alexander City, AL 35010
256-234-2244

37 Hotel Auburn, LLC

Auburn, AL
2430 S. College St.
Auburn, AL 36832
334-821-4111

Balaji, LLC

Birmingham I-65/Lakeshore Dr., AL
30 State Farm Parkway
Birmingham, AL 35209
205-313-2060

FWH Birmingham Colonnade, LLC

Birmingham-Colonnade, AL
3400 Colonnade Parkway
Birmingham, AL 35243
205-967-0002

NRJC, Inc.

Birmingham/Bessemer, AL
4910 Civic Lane
Bessemer, AL 35022
205-425-2010

Fultondale Tamasee, LLC and Fultondale

Promenade, L
Birmingham/Fultondale, AL
1716 Fulton Road
Fultondale, AL 35068
205-439-6700

Jackson Rime L.L.C.

Birmingham/Leeds, AL
310 Rex Lake Road
Leeds, AL 35094
205-702-4141

W2007 Equity Inns Realty, LLC
Birmingham/Mountain Brook, AL
2731 US Highway 280 South
Birmingham, AL 35223
205-870-7822

Trussville Hospitality, LLC
Birmingham/Trussville, AL
1940 Edwards Lake Road
Trussville, AL 35235
205-655-9777

Edwin B. Lumpkin, Jr.

Calera, AL
93 Metro Drive
Calera, AL 35040
205-668-6565

Pikes, Inc.

Cullman, AL
6100 Alabama Highway 157
Cullman, AL 35058
256-739-4444

Enterprise Lodging Company, LLC

Decatur, AL
2041 Beltline Rd., SW
Decatur, AL 35601
256-355-5888

Enterprise Hospitality, L.L.C.

Enterprise, AL
8 West Pointe Court
Enterprise, AL 36330
334-347-5763

Fairhope Hospitality Group, LLC

Fairhope-Mobile Bay, AL
23 North Section Street
Fairhope, AL 36532
251-928-0956

Florence Hotel Company, L.L.C.

Florence-Midtown, AL
2281 Florence Blvd.
Florence, AL 35630
256-764-8888

EXHIBIT A

Dhiraj, Inc.
Fort Payne, AL
1201 Jordan Road Southwest
Fort Payne, AL 35968
256-304-2600

Jacksonville Hotel, LLC
Jacksonville, AL
1041 JD&L Drive
Jacksonville, AL 36265
256-782-0330

PHA, LLC
Gadsden, AL
129 River Road
Gadsden, AL 35901
256-546-2337

Windwood-Jasper, LLC
Jasper, AL
100 Industrial Parkway
Jasper, AL 35501
205-221-3334

Dawson Gadsden West Hotel, LLC
Gadsden/Attalla I-59, AL
206 Walker Street
Gadsden, AL 35904
256-538-5222

Inn of Daphne, Inc.
Mobile-East Bay/Daphne, AL
29451 US Hwy. 98
Daphne, AL 36526
251-626-2220

SAI, Inc.
Greenville, AL
219 Interstate Drive
Greenville, AL 36037
334-382-9631

Inn of Daphne, Inc.
Mobile-I-10/Bellingrath Gardens, AL
5478 Inn Road
Mobile, AL 36619
251-660-9202

Lake Guntersville Hotel, LLC
Guntersville, AL
14451 U.S. Highway 431 South
Guntersville, AL 35976
256-582-4176

Gulf Coast Management Company, L.L.C.
Mobile-North/Saraland, AL
1320 Industrial Parkway
Saraland, AL 36571
251-679-7953

Anderson Hotels, Inc.
Huntsville, AL
4815 University Dr.
Huntsville, AL 35816-1801
256-830-9400

Vision Hospitality, L.L.C.
Montgomery-South-Airport, AL
60 Wasden Road
Hope Hull, AL 36043
334-280-9592

Huntsville Hotel Company, L.L.C.
Huntsville-Arsenal/South Pkway, AL
501 Boulevard South SW
Huntsville, AL 35802
256-882-2228

Pell City Hospitality I, LLC
Pell City, AL
220 Vaughan Lane
Pell City, AL 35125
205-814-3000

Charles W. Anderson Estate
Huntsville/Madison, AL
9225 Madison Blvd.
P.O. Box 1217
Madison, AL 35758
256-464-8999

R & R Enterprises, L.L.C.
Prattville, AL
2585 Cobbs Hill Place
Prattville, AL 36066
334-285-6767

Rabbit Creek Properties, LLC
Jackson, AL
4150 North College Avenue
Jackson, AL 36545
251-246-7300

J & H Properties, L.L.C.
Selma, AL
2200 West Highland Avenue
Selma, AL 36701
334-876-9995

Apple Seven Services Southeast, L.P.

EXHIBIT A

Troy, AL
103 Troy Plaza Loop
Troy, AL 36081
334-807-5900

Interstate Lodging Co., LLC
Tuscaloosa-East, AL
6400 Interstate Drive
Tuscaloosa, AL 35453
205-562-9000

Rosewood Lodging Company, LLC
Tuscaloosa-University, AL
600 Harper Lee Drive
Tuscaloosa, AL 35404
205-553-9800

ALASKA

Apple Six Anchorage Management, Inc.
Anchorage, AK
4301 Credit Union Drive
Anchorage, AK 99502
907-550-7000

ARIZONA

FHI Partnership
Flagstaff-East, AZ
3501 East Lockett Rd.
Flagstaff, AZ 86004
928-526-1885

MJ Mike Enterprises, Inc.
Kayenta-Monument Valley, AZ
US Hwy. 160
P.O. Box 1219
Kayenta, AZ 86033
928-697-3170

ZMC Hotels, Inc.
Lake Havasu City, AZ
245 London Bridge Road
Lake Havasu City, AZ 86403
928-855-4071

RB Phoenix North, LLC
Phoenix-Airport North, AZ
601 North 44th Street
Phoenix, AZ 85008
602-267-0606

Apple Six Hospitality Management, Inc.
Phoenix-Midtown (Dwtm Area), AZ
160 W. Catalina Drive
Phoenix, AZ 85013
602-200-0990

ZMC Hotels, Inc.
Phoenix/Anthem, AZ
42415 N. 41st Drive
Anthem, AZ 85086
623-465-7979

W2005 New Century Hotel Portfolio, L.P.
Phoenix/Chandler, AZ
7333 W. Detroit Street
Chandler, AZ 85226
480-753-5200

Zenith Management Company
Phoenix/Glendale/Peoria, AZ
8408 W. Paradise Lane
Peoria, AZ 85382
623-486-9918

Chun B. Yim & Gloria Yim
Phoenix/Mesa, AZ
1563 S. Gilbert Rd.
Mesa, AZ 85204
480-926-3600

ZMC Hotels, Inc.
Phoenix/Scottsdale @ Shea, AZ
10101 N. Scottsdale Road
Scottsdale, AZ 85253
480-443-3233

Tomichi Management, Inc.
Prescott, AZ
3453 Ranch Drive
Prescott, AZ 86303
928-443-5500

W2005 New Century Hotel Portfolio, L.P.
Sedona, AZ
1800 W. Highway 89A
Sedona, AZ 86336
928-282-4700

Landmark Hospitality, LLC
Sierra Vista, AZ
4100 Snyder Boulevard
Sierra Vista, AZ 85635
520-439-5400

EXHIBIT A

Robray Hotel Partnership
Tucson-Airport, AZ
6971 S. Tucson Boulevard
Tucson, AZ 85756
520-918-9000

Zenith Management Company
Tucson-North, AZ
1375 West Grant Road
Tucson, AZ 85745
520-206-0602

ARKANSAS

VMN Arkadelphia, LLC
Arkadelphia, AR
108 Malvern Road
Arkadelphia, AR 71923
870-403-0800

Apple Nine Services Rogers, Inc.
Bentonville/Rogers, AR
4501 W. Walnut Street
Rogers, AR 72756
479-986-0500

Don Houseworth
Blytheville, AR
301 North Service Road
Blytheville, AR 72315
870-763-5220

Raghu Inc.
Bryant, AR
307 Office Park Dr.
Bryant, AR 72022
501-847-3200

Huie F. Bird & Doris L. Bird (husband & wife)
Clarksville, AR
2630 W. Clark Road
Clarksville, AR 72830
479-754-4444

ANAND, INC.
Conway, AR
810 Museum Road
Conway, AR 72032
501-329-8999

Lincoln Hospitality, LLC
El Dorado, AR
2312 Junction City Road
El Dorado, AR 71730
870-862-1800

Generations, Inc.
Fayetteville, AR
915 Krupa
Fayetteville, AR 72704
479-587-8300

Tramlaw Motel Corporation
Forrest City, AR
300 Holiday Drive
Forrest City, AR 72335
870-630-9000

Summit Hotel Properties, LLC
Ft. Smith, AR
6201-C Rogers Avenue
Fort Smith, AR 72903
479-452-2000

Wood Development Inc.
Harrison, AR
121 Hwy 43 East
Harrison, AR 72601
870-365-0505

Honest Hospitality, L.L.C.
Hot Springs, AR
151 Temperance Hill Road
Hot Springs, AR 71913
501-525-7000

Hay-Host, Inc.
Jonesboro, AR
2900 Phillips Drive
Jonesboro, AR 72401
870-974-9500

Ganesha Hospitality, LLC
Monticello, AR
480 Hwy 425 N
Monticello, AR 71655
870-367-6600

Magness Hospitality LLC
Mountain Home, AR
995 Coley Drive
Mountain Home, AR 72653
870-425-0344

Manoj J. Patel & Vinubhai B. Patel
North Little Rock-McCain Mall, AR
4801 West Commercial Drive
North Little Rock, AR 72116
501-753-8660

EXHIBIT A

Huie F. Bird & Doris L. Bird (husband & wife)
Russellville, AR
2304 N. Arkansas Avenue
Russellville, AR 72802
479-858-7199

CH Searcy Hotel Partners, LLC
Searcy, AR
3204 East Race
Searcy, AR 72143
501-268-0654

Maya Inn, Inc., and Scottish Inn Partnership
Siloam Springs, AR
2171 Ravenwood Plaza
Siloam Springs, AR 72761
479-215-1000

Marion Driscoll Hotels and Resorts
Van Buren, AR
1916 North Sixth Street
Van Buren, AR 72956
479-471-7447

CALIFORNIA

The James G. Bailey Living Trust, dated
November 4
Bakersfield - Central, CA
1017 Oak Street
Bakersfield, CA 93304
661-633-0333

BMS Investments 4, LLC
Brentwood, CA
7605 Brentwood Boulevard
Brentwood, CA 94513
925-513-1299

Alps Lodging 2 Inc.
Carlsbad-North San Diego County, CA
2229 Palomar Airport Road
Carlsbad, CA 92011
760-431-2225

Harbor Hospitality II, LLC
Channel Islands Harbor, CA
3231 Peninsula Road
Oxnard, CA 93035
805-985-1100

Amrat C. and Ramila Patel
Fremont/Silicon Valley, CA
46500 Landing Parkway
Fremont, CA 94538
510-498-1900

Brahma Enterprises, Inc.
Livermore-East Bay, CA
2850 Constitution Drive
Livermore, CA 94550
925-606-6400

LAX Hotel Investment Company, L.L.C.
Los Angeles-Int'l Airport, CA
10300 La Cienega Blvd.
Inglewood, CA 90304
310-846-3200

Heprand Hospitality, Inc.
Los Angeles/Arcadia/Pasadena, CA
311 E. Huntington Drive
Arcadia, CA 91006
626-574-5600

Carson Albertoni Hotel Co., Inc.
Los Angeles/Carson/Torrance, CA
767 Albertoni St.
Carson, CA 90746
310-768-8833

Dai Sik Park and Soon Hwa Park
Los Angeles/Orange County/Cypress, CA
10900 Yamaha Way
Cypress, CA 90630
714-527-2900

Apple Nine Hospitality Management, Inc.
Los Angeles/Santa Clarita/Six Flags Area
25259 The Old Road
Santa Clarita, CA 91381
661-253-2400

Apple Six Foothill Ranch Services, Inc.
Los Angeles/South Orange County, CA
27102 Towne Center Drive
Foothill Ranch, CA 92610
949-597-8700

S & N Real Estate, LLC
Los Angeles/West Covina, CA
3145 E. Garvey Ave. N.
West Covina, CA 91791
626-967-5800

Amcor Investments, LLC
Milpitas/Silicon Valley, CA
215 Barber Court
Milpitas, CA 95035
408-428-9090

EXHIBIT A

MPJ Desai, Inc.
Norco/Corona North, CA
1530 Hamner Ave.
Norco, CA 92860
951-279-1111

Metro Hotels, Inc. (a Utah corporation)
Oakland/Hayward, CA
24137 Mission Boulevard
Hayward, CA 94544
510-247-1555

W2005/FARGO HOTELS (POOL B)
REALTY, L.P.
Sacramento/Rancho Cordova, CA
10755 Gold Center Drive
Rancho Cordova, CA 95670
916-638-4800

Apple Seven Services San Diego, Inc.
San Diego-Downtown/Airport Area, CA
1531 Pacific Highway
San Diego, CA 92101
619-233-8408

Carlstead, Inc.
San Diego-Kearny Mesa, CA
5434 Kearny Mesa Road
San Diego, CA 92111
858-292-1482

Newport Taft, Inc.
SAN DIEGO-SEA WORLD/AIRPORT
AREA, CA
3888 Greenwood Street
San Diego, CA 92110
619-299-6633

Del Mar Hotel, LLC
San Diego/Del Mar, CA
11920 El Camino Real
San Diego, CA 92130
858-792-5557

The Chang Family Trust Dated March 30,
1999
San Diego/San Marcos, CA
123 E. Carmel Street
San Marcos, CA 92078
760-736-9249

Sri Ram Enterprises, Inc.
San Francisco-Airport, CA
300 Gateway Blvd.
South San Francisco, CA 94080
650-876-0200

Reneson Daly City LLC
San Francisco/Daly City, CA
2700 Junipero Serra Boulevard
Daly City, CA 94015
650-755-7500

Ocean Park Hotels-SBA, LLC
Santa Barbara/Goleta, CA
5665 Hollister Ave.
Goleta, CA 93117
805-681-9800

Bayside Resorts
Santa Cruz, CA
1505 Ocean Street
Santa Cruz, CA 95060
831-457-8000

W2005/FARGO HOTELS (POOL C)
REALTY, L.P.
Tracy, CA
2400 Naglee Road
Tracy, CA 95376
209-833-0483

Redwood Empire Lodging, LLC
Ukiah, CA
1160 Airport Park Boulevard
Ukiah, CA 95482
707-462-6555

Interlink Properties, L.P.
Visalia, CA
4747 W. Noble Ave
Visalia, CA 93277
559-732-3900

COLORADO

A & A Enterprises of Alamosa, Inc.
Alamosa, CO
710 Mariposa Street
Alamosa, CO 81101
719-480-6023

Turnpike Lodging, LLC
Boulder/Louisville, CO
912 W. Dillon Road
Louisville, CO 80027
303-666-7700

Ashwin A. Amin
Brighton, CO
992 Platte River Blvd
Brighton, CO 80601
303-654-8055

EXHIBIT A

TK Hotels, Inc.
Canon City, CO
102 McCormick Parkway
Canon City, CO 81212
719-269-1112

Poinco Castle, Inc
Castle Rock, CO
4830 Castleton Way
Castle Rock, CO 80104
303-660-9800

W2007 Equity Inns Realty, LLC
Colorado Springs Central Air Force Acade
7245 Commerce Center Dr.
Colorado Springs, CO 80919
719-593-9700

Hotel Powers, Inc.
Colorado Springs-Airport, CO
2077 Aerotech Drive
Colorado Springs, CO 80916
719-591-1100

Lenoch Denver Properties IV, LLC
Denver-International Airport, CO
6290 Tower Road
Denver, CO 80249
303-371-0200

Little Colorado Limited Liability Company
Denver-North/Thornton, CO
243 E. 120th Avenue
Thornton, CO 80233
303-451-7900

Summit Hotel Properties, LLC
Denver-Southeast (Tech Ctr), CO
9231 E. Arapahoe Road
Greenwood Village, CO 80112
303-792-9999

W2005 New Century Hotel Portfolio, L.P.
Denver-Southwest/Lakewood, CO
3605 S. Wadsworth Blvd.
Lakewood, CO 80235
303-989-6900

Apple Six Hospitality Management, Inc.
Denver-West/Federal Center, CO
137 Union Boulevard
Lakewood, CO 80228
303-969-9900

Golden Lodging, L.P.
Denver-West/Golden, CO
17150 W. Colfax Avenue
Golden, CO 80401
303-278-6600

H.I. Heritage Inn of Westminster, Inc.
Denver/North/Westminster, CO
5030 West 88th Place
Westminster, CO 80030
303-427-0700

Durango Sundowner, Inc.
Durango, CO
3777 Main Ave.
Durango, CO 81301
970-247-2600

Summit Hospitality I, LLC
Ft. Collins, CO
1620 Oakridge Dr.
Fort Collins, CO 80525
970-229-5927

Garfield Suites, LLC
Glenwood Springs, CO
401 West First Street
Glenwood Springs, CO 81601
970-947-9400

Western Hospitality, L.L.C., a CO llc
Grand Junction Downtown/Historic Main St
205 Main Street
Grand Junction, CO 81501
970-243-3222

Ashwin & Avik Amin
La Junta, CO
27800 US Hwy 50
La Junta, CO 81050
719-384-4444

Messrs. William D. Novell, William R. Miller
and L
Longmont, CO
850 S. Main Street
Longmont, CO 80501
303-772-2554

Stonebridge McWhinney, LLC
Loveland, CO
5500 Stone Creek Circle
Loveland, CO 80538
970-593-1400

EXHIBIT A

Montrose Lodging LLC
Montrose, CO
1980 North Townsend
Montrose, CO 81401
970-252-3300

CONNECTICUT

Danbury Lodging, LLC
Danbury, CT
81 Newtown Road
Danbury, CT 06810
203-748-6677

Paradise Properties, LLC
Groton/New London/Mystic, CT
300 Long Hill Rd.
Groton, CT 06340
860-405-1585

Buffalo-Windsor Associates, LLC
Hartford-Airport, CT
2168 Poquonock Avenue
Windsor, CT 06095
860-683-1118

Tryst Hospitality, LLC
Hartford-South/Rocky Hill, CT
20 Waterchase Drive
Rocky Hill, CT 06067-2152
860-563-7877

ENN Meriden, L.L.C.
Meriden, CT
10 Bee Street
Meriden, CT 06450
203-235-5154

ENN Milford, L.L.C.
Milford, CT
129 Plains Rd.
Milford, CT 06460
203-874-4400

Enfield Lodging, LLC
Springfield-South/Enfield, CT
20 Phoenix Avenue
Enfield, CT 06082
860-741-3111

Back Bone, LLC
Waterbury, CT
777 Chase Parkway
Waterbury, CT 06708
203-753-1777

DELAWARE

KW Lodging LLC
Dover, DE
1568 North DuPont Highway
Dover, DE 19901
302-736-3500

Hub North, LLC
Middletown, DE
117 Sand Hill Drive
Middletown, DE 19709
302-378-5656

Milford Hospitality LLC
Milford, DE
100 Lighthouse Estates Drive
Milford, DE 19963
302-422-4320

Midway Ventures, LLC
Rehoboth Beach, DE
18826 Coastal Highway
Rehoboth Beach, DE 19971
302-645-8003

SRS Management Corporation
Seaford, DE
22871 Sussex Highway
Seaford, DE 19973
302-629-4500

DISTRICT OF COLUMBIA

HHLP DC Convention Center Lessee, LLC
Washington-Convention Center, DC
901 6th Street., NW
Washington, DC 20001-2646
202-842-2500

FLORIDA

Amelia Island Hotel Associates L. P.
Amelia Island at Fernandina Beach, FL
2549 Sadler Road
Fernandina Beach, FL 32034
904-321-1111

ENN Leasing Company, Inc.
Boca Raton, FL
1455 Yamato Road
Boca Raton, FL 33431
561-988-0200

EXHIBIT A

W2007 Equity Inns Realty, LLC
Boca Raton/Deerfield Beach, FL
660 West Hillsboro Blvd.
Deerfield Beach, FL 33441
954-481-1221

Bonita Springs Hotel, LLC
Bonita Springs/Naples-North, FL
27900 Crown Lake Boulevard
Bonita Springs, FL 34135
239-947-9393

Budget Inns of Florida, Inc.
Brooksville/Dade City, FL
30301 Cortez Blvd.
Brooksville, FL 34602
352-796-1000

185Clearwater, LLC
Clearwater-Central, FL
21030 US Highway 19 North
Clearwater, FL 33765
727-797-8173

OCEAN PARTNER'S ASSOCIATES, LTD.
Cocoa Beach/Cape Canaveral, FL
3425 N. Atlantic Ave.
Cocoa Beach, FL 32931
321-799-4099

SURYA, INC.
Crestview, FL
3709 S. Ferdon Blvd.
Crestview, FL 32536
850-689-2378

Small Street Hotels DC, LLC
Dade City/Zephyrhills, FL
13215 US HWY 301
Dade City, FL 33525
352-567-5277

Tristar Lodging, Inc.
Daytona Beach Shores/Oceanfront, FL
3135 South Atlantic Avenue
Daytona Beach Shores, FL 32118
386-767-8533

Prince-Bush Investments-Daytona H
Daytona Speedway/Airport, FL
1715 W International Speedway Blvd.
Daytona Beach, FL 32114
386-257-4030

Gibraltar Ormond Beach MT, LLC
Daytona/Ormond Beach, FL
155 Interchange Boulevard
Ormond Beach, FL 32174
386-677-9999

G.E.J.E.L. Management, Inc.
Debary/Deltona/Orange City, FL
308 Sunrise Blvd.
Debary, FL 32713
386-668-5758

Northumberland Hotel Partners, LLC
Destin, FL
1625 Highway 98 East
Destin, FL 32541
850-654-2677

BFLO-ELLENTON ASSOCIATES, LLC
Ellenton/Bradenton, FL
5810 20th Court East
Ellenton, FL 34222
941-721-4000

Wynne Building Corporation
Fort Lauderdale-Commercial Blvd., FL
4499 W. Commercial Boulevard
Tamarac, FL 33319
954-735-7575

W2005 New Century Hotel Portfolio, L.P.
Fort Lauderdale-Cypress Creek, FL
720 East Cypress Creek Road
Fort Lauderdale, FL 33334-3564
954-776-7677

Pines Hotel Group, Ltd.
Fort Lauderdale-West, FL
1900 NW 150th Avenue
Pembroke Pines, FL 33028
954-441-4242

City Center Hotel Group, Ltd.
Fort Lauderdale/City Center/Downtown, FL
250 North Andrews Avenue
Fort Lauderdale, FL 33301
954-924-2700

Prince-Bush Investments - Plantation
Fort Lauderdale/Plantation, FL
7801 S.W. 6th Street
Plantation, FL 33324
954-382-4500

EXHIBIT A

Florida Hospitality Resorts, Inc.
Fort Myers-Airport I-75, FL
9241 Market Place Rd.
Fort Myers, FL 33912
239-768-2525

RLJ II-HA Fort Walton Beach Lessee, LLC
Fort Walton Beach, FL
1112 Santa Rosa Blvd.
Fort Walton Beach, FL 32548
850-301-0906

Shivaram, Inc.
Fort Walton Beach/Mary Esther, FL
480 E. Miracle Strip Parkway
Mary Esther, FL 32569
850-243-7700

Apple Nine Hospitality Management, Inc.
Ft. Lauderdale-Arpt-North Cruise Port, F
2301 SW 12th Avenue
Fort Lauderdale, FL 33315
954-524-9900

HI-GVF, Inc.
Gainesville, FL
4225 SW 40th Blvd.
Gainesville, FL 32608
352-371-4171

Hallandale Group Limited Partnership
Hallandale Beach/Aventura, FL
1000 South Federal Highway
Hallandale Beach, FL 33009
954-874-1111

Jax Hotel LLC
Jacksonville-East/Regency Sq., FL
1021 Hospitality Lane
Jacksonville, FL 32225
904-722-8881

Ashford TRS Jacksonville III LLC
Jacksonville-I-95 Central, FL
1331 Prudential Drive
Jacksonville, FL 32207
904-396-7770

Elite Hospitality I, LLC
Jacksonville-I-95 South, FL
4690 Salisbury Rd.
Jacksonville, FL 32256
904-281-0443

Asmari, Inc.
Jacksonville-Orange Park, FL
6135 Youngerman Cr.
Jacksonville, FL 32244
904-777-5313

JAX-BAY HOTEL LLC
Jacksonville/9A & Baymeadows, FL
8127 Point Meadows Dr.
Jacksonville, FL 32256
904-363-7150

Chaffee Point Hospitalities, LLC
Jacksonville/I-10 West, FL
548 Chaffee Point Blvd.
Jacksonville, FL 32221
904-783-8277

Shivam Hospitality Group, LLC
Jupiter/Juno Beach, FL
13801 U.S. Highway 1
Juno Beach, FL 33408
561-626-9090

Pacifica Key Largo, L.P.
Key Largo, FL
102400 Overseas Highway
PO Box 1024
Key Largo, FL 33037
305-451-1400

PLATINUM HOSPITALITY, INC.
Lakeland, FL
4420 North Socrum Loop Road
Lakeland, FL 33809
863-816-2525

Sunburst Development Company 2, Inc.
Leesburg/Tavares, FL
9630 US Hwy 441
Leesburg, FL 34788
352-315-1053

Reema Hospitality, Inc.
Melbourne, FL
194 Dike Road
Melbourne, FL 32904
321-956-6200

Viera Hospitality L.L.C.
Melbourne/Viera, FL
130 Sheriff Drive
Melbourne, FL 32940
321-255-6868

EXHIBIT A

Miami Hotel, LLC
Miami-Airport West, FL
3620 NW 79th Avenue
Doral, FL 33166
305-513-0777

Grove Hotel Group, Ltd.
Miami-Coconut Grove/Coral Gables, FL
2800 SW 28th Terrace
Coconut Grove, FL 33133
305-448-2800

Kelco Dadeland Associates, Ltd.
MIAMI/DADELAND, FL
8200 SW 70th Avenue
Miami, FL 33143
305-269-0072

Sarai, Inc.
Mount Dora, FL
19700 US Highway 441
Mount Dora, FL 32757
352-383-4267

CH Naples Hotel Partners, LLC
Naples I-75, FL
2630 Northbrooke Plaza Drive
Naples, FL 34119
239-596-1299

Grand Prix Fixed Lessee LLC
Naples/Central, FL
3210 Tamiami Trail N.
Naples, FL 34103
239-261-8000

Oikon Hotels Niceville, LLC
Niceville/Eglin AFB, FL
4400 Ansley Drive
Niceville, FL 32578
850-897-4675

Ocala Inn, Ltd.
OCALA, FL
3434 Southwest College Rd.
Ocala, FL 34474
352-854-3200

Okeechobee SR70 Holdings, LLC
Okeechobee, FL
1200 State Road 70 East
Okeechobee, FL 34972
863-824-0003

Savoy Hospitality LLC
Orlando closest to Universal, FL
5621 Windhover Drive
Orlando, FL 32819
407-351-6716

ENN Orlando 2, L.L.C.
Orlando Int'l Dr. Area/Convention Center
8900 Universal Boulevard
Orlando, FL 32819
407-354-4447

South Orlando Hotel Partners, LLC
Orlando-Florida Mall, FL
8601 S. Orange Blossom Trail
Orlando, FL 32809
407-859-4100

JHM Eagle Watch Hotel, Ltd.
Orlando-International Airport, FL
5767 T.G. Lee Blvd.
Orlando, FL 32822
407-888-2995

Altamonte Springs Lodging LLC
Orlando-North/Altamonte Spgs., FL
151 North Douglas Avenue
Altamonte Springs, FL 32714
407-869-9000

JHM Orlando Hotel Associates Limited
Partnership
Orlando-S. of Universal Studios, FL
7110 S. Kirkman Road
Orlando, FL 32819
407-345-1112

Davenport Hospitality, Inc.
Orlando-S. of Walt Disney Resort, FL
44117 U.S. Highway 27 North
Davenport, FL 33897
863-420-9898

Buena Vista Hospitality, Inc.
Orlando/Lake Buena Vista, FL
8150 Palm Parkway
Orlando, FL 32836
407-465-8150

W2007 Equity Inns Realty, LLC
Palm Beach Gardens, FL
4001 RCA Boulevard
Palm Beach Gardens, FL 33410
561-625-8880

EXHIBIT A

Panama City Beach Family, LLC
PANAMA CITY BEACH, FL
2909 Thomas Drive
Panama City Beach, FL 32408
850-236-8988

SHRI LAXMI, INC.
Panama City-Panama City Mall, FL
2338 Mercedes Avenue
Panama City, FL 32405
850-872-6969

H&S Development, LLC
Pensacola Beach/Gulf Front, FL
2 Via DeLuna
Pensacola Beach, FL 32561
850-932-6800

PNS Hotel Group, Ltd.
Pensacola-Arpt (Cordova Mall Area), FL
2187 Airport Boulevard
Pensacola, FL 32504
850-478-1123

Hotel Perry, Inc.
PERRY, FL
2399 South Byron Butler Pkwy.
Perry, FL 32348
850-223-3000

Marsh Landing Lessee, LLC
Ponte Vedra Beach-Mayo Clinic SE, FL
1220 Marsh Landing Parkway
Jacksonville Beach, FL 32250
904-280-9101

Momentum Hospitality II, LLC
PORT CHARLOTTE, FL
24480 Sandhill Boulevard
Port Charlotte, FL 33983
941-627-5600

Payal Hospitality Inc.
QUINCY, FL
165 Spooner Road
Quincy, FL 32351
850-627-7555

THI IV Sarasota SHI Lessee, LLC
SARASOTA - I-75 BEE RIDGE, FL
5995 Cattleridge Road
Sarasota, FL 34232
941-371-1900

Kinnari, Inc.
Spring Hill, FL
1344 Commercial Way
Spring Hill, FL 34606
352-684-5000

Ramu S. Patel
ST. AUGUSTINE - I-95, FL
2525 CR 208
Saint Augustine, FL 32092
904-824-4422

Arvin Enterprises, Inc.
ST. AUGUSTINE BEACH, FL
430 A-1-A Beach Blvd.
Saint Augustine, FL 32080
904-471-4000

JALARAM MOTELS, INC.
ST. AUGUSTINE-HISTORIC DISTRICT, FL
2050 North Ponce de Leon Blvd.
Saint Augustine, FL 32084
904-829-1996

Mario Menna, Marco Menna, Bruno Menna,
Agostino Me
ST. PETERSBURG, FL
1200 34th Street, North
Saint Petersburg, FL 33713
727-322-0770

Kelco Apalachee Associates I, Ltd.
TALLAHASSEE-CENTRAL, FL
2979 Apalachee Parkway
Tallahassee, FL 32301
850-309-1300

OZRE Tampa Lodging I LLC
Tampa-Airport/Rocky Point, FL
3035 N. Rocky Point Drive E.
Tampa, FL 33607
813-289-6262

W2007 BRV Realty, LP
Tampa-Airport/Westshore, FL
4817 W. Laurel Street
Tampa, FL 33607
813-287-0778

5628 West Waters Avenue Holdings LLC
Tampa-Veterans Expwy/Waters Ave., FL
5628 W. Waters Avenue
Tampa, FL 33634
813-901-5900

EXHIBIT A

Bay View One, LLC
TAMPA/BRANDON, FL
10110 Horace Avenue
Tampa, FL 33619
813-661-8888

CSP Titusville Hotel Partners LLC
TITUSVILLE-I-95/KENNEDY SPC CTR, FL
4760 Helen Hauser Boulevard
Titusville, FL 32780
321-383-9191

CRP/Cardel Vero Beach Hotels, L.L.C.
Vero Beach I-95, FL
9350 19th Lane
Vero Beach, FL 32966
772-770-4299

RLJ III - HA West Palm Beach Airport
Lessee, LLC
West Palm Beach-Airport/Central, FL
1601 Worthington Road
West Palm Beach, FL 33409
561-472-7333

W2007 Equity Inns Realty, LLC
West Palm Beach/FI Turnpike, FL
2025 Vista Parkway
West Palm Beach, FL 33411-2719
561-682-9990

Lake Worth Hospitality, L.L.L.P.
West Palm Beach/Lake Worth-Turnpike, FL
8205 Lake Worth Road
Lake Worth, FL 33467
561-472-5980

CAS Holdings, LLC
Winter Haven, FL
202 Cypress Gardens Boulevard
Winter Haven, FL 33880
863-299-9251

GEORGIA

ADEL PREMIER LODGING, LLC
Adel, GA
1500 West Fourth Street
Adel, GA 31620
229-896-3099

H.V.N. LLC
Albany (at Albany Mall), GA
806 North Westover Blvd.
Albany, GA 31707
229-883-3300

Flotel, Inc.
Alpharetta/Roswell, GA
10740 Westside Way
Alpharetta, GA 30009
770-640-5511

Bran Hospitality, Inc.
Americus, GA
1609 East Lamar Street
Americus, GA 31709
229-924-3890

Athens, GA Hotel Limited Partnership
Athens, GA
2220 W. Broad Street
Athens, GA 30606
706-548-9600

42 Hotel ATL, LLC
Atlanta-Airport, GA
1888 Sullivan Road
College Park, GA 30337
770-996-2220

W2007 BRV Realty, LP
Atlanta-Buckhead, GA
3398 Piedmont Rd., NE
Atlanta, GA 30305
404-233-5656

42 Hotel Cumberland, LLC
Atlanta-Cumberland Mall/NW, GA
2775 Cumberland Parkway
Atlanta, GA 30339
770-333-6006

Paramount Atlanta, LLC
Atlanta-Georgia Tech/Downtown, GA
244 North Avenue, N.W.
Atlanta, GA 30313
404-881-0881

Ashford TRS Pool I LLC
Atlanta-Mall of Georgia, GA
3240 Buford Drive
Buford, GA 30519
678-546-1200

Laxmi Druid Hills Hotel, LLC
Atlanta-North Druid Hills, GA
1975 North Druid Hills Road
Atlanta, GA 30329
404-320-6600

EXHIBIT A

Northlake 3400, LLC
Atlanta-Northlake, GA
3400 Northlake Pkwy.
Atlanta, GA 30345
770-493-1966

Barclay Hospitality Services, Inc.
Atlanta-Perimeter Center, GA
769 Hammond Drive NE
Atlanta, GA 30328
404-303-0014

Imperial Investments Southlake, LLC
Atlanta-Southlake, GA
1533 Southlake Pkwy.
Morrow, GA 30260
770-968-8990

Bharat R. Desai
Atlanta-Town Center/Kennesaw, GA
871 Cobb Place Blvd.
Kennesaw, GA 30144
770-426-0017

Canton Hospitality LLC
Atlanta/Canton, GA
710 Transit Avenue
Canton, GA 30114
770-345-7400

Navin B. Shah and Taru N. Shah
Atlanta/Conyers, GA
1340 Dogwood Drive SE
Conyers, GA 30013
770-483-8838

Cumming Hospitality Group, LLC
Atlanta/Cumming, GA
915 Ronald Reagan Blvd.
Cumming, GA 30041
770-889-0877

Sunwest Investments, Inc.
Atlanta/Douglasville, GA
6371 Douglas Blvd.
Douglasville, GA 30135
770-577-2110

Oncar Hotels, Inc.
Atlanta/Fairburn, GA
7790 Ella Lane
Fairburn, GA 30213
678-782-4600

Ashford TRS Sapphire LLC
Atlanta/Lawrenceville/Gwinnett Co., GA
1135 Lakes Parkway
Lawrenceville, GA 30043
770-338-9600

Quality Oil Company, LLC
Atlanta/Lawrenceville/I-85-Sugarloaf, GA
6010 Sugarloaf Parkway
Lawrenceville, GA 30043
678-407-0018

Paradise Group Marietta, LLC
Atlanta/Marietta, GA
455 Franklin Rd.
Marietta, GA 30067
770-425-9977

Paramount Carrollton, LLC and Bella Atlanta
Airpor
Atlanta/Newnan, GA
50 Hampton Way
Newnan, GA 30265
770-253-9922

Matrix SHI GA, LLC
Atlanta/Peachtree City, GA
300 Westpark Dr.
Peachtree City, GA 30269
770-486-8800

Paramount Norcross, LLC
ATLANTA/PEACHTREE
CORNERS/NORCROSS
440 Technology Parkway NW
Norcross, GA 30092
770-729-0015

C.N. Patel, Jayanti V. Patel, Dayaram V.
Patel, Sh
Atlanta/Stockbridge, GA
7342 Hannover Parkway North
Stockbridge, GA 30281
770-389-0065

DAI Hotel, LLC
Atlanta/Stone Mountain, GA
1737 Mountain Industrial Blvd.
Stone Mountain, GA 30083
770-934-0004

Woodstock Hotel, L.L.C.
Atlanta/Woodstock, GA
450 Parkway 575
Woodstock, GA 30188
770-592-2323

EXHIBIT A

Washington Road Hotel, LLC
Augusta-Washington Rd. @ I-20, GA
3030 Washington Rd.
Augusta, GA 30907
706-737-1122

Apollo Hotel Development Co., Inc.
Bremen-I-20 (Carrollton Area), GA
28 Price Creek Road
Bremen, GA 30110
770-537-9001

Brunswick Hotel Partners, LLC
Brunswick, GA
230 Warren Mason Boulevard
Brunswick, GA 31520
912-261-0002

Sanmukh L. (Mike) Patel
Calhoun, GA
115 Hampton Dr., SE
Calhoun, GA 30701
706-629-0999

Paramount Crossroads, LLC
Carrollton, GA
102 South Cottage Hill Road
Carrollton, GA 30117
770-838-7722

Paradise Group Cartersville, L.L.C.
Cartersville, GA
5600 Hwy 20 SE
Cartersville, GA 30120
770-382-8999

W2007 Equity Inns Realty, LLC
Columbus-Airport, GA
5585 Whitesville Rd.
Columbus, GA 31904
706-576-5303

Four J S Family LLLP
Columbus-North, GA
7390 Bear Lane
Columbus, GA 31909-2516
706-256-2222

Maiya Madhu, Inc.
Commerce, GA
153 Hampton Court
Commerce, GA 30529
706-335-6161

K-MAK Investments, Inc.
Cordele/Vienna, GA
1603 16th Ave.
Cordele, GA 31015
229-273-0737

Gold Key Hospitality, LLC
Cornelia, GA
161 Market Corners Drive
Cornelia, GA 30531
706-778-0040

Royal Hotel Investments of Covington, Inc.
Covington, GA
14460 Paras Drive NE
Covington, GA 30014
678-212-2500

HED Dalton, LLC
Dalton, GA
1000 Market Street
Dalton, GA 30720
706-226-4333

Shree Vasu, Inc.
Darien-I-95, GA
610 Highway 251
Darien, GA 31305
912-437-5558

DOUGLAS PREMIER LODGING, L.L.C.
Douglas, GA
1604 S. Peterson Avenue
Douglas, GA 31533
912-383-7550

Esquire Inn, Ltd.
Dublin, GA
2108 Highway 441 South
Dublin, GA 31021
478-275-1600

Fayetteville Premier Lodging, LLC
Fayetteville, GA
110 Meeting Place Drive
Fayetteville, GA 30214
770-460-6700

N & R HOTELS, INC.
Gainesville, GA
450 Jesse Jewel Parkway
Gainesville, GA 30501
770-503-0300

EXHIBIT A

Griffin Lodge Inn, LLC
Griffin, GA
2007 North Expressway
Griffin, GA 30223
770-229-9900

HMS Hospitality, LLC
Helen, GA
147 Unicoi Street
Helen, GA 30545
706-878-3310

VIP Liberty LLC
Hinesville, GA
1148 E. Oglethorpe Drive
Hinesville, GA 31313
912-877-4090

Desai Brothers, LLC
Kingsland, GA
102 Reddick Road
Kingsland, GA 31548
912-729-1900

Pezold Development Company
LaGrange near Callaway Gardens, GA
100 Willis Circle
LaGrange, GA 30240
706-845-1115

Hospitality Investors, Inc.
Macon - I-475, GA
5010 Eisenhower Parkway
Macon, GA 31206
478-757-9711

Madison Hospitality, LLC
Madison, GA
2012 Eatonton Road
Madison, GA 30650
706-342-9003

Dimple, Inc.
McDonough, GA
855 Industrial Blvd.
McDonough, GA 30253
770-914-0077

Welcome Hotels, LLC
Milledgeville, GA
2461 N. Columbia Street
Milledgeville, GA 31061
478-451-0050

Northlake Development, LLC
Moultrie, GA
441 Hampton Way N.E.
Moultrie, GA 31788
229-616-7777

AP2 Properties LLC
Perry, GA
102 Hampton Court
P. O. Box 7006
Perry, GA 31069
478-987-7681

Vasp Hospitality, L.L.C.
Ringgold/Ft. Oglethorpe, GA
6875 Battlefield Parkway
Ringgold, GA 30736
706-935-4800

The Bernstein Company, L.L.C.
Rome, GA
21 Chateau Drive
Rome, GA 30161
706-232-9551

Savannah Investors-H LLP
Savannah-Historic District, GA
201 E. Bay St.
Savannah, GA 31401
912-231-9700

Apple Eight Hospitality Management, Inc.
Savannah-I-95 North, GA
7050 Highway 21
Port Wentworth, GA 31407
912-966-2000

Shree Swamiji, Inc.
Savannah-I-95/Richmond Hill, GA
4679 Highway 17
Richmond Hill, GA 31324
912-756-2272

Atlantic Hospitality Ventures, L.L.C.
St. Simons Island, GA
2204 Demere Road
Saint Simons Island, GA 31522
912-634-2204

Nalley Garrett Motels, Inc.
Statesboro, GA
616 Fair Rd.
Statesboro, GA 30458
912-681-7700

EXHIBIT A

Camp Hospitality, Inc.
Thomasville, GA
1950 Georgia Highway 122
Thomasville, GA 31757
229-227-0040

T & R Development, Inc.
Tifton, GA
720 US Hwy. 319 S.
Tifton, GA 31794
229-382-8800

Welcome Group 70, LLC
Valdosta/Lake Park Area, GA
4906 Timber Drive
Lake Park, GA 31636
229-559-5565

Bran Hospitality Vidalia, Inc.
Vidalia, GA
3303 US Hwy 280 East
Vidalia, GA 30474
912-526-0235

Legendary Hospitality, L.L.C.
Warner Robins, GA
4000 Watson Blvd.
Warner Robins, GA 31093
478-953-9443

Waycross Hotels, L.L.C.
Waycross, GA
1720 Brunswick Highway
Waycross, GA 31501
912-285-5515

IDAHO

Summit Hospitality I, LLC
Boise-Airport, ID
3270 South Shoshone
Boise, ID 83705
208-331-5600

Marotel, LLC
Idaho Falls, ID
2500 Channing Way
Idaho Falls, ID 83404
208-529-9800

Summit Hospitality I, LLC
Twin Falls, ID
1658 Fillmore Street North
Twin Falls, ID 83301
208-734-2233

ILLINOIS

Super Rajal, L.L.C.
Bloomington-West, IL
906 Maple Hill Road
Bloomington, IL 61704
309-829-3700

Harrow Hospitality, Corp.
Bradley/Kankakee, IL
60 Ken Hayes Drive
Bourbonnais, IL 60914
815-932-8369

CSP Carbondale Hotel Partners, LLC
Carbondale, IL
2175 Reed Station Parkway
Carbondale, IL 62901
618-549-6900

ENN Urbana, L.L.C.
Champaign/Urbana, IL
1200 West University Avenue
Urbana, IL 61801
217-337-1100

Shubert Hotel Associates
Chicago Theatre District, IL
22 W. Monroe
Chicago, IL 60603
312-332-5052

Arrowhead Management, Inc.
Chicago-Carol Stream, IL
205 W. North Avenue
Carol Stream, IL 60188
630-681-9200

RLJ II HA Midway Lessee, LLC
Chicago-Midway Airport, IL
6540 S. Cicero Ave.
Bedford Park, IL 60638
708-496-1900

Saga Chicago Co., Ltd.
Chicago-O'Hare Int'l Airport, IL
3939 N. Mannheim Rd.
Schiller Park, IL 60176
847-671-1700

Sajni Hospitality, Inc.
Chicago/Crestwood, IL
13330 S. Cicero Ave.
Crestwood, IL 60445
708-597-3330

EXHIBIT A

U.S. Hospitality LLC
Chicago/Elgin, IL
405 Airport Rd.
Elgin, IL 60123-9356
847-931-1940

W2007 Equity Inns Realty, LLC
Chicago/Gurnee, IL
5550 Grand Ave.
Gurnee, IL 60031
847-662-1100

ENN Naperville, L.L.C.
Chicago/Naperville, IL
1087 East Diehl Rd.
Naperville, IL 60563
630-505-1400

H.I. Heritage Inn of Tinley Park, Inc.
Chicago/Tinley Park, IL
18501 North Creek Drive
Tinley Park, IL 60477
708-633-0602

Grand Prix Fixed Lessee LLC
Chicago/Westchester (Oak Brook), IL
2222 Enterprise Drive
Westchester, IL 60154
708-409-1000

W2005/FARGO HOTELS (POOL C)
REALTY, L.P.
Decatur/Forsyth, IL
1429 Hickory Point Drive
Forsyth, IL 62535
217-877-5577

Delta Hotel Property, LLC
Effingham, IL
1509 Hampton Drive
Effingham, IL 62401
217-342-4499

BW Freeport LLC
Freeport, IL
109 S. Galena Avenue
Freeport, IL 61032
815-232-7100

Century Hospitality, LLC
Jacksonville, IL
1725 West Morton Avenue
Jacksonville, IL 62650
217-291-0415

Joliet/55 Lodging Associates L.L.C.
Joliet - I-55, IL
3555 Mall Loop Drive
Joliet, IL 60431
815-439-9500

Joliet/80 Lodging Partners Limited
Partnership
Joliet - I-80, IL
1521 Riverboat Center Drive
Joliet, IL 60436
815-725-2424

Champaign Hotel Ventures, LLC
Lincoln, IL
1019 North Heitmann Drive
Lincoln, IL 62656
217-732-6729

Litchfield Hotel Ventures, LLC
Litchfield, IL
11 Thunderbird Circle
Litchfield, IL 62056
217-324-4441

Macomb Hotel, LLC
Macomb, IL
1639 East Jackson Street
Macomb, IL 61455
309-837-6000

RS Hospitality of Marion LLC
Marion, IL
2710 West DeYoung
Marion, IL 62959
618-998-9900

Royal Golden Hospitality, LLC
Mattoon, IL
1416 Broadway Avenue East
Mattoon, IL 61938
217-234-4267

McHenry Hotel, LLC
McHenry, IL
1555 South Route 31
McHenry, IL 60050
815-578-1900

Brisam Vernon LLC
Mount Vernon, IL
221 Potomac Boulevard
Mount Vernon, IL 62864
618-244-2323

EXHIBIT A

North Ottawa Hotel Group, L.L.C.
Ottawa (Starved Rock Area), IL
4115 Holiday Lane
Ottawa, IL 61350
815-434-6040

Johnson Peoria Ventures, L.L.C.
Peoria-East, IL
11 Winners Way
East Peoria, IL 61611
309-694-0711

Tracy Holdings, LLC (f/k/a G & T
Enterprises, L.L.
Quincy, IL
225 South 4th Street
Quincy, IL 62301
217-224-8378

Rockford Lodging Investors III, LLC
Rockford, IL
615 Clark Drive
Rockford, IL 61107-5816
815-229-0404

Johnson Springfield Ventures, L.L.C.
Springfield, IL
3185 S. Dirksen Pkwy.
Springfield, IL 62703
217-529-1100

Jagu, Inc.
St. Louis/Collinsville, IL
7 Commerce Drive
Collinsville, IL 62234
618-346-4400

MMCP, LLC
St. Louis/Columbia, IL
165 Admiral Trost Dr.
P.O. Box 506
Columbia, IL 62236
618-281-9000

W2005/FARGO HOTELS (POOL C)
REALTY, L.P.
St. Louis/Fairview Heights, IL
150 Ludwig Dr.
Fairview Heights, IL 62208
618-397-9705

Yorkville Hospitality LLC
Yorkville, IL
310 East Countryside Parkway
Yorkville, IL 60560
630-553-9805

INDIANA

Brisam Anderson LLC
Anderson, IN
2312 Hampton Drive
Anderson, IN 46013
765-622-0700

Auburn Hospitality, Inc.
Auburn, IN
1020 Smaltz Way
Auburn, IN 46706
260-925-1100

Batesville Inn, Inc.
Batesville, IN
1030 State Road 229 N.
Batesville, IN 47006
812-934-6262

First ENT LLC
Bloomington, IN
2100 N. Walnut St.
Bloomington, IN 47404
812-334-2100

J Enterprises Inn of Columbus, LLC
Columbus/Taylorsville/Edinburgh, IN
12161 N. US 31
Edinburgh, IN 46124
812-526-5100

Corydon Hotel Group, LLC
Corydon, IN
2455 Landmark Avenue
Corydon, IN 47112
812-738-6688

SHREE RAM, L.L.C.
Elkhart, IN
215 Northpointe Blvd.
Elkhart, IN 46514
574-264-2525

Ashford TRS Pool II LLC
Evansville, IN
8000 Eagle Crest Blvd.
Evansville, IN 47715
812-473-5000

Summit Hotel Properties, LLC
Fort Wayne-Southwest, IN
8219 West Jefferson Blvd.
Fort Wayne, IN 46804
260-459-1999

EXHIBIT A

75Fremont, LLC
Fremont, IN
271 W. State Road 120
Fremont, IN 46737
260-495-9770

Hariomshiv, Inc.
Goshen, IN
1968 Lincolnway East
Goshen, IN 46526
574-533-8800

K-1 Investment, LLC
Greenfield, IN
2271 William Way
Greenfield, IN 46140
317-467-0700

73rd Hotel Partners, LLC
Indianapolis Northwest/Park 100, IN
5860 West 73rd Street
Indianapolis, IN 46278
317-290-6000

105 S. Meridian Inc.
Indianapolis-Downtown across from Circle
105 S. Meridian St.
Indianapolis, IN 46225
317-261-1200

New Indianapolis Hotels LLC
Indianapolis-East, IN
2311 North Shadeland Avenue
Indianapolis, IN 46219
317-359-9900

ENN Indianapolis, L.L.C.
Indianapolis-NE/Castleton, IN
6817 E. 82nd Street
Indianapolis, IN 46250
317-576-0220

HSC Hospitality, Inc.
Indianapolis-South, IN
7045 McFarland Blvd.
Indianapolis, IN 46237
317-889-0722

North Pointe Development, LLC
Indianapolis-SW/Plainfield, IN
2244 East Perry Road
Plainfield, IN 46168
317-839-9993

North Meridian Carmel Hotel, L.P.
Indianapolis/Carmel, IN
12197 N. Meridian Street
Carmel, IN 46032
317-843-1100

MGA Family Group, Inc.
Jasper, IN
355 Third Avenue
Jasper, IN 47546
812-481-1888

62LaPorte, LLC
La Porte, IN
1777 West High-Point Drive
LaPorte, IN 46350
219-362-6100

Lafayette Suites Developers, L.P.
Lafayette, IN
3941 State Road 26 East
Lafayette, IN 47905
765-447-1600

H.H.B., LLC
Louisville-North/Clarksville, IN
1501 Broadway
Clarksville, IN 47129
812-280-1501

U.S. Hospitality, LLC
Marion, IN
1502 N. Baldwin Avenue
Marion, IN 46952
765-662-6656

RLJ II HA Merrillville Lessee, LLC
Merrillville, IN
8353 Georgia Street
Merrillville, IN 46410
219-736-7600

H.I. Heritage Inn of South Bend/Mishawaka,
Inc.
Mishawaka-South Bend Area, IN
445 University Drive
Mishawaka, IN 46545
574-273-2309

New Albany Hotels LLC
New Albany, IN
506 West Spring Street
New Albany, IN 47150
812-944-4600

EXHIBIT A

60Portage, LLC
Portage, IN
6353 Melton Road
Portage, IN 46368
219-764-1919

Encore Hotels of Princeton, LLC
Princeton, IN
107 S. Richland Creek Drive
Princeton, IN 47670
812-385-2400

Choice Inn of Seymour, LLC
Seymour, IN
247 N. Sandy Creek Drive
Seymour, IN 47274
812-523-2409

Jasbir Singh, Sushma Devi, SS Liquors Inc.
Shelbyville, IN
59 E. Rampart St.
Shelbyville, IN 46176
317-398-9100

Ashford TRS Pool I LLC
Terre Haute, IN
3325 U.S. 41 South
Terre Haute, IN 47802
812-242-2222

80Warsaw, LLC
Warsaw, IN
115 Robmar Drive
Warsaw, IN 46580
574-268-2600

IOWA

Ames Hospitality LLC
Ames, IA
1400 South Dayton Avenue
Ames, IA 50010
515-239-9999

OCI Cedar Rapids, LLC
Cedar Rapids, IA
3265 6th Street, SW
Cedar Rapids, IA 52404
319-364-8144

Kinseth Hospitality VI L.C.
Council Bluffs, IA
2204 River Road
Council Bluffs, IA 51501
712-328-2500

OCI Properties III, LLC
Des Moines-Airport, IA
5001 Fleur Drive
Des Moines, IA 50321
515-287-7300

West Des Moines Lodging Investors, LLC
Des Moines-West, IA
7060 Lake Drive
West Des Moines, IA 50266
515-223-4700

Dodge Street Hotel Associates, L.C.
Dubuque, IA
3434 Dodge Street
Dubuque, IA 52003
563-690-2005

Coralville Hotel Associates, L.C.
Iowa City/Coralville, IA
1200 First Avenue
Coralville, IA 52241
319-351-6600

Rivercity Hospitality, Inc.
Keokuk, IA
3201 Main Street
Keokuk, IA 52632
319-524-6700

Sajni Lodging, Inc.
Muscatine, IA - US 61 & University Ave
3303 North Port Drive
Muscatine, IA 52761
563-264-3003

Chrisbro, L.L.C.
Waterloo, IA
2034 La Porte Road
Waterloo, IA 50702
319-233-2044

KANSAS

Bosselman Inc. of Kansas
Colby, KS
1000 East Willow Drive
Colby, KS 67701
785-460-2333

Derby Hotel, Inc.
Derby, KS
1701 Cambridge Street
Derby, KS 67037
316-425-7900

EXHIBIT A

Shiva Hotels, Inc.
Garden City, KS
2505 Crestway
Garden City, KS 67846
620-272-0454

Shiva Hotels, Inc.
Hays, KS
4002 General Hays Rd.
Hays, KS 67601
785-621-4444

Ishwar Patel & Thoutireddy (T.K.) Reddy
HUTCHINSON, KS
1401 1/2 East 11th Street
Hutchinson, KS 67501
620-665-9800

R.P. BAPU. CO
Junction City, KS
1039 South Washington Street
Junction City, KS 66441
785-579-6950

Tri-State Kansas Associates, LLC
Kansas City-Village West, KS
1400 Village West Parkway
Kansas City, KS 66111
913-328-1400

W2007 Equity Inns Realty, LLC
Kansas City/Overland Park, KS
10591 Metcalf Frontage Road
Overland Park, KS 66212
913-341-1551

Shawnee Inn, Inc.
Kansas City/Shawnee Mission, KS
16555 Midland Drive
Shawnee, KS 66217
913-248-1900

Magers Lodgings, Inc.
LAWRENCE, KS
2300 W. 6th Street
Lawrence, KS 66049
785-841-4994

S & B Motels, Inc.
Manhattan, KS
501 E. Poyntz Avenue
Manhattan, KS 66502
785-539-5000

Chaudhry's Investment Group
OLATHE, KS
12081 S. Strang Line Road
Olathe, KS 66062
913-393-1111

S & B Motels, Inc.
SALINA, KS
401 West Schilling Road
Salina, KS 67401
785-823-9800

Elite Investments Inc.
Topeka, KS
1515 S.W. Arrowhead Rd
Topeka, KS 66604
785-228-0111

H.I. Heritage Inn of Wichita, Inc.
WICHITA-EAST, KS
9449 E. Corporate Hills Dr.
Wichita, KS 67207
316-686-3576

Wichita Hotel Partners, LLC
WICHITA-WEST (AIRPORT AREA), KS
3800 W. Kellogg Drive
Wichita, KS 67213
316-945-4100

KENTUCKY

Kapra, Inc.
Ashland, KY
1321 Cannonsburg Rd.
Ashland, KY 41102
606-928-2888

Full House Inc.
Bardstown, KY
985 Chambers Blvd.
Bardstown, KY 40004
502-349-0100

Apple Eight Hospitality Management, Inc.
Bowling Green, KY
233 Three Springs Road
Bowling Green, KY 42104
270-842-4100

Carrollton Host, Inc.
Carrollton, KY
7 Slumber Lane
Carrollton, KY 41008
502-732-0700

EXHIBIT A

Steeplechase Hotel, LLC
Cincinnati-Airport South, OH
7393 Turfway Rd.
Florence, KY 41042
859-283-1600

BCA Hospitality, Inc.
Cincinnati-Airport/North, KY
755 Petersburg Road
Hebron, KY 41048
859-689-1960

Gateway Hotel, L.L.C.
Cincinnati-Riverfront (DT Area), OH
200 Crescent Avenue
Covington, KY 41011
859-581-7800

James C. Handy
Corbin, KY
125 Adams Road
Corbin, KY 40701
606-523-5696

Danville Host, LLC
Danville, KY
100 Montgomery Way
Danville, KY 40422
859-236-6200

G.C. Inn, LLC
Dry Ridge, KY
1200 Cull Road
Dry Ridge, KY 41035
859-823-7111

E-Town Motel Associates, LLC
Elizabethtown, KY
1035 Executive Drive
Elizabethtown, KY 42701
270-765-6663

Five Star Hospitality, LLC
Frankfort, KY
1310 U.S. 127 South
Frankfort, KY 40601
502-223-7600

Girson's Enterprises, Inc.
Franklin, KY
4010 Nashville Road
Franklin, KY 42134
270-598-8001

Dhami, Sohal and Sehgal Properties LLC
Horse Cave, KY
750 Flint Ridge
Horse Cave, KY 42749
270-786-5000

Barkley Lake Inn
Kuttawa/Eddyville, KY
62 Days Inn Drive
Kuttawa, KY 42055
270-388-5777

Good Knight, LLC
Lebanon, KY
1125 Loretto Road
Lebanon, KY 40033
270-699-4000

FLG Properties Kentucky, LLC
Lexington - I-75, KY
2251 Elkhorn Rd.
Lexington, KY 40505
859-299-2613

W2005/FARGO HOTELS (POOL C)
REALTY, L.P.
Lexington-South, KY
3060 Lakecrest Circle
Lexington, KY 40513
859-223-0088

Gleneagles Hotel Company, LLC
Lexington/Georgetown, KY
128 Darby Drive
Georgetown, KY 40324
502-867-4888

Big Blue Enterprises, LLC
London-North, KY
200 Alamo Drive
London, KY 40741
606-864-0011

OM SHANTI, INC.
Louisville I-65 @ Brooks Rd., KY
180 Willabrook Drive
Brooks, KY 40109-5254
502-957-5050

Diamond Hospitality, LLC
Louisville-Airport, KY
800 Phillips Lane
Louisville, KY 40209
502-366-8100

EXHIBIT A

Grand Prix Floating Lessee LLC
Louisville-Downtown, KY
101 East Jefferson Street
Louisville, KY 40202
502-585-2200

W. Malcolm Bryant, Sally B. Bryant
Louisville-I-265 East, KY
4100 Hampton Lake Way
Louisville, KY 40241
502-327-8880

Mason Host, LLC
Maysville, KY
503 Market Place Drive
Maysville, KY 41056
606-759-0600

Morehead Ventures, LLC
Morehead, KY
500 Hampton Way
Morehead, KY 40351
606-780-0601

Owensboro Hotel Associates, Limited
Partnership
Owensboro, KY
615 Salem Drive
Owensboro, KY 42303
270-926-2006

Bailey Hotel, LLC
Pikeville, KY
831 Hambley Blvd
Pikeville, KY 41501
606-432-8181

GHG Hotels, LLC
Richmond, KY
1099 Barnes Mill Road
Richmond, KY 40475
859-626-1002

HPT Hotels, LLC
Somerset, KY
4141 S. Highway 27
Somerset, KY 42501
606-676-8855

Phil G. Greer
Williamsburg, KY
510 Highway 92 W
Williamsburg, KY 40769
606-549-3775

Progressive Hotel, Inc.
Winchester, KY
1025 Early Dr.
Winchester, KY 40391
859-745-2000

LOUISIANA

Gulf Breeze Hotel Corporation/LNRC
Venture
Baton Rouge-I-10 & College Drive
4646 Constitution Avenue
Baton Rouge, LA 70808
225-926-9990

Triumph Investment Group, LLC
Baton Rouge/Denham Springs, LA
201 Rushing Road West
Denham Springs, LA 70726
225-665-0555

Northshore Hotel, LLC (fka: LA State Hotel
Group,
Covington/Mandeville, LA
68700 Highway 190 Service Road
Covington, LA 70433
985-809-0019

Shree Ganesh, L.L.C.
Gonzales, LA
2634 West Outfitters Drive
Gonzales, LA 70737
225-450-6999

Sunray Hospitality, LLC
Hammond, LA
401 Westin Oak Drive
Hammond, LA 70403
985-419-2188

Houma Inn, L.L.C.
Houma, LA
1728 Martin Luther King Blvd.
Houma, LA 70360
985-873-3140

I-10 North Lafayette Hotel, LLC
Lafayette, LA
2144 West Willow Street
Scott, LA 70583
337-236-6161

EXHIBIT A

Cajun Lodging, L.L.C.
Laplace, LA
4288 Highway 51
La Place, LA 70068
985-652-5002

Hotel Investors, L.L.C.
Metairie, LA
2730 North Causeway Boulevard
Metairie, LA 70002
504-831-7676

J.R.J. Enterprises, Inc.
Monroe, LA
1407 Martin Luther King Jr. Drive
Monroe, LA 71202
318-361-9944

Narendra R. (Neal) Patel
NATCHITOCHEs, LA
5300 University Parkway
Natchitoches, LA 71457
318-354-0010

Emporia L.C.
New Orleans-Downtown (French Quarter
Are
226 Carondelet Street
New Orleans, LA 70130
504-529-9990

Hotel St. Charles Avenue, L.L.C.
New Orleans-St. Charles Ave./Garden Dist
3626 St. Charles Ave.
New Orleans, LA 70115
504-899-9990

Ruston Hotels Limited, LLC
Ruston, LA
1315 North Trenton Street
Ruston, LA 71270
318-251-3090

Narendra R. (Neal) Patel
SHREVEPORT, LA
5226 Monkhouse Drive
Shreveport, LA 71109
318-636-4447

Bossier City Investors, LLC
SHREVEPORT/BOSSIER CITY, LA
1005 Gould Drive
Bossier City, LA 71111
318-752-1112

Travel Choice, Inc.
Slidell, LA
56460 Frank Pichon Road
Slidell, LA 70458
985-726-9777

Sunny Capital Management, L.P.
Sulphur/Lake Charles, LA
210 Henning Drive
Sulphur, LA 70663
337-527-0000

MAINE

Hamover Associates, Inc.
Bangor/Bar Harbor, ME
10 Bangor Mall Blvd.
Bangor, ME 04401
207-990-4400

Peter Anastos
Bath (Brunswick Area), ME
140 Commercial Street
Bath, ME 04530
207-386-1310

Ellsworth No. 1 LLC
Ellsworth/Bar Harbor, ME
6 Downeast Highway
Ellsworth, ME 04605
207-667-2688

The Vickery Company, LLC
Freeport/Brunswick, ME
194 Lower Main Street
Freeport, ME 04032
207-865-1400

Olympia Equity Investors XII/Millroc
Hospitality P
Portland-Airport, ME
171 Philbrook Avenue
South Portland, ME 04106
207-773-4400

BLD Hospitality, LLC
Presque Isle, ME
768 Main Street
Presque Isle, ME 04769
207-760-9292

JVW Hotels, LLC
Saco/Biddeford, ME
48 Industrial Park Road
Saco, ME 04072
207-282-7222

EXHIBIT A

The Vickery Company, LLC
Waterville, ME
425 Kennedy Memorial Drive
Waterville, ME 04901
207-873-0400

MARYLAND

Camden Square LLC
Baltimore-Downtown-Convention Center,
MD
550 Washington Blvd.
Baltimore, MD 21230
410-685-5000

Baltimore Washington Hotel Limited
Partnership
Baltimore-Washington Int'l Arpt, MD
829 Elkridge Landing Rd.
Linthicum, MD 21090
410-850-0600

Blissful Enterprises, Inc.
Baltimore/Edgewood, MD
2112 Emmorton Park Rd.
Edgewood, MD 21040
410-670-6000

W2007 Equity Inns Realty, LLC
Baltimore/Glen Burnie, MD
6617 Ritchie Hwy.
Glen Burnie, MD 21061
410-761-7666

Glen Marsh, L.L.C.
Baltimore/White Marsh, MD
8225 Town Center Dr.
Baltimore, MD 21236
410-931-2200

Bowie Hotel Associates, LLC
Bowie, MD
15202 Major Lansdale Blvd.
Bowie, MD 20716
301-809-1800

College Park Hospitality Group, LLC
College Park, MD
9670 Baltimore Avenue
College Park, MD 20740
301-345-2200

Grand Prix Fixed Lessee LLC
Columbia, MD
8880 Columbia 100 Parkway
Columbia, MD 21045
410-997-8555

D & H Ventures, Inc.
Easton, MD
8058 Ocean Gateway
Easton, MD 21601
410-822-2200

Amrut I. Patel and Nila Patel
Elkton, MD
2 Warner Road
Elkton, MD 21921
410-398-7777

Prince William Hospitality Investors, L.L.C.
Frederick, MD
5311 Buckeystown Pike
Frederick, MD 21704
301-698-2500

M.V. Patel
Frostburg, MD
11200 New George's Creek Road
Frostburg, MD 21532
301-689-1998

Grand Prix Fixed Lessee LLC
Germantown/Gaithersburg, MD
20260 Goldenrod Lane
Germantown, MD 20876
301-428-1300

FALLING SPRING CORP.
Hagerstown, MD
1716 Dual Highway
Hagerstown, MD 21740-6635
301-739-6100

Randy R. Morral and Michele W. Morral
Hagerstown/Maugansville Area, MD
18300 Peak Circle
P.O. Box 2005
Hagerstown, MD 21742
240-420-1970

Mt. Laurel Hospitality, L.L.C.
Laurel, MD
7900 Braygreen Road
Laurel, MD 20708
240-456-0234

EXHIBIT A

Lexington Park Hotel Partners, LLC
Lexington Park, MD
22211 Three Notch Road
Lexington Park, MD 20653
301-863-3200

AMDM, LLC
Salisbury, MD
121 E. Naylor Mill Road
Salisbury, MD 21804
410-334-3080

Hospitality Associates of Colesville, L.P.
Silver Spring, MD
8728-A Colesville Road
Silver Spring, MD 20910
301-588-5887

Waldorf Hotel Partners, LLC
Waldorf, MD
3750 Crain Highway
Waldorf, MD 20603
301-632-9600

Landover Hotel Partnership Limited
Partnership
Washington-I-95 (Largo), DC
9421 Largo Drive West
Largo, MD 20774
301-499-4600

MASSACHUSETTS

OM SHRI AGASI MATA LLC
Auburn, MA
736 Southbridge Street
Auburn, MA 01501
774-221-0055

Bedford Lodging Associates, LLC
Bedford/Burlington, MA
25 Middlesex Turnpike
Billerica, MA 01821-3936
978-262-9977

Revere Hospitality, LLC
Boston-Logan Airport, MA
230 Lee Burbank Highway
Revere, MA 02151
781-286-5665

NMG-Braintree Operating, LLC
Boston/Braintree, MA
215 Wood Road
Braintree, MA 02184
781-380-3300

NATRAJ HOSPITALITY LLC
Boston/Cambridge, MA
191 Monsignor O'Brien Highway
Cambridge, MA 02141
617-494-5300

DDH Hotel Natick/Speen, LLC
Boston/Natick, MA
319 Speen Street
Natick, MA 01760
508-653-5000

Norwood Hospitality LLC
Boston/Norwood, MA
434 Providence Highway (Rt. 1)
Norwood, MA 02062
781-769-7000

W2007 Equity Inns Realty, LLC
Boston/Peabody, MA
59 Newbury Street - Route 1 North
Peabody, MA 01960
978-536-2020

Grand Prix Fixed Lessee LLC
Boston/Woburn, MA
315 Mishawum Road
Woburn, MA 01801
781-935-7666

Hershal, LLC
Chicopee/Springfield, MA
600 Memorial Drive
Chicopee, MA 01020
413-593-1500

LaFrance Hospitality, Corp.
Fall River/Westport, MA
53 Old Bedford Road
Westport, MA 02790
508-675-8500

Claremont Franklin Inn, LLC
Franklin/Milford, MA
735 Union Street
Franklin, MA 02038
508-520-2999

Parmar and Sons, Inc.
Hadley/Amherst Area, MA
24 Bay Road
Hadley, MA 01035
413-586-4851

EXHIBIT A

Buffalo-Marlborough Associates, LLC
Marlborough, MA
277 Boston Post Road West
Marlborough, MA 01752
508-787-9888

Claremont Fairhaven Inn, LLC
New Bedford/Fairhaven, MA
1 Hampton Way
Fairhaven, MA 02719
508-990-8500

Raynham Hotel LLC
Raynham/Taunton, MA
600 New State Highway
Raynham, MA 02767
508-822-6222

Darling Development Corporation
Seekonk, MA
1030 Fall River Avenue
Seekonk, MA 02771
508-336-9000

SDP Partners, LLC
Sturbridge, MA
328 Main Street
Sturbridge, MA 01566
508-347-6466

Springfield Welcome, LLC
West Springfield, MA
1011 Riverdale St.
West Springfield, MA 01089
413-732-1300

Worcester Hospitality Group, LLC
Worcester, MA
110 Summer St.
Worcester, MA 01608
508-757-0400

MICHIGAN

FIRST AAN, LLC
Ann Arbor-North, MI
2300 Green Road
Ann Arbor, MI 48105
734-996-4444

ENN Ann Arbor, L.L.C.
Ann Arbor-South, MI
925 Victors Way
Ann Arbor, MI 48108
734-665-5000

H.I. Heritage Inn of Battle Creek, Inc.
Battle Creek, MI
1150 Riverside Drive
Battle Creek, MI 49017
269-979-5577

Birch Run Properties, Ltd.
Birch Run/Frankenmuth, MI
12130 Tiffany Blvd.
Birch Run, MI 48415
989-624-2500

Cal Tex Hospitality LLC
Coldwater, MI
391 North Willowbrook Road
Coldwater, MI 49036
517-279-9800

Full House Properties, Inc.
Detroit/Auburn Hills, MI
1461 N. Opdyke Rd.
Auburn Hills, MI 48326
248-370-0044

Belleville Nights, Inc.
Detroit/Belleville-Airport Area, MI
46280 N. I-94 Service Drive
Belleville, MI 48111
734-699-2424

W2007 Equity Inns Realty, LLC
Detroit/Madison Heights/South Troy, MI
32420 Stephenson Hwy.
Madison Heights, MI 48071
248-585-8881

W2007 Equity Inns Realty, LLC
Detroit/Northville, MI
20600 Haggerty Rd.
Northville, MI 48167
734-462-1119

Commerce Hospitality Management, Inc.
Detroit/Novi @ 14 Mile Road, MI
169 Loop Road
Novi, MI 48390
248-624-8100

AM Best Hospitality, Inc.
Detroit/Roseville, MI
33680 Gratiot Avenue
Clinton Township, MI 48035
586-792-1500

EXHIBIT A

First Northwestern Corp., Inc.
Detroit/Southfield, MI
27500 Northwestern Highway
Southfield, MI 48034-4723
248-356-5500

Shelby Hospitality Management, Inc.
Detroit/Utica-Shelby Township, MI
51620 Shelby Parkway
Shelby Township, MI 48315
586-731-4267

ENN East Lansing, L.L.C.
East Lansing, MI
2500 Coolidge Road
East Lansing, MI 48823
517-324-2072

Gaylord Properties, Ltd.
Gaylord, MI
230 Dickerson Road
Gaylord, MI 49735
989-731-4000

W2007 Equity Inns Realty, LLC
Grand Rapids-North, MI
500 Center Dr. NW
Grand Rapids, MI 49544
616-647-1000

Karl D. Carlton and Gladys A. Carlton
(husband and
Grand Rapids-South/Wyoming, MI
755 54th Street SW
Wyoming, MI 49509
616-261-5500

HIH, Inc.
Holland, MI
12427 Felch Street
Holland, MI 49424
616-399-8500

W2005/FARGO HOTELS (POOL C)
REALTY, L.P.
Jackson, MI
2225 Shirley Drive
Jackson, MI 49202
517-789-5151

H.I. Heritage Inn of Kalamazoo, Inc.
Kalamazoo, MI
1550 E. Kilgore Road
Kalamazoo, MI 49001
269-344-7774

Lansing AFG, LLC
Lansing, MI
525 North Canal Rd
Lansing, MI 48917
517-627-8381

Tri-State Michigan Associates, LLC
Marshall, MI
325 Sam Hill Drive
Marshall, MI 49068
269-789-0131

Alpine Holdings, L.L.C.
Midland, MI
6701 Eastman Avenue
Midland, MI 48642
989-837-4000

Buddy, LLC
Monroe, MI
1565 North Dixie Highway
Monroe, MI 48162
734-289-5700

Alpine Holdings, L.L.C.
Mt. Pleasant, MI
5205 E. Pickard
Mount Pleasant, MI 48858
989-772-5500

West Michigan Hotel Limited Liability
Company
Muskegon, MI
1401 East Ellis Road
Muskegon, MI 49444
231-799-8333

PH Hospitality, Inc.
Port Huron, MI
1655 Yeager Street
Port Huron, MI 48060
810-966-9000

M and M South Haven LLC
South Haven, MI
04299 Cecilia Drive
South Haven, MI 49090
269-639-8550

Stevensville Hotel Limited Liability Company
St. Joseph I-94, MI
5050 Red Arrow Hwy
Stevensville, MI 49127
269-429-2700

EXHIBIT A

Midwest Hospitality Partners, Inc.
Sturgis-Lagrange Area, MI
71451 S. Centerville Road
Sturgis, MI 49091
269-651-4210

125Eastbay, LLC
Traverse City, MI
1000 U.S. 31 North
Traverse City, MI 49686
231-946-8900

MINNESOTA

Canal Properties, Inc.
Duluth, MN
310 Canal Park
Duluth, MN 55802
218-720-3000

Greischar and Torgerson III, LLC
Fairmont, MN
100 Hampton Dr.
Fairmont, MN 56031-0922
507-235-2626

Forstrom and Torgerson HNW, L.L.C.
Minneapolis-NW (Maple Grove), MN
7745 Elm Creek Blvd. N.
Maple Grove, MN 55369
763-494-4498

W2005 New Century Hotel Portfolio, L.P.
Minneapolis/Bloomington (Apt Area)
4201 American Blvd. W.
Bloomington, MN 55437-1120
952-835-6643

H.I. Heritage Inn of Burnsville, Inc.
Minneapolis/Burnsville, MN
14400 Nicollet Court
Burnsville, MN 55306
952-435-6366

Eagan Lodging Investors II, LLC
Minneapolis/Eagan, MN
3000 Eagandale Place
Eagan, MN 55121
651-688-3343

Eden Prairie HHP-II, LLC
Minneapolis/Eden Prairie, S.W., MN
7740 Flying Cloud Drive
Eden Prairie, MN 55344
952-942-9000

W2005 New Century Hotel Portfolio, L.P.
Minneapolis/Minnetonka, MN
10420 Wayzata Boulevard
Minnetonka, MN 55305
952-541-1094

WKS Shakopee LLC
Minneapolis/Shakopee, MN
4175 Dean Lakes Blvd.
Shakopee, MN 55379
952-641-3600

Forstrom and Torgerson, L.L.P.
Minneapolis/St. Paul-North, MN
1000 Gramsie Road
Shoreview, MN 55126
651-482-0402

H.I. Heritage Inn of Woodbury, Inc.
Minneapolis/St. Paul-Woodbury, MN
1450 Weir Drive
Woodbury, MN 55125
651-578-2822

Rochester Lodging Partners, a Wisconsin
Limited Pa
Rochester, MN
1755 South Broadway
Rochester, MN 55904
507-287-9050

MISSISSIPPI

PRIME INNS, INC.
Batesville, MS
103 Lakewood Drive
Batesville, MS 38606
662-578-5555

Twin Peaks, LLC
Biloxi-Beach Boulevard, MS
1138 Beach Boulevard
Biloxi, MS 39530
228-435-9010

Arbuda Global Hotel, LLC
Biloxi/Ocean Springs, MS
13921 Big Ridge Road
Biloxi, MS 39532
228-872-6370

KO-AM, LLC
Brookhaven, MS
1213 Hampton Drive
Brookhaven, MS 39601-7788
601-823-3800

EXHIBIT A

Yagnapurush, LLC
Canton, MS
133 Soldier Colony Road
Canton, MS 39046
601-859-8700

Chawla Inns, Inc.
Cleveland, MS
912 North Davis (Highway 61 North)
Cleveland, MS 38732
662-846-2915

Little Properties, Inc.
Corinth, MS
2107 Highway 72 West
Corinth, MS 38834
662-286-5949

Dr. V.K. Chawla
Greenville, MS
1155 VFW Road
Greenville, MS 38701
662-335-7515

Chawla Lodging, Inc.
Greenwood, MS
1815 Highway 82 West
Greenwood, MS 38930
662-455-7985

Michael L. Shular
Gulfport, MS
9445 Highway 49
PO Box 3301
Gulfport, MS 39503
228-868-3300

W2005 New Century Hotel Portfolio, L.P.
Hattiesburg, MS
4301 Hardy Street
Hattiesburg, MS 39402
601-264-8080

Capital City Hotel Investors, LLC
Jackson-North, MS
465 Briarwood Dr.
Jackson, MS 39206
601-956-3611

Raj's Lodging, Inc.
Jackson/Clinton, MS
493 Springridge Road
Clinton, MS 39056
601-925-9393

Shriji Flowood, LLC
Jackson/Flowood (Airport Area), MS
115 Hospitality Drive
Flowood, MS 39232
601-709-5200

Neelam Funding, Inc.
Jackson/Pearl-International Airport, MS
1234 Phillips Street
Pearl, MS 39208
601-932-7676

Northumberland Hotel Partners, LLC
Memphis/Southaven, MS
390 Goodman Road W
Southaven, MS 38671
662-349-8855

Budget Inns, Inc.
Meridian, MS
103 US Highway 11 & 80
Meridian, MS 39302
601-483-3000

Janlis MS, LLC
Moss Point, MS
6730 Hwy 63 North
Moss Point, MS 39563
228-246-0777

New Albany Hospitality, L.L.C.
New Albany, MS
320 Coulter Cove
New Albany, MS 38652
662-534-7722

Desoto Inns, Inc.
Olive Branch, MS
6830 Crumpler Blvd.
Olive Branch, MS 38654
662-893-7600

Jay Investments, LLC
Oxford-West, MS
110 Heritage Drive
Oxford, MS 38655
662-232-2442

Starkville Hotel Group I, LLC
Starkville, MS
700 Highway 12
Starkville, MS 39759
662-324-1333

EXHIBIT A

A7 Services Tupelo, L.P.
Tupelo, MS
1516 McCullough Blvd.
Tupelo, MS 38804
662-840-8300

Chawla Holdings, Inc.
Yazoo City, MS
2161 Grand Avenue
Yazoo City, MS 39194
662-746-3333

MISSOURI

Magers Lodgings, Inc.
Branson On the Strip, MO
3695 W. 76 Country Blvd
Branson, MO 65616
417-337-5762

BH Hotel, L.L.C.
Branson/Branson Hills, MO
200 South Payne Stewart Drive
Branson, MO 65616
417-243-7800

DDC Hotels, Inc.
Cape Girardeau, MO
103 Cape West Parkway
Cape Girardeau, MO 63701
573-651-3000

Town Creek Plaza, LLC
Clinton, MO
900 Kansas Avenue
Clinton, MO 64735
660-885-4488

Columbia Lodging Partners Limited
Partnership
Columbia, MO
3410 Clark Lane
Columbia, MO 65202
573-886-9392

V & R Motel, L.L.C.
Farmington, MO
850 Valley Creek Drive
Farmington, MO 63640
573-760-8700

Labella Enterprises, Inc.
Jefferson City-@ Capital Mall, MO
4800 Country Club Drive
Jefferson City, MO 65109-4542
573-634-7440

RS JOPLIN 36 LLC
Joplin, MO
3107 East 36th Street
Joplin, MO 64804
417-659-9900

W2007 Equity Inns Realty, LLC
Kansas City-Airport, MO
11212 North Newark Circle
Kansas City, MO 64153
816-464-5454

Frederick LURE LLC
Kansas City-Lees Summit, MO
1751 NE Douglas Street
Lee's Summit, MO 64086
816-347-8600

Blue Spring Hospitality, LLC
Kansas City/Blue Springs, MO
900 NW South Outer Road
Blue Springs, MO 64015
816-220-3844

Apple Nine Services Kansas City, Inc.
Kansas City/Liberty, MO
8551 Church Rd.
Kansas City, MO 64157
816-415-9600

Maa Amba, Inc.
Kansas City/Near Worlds of Fun, MO
4233 N. Corrington Avenue
Kansas City, MO 64117
816-452-1010

Dream, Inc.
Lebanon, MO
930 Ivey Lane
Lebanon, MO 65536
417-533-3100

Reena, Inc.
Rolla, MO
2201 N. Bishop
Rolla, MO 65401
573-308-1060

EAS Investment Enterprises, Inc.
Springfield-South, MO
3232 S. Glenstone
Springfield, MO 65804
417-882-6611

EXHIBIT A

H.I. Heritage Inn of St. Joseph, Inc.
St. Joseph, MO
3928 Frederick Boulevard
Saint Joseph, MO 64501
816-390-9300

Drury Development Corporation
St. Louis-Airport, MO
10820 Pear Tree Lane
Saint Louis, MO 63074
314-429-2000

Apple Nine Services St. Louis, Inc.
St. Louis-Downtown (At the Gateway Arch)
333 Washington Avenue
Saint Louis, MO 63102
314-621-7900

Drury 141, L.L.P.
St. Louis-I-44 Southwest (Near Six Flags)
9 Lambert Drury Place
Saint Louis, MO 63088
636-529-9020

Chesterfield Lodging, L.L.C.
St. Louis/Chesterfield, MO
16201 Swingley Ridge Road
Chesterfield, MO 63017-1798
636-537-2500

Florissant Hotel Associates, LLC
St. Louis/NW I-270 (Florissant), MO
55 Dunn Rd.
Florissant, MO 63031
314-839-2200

St. Charles Lodging Associates L.L.C.
St. Louis/St. Charles, MO
3720 West Clay Street
Saint Charles, MO 63301
636-947-6800

Nismark, L.L.C.
St. Louis/Sunset Hills, MO
1580 South Kirkwood Road
Saint Louis, MO 63127
314-984-8181

W2007 Equity Inns Realty, LLC
St. Louis/Westport, MO
2454 Old Dorsett Rd.
Maryland Heights, MO 63043
314-298-7878

Ehrhardt's Lebanon L.L.C.
St. Robert/Ft. Leonard Wood, MO
103 St. Robert Plaza
Saint Robert, MO 65584
573-336-3355

MONTANA

Billings Lodging Investors, LLC
Billings, MT
5110 Southgate Drive
Billings, MT 59101
406-248-4949

Westmont Corporation
Bozeman, MT
75 Baxter Lane
Bozeman, MT 59715
406-522-8000

Mile High Ventures, L.L.C.
Butte, MT
3499 Harrison Avenue
Butte, MT 59701
406-494-2250

Great Falls Lodging Investors, LLC
Great Falls, MT
2301 14th Street SW
Great Falls, MT 59404
406-453-2675

DePere Inn, LLC
Helena, MT
725 Carter Drive
Helena, MT 59601
406-443-5800

Spring Creek Development L.L.C.
Kalispell, MT
1140 Highway 2 West
Kalispell, MT 59901
406-755-7900

Warren Resort Hotels, Inc.
Missoula, MT
4805 N. Reserve
Missoula, MT 59808
406-549-1800

EXHIBIT A

NEBRASKA

Royal Motels, Inc.
Bellevue, NE
3404 Samson Way
Bellevue, NE 68123
402-292-1607

Yogi Motel, Inc.
Grand Island, NE
504 North Diers Avenue
Grand Island, NE 68803
308-384-9777

Mid-Plains Hospitality Group, Inc.
Kearney, NE
118 3rd Avenue
Kearney, NE 68845
308-234-3400

W2005 New Century Hotel Portfolio, L.P.
Lincoln-Airport I-80, NE
1301 West Bond Circle
Lincoln, NE 68521
402-474-2080

Harbinger Hotels, L.L.C.
Lincoln-South/Heritage Park, NE
5922 Vandervoort Drive
Lincoln, NE 68516
402-420-7800

Paul J. Younes
Norfolk, NE
904 South 20th Street
Norfolk, NE 68701
402-379-3585

4th Generation Development, Inc.
North Platte, NE
200 Platte Oasis Parkway
North Platte, NE 69101
308-534-6000

CH Omaha Hotel Partners, LLC
Omaha-Westroads Mall, NE
9720 West Dodge Road
Omaha, NE 68114-2325
402-391-5300

Omaha Global Hotel, LLC
Omaha/West, NE
17606 Arbor Plaza
Omaha, NE 68130
402-330-9500

Pair-A-Dice Properties VIII, LLC
York, NE
309 West David Drive
York, NE 68467
402-362-0222

NEVADA

4955-75 South Industrial Road Holdings,
LLC
Las Vegas-Tropicana, NV
4975 S. Dean Martin Dr.
Las Vegas, NV 89118-1656
702-948-8100

Craig Properties, LLC
Las Vegas/North Speedway, NV
2852 East Craig Road
North Las Vegas, NV 89030
702-655-0111

N.W.H., LTD.
Las Vegas/Summerlin, NV
7100 Cascade Valley Court
Las Vegas, NV 89128
702-360-5700

NEW HAMPSHIRE

Concord Hotel Investors, LLC
Concord/Bow, NH
515 South Street
Bow, NH 03304
603-224-5322

LaFrance Bowden Hospitality, LLC
Dover, NH
9 Hotel Drive
Dover, NH 03820
603-516-5600

Murphy Littleton, LLC
Littleton, NH
580 Meadow Street
Littleton, NH 03561
603-444-0025

Olympia Equity Investors XXIII, LLC
Nashua, NH
407 Amherst Street
Nashua, NH 03063
603-883-5333

EXHIBIT A

MillRoc Portsmouth NH, LLC
Portsmouth, NH
99 Durgin Lane
Portsmouth, NH 03801
603-431-6111

NEW JERSEY

Rising Sun Hotels of NJ, LLC
Bordentown, NJ
2004 Route 206
Bordentown, NJ 08505
609-298-4000

SHRI SAI DEV. L.L.C.
Burlington/Mt. Holly, NJ
2024 Route 541, RD 1
Westampton, NJ 08060
609-702-9888

Calandra Enterprises, Inc.
Carlstadt-at the Meadowlands, NJ
304 Paterson Plank Road
Carlstadt, NJ 07072
201-935-9000

SHRI SAI VOORHEES L.L.C.
Cherry Hill/Voorhees, NJ
121 Laurel Oak Road
Voorhees, NJ 08043
856-346-4500

Franklin Hotel Associates, L.L.C.
Clinton, NJ
16 Frontage Drive
Clinton, NJ 08809
908-713-4800

Roma Hotel Associates L.L.C.
Denville (Parsippany Area), NJ
350 Morris Avenue
Denville, NJ 07834
973-664-1050

Bhavi Motel, L.L.C.
East Windsor, NJ
384 Monmouth Street
East Windsor, NJ 08520
609-426-1600

Flemington Investors, L.P.
Flemington, NJ
14-B Royal Road
Flemington, NJ 08822
908-284-9427

Ghanshyam Hospitality LLC
Linden, NJ
501 West Edgar Rd.
Linden, NJ 07036
908-862-3222

Ratan Realty LLC
Newark-Airport, NJ
1128-38 Spring St.
Elizabeth, NJ 07201
908-355-0500

4H Inns LLC
North Brunswick, NJ
841 Georges Road
North Brunswick, NJ 08902
732-246-3555

HHC TRS FP Portfolio, LLC
Parsippany, NJ
1 Hilton Court
Parsippany, NJ 07054
973-290-9058

Pennsville Hotel Corporation
Pennsville (Wilmington Area), NJ
429 North Broadway
Pennsville, NJ 08070
856-351-1700

Akshar Hospitality, LLC
Philadelphia/Bridgeport, NJ
2 Pureland Drive
Swedesboro, NJ 08085
856-467-6200

Swaminarayan Holdings LLC
Philadelphia/Mt. Laurel, NJ
5000 Crawford Place
Mount Laurel, NJ 08054
856-778-5535

Scotto Princeton, LLC
Princeton, NJ
4385 US 1 South
Princeton, NJ 08540
609-951-0066

V. Y. Investment Corp.
Ridgefield Park, NJ
100 Route 46 East
Ridgefield Park, NJ 07660
201-641-2900

EXHIBIT A

W2007 BRV Realty, LP
Secaucus (Meadowlands Area), NJ
250 Harmon Meadows Blvd.
Secaucus, NJ 07094
201-867-4400

JAY LAXMI VISHNU, LLC
Somerset, NJ
255 Davidson Ave.
Somerset, NJ 08873
732-563-1600

Buffalo-SPNJ Associates, LLC
South Plainfield, NJ
205 New World Way
South Plainfield, NJ 07080
908-561-2600

Turnersville Hospitality, LLC
Turnersville (Philadelphia Area), NJ
5800 Black Horse Pike
Blackwood, NJ 08012
856-228-4200

Woodbridge Hotel Investors Inc.
Woodbridge, NJ
370 Route 9 North
Woodbridge, NJ 07095
732-855-6900

NEW MEXICO

OTERO COUNTY MOTEL COMPANY, INC.
Alamogordo, NM
1295 Hamilton Road
Alamogordo, NM 88310
575-439-1782

FDA Albuquerque, N.M. Hospitality, LLC
Albuquerque-Airport, NM
2231 Yale Blvd., SE
Albuquerque, NM 87106
505-246-2255

Albuquerque HHP-II, LLC
Albuquerque-North, NM
5101 Ellison, NE
Albuquerque, NM 87109
505-344-1555

Terrapin Operator ABQ East, LLC
Albuquerque-University (UNM), NM
2300 Carlisle NE
Albuquerque, NM 87110
505-837-9300

Padda Hotels, LLC
Clovis, NM
2212 E. Mabry Drive
Clovis, NM 88101
575-763-3300

Deming Lodging Inc.
Deming, NM
3751 E Cedar Street
Deming, NM 88030
575-546-2022

Yogi Corporation
Gallup-West, NM
111 Twin Buttes Road
Gallup, NM 87301
505-722-7224

Michael L. Shular
Las Cruces, NM
755 Avenida de Mesilla
Las Cruces, NM 88005
575-526-8311

Optima Hospitality, Inc.,
Lordsburg, NM
412 Wabash
Lordsburg, NM 88045
575-542-8900

Nutwood Hospitality, LLC
Santa Fe, NM
3625 Cerrillos Road
Santa Fe, NM 87505
505-474-3900

Allied Hotels Group LLC
Santa Rosa, NM
2475 Historic Rt 66
Santa Rosa, NM 88435
575-472-2300

4ZL, LLC
Taos, NM
1515 Paseo del Pueblo Sur
Taos, NM 87571
575-737-5700

Ram-Kabir, Inc.
Tucumcari, NM
3409 E. Tucumcari Blvd.
Tucumcari, NM 88401
575-461-1111

EXHIBIT A

NEW YORK

Grand Prix Floating Lessee LLC
Albany/Latham, NY
981 Loudon Road
Cohes, NY 12047
581-785-0000

W2007 Equity Inns Realty, LLC
Albany-Wolf Road (Airport), NY
10 Ulenski Drive
Albany, NY 12205
518-438-2822

Oxford Hospitality LLC
Batavia, NY
4360 Commerce Drive
Batavia, NY 14020
585-815-0475

W2005/FARGO HOTELS (POOL C)
REALTY, L.P.
Binghamton/Johnson City, NY
630 Field Street
Johnson City, NY 13790
607-729-9125

Buffalo-Walden, LLC
Buffalo-Airport/Galleria Mall, NY
1745 Walden Avenue
Cheektowaga, NY 14225
716-894-8000

Slade Group, LLC
Buffalo-South/I-90, NY
1750 Ridge Road
West Seneca, NY 14224
716-824-2030

East Aurora, LLC
Buffalo/East Aurora, NY
49 Olean Street
East Aurora, NY 14052
716-655-3300

Village Lodging Associates, LLC
Buffalo/Williamsville, NY
5455 Main Street
Williamsville, NY 14221
716-632-0900

Millennium Hospitality, LLC
Clifton Park, NY
620 Plank Road
Clifton Park, NY 12065
518-373-2345

Painted Post Lodging Associates, LLC
Corning, NY
9775 Victory Highway
Painted Post, NY 14870
607-936-3344

Cortland Lodging Associates, LLC
Cortland, NY
26 River Street
Cortland, NY 13045
607-662-0007

BFH II, LLC
Elmira/Horseheads, NY
51 Arnot Road
Horseheads, NY 14845
607-795-3333

Lordi, Inc.
Fishkill, NY
544 Route 9
Fishkill, NY 12524
845-896-4000

RLJ II - HA Garden City Lessee, LLC
Garden City, NY
1 North Avenue
Garden City, NY 11530
516-227-2720

Lake Street Hotel, LLC
Geneva, NY
43 Lake Street
Geneva, NY 14456
315-781-2035

MM Woodbury Hotel, Inc.
Harriman/Woodbury, NY
60 Centre Drive
Central Valley, NY 10917
845-782-9600

LNH Hospitality, Inc.
Ithaca, NY
337 Elmira Road
Ithaca, NY 14850
607-277-5500

Westbury Hotel, LLC
Jericho/Westbury, NY
120 Jericho Turnpike
Jericho, NY 11753
516-997 2000

EXHIBIT A

Kingston Hospitality, Inc.
Kingston, NY
1307 Ulster Avenue
Kingston, NY 12401
845-382-2600

44 Long Island One, LLC
Long Island/Brookhaven, NY
2000 North Ocean Avenue
Farmingville, NY 11738
631-732-7300

Commack CHI, LLC
Long Island/Commack, NY
680 Commack Rd.
Commack, NY 11725
631-462-5700

Grand Prix Fixed Lessee LLC
Long Island/Islandia, NY
1600 Veterans Memorial Highway
Islandia, NY 11749
631-234-0400

MMG-35 Operator LLC
Manhattan-35th Street/Empire State Bldg,
59 W. 35th Street
New York, NY 10001
212-564-3688

HHMLP Herald Square, LLC
Manhattan-Madison Square Garden Area,
NY
116 West 31st Street
New York, NY 10001-3401
212-947-9700

Seaport T.R.S., LLC
Manhattan-Seaport-Financial District, NY
320 Pearl Street
New York, NY 10038
212-571-4400

SoHo 54, LLC
Manhattan-SoHo, NY
54 Watts Street
New York, NY 10013
212-226-6288

44 Chelsea Delaware, LLC
Manhattan/Chelsea, NY
108 West 24th Street
New York, NY 10011
212-414-1000

HHP DUO ONE LESSEE, LLC
Manhattan/Times Square South, NY
337 West 39th Street
New York, NY 10018
212-967-2344

High Hotels, Ltd.
Middletown, NY
20 Crystal Run Crossing
Middletown, NY 10941
845-344-3400

Rising Sun of Nanuet, LLC
Nanuet, NY
260 West Route 59
Nanuet, NY 10954
845-623-0900

Field Family Associates, LLC
New York-JFK Apt(Jamaica/Queens),NY
144-10 135th Avenue
Jamaica, NY 11436
718-322-7500

LaGuardia Express LLC
New York-LaGuardia Airport, NY
102-40 Ditmars Blvd
East Elmhurst, NY 11369
718-672-6600

RPH Hotels 51st Street Owner, LLC
New York/Manhattan-Times Square North,
N
851 Eighth Avenue
New York, NY 10019
212-581-4100

92 M. M. Motel, Inc.
Newburgh/West Point (Stewart Arpt), NY
1292 Route 300
Newburgh, NY 12550
845-567-9100

REHC 1, Inc.
Niagara Falls, NY
501 Rainbow Boulevard
Niagara Falls, NY 14303
716-285-6666

Olean Lodging Associates, LLC
Olean, NY
101 Main Street
Olean, NY 14760
716-375-1000

EXHIBIT A

MTL, LLC
Oneonta, NY
225 River Street
Oneonta, NY 13820
607-433-9000

Owego Associates, Inc.
Owego, NY
1030 State Route 17C
Owego, NY 13827
607-687-4600

WNC Greece Company, LLC
Rochester-North, NY
500 Center Place Drive
Rochester, NY 14615
585-663-6070

MATA HOSPITALITY, LLC
Rochester/Irondequoit, NY
1323 East Ridge Road
Rochester, NY 14621
585-339-3500

CE Webster LLC
Rochester/Webster, NY
878 Hard Road
Webster, NY 14580
585-671-2050

Schenectady Hotel, LLC
Schenectady, NY
450 State Street
Schenectady, NY 12305
518-377-4500

East Syracuse HHP-II, LLC
Syracuse-Carrier Circle I-90, NY
6605 Old Collamer Road
East Syracuse, NY 13057
315-463-6443

ETNA Development Co.
Syracuse-North (Airport Area), NY
417 7th North Street
Liverpool, NY 13088
315-457-9900

Nayana, Inc.
Syracuse/Clay, NY
3948 State Route 31
Liverpool, NY 13090
315-622-3443

Marsh Enterprises, LLC
Utica, NY
172 - 180 North Genessee Street
Utica, NY 13501
315-733-1200

Peppercorn Lodging Company
Watertown, NY
155 Commerce Park Drive
Watertown, NY 13601
315-782-2222

Barclay Hospitality Services, Inc.
White Plains/Tarrytown, NY
200 West Main Street
Elmsford, NY 10523
914-592-5680

NORTH CAROLINA

Shayona 2007, Inc.
Albemarle, NC
2300 U.S. Highway 52 North
Albemarle, NC 28001
704-985-1111

Asheboro Hospitality, LLC
Asheboro, NC
1137 E. Dixie Drive
Asheboro, NC 27203
336-625-9000

South Asheville Hotel Associates, LLC
Asheville - I-26 Biltmore Sq., NC
One Rocky Ridge Road
Asheville, NC 28806
828-667-2022

South Asheville Hotel Associates Limited
Partnersh
Asheville-Tunnel Rd., NC
204 Tunnel Road
Asheville, NC 28805
828-255-9220

Kinderton Inn, LLC
Bermuda Run/Advance I-40, NC
196 NC Hwy 801 North
Advance, NC 27006
336-998-3480

ACC Boone, LLC
Boone, NC
1075 Highway 105
Boone, NC 28607
828-264-0077

EXHIBIT A

Khadijah's, Inc.
Brevard, NC
275 Forest Gate Dr.
Pisgah Forest, NC 28768
828-883-4800

Tarheel Lodging, LLC
Chapel Hill, NC
1740 North Fordham Blvd
Chapel Hill, NC 27514
919-968-3000

Lake Norman Hotel, Inc.
Charlotte-North/Lake Norman, NC
19501 Statesville Road
Cornelius, NC 28031
704-892-9900

IA Winston Hotels Charlotte TRS, L.L.C.
Charlotte-University Place, NC
8419 N. Tryon Street
Charlotte, NC 28262
704-548-0905

Smith/Curry Hotel Group Uptown, LLC
Charlotte-Uptown, NC
530 Dr. Martin Luther King Jr. Blvd
Charlotte, NC 28202
704-373-0917

Montcross Hotel Associates, LLC
Charlotte/Belmont at Montcross, NC
820 Cecilia Alexander Dr.
Belmont, NC 28012
704-825-6100

W2007 Equity Inns Realty, LLC
Charlotte/Gastonia, NC
1859 Remount Road
Gastonia, NC 28054
704-866-9090

Apple Eight Hospitality Management, Inc.
Charlotte/Matthews, NC
9615 Independence Pointe Pkwy
Matthews, NC 28105
704-841-1155

SREE-TBM-Monroe, L.L.C.
Charlotte/Monroe, NC
2368 Roland Drive
Monroe, NC 28110
704-220-2200

JCCC, INC.
Cherokee, NC
185 Tsalagi Road
PO Box 1926
Cherokee, NC 28719
828-497-3115

Apple Eight Services Concord, Inc.
Concord/Kannapolis, NC
612 Dickens Place NE
Concord, NC 28025
704-793-9700

Apple Eight Hospitality Management, Inc.
Dunn, NC
100 Jesse Tart Circle
Dunn, NC 28334
910-892-4333

Innkeeper Motor Lodge of Raleigh, Inc.
Eden, NC
724 S. Van Buren Road
Eden, NC 27288
336-627-1111

Edenton Hospitality Group, LLC
Edenton, NC
115 Hampton Drive
Edenton, NC 27932
252-482-3500

First Investment Associates of Elizabeth
City, LLC
Elizabeth City, NC
402 Halstead Boulevard
Elizabeth City, NC 27909
252-333-1800

Fayetteville Choice Properties, Inc.
Fayetteville-Cross Creek Mall, NC
1700 Skibo Road
Fayetteville, NC 28303
910-487-4006

W2007 Equity Inns Realty, LLC
Fayetteville-I-95, NC
1922 Cedar Creek Road
Fayetteville, NC 28312-9542
910-323-0011

MNM Hotels, LLC
Franklin, NC
244 Cunningham Road
Franklin, NC 28734
828-369-0600

EXHIBIT A

ZMC Hotels, Inc.
Goldsboro, NC
905 N. Spence Avenue
Goldsboro, NC 27534
919-778-1800

Medalist Properties 8, LLC
Greensboro-Airport, NC
7803 National Service Road
Greensboro, NC 27409
336-605-5500

NCR Hospitality Corporation
Greensboro-East/McLeansville, NC
903 Knox Road
McLeansville, NC 27301
336-544-3333

Greensboro HHP-II, LLC
Greensboro-Four Seasons, NC
2004 Veasley Street
Greensboro, NC 27407
336-854-8600

Greenville Prime Investors II, LLC
Greenville, NC
305 SW Greenville Boulevard
Greenville, NC 27834
252-355-7400

H2 Associates of Havelock, LLC
Havelock, NC
105 Tourist Center Drive
Havelock, NC 28532
252-447-9400

Mundra Hotels of Henderson, NC, Inc.
Henderson I-85, NC
385 Ruin Creek Road
Henderson, NC 27536
252-492-3007

JDR Associates, LLC
Hendersonville, NC
155 Sugarloaf Road
Hendersonville, NC 28792
828-697-2333

Piedmont Center Associates, LLC
Hickory, NC
1956 13th Avenue Drive SE
Hickory, NC 28602
828-624-2000

Daly GC, Inc.
High Point, NC
10066 North Main Street
Archdale, NC 27263
336-434-5200

CUPELO ENTERPRISES, INC.
Highlands, NC
96 Log Cabin Lane
PO Box 1060
Highlands, NC 28741
828-526-5899

Riverview Enterprises, Inc.
Jonesville/Elkin, NC
1632 North Carolina 67 Highway
Jonesville, NC 28642
336-835-1994

Neuse Hospitality, LLC
Kinston, NC
1382 Highway 258 South
Kinston, NC 28504
252-523-1400

The Riggins Company
Laurinburg, NC
115 Hampton Circle
Laurinburg, NC 28352
910-277-1516

Pramukh & Associates, LLC
Lumberton-I-95, NC
201 Wintergreen Drive
Lumberton, NC 28358
910-738-3332

Riverview Holdings, L.L.C.
Marion, NC
3560 U.S. 221 South
Marion, NC 28752
828-652-5100

Gunatit Hospitality, Inc.
Mebane, NC
105 Spring Forest Drive
Mebane, NC 27302
919-563-5400

Maritime Hotel Limited Partnership
Morehead City, NC
4035 Arendell St.
Morehead City, NC 28557-9900
252-240-2300

EXHIBIT A

Morganton Hotel Associates, LLC
Morganton, NC
115 Bush Drive
Morganton, NC 28655
828-432-2000

BLACKMON VENTURES, LLC
Mount Airy, NC
2029 Rockford Street
Mount Airy, NC 27030
336-789-5999

Stephen B. Dickey
Murphy, NC
1550 Andrews Road
Murphy, NC 28906
828-837-1628

New Bern Hospitality, Inc.
New Bern, NC
200 Hotel Drive
New Bern, NC 28562
252-637-2111

The Hotel Group, Inc.
Raleigh-Capital Blvd. North, NC
3621 Spring Forest Road
Raleigh, NC 27616
919-872-7111

42 Hotel Raleigh, LLC
Raleigh-North, NC
1001 Wake Towne Dr.
Raleigh, NC 27609
919-828-1813

IA Winston Hotels Cary Ashville TRS, L.L.C.
Raleigh/Cary, NC
201 Ashville Avenue
Cary, NC 27518
919-859-5559

Sahil Enterprises, Inc.
Raleigh/Clayton I-40, NC
100 Hampton Drive
Garner, NC 27529
919-773-1977

RDU Choice Properties, Inc.
Raleigh/Durham-Airport, NC
1010 Airport Blvd.
Morrisville, NC 27560
919-462-1620

Sriswami, Inc.
Raleigh/Garner, NC
110 Drexmere Street
Garner, NC 27529
919-772-6500

WF Hotel, Inc.
Raleigh/Town of Wake Forest, NC
12318 Wake Union Church Road
Wake Forest, NC 27587
919-554-0222

PVC, Inc.
Roanoke Rapids, NC
85 Hampton Boulevard
Roanoke Rapids, NC 27870
252-537-7555

FCM Associates - Rocky Mount, Inc.
Rocky Mount, NC
530 N. Winstead Avenue
Rocky Mount, NC 27804
252-937-6333

Daly Choice Properties, Inc.
Roxboro, NC
920 Durham Road
Roxboro, NC 27573
336-599-8800

SAFHI, INC.
Salisbury, NC
1001 Klumac Road
Salisbury, NC 28144
704-637-8000

Jala Inc. of Asheville
Sanford, NC
1904 South Horner Blvd.
Sanford, NC 27330
919-775-2000

Selma Hotel Investors, LLC
Selma/Smithfield I-95, NC
1695 Industrial Park Drive
Selma, NC 27576
919-965-6151

TRS Subsidiary, LLC
Shelby, NC
2012 East Marion St
Shelby, NC 28150
704-482-5666

EXHIBIT A

C3 Investments of North Carolina, Inc.
Southport, NC
5181 Southport Supply Road SE
Southport, NC 28461
910-454-0016

Trimurti of Spring Lake, LLC
Spring Lake/Ft. Bragg, NC
1050 North Bragg Blvd.
Spring Lake, NC 28390
910-438-0945

Statesville 77 Hotel Associates, LLC
Statesville, NC
1508 Cinema Drive
Statesville, NC 28625
704-883-8380

Lodging Associates, L.L.C.
Washington, NC
2085 West 15th Street
Washington, NC 27889
252-940-4556

High Country of Ashe, LLC
West Jefferson, NC
203 Hampton Place Court.
West Jefferson, NC 28694
336-846-4000

SPECTRUM HOSPITALITY, LLC
Wilkesboro, NC
1300 Collegiate Drive
Wilkesboro, NC 28697
336-838-5000

Washington Hospitality, LLC
Williamston, NC
1099 Hampton Court
Williamston, NC 27892
252-809-1100

Medical Park Hotels, LLC
Wilmington-Medical Park, NC
2320 S. 17th Street
Wilmington, NC 28401
910-796-8881

Eastwood Hotel Group, LLC
Wilmington-University Area/Smith Creek S
124 Old Eastwood Road
Wilmington, NC 28403
910-791-9899

Patco Lodging of Wilson, LLC
Wilson-Downtown, NC
2806 Wolf Trap Drive
Wilson, NC 27896
252-243-4040

Quality Oil Company, Limited Partnership
Winston-Salem-I-40/Hanes Mall, NC
1990 Hampton Inn Court
Winston-Salem, NC 27103
336-760-1660

NORTH DAKOTA

JPK, Inc.
Bismarck, ND
1440 Mapleton Ave
Bismarck, ND 58501
701-751-3100

Midwest Motels of Fargo, LLC
Fargo, ND
3431 14th Ave., SW
Fargo, ND 58103
701-235-5566

OHIO

Prasanna, Inc.
Akron-South, OH
880 ARLINGTON RIDGE EAST
Akron, OH 44312
330-644-6579

H.I. Heritage Inn of Akron, Inc.
Akron/Fairlawn, OH
80 Springside Drive
Akron, OH 44333
330-666-7361

Pikes, Inc.
Ashtabula, OH
2900 GH Drive
Austinburg, OH 44010
440-275-2000

Athens OH 405, LLC
Athens, OH
986 East State Street
Athens, OH 45701
740-593-5600

EXHIBIT A

Saad Roumaya & Jabbar Yousif
Bowling Green, OH
142 Campbell Hill Road
Bowling Green, OH 43402
419-353-3464

Georgetown Lodging, Ltd.
Cambridge, OH
8775 Georgetown Road
Cambridge, OH 43725
740-439-0600

Team Hospitality, LLC
Cincinnati Area/Monroe, OH
40 New Garver Road
Monroe, OH 45050-1719
513-539-4400

Eastgate Motel Company, Ltd. (an OH
limited liabil
Cincinnati-Eastgate, OH
858 Eastgate North Drive
Cincinnati, OH 45245
513-752-8584

Oasis Property Inc.
Cincinnati-Kings Island, OH
5323 Beach Blvd.
Mason, OH 45040
513-459-8900

Middletown Innkeepers, Inc.
Cincinnati-Northwest/Fairfield, OH
430 Kolb Drive
Fairfield, OH 45014
513-942-3440

KUJ of Blue Ash, LLC
Cincinnati/Blue Ash, OH
4640 Creek Rd.
Blue Ash, OH 45242
513-791-2822

P&G Hospitality Group, LLC
Cleveland-Airport/Tiedeman Road, OH
10305 Cascade Crossing
Brooklyn, OH 44144
216-929-8400

1460 NINTH STREET ASSOCIATES
LIMITED PARTNERSHIP
Cleveland-Downtown, OH
1460 E. Ninth Street
Cleveland, OH 44114
216-241-6600

NBC Hospitality, LLC
Cleveland/Medina, OH
3073 East Pointe Drive
Medina, OH 44256
330-721-8955

Widewaters EDR Solon Hotel Company,
LLC
Cleveland/Solon, OH
6035 Enterprise Parkway
Solon, OH 44139
440-542-0400

W2007 Equity Inns Realty, LLC
Cleveland/Westlake, OH
29690 Detroit Rd.
Westlake, OH 44145-1934
440-892-0333

Jag Guru, Inc.
Columbus I-70 E/Hamilton Rd., OH
2093 S. Hamilton Rd.
Columbus, OH 43232
614-552-2400

HI Hotel Investors LLC
Columbus-Airport, OH
4280 International Gateway
Columbus, OH 43219
614-235-0717

Shri Sitaram, Inc.
Columbus-East, OH
1890 Winderly Lane
Pickerington, OH 43147-8636
614-864-8383

SGB Management, Inc.
Columbus-South, OH
4017 Jackpot Road
Grove City, OH 43123
614-539-1177

Radha Corporation
Columbus-West, OH
5625 Trabue
Columbus, OH 43228
614-851-5599

Kautilya Sunbury Hotel, LLC
Columbus/Delaware I-71 North, OH
7329 State Route 36 & 37
Sunbury, OH 43074
740-363-4700

EXHIBIT A

ENN Leasing Company III, L.L.C.
Columbus/Dublin, OH
3920 Tuller Rd.
Dublin, OH 43017
614-889-0573

W2005/FARGO HOTELS (POOL C)
REALTY, L.P.
Dayton/Fairborn (Wright AFB), OH
2550 Paramount Place
Fairborn, OH 45324
937-429-5505

Laxmi Hospitality LLC
Dayton/Huber Heights, OH
5588 Merily Way
Huber Heights, OH 45424
937-233-4300

Old Fort Hospitality, Inc.
Defiance, OH
1037 Hotel Drive
Defiance, OH 43512
419-784-1515

H.I. Heritage Inn of Findlay, Inc.
Findlay, OH
921 Interstate Dr.
Findlay, OH 45840
419-422-5252

Gallipolis Lodging, LLC
Gallipolis, OH
444 State Route 7 South
Gallipolis, OH 45631
740-446-8000

Heath OH 703 LTD
Heath/Newark, OH
1008 Hebron Road
Heath, OH 43056
740-788-8991

Haribol Haribol, Inc.
Kent/Akron Area, OH
4406 State Route 43
Kent, OH 44240
330-673-8555

Startanium Hospitality Inc.
Lancaster, OH
2041 Schorway Drive
Lancaster, OH 43130
740-654-2999

Roschman Restaurant Administration, Inc.
Lima, OH
1933 Roschman Avenue
Lima, OH 45804
419-225-8300

H.I. Heritage Inn of Ontario, Inc.
Mansfield/Ontario, OH
1051 North Lexington Springmill Rd.
Mansfield, OH 44906
419-747-5353

March Investors, Ltd.
Marietta, OH
508 Pike Street
Marietta, OH 45750
740-373-5353

Geeta Hospitality Incorporated
Marysville, OH
16610 Square Drive
Marysville, OH 43040
937-642-3777

Downtown Massillon Hotel, Ltd. an Ohio
Limited Lia
Massillon, OH
44 First Street, S.W.
Massillon, OH 44647
330-834-1144

Riverview Hospitality Corp.
New Philadelphia, OH
1299 W. High Street
New Philadelphia, OH 44663
330-339-7000

Slumber, Ltd.
Newcomerstown, OH
200 Morris Crossing
Newcomerstown, OH 43832
740-498-9800

Minesh, Mahendra, Ashok, Dipak and
Ramesh Shah
Richfield, OH
4860 Brecksville Road
Richfield, OH 44286
330-659-6662

North Coast Inn III, Inc.
Sandusky/Central, OH
6100 Milan Road
Sandusky, OH 44870
419-609-9000

EXHIBIT A

North Coast Inn, Inc.
Sandusky/Milan, OH
11600 US 250 Milan Road
Milan, OH 44846
419-499-4911

Sidney Host LLC
Sidney, OH
1600 Hampton Court
Sidney, OH 45365
937-498-8888

A1 Hospitality, Inc.
Springfield, OH
101 W. Leffel Lane
Springfield, OH 45505
937-325-8480

Crown Hotels Inc.
Steubenville, OH
820 University Boulevard
Steubenville, OH 43952
740-282-9800

Stow Hotel Associates, LLC
Stow, OH
4331 Lakepointe Corporate Drive
Stow, OH 44224
330-945-4160

Rod A. Kagy
Tiffin, OH
2492 St. Rt. 231
Tiffin, OH 44883
419-443-5300

Bennett Enterprises, Inc.
Toledo-South/Maumee, OH
1409 Reynolds Road
Maumee, OH 43537-1625
419-893-1004

SPS, INC.
Troy, OH
45 Troy Town Drive
Troy, OH 45373
937-339-7801

Balaji Hospitality, L.L.C.
Washington Court House, OH
11484 Allen Road NW
Jeffersonville, OH 43128
740-948-9499

Hospitality Associates Limited Partnership
Wheeling/St. Clairsville, OH
51130 National Rd. E
Saint Clairsville, OH 43950
740-695-3961

Son-Rise Hotels III, LLC
Wooster, OH
4253 Burbank Road
Wooster, OH 44691
330-345-4424

Gamete, Inc.
Youngstown-North, OH
4400 Belmont Avenue
Youngstown, OH 44505
330-759-9555

Meander Inn, Inc.
Youngstown-West I-80, OH
880 N. Canfield-Niles Road
Youngstown, OH 44515
330-544-0660

H.I. Heritage Inn of Youngstown, Inc.
Youngstown/Boardman, OH
7395 Tiffany South
Poland, OH 44514
330-758-5191

H.I. Heritage Inn of Zanesville, Inc.
Zanesville, OH
1009 Spring Street
Zanesville, OH 43701
740-453-6511

OKLAHOMA

Bartlesville Lodging, L.L.C.
Bartlesville, OK
130 S.E. Washington Boulevard
Bartlesville, OK 74006
918-333-4051

SONTAG, Inc.
Clinton, OK
2000 Lexington
Clinton, OK 73601
580-323-4267

Sunny Demla
Duncan, OK
2301 North Hwy 81
Duncan, OK 73533
580-255-1700

EXHIBIT A

Long Investments, LLC
Miami, OK
115 Deacon Turner Road
Miami, OK 74354
918-541 1500

SBN Hospitality L.L.C.
Muskogee, OK
3100 Military Boulevard
Muskogee, OK 74401
918-682-2587

Hare Krishna, Inc.
Norman, OK
309 Norman Center Court
Norman, OK 73072
405-366-2100

W2005 New Century Hotel Portfolio, L.P.
Oklahoma City-Airport I-40, OK
1905 South Meridian Avenue
Oklahoma City, OK 73108-1719
405-682-2080

Govinda, Inc.
Oklahoma City-I-40 E. (Tinker AFB)
1833 Center Drive
Midwest City, OK 73110
405-732-5500

Maya Inn, Inc.
Oklahoma City-Northwest, OK
3022 Northwest Expressway
Oklahoma City, OK 73112
405-947-0953

Ghotra Investment Limited Liability
Company
Oklahoma City/Edmond, OK
300 Meline Drive
Edmond, OK 73034
405-844-3037

H.I. Heritage Inn of Oklahoma City, Inc.
Oklahoma City/Quail Springs, OK
13500 Plaza Terrace
Oklahoma City, OK 73120
405-752-7070

Sadguru, Inc.
Oklahoma City/Yukon, OK
1351 Canadian Court
Yukon, OK 73099
405-350-6400

Midwest Heritage Inn of Shawnee, Inc.
Shawnee, OK
4851 N. Kickapoo
Shawnee, OK 74801
405-275-1540

W2005 New Century Hotel Portfolio, L.P.
Tulsa, OK
3209 S. 79th East Ave.
Tulsa, OK 74145
918-663-1000

Tulsa Motel Investment, Inc.
Tulsa/Broken Arrow, OK
2300 W. Albany Street
Broken Arrow, OK 74012
918-251-6060

Patidar Hospitality, L.L.C.
Tulsa/Sand Springs, OK
7852 West Parkway Boulevard
Tulsa, OK 74127
918-245-8500

OREGON

Kornbluth Enterprises, Inc.
Eugene, OR
3780 W. 11th Avenue
Eugene, OR 97402
541-431-1225

Summit Hospitality I, LLC
Medford, OR
1122 Morrow Road
Medford, OR 97504
541-779-0660

Florencein, Inc.
Pendleton, OR
101 SW Nye Avenue
Pendleton, OR 97801
541-276 3500

Pollin Hotels, L.L.C.
Portland-Airport, OR
8633 NE Airport Way
Portland, OR 97220
503-288-2423

The OM Clackamas LLC
Portland/Clackamas, OR
9040 SE Adams
Clackamas, OR 97015
503-655-7900

EXHIBIT A

Narendra R. Patel & Jaya N. Patel
Portland/Gresham, OR
3039 NE 181st Ave.
Portland, OR 97230
503-669-7000

PENNSYLVANIA

Yamunaji Corporation
Allentown, PA
7471 Keebler Way
Allentown, PA 18106
610-391-1500

HIAP LIMITED PARTNERSHIP
Altoona, PA
180 Charlotte Drive
Altoona, PA 16601
814-941-3500

Shrima, Inc.
Bedford, PA
4235 Business Route 220
Bedford, PA 15522
814-624-0101

ABELL DEVELOPMENT CO.
Belle Vernon, PA
1525 Broad Avenue Extension
Belle Vernon, PA 15012
724-929-8100

Daniel J. Millett
Bloomsburg, PA
255 Papermill Road
Bloomsburg, PA 17815
570-380-1020

Hersha Hospitality Management L.P.
Carlisle, PA
1164 Harrisburg Pike
Carlisle, PA 17013
717-240-0200

FALLING SPRING CORP.
Chambersburg, PA
955 Leshar Rd.
Chambersburg, PA 17202
717-261-9185

Landmark Hospitality, Inc.
Clarion, PA
4 Hospital Drive
Clarion, PA 16214
814-226-4444

Daniel J. Millett
Clarks Summit/Scranton, PA
890 Northern Boulevard
Clarks Summit, PA 18411
570-586-1515

Global Star Properties, Inc.
Clearfield, PA
1777 Industrial Park Road
Clearfield, PA 16830
814-765-8300

Hersha Hospitality Management L.P.
Danville, PA
97 Old Valley School Road
Danville, PA 17821
570-271-2500

Lionville Hotel Associates, L.P.
Downington/Exton, PA
4 North Pottstown Pike
Exton, PA 19341
610-363-5555

BHAVI MOTEL, L.L.C.
Doylestown, PA
1570 Easton Rd.
Warrington, PA 18976
215-343-8400

Dubois Inn, A Limited Partnership
Du Bois, PA
1582 Bee Line Highway
Du Bois, PA 15801
814-375-1000

AHOC, LLC
Easton, PA
3723 Easton-Nazareth Highway
Easton, PA 18045
610-250-6500

Widewaters Brittonfield II Erie Hotel
Company, LLC
Erie-South, PA
8050 Old Oliver Road
Erie, PA 16509
814-866-6800

S.N.M. Enterprises, Inc.
Gettysburg, PA
1280 York Road
Gettysburg, PA 17325
717-338-9121

EXHIBIT A

Revest Properties
Greensburg, PA
1000 Towne Square Drive
Greensburg, PA 15601
724-838-8800

Hanover Partners, Ltd.
Hanover, PA
309 Wilson Ave.
Hanover, PA 17331
717-633-1117

U.D.H. Management Corp.
Harrisburg-East (Hershey Area), PA
4230 Union Deposit Rd.
Harrisburg, PA 17111
717-545-9595

High Hotels, Ltd.
Harrisburg-West, PA
4950 Ritter Road
Mechanicsburg, PA 17055
717-691-1300

K-88, Inc.
Harrisburg/Grantville/Hershey, PA
255 Bow Creek Road
Grantville, PA 17028
717-469-7689

M & B Inn Partners
Hazleton, PA
One Top of the Eighties Road
Hazleton, PA 18201
570-454-3449

Pride Hotels, Inc.
Indiana, PA
1275 Indian Springs Road
Indiana, PA 15701
724-349-7700

Revest Properties
Johnstown, PA
129 Commerce Court
Johnstown, PA 15904
814-262-7700

High Hotels, Ltd.
Lancaster, PA
545 Greenfield Rd.
Lancaster, PA 17601
717-299-1200

Jai Sai Hospitality L.L.C.
Lehigh, PA
877 Interchange Road
Lehigh, PA 18235
610-377-3400

Daniel J. Millett
Lewisburg, PA
140 International Drive
Lewisburg, PA 17837
570-522-8500

Hurp Hospitality, LLC
Manheim, PA
2764 Lebanon Road
Manheim, PA 17545
717-665-6600

Westfall Hospitality, LLC
Matamoras, PA
122 Westfall Town Drive
Matamoras, PA 18336
570-491-5280

Staralliance Hotels, Inc.
Meadville, PA
11446 Dawn Drive
Meadville, PA 16335
814-807-1446

Philly One TRS, LLC
Philadelphia-Convention Ctr, PA
1301 Race Street
Philadelphia, PA 19107
215-665-9100

Moody National Hospitality Philly Airport I,
LLC
Philadelphia-Int'l Arpt., PA
8600 Bartram Ave
Philadelphia, PA 19153
215-966-1300

1329 Bristol Pike Associates
Philadelphia-Northeast/Bensalem, PA
1329 Bristol Pike
Bensalem, PA 19020
215-245-5222

Grand Prix Fixed Lessee LLC
Philadelphia-Willow Grove, PA
1500 Easton Road
Willow Grove, PA 19090
215-659-3535

EXHIBIT A

Moody National Hospitality Philly Great Valley II,
Philadelphia/Great Valley, PA
635 Lancaster Ave.
Frazer, PA 19355
610-699-1300

W2007 BRV Realty, LP
Philadelphia/King of Prussia, PA (Valley)
530 W. Dekalb Pike (Rt. 202)
King of Prussia, PA 19406
610-962-8111

Moody National Hospitality Philly Plymouth III, LL
Philadelphia/Plymouth Meeting, PA
2055 Chemical Road
Plymouth Meeting, PA 19462
610-567-0900

Jay Dana, LLC
Pine Grove, PA
481 Suedberg Road
Pine Grove, PA 17963
570-345-4505

Beaver Valley Lodging, LLC
Pittsburgh Area-Beaver Valley/Center Tow
202 Fairview Drive
Monaca, PA 15061-2306
724-774-5580

Hamister Hospitality Pitt Airport, LP
Pittsburgh-Airport, PA
8514 University Boulevard
Moon Township, PA 15108-4205
412-264-0020

McKnight Road Pittsburgh L.P.
Pittsburgh-McKnight Rd., PA
4575 McKnight Road
Pittsburgh, PA 15237
412-939-3200

Apple Nine Hospitality Management, Inc.
Pittsburgh-University Center, PA
3315 Hamlet St.
Pittsburgh, PA 15213
412-681-1000

Hamister Hospitality Cranberry I, L.P.
Pittsburgh/Cranberry, PA
210 Executive Drive
Cranberry Township, PA 16066
724-776-1000

Hamister Hospitality Greentree, LP
Pittsburgh/Greentree, PA
555 Trumbull Dr.
Pittsburgh, PA 15205
412-922-0100

VHC Monroeville Associates, L.P.
Pittsburgh/Monroeville, PA
3000 Mossie Blvd.
Monroeville, PA 15146
412-380-4000

Revest Properties
Pittsburgh/West Mifflin, PA
1550 Lebanon Church Road
Pittsburgh, PA 15236
412-650-1000

Ramesh T. Joshi and Ketan R. Joshi
Quakertown, PA
1915 John Fries Highway
Quakertown, PA 18951
215-536-7779

PA Paper Mill LLC
Reading/Wyomissing, PA
1800 Papermill Rd.
Wyomissing, PA 19610
610-374-8100

Daniel J. Millett, John T. Millett & Brett A. Millett
Sayre, PA
3080 North Elmira Street
Sayre, PA 18840
570-882-1166

W2007 Equity Inns Realty, LLC
Scranton at Montage Mountain, PA
22 Montage Mountain Rd.
Scranton, PA 18507
570-342-7002

Hersha Hospitality Management L.P.
Selinsgrove/Shamokin Dam, PA
3 Stetler Ave.
US Route 11 and 15
Shamokin Dam, PA 17876
570-743-2223

Stonebridge Hospitality Partners, LP
Shrewsbury, PA
1000 Far Hills Drive
New Freedom, PA 17349
717-235-9898

EXHIBIT A

Whispering Hospitality LLC
Somerset, PA
324 Laurel Crest Road
Somerset, PA 15501
814-445-9161

W2007 Equity Inns Realty, LLC
State College, PA
1101 East College Ave.
State College, PA 16801
814-231-1590

OM Hospitality, LLC
Stroudsburg/Poconos, PA
114 South 8th Street
Stroudsburg, PA 18360
570-424-0400

DRLRD, Inc.
Uniontown, PA
698 West Main Street
Uniontown, PA 15401
724-430-1000

Washington, PA Hotel Limited Partnership
Washington, PA
119 Murtland Avenue
Washington, PA 15301
724-228-4100

Williamsport Inn, LLC
Williamsport, PA
140 Via Bella
Williamsport, PA 17701
570-323-6190

High Hotels, Ltd.
York, PA
1550 Mt. Zion Rd.
York, PA 17402
717-840-1500

RHODE ISLAND

Coventry Lodging Associates, LLC
Coventry, RI
850 Centre of New England Blvd.
Coventry, RI 02816
401-823-4041

Village Hotel Associates, LLC
South Kingstown/Newport Area, RI
20 Hotel Drive
South Kingstown, RI 02879
401-788-3500

SOUTH CAROLINA

RJAYR, LLC
Aiken, SC
100 Tamil Dr.
Aiken, SC 29803
803-648-2525

Deesha Enterprise Inc.
Anderson, SC
120 Interstate Blvd.
Anderson, SC 29621
864-375-1999

Ress Investment, LLC
Anderson/Alliance Business Park, SC
411 Alliance Parkway
Anderson, SC 29621
864-760-1000

CH Beaufort Hotel Partners, LLC
Beaufort, SC
2342 Boundary Street
Beaufort, SC 29902
843-986-0600

W2007 Equity Inns Realty, LLC
Charleston-Airport/Coliseum, SC
4701 Saul White Blvd.
North Charleston, SC 29418
843-554-7154

John Street Associates, LLC
Charleston-Historic District, SC
345 Meeting St.
Charleston, SC 29403
843-723-4000

DI Partners, L.L.C.
Charleston/Daniel Island, SC
160 Fairchild Street
Charleston, SC 29492
843-216-6555

SAFHI, INC.
Charleston/Mt. Pleasant Patriots Point,
255 Sessions Way
Mount Pleasant, SC 29464
843-881-3300

Nirman Enterprises Associates
Clemson, SC
851 Tiger Blvd.
Clemson, SC 29631
864-653-7744

EXHIBIT A

Palmetto Investment Group, Inc.
Columbia I-20/Clemson Road, SC
1021 Clemson Frontage Road
Columbia, SC 29229
803-788-4901

Quality Oil Company, Limited Partnership
Columbia I-26/Harbison Blvd., SC
101 Woodcross Drive
Columbia, SC 29212
803-749-6999

Capital City Hotels, LLC
Columbia-Downtown Historic Dist, SC
822 Gervais Street
Columbia, SC 29201
803-231-2000

W2007 Equity Inns Realty, LLC
Columbia-I-26 Airport, SC
1094 Chris Dr.
West Columbia, SC 29169
803-791-8940

Columbia Hotel Ventures, LLC
Columbia-Northeast, SC
1551 Barbara Drive
Columbia, SC 29223
803-865-8000

Naman Lexington I, LLC
Columbia/Lexington, SC
601 Columbia Ave. (Hwy. 378)
Lexington, SC 29072
803-356-8300

Easley Hotel Group, LLC
Easley, SC
8 Southern Center Court
Easley, SC 29640
864-343-3636

Imperial Investments-Gaffney, L.L.C.
Gaffney, SC
115 Nancy Creek Road
Gaffney, SC 29341
864-206-0011

Georgetown Hotel Associates, L.L.C.
Georgetown-Marina, SC
420 Marina Drive
Georgetown, SC 29440
843-545-5000

WAL Lodging, L.L.C.
Greenville I-385 - Woodruff RD., SC
15 Park Woodruff Dr.
Greenville, SC 29607
864-213-8200

Bahi of SC, LLC
Greenville-Airport, SC
47 Fisherman Lane
Greenville, SC 29615
864-288-3500

Greenville HHP-II, LLC
Greenville-Haywood, SC
246 Congaree Road
Greenville, SC 29607
864-288-1200

Infinite Hotel Group, Inc.
Greenville/Simpsonville, SC
3934 Grandview Drive
Simpsonville, SC 29680
864-963-9292

Heidi Enterprise Inc.
Greenwood, SC
1624 Bypass 72 NE
Greenwood, SC 29649
864-388-9595

HI Hilton Head, LLC
Hilton Head, SC
One Dillon Road
Hilton Head Island, SC 29926
864-681-7900

Hotel Ventures of Manning, Inc.
Manning, SC
2822 Paxville Highway
Manning, SC 29102
803-505-4800

Murrell's Inlet Ventures LLC
Murrells Inlet, SC
512 Courtfield Drive
Murrells Inlet, SC 29576
843-651-6687

Cane Patch Associates of Myrtle Beach
Myrtle Beach-Broadway @ The Beach
1140 Celebrity Circle
Myrtle Beach, SC 29577
843-916-0600

EXHIBIT A

Cane Patch Associates of Myrtle Beach
Myrtle Beach-Northwood, SC
620 75th Avenue North
Myrtle Beach, SC 29572
843-497-0077

South Carolina Hotel, LLC
Myrtle Beach-West, SC
4551 Highway 501
Myrtle Beach, SC 29579
843-236-0045

Newberry Investments, LLC
Newberry-Opera House, SC
1201 Nance Street
Newberry, SC 29108
803-276-6666

FOUR PALS, INC.
North Charleston, SC
7424 Northside Drive
North Charleston, SC 29420
843-820-2030

APM III Associates, LLC
North Myrtle Beach-Harbourgate, SC
2112 Little River Neck Road
North Myrtle Beach, SC 29582
843-249-1997

Naman Orangeburg, LLC
Orangeburg, SC
3583 St. Matthews Road
Orangeburg, SC 29118
803-531-6400

Litchfield Hotel Associates, L.L.C.
Pawley's Island, SC
150 Willbrook Blvd.
Pawleys Island, SC 29585
843-235-2000

Rock South, LLC
Rock Hill, SC
2111 Tabor Drive
Rock Hill, SC 29730
803-325-1100

H.I. of Santee, Inc.
Santee - I-95, SC
9060 Old #6 Highway
Santee, SC 29142
803-854-2444

Imperial Investments Chesnee, LLC
Spartanburg-North I-85, SC
121 Traveller Drive
Spartanburg, SC 29303
864-577-9080

KM-CARO-LYN, Inc.
Summerville, SC
1015 Jockey Court
Summerville, SC 29483
843-871-8300

APM I Associates, LLC and APM II
Associates, LLC
Sumter, SC
1370 Broad Street Ext.
Sumter, SC 29150
803-469-2222

Travelers Rest Enterprises, Inc.
Travelers Rest, SC
593 Roe Center Court
Travelers Rest, SC 29690
864-834-5550

RASS, INC.
Walterboro, SC
1835 Sniders Highway
Walterboro, SC 29488
843-538-2300

Group South Hotels, Inc.
Yemassee, SC
139 Frampton Drive
Yemassee, SC 29945
843-726-9222

SOUTH DAKOTA

Four Aces Lodging Group, LLC
Deadwood, SD
531 Main Street
Deadwood, SD 57732
605-578-1893

Thomsen Family L.L.C.
Mitchell, SD
1920 Highland Way
Mitchell, SD 57301
605-995-1575

Shri Hari LLP
North Sioux City, SD
101 S. Sodracs Dr.
North Sioux City, SD 57049
605-232-9739

EXHIBIT A

Chrisbro, L.L.C.
Rapid City, SD
1720 Rapp Street
Rapid City, SD 57701
605-348-1911

Hari Har, Inc.
Sioux Falls, SD
2417 S. Carolyn Avenue
Sioux Falls, SD 57106
605-362-1700

TENNESSEE

Arun Deean, Deepak Deean, Ramesh
Deean, Yatish Pat
Athens, TN
1821 Holiday Drive
Athens, TN 37303
423-745-2345

Bristol Hotel Associates, L.P.
Bristol, TN
3299 West State St.
Bristol, TN 37620
423-764-3600

Ayers, Ltd.
Caryville-I-75/Cove Lake St Pk, TN
4459 Veteran's Memorial Hwy
Caryville, TN 37714
423-562-9888

W2007 Equity Inns Realty, LLC
Chattanooga-Airport/I-75, TN
7013 Shallowford Road
Chattanooga, TN 37421
423-855-0095

Lookout HI, LLC
Chattanooga-Downtown/Lookout Mountain,
TN
2420 Williams Street
Chattanooga, TN 37408
423-265-0077

FFP, LLC
Chattanooga-North/Ooltewah, TN
6145 Weir Way
Ooltewah, TN 37363
423-305-6800

S H, INC.
Chattanooga-W-I-24/Lookout Mountain, TN
3641 Cummings Highway
Chattanooga, TN 37419
423-821-5500

ATTRAY ASSOCIATES, L.L.C.
Chattanooga/Hixson, TN
1920 Hamill Road
Hixson, TN 37343
423-877-3100

JMR Realty, LLC
Clarksville, TN
190 Holiday Drive
Clarksville, TN 37040
931-552-2255

TRS Subsidiary, LLC
Cleveland, TN
185 James Asbury Dr., NW
Cleveland, TN 37312
423-559-1001

Columbia Commons General Partnership
Columbia, TN
1551 Halifax Drive
Columbia, TN 38401
931-540-1222

Vasant G. (Vince) Hari
Cookeville, TN
1025 Interstate Drive
Cookeville, TN 38501
931-520-1117

RM Properties
Crossville, TN
64 Hospitality Drive
Crossville, TN 38555
931-707-7170

United Hospitality Corporation
Dandridge, TN
126 Sharon Drive
Dandridge, TN 37725
865-940-1200

SAIRAM, L.L.C.
Dickson, TN
1080 East Christi Road
Dickson, TN 37055
615-446-1088

EXHIBIT A

Dyersburg Hotel Company, LLC
Dyersburg, TN
2750 Mall Loop Road
Dyersburg, TN 38024
731-285-4778

Ernst-Western Corporation
Gallatin, TN
980 Village Green Crossing
Gallatin, TN 37066
615-206-9595

Leconte Creek, LLC
Gatlinburg, TN
967 Parkway
Gatlinburg, TN 37738
865-436-4878

S & R of Greeneville I, LLC
Greeneville, TN
3130 E. Andrew Johnson Highway
Greeneville, TN 37745
423-638-3735

Pleasantburg Hospitality, Inc.
Johnson City, TN
508 N. State of Franklin Rd.
Johnson City, TN 37604
423-929-8000

Kingsport Hotel Associates, L.P.
Kingsport, TN
2000 Enterprise Place
Kingsport, TN 37660
423-247-3888

ENN Knoxville 3, L.L.C.
Knoxville-Airport, TN
148 International Ave.
Alcoa, TN 37701
865-983-1101

Strawplains Hotel Partners, LLC
Knoxville-East, TN
7445 Sawyer Lane
Knoxville, TN 37924
865-525-3511

LS, Inc.
Knoxville-West at Cedar Bluff, TN
9128 Executive Park Dr.
Knoxville, TN 37923
865-693-1101

Lenoir City Hotel Partners, LLC
Lenoir City, TN
585 Fort Loudon Medical Center Dr.
Lenoir City, TN 37772
865-988-2000

Omkar, Inc.
Manchester, TN
33 Paradise Street
Manchester, TN 37355
931-728-3300

Room Masters, LLC
Martin, TN
5575 Skyhawk Parkway
Martin, TN 38237
731-587-5800

VMN Memphis, LLC
Memphis-I-240 at Thousand Oaks, TN
2700 Perkins Rd., S.
Memphis, TN 38118
901-367-1234

W2007 Equity Inns Realty, LLC
Memphis-Poplar, TN
5320 Poplar Ave.
Memphis, TN 38119
901-683-8500

Hacks Cross Enterprises, LLC
Memphis-Southwind, TN
3579 Hacks Cross Road
Memphis, TN 38125
901-754-8454

W2005 New Century Hotel Portfolio, L.P.
Memphis-Walnut Grove/Baptist East, TN
33 Humphrey Center Dr.
Memphis, TN 38120
901-747-3700

SGR, LLC
Memphis/Collierville, TN
1280 West Poplar Avenue
Collierville, TN 38017
901-854-9400

Shivani, LLC of Morristown
Morristown, TN
3750 W. Andrew Johnson Highway
Morristown, TN 37814
423-587-0952

EXHIBIT A

MMR Crossings I, LLC
Nashville-I-24 Hickory Hollow, TN
210 Crossings Place
Antioch, TN 37013
615-731-9911

OMSHIV LLC
Nashville/Bellevue-I-40, TN
7815 Coley Davis Road
Nashville, TN 37221
615-662-3133

Northumberland Hotel Partners, LLC
Nashville/Brentwood-I-65S, TN
5630 Franklin Pike Circle
Brentwood, TN 37027
615-373-2212

Heritage Hospitality, LLC
Nashville/Goodlettsville, TN
202 Northgate Circle
Goodlettsville, TN 37072
615-851-2828

CHS West End, LLC
Nashville/Vanderbilt, TN
1919 West End Avenue
Nashville, TN 37203
615-329-1144

Vasant U. Patel & Tarulata V. Patel
Oak Ridge, TN
208 S. Illinois Avenue
Oak Ridge, TN 37830
865-482-7889

Jerry N. Lewis
Paris/KY Lake Area, TN
1510 East Wood Street
Paris, TN 38242
731-642-2838

W2007 Equity Inns Realty, LLC
Pickwick Dam-At Shiloh Falls, TN
90 Old South Rd.
Counce, TN 38326
731-689-3031

Turkey Creek Hospitality, Inc.
Sevierville, TN
681 Winfield Dunn Pkwy.
Sevierville, TN 37876
865-429-2005

Ernst-Western Corporation
Springfield, TN
620 22nd Avenue East
Springfield, TN 37172
615-384-1166

Tullahoma Hospitality, L.L.C.
Tullahoma, TN
1922 North Jackson St.
Tullahoma, TN 37388
931-461-5222

Union City Hotel Management, L.L.C.
Union City, TN
2201 W. Reelfoot Avenue
Union City, TN 38261
731-885-8850

TEXAS

Heritage Inn Number XVII. Limited
Partnership
Abilene, TX
3917 Ridgemont Drive
Abilene, TX 79606
325-695-0044

Keval Hotel, L.P.
Alice, TX
3135 East Main Street
Alice, TX 78332
361-664-1111

ANG Alpine Hospitality LLC
Alpine, TX
2607 West Highway 90
Alpine, TX 79830
432-837-7344

Amarillo HHP-II, LLC
Amarillo, TX
1700 I-40 East
Amarillo, TX 79103
806-372-1425

ENN Austin, L.L.C.
Austin-North@IH-35 Hwy 183, TX
7619 I-35 North
Austin, TX 78752
512-452-3300

Austin Lodging, Inc.
Austin/Airport Area South, TX
4141 Governors Row
Austin, TX 78744
512-442-4040

EXHIBIT A

Apple Nine Services Austin Arboretum, Inc.,
Austin/Arboretum Northwest, TX
3908 West Braker Lane
Austin, TX 78759
512-349-9898

Apple Nine Services Round Rock, Inc.,
Austin/Round Rock, TX
110 Dell Way
Round Rock, TX 78664
512-248-9100

37 Hotel Beaumont, LLC
Beaumont, TX
3795 I-H10 South
Beaumont, TX 77705
409-840-9922

HJK Hospitality Inc.
Brownwood, TX
1103 Riverside Drive
Brownwood, TX 76801
325-641-1122

Burk Express, Ltd.
Burkburnett, TX
1008 Sheppard Road
Burkburnett, TX 76354
940-569-8109

ENN College Station, L.L.C.
College Station, TX
320 Texas Ave., S.
College Station, TX 77840
979-846-0184

Heritage Inn Number V. Limited Partnership
Corpus Christi, TX
5209 Blanche Moore Dr.
Corpus Christi, TX 78411
361-985-8395

Palak Investments, Inc.
Corpus Christi-Northwest/I-37, TX
11233 Interstate Highway 37
Corpus Christi, TX 78410
361-241-9300

South Texas Hotels, LP
Corpus Christi/Padre Island, TX
14430 South Padre Island Drive
Corpus Christi, TX 78418
361-949-9777

Portland Properties, Inc.
Corpus Christi/Portland, TX
1705 Highway 181 North
Portland, TX 78374
361-777-1500

Black Canyon Hospitality, Inc.
Dallas-North/I-35E at Walnut Hill, TX
11069 Composite Drive
Dallas, TX 75229
972-484-6557

Rockwall RMKP, LP
Dallas-Rockwall, TX
1549 Laguna Drive
Rockwall, TX 75087
469-698-9494

W2007 Equity Inns Realty, L.P.
Dallas/Addison
4505 Beltway Drive
Addison, TX 75001
972-991-2800

AMCO Partners, Ltd.
Dallas/Arlington-DFW (Six Flags)
2050 North Highway 360
Grand Prairie, TX 75050
972-988-8989

Irving Lodging, LLC
Dallas/Fort Worth Airport South, TX
4340 W. Airport Freeway
Irving, TX 75062
972-986-3606

RT-Las Colinas Associates, L.P.
Dallas/Irving-Las Colinas, TX
820 Walnut Hill Lane
Irving, TX 75038
972-753-1232

Lodging Concepts, Inc.
Dallas/Lewisville, TX
885 S. Stemmons Freeway
Lewisville, TX 75067
972-420-1318

Shree II Siddhi Vinayak, LTD
Dallas/Richardson (Central Expwy), TX
1577 Gateway Blvd.
Richardson, TX 75080
972-234-5400

EXHIBIT A

Eagle Pass Hospitality of Texas Ltd.
Eagle Pass, TX
3301 E. Main Street
Eagle Pass, TX 78852
830-757-5565

Fort Stockton Hospitality, Inc.
Fort Stockton, TX
2271 West I-10
Fort Stockton, TX 79735
432-336-9600

Heritage Inn Number XXX. Limited
Partnership
Fort Worth-Southwest I-20, TX
4799 SW Loop 820
Fort Worth, TX 76132
817-346-7845

Hillsboro Innkeepers I, Ltd
Hillsboro, TX
102 Dynasty Drive
Hillsboro, TX 76645
254-582-9100

Seabrook Hospitality, LP
Houston NASA (Johnson Space Center), TX
3000 Nasa Road One
Seabrook, TX 77586
281-532-9200

Highway 290 Hotel Partnership, Ltd.
Houston-Brookhollow, TX
12909 Northwest Freeway
Houston, TX 77040
713-939-7100

W2005 New Century Hotel Portfolio, L.P.
Houston-Hobby Airport, TX
8620 Airport Blvd.
Houston, TX 77061
713-641-6400

Moody National HH Bedford Houston MT,
LP
Houston-I-10 West/Energy Corr, TX
11333 Katy Freeway
Houston, TX 77079
713-935-0022

Shenandoah Motel Corporation
Houston-I-45 North, TX
18484 I-45 South
The Woodlands, TX 77384
936-273-3400

Galleria Tenant Corporation
Houston-Near the Galleria, TX
4500 Post Oak Pkwy.
Houston, TX 77027
713-871-9911

Esmeralda Hospitality Limited
Houston-Northwest, TX
20035 Northwest Freeway
Houston, TX 77065
281-890-2299

Heritage Inn Number XXVIII. Limited
Partnership
Houston-Texas City, TX
2320 FM 2004
Texas City, TX 77591
409-986-6686

Heritage Inn Number LIV. Limited
Partnership
Houston-Willowbrook Mall, TX
7645 West FM 1960
Houston, TX 77070
281-955-2400

VMV, LLC
Houston/Baytown, TX
7211 Garth Rd.
Baytown, TX 77521
281-421-1234

S & S Union Inc.
Houston/Deer Park-Ship Channel Area, TX
1450 Center Street
Deer Park, TX 77536
281-930-9091

Humble Capital Group, L.L.C.
Houston/Humble, TX
20515 Highway 59 North
Humble, TX 77338
281-446-4800

Omkar Enterprises Pearland, LP
Houston/Pearland, TX
6515 Broadway Street
Pearland, TX 77581
832-736-9977

Heritage Inn Number XXXVIII
Houston/Stafford, TX
4714 Techniplex Dr.
Stafford, TX 77477
281-565-0559

EXHIBIT A

TECHNO-LODGING, L.P.
Kerrville, TX
2038 Sidney Baker Street
Kerrville, TX 78028
830-257-0600

Aisha Hospitality, LLC
Kilgore, TX
3109 Highway 259 North
Kilgore, TX 75662
903-983-3300

KRNS, L.C.
Killeen, TX
2702 O.W. Curry Drive
Killeen, TX 76542
254-554-7110

Baldev R. Bhakta
Kingsville, TX
2489 South U.S. Hwy 77
Kingsville, TX 78363
361-592-9800

W2005 New Century Hotel Portfolio, L.P.
Laredo, TX
7903 San Dario
Laredo, TX 78045
956-717-8888

Lindale Lodging, L.P.
Lindale/Tyler Area, TX
3505 South Main
Lindale, TX 75771
903-882-1002

Livingston Innkeepers II, Ltd.
Livingston, TX
1510 US Highway 59 South Loop
Livingston, TX 77351
936-327-2300

Universal Award, Inc.
Longview, TX
112 South Access Road
Longview, TX 75603
903-758-0959

Heritage Inn Number XXI, Limited
Partnership
Lubbock, TX
4003 South Loop 289
Lubbock, TX 79423
806-795-1080

Heritage Hotels Marble Falls, LLC (f/k/a
Heritage
Marble Falls-On The Lake, TX
704 First Street
Marble Falls, TX 78654
830-798-1895

Happy Lodging, Inc.
Marshall, TX
5100 South East End Boulevard
Marshall, TX 75672
903-927-0079

Vinod M. Bhakta & Vasant G. Hari
Midland, TX
5011 West Loop 250 North
Midland, TX 79707
432-520-9600

ODHI Development, L.P.
Odessa, TX
3923 John Ben Sheppard Pkwy
Odessa, TX 79762
432-363-2900

Jai Ram, Inc.
Orange, TX
2080 Interstate 10 West
Orange, TX 77632
409-883-2500

PMP Duncan, LLC
Pampa, TX
2820 North Perryton Parkway
Pampa, TX 79065
806-669-1555

Mihir Enterprises, Inc.
Paris, TX
3563 NE Loop 286
Paris, TX 75460
903-784-6536

ANG Pecos Hospitality LLC
Pecos, TX
191 South Frontage Road
Pecos, TX 79772
432-447-0174

Collin Hospitality, L.P.
Plano/North Dallas, TX
4901 Old Sheppard Place
Plano, TX 75093
972-519-1000

EXHIBIT A

Heritage Inn Number XXIV.Limited Partnership
San Angelo, TX
2959 Loop 306
San Angelo, TX 76904
325-942-9622

ENN Leasing Company, Inc.
San Antonio-Dwtn (Riverwalk), TX
414 Bowie Street
San Antonio, TX 78205
210-225-8500

San Antonio HHP-II, LLC
San Antonio-Northwest/Seaworld Area
4803 Manitou Dr.
San Antonio, TX 78228
210-684-9966

SPN Hotel, Ltd.
San Antonio-Northwoods, TX
2127 Gold Canyon Drive
San Antonio, TX 78232
210-404-1144

Encore San Antonio Leaseco, Inc.
San Antonio/Six Flags, TX
11010 I-10 West
San Antonio, TX 78230
210-561-9058

Spar Enterprises LP
Seguin, TX
1130 Larkin Ave
Seguin, TX 78155
830-379 4400

Texoma Hospitality, Inc.
Sherman, TX
2904 Michelle Drive
Sherman, TX 75090
903-893-9333

Cox Hospitality Group, LLC
Sulphur Springs, TX
1202 Mockingbird Lane
Sulphur Springs, TX 75482
903-439-4646

West Texas Hotels, LLC
Sweetwater, TX
302 SE Georgia Avenue
Sweetwater, TX 79556
325-235-3337

Heritage Inn Number III, Limited Partnership
Temple, TX
1414 SW H.K. Dodgen Loop
Temple, TX 76504
254-778-6700

VAJYA, L.L.C.
Tyler, TX
3130 Troup Highway
Tyler, TX 75701
903-596-7752

Van Horn Lodging LLC
Van Horn, TX
1921 SW Frontage Road
Van Horn, TX 79855
432-283-0088

Goose Development Corp.
Victoria, TX
7006 North Navarro
Victoria, TX 77904
361-573-9911

Royal Living, Inc.
Waco, TX
4259 North I-35
Waco, TX 76705
254-412-1999

NPAK, Inc.
Weatherford, TX
2524 S. Main Street
Weatherford, TX 76087
817-599-4800

Heritage Inn Number LXX, Limited Partnership
Wichita Falls-Sikes Senter Mall, TX
4217 Kemp Blvd.
Wichita Falls, TX 76308
940-692-1999

UTAH

Safari Property Management, Inc.
Cedar City, UT
1145 S. Bentley Boulevard
Cedar City, UT 84720
435-586-5000

MSO, LLC
Lehi-Thanksgiving Point, UT
3576 North Maple Loop
Lehi, UT 84043
801-766-1186

EXHIBIT A

Saddleback Lodging, Inc.,
Logan, UT
1665 North Main Street
Logan, UT 84341
435-713-4567

James P. Koehler
Moab, UT
488 North Main Street
Moab, UT 84532
435-259-3030

Summit Hospitality I, LLC
Provo, UT
1511 South 40 East
Provo, UT 84601
801-377-6396

Mark W. Greenwood and Carla C.
Greenwood, Joint Te
Richfield, UT
1100 West 1350 South
Richfield, UT 84701
435-896-0373

Dee's Inc.
Salt Lake City-Central, UT
2055 South Redwood Road
Salt Lake City, UT 84104
801-886-0703

The Inn Group, L.L.C.
Salt Lake City-Downtown, UT
425 South 300 West
Salt Lake City, UT 84101
801-741-1110

Cottontree Hospitality Group, an Idaho
limited par
Salt Lake City-North, UT
2393 South 800 West
Woods Cross, UT 84087
801-296-1211

Kent O. Clausen, Mary H. Clausen, Cal A.
Clause
Salt Lake City/Layton, UT
1700 N. Woodland Park Drive
Layton, UT 84041
801-775-8800

Millcreek Property Management, Inc.
Salt Lake City/Murray, UT
606 West 4500 South
Salt Lake City, UT 84123
801-293-1300

Bien Venue, Inc.
Salt Lake City/Sandy, UT
10690 S. Holiday Park Dr.
Sandy, UT 84070
801-571-0800

Dixie Paradise Property, LC
St. George, UT
53 North River Road
Saint George, UT 84790
435-652-1200

Great American Motor Inn, Inc.
Tooele, UT
461 South Main Street
Tooele, UT 84074
435-843-7700

Tremonton Hospitality LLC
Tremonton, UT
2145 West Main Street
Tremonton, UT 84337
435-257-6000

VERMONT

Cousins Bennington Hotel, LLC
Bennington, VT
51 Hannaford Square
Bennington, VT 05201
802-440-9862

Maple Lodging Inc.
Brattleboro, VT
1378 Putney Road
Brattleboro, VT 05301
802-254-5700

Burlington Hotel Investment Group, LLC
Burlington, VT
42 Lower Mountain View Drive
Colchester, VT 05446
802-655-6177

Butson Rutland, LLC
Rutland, VT
47 Farrell Road
Rutland, VT 05701
802-773-9066

Butson White River Junction II, LLC
White River Junction, VT
104 Ballardvale Drive
White River Junction, VT 05001-3830
802-296-2800

EXHIBIT A

VIRGINIA

Atlantic Host, LLC
Abingdon, VA
340 Commerce Drive
Abingdon, VA 24211
276-619-4600

4800 Hotel Properties, LLC
Alexandria, VA
4800 Leesburg Pike
Alexandria, VA 22302
703-671-4800

MJS Corporation
Alexandria-Old Town/King St., VA
1616 King Street
Alexandria, VA 22314
703-299-9900

I & B Services, Inc.
Charlottesville, VA
2035 India Rd
Charlottesville, VA 22901
434-978-7888

Ebbitt Corporation
Chester, VA
12610 Chestnut Hill Road
Chester, VA 23836
804-768-8888

Quality Oil Company, LLC
Christiansburg/Blacksburg, VA
380 Arbor Drive
Christiansburg, VA 24073
540-381-5874

Riverside Motel Corp.
Danville, VA
2130 Riverside Drive
Danville, VA 24540
434-793-1111

Jayam, Inc.
Dublin, VA
4420 Cleburne Boulevard
Dublin, VA 24084
540-674-5700

Cascades Hospitality Corporation
Dulles/Cascades, VA
46331 McClellan Way
Sterling, VA 20165
703-450-9595

Smital Corporation
Dumfries/Quantico, VA
16959 Old Stage Road
Dumfries, VA 22025
703-441-9900

Ninety Five LLC
Emporia, VA
898 Wiggins Road
Emporia, VA 23847
434-634-9200

Fair Lee Associates Limited Partnership
Fairfax City, VA
10860 Fairfax Boulevard
Fairfax, VA 22030
703-385-2600

Sunchase Inn, LLC
Farmville, VA
300 Sunchase Boulevard
Farmville, VA 23901
434-392-8826

Aikens Corporation
Front Royal, VA
9800 Winchester Road
Front Royal, VA 22630
540-635-1882

Hariaum Corporation
Ft. Chiswell/Max Meadows, VA
199 Ft. Chiswell Road
Max Meadows, VA 24360
276-637-4027

Vishram, LLC
Gainesville/Haymarket, VA
7300 Atlas Walk Way
Gainesville, VA 20155
703-753-1500

Raga Corporation
Galax, VA
205 Cranberry Road
Galax, VA 24333
276-238-4605

GH2, L.L.C.
Gloucester, VA
6638 Forest Hill Avenue
Gloucester, VA 23061
804-693-9393

EXHIBIT A

Paradise II, LLC
Hampton/Newport News, VA
3101 Coliseum Drive
Hampton, VA 23666
757-838-1400

Valley Motel Company
Harrisonburg, VA
85 University Boulevard
Harrisonburg, VA 22801
540-432-1111

Dominion Hotel Company
Harrisonburg-South, VA
43 Covenant Drive
Harrisonburg, VA 22801
540-437-0090

Milo C. Cockerham, Inc.
Hillsville, VA
90 Farmers Market Road
Hillsville, VA 24343
276-728-2345

HI of Lexington, LLC
Lexington-Historic Area, VA
401 E. Nelson Street
Lexington, VA 24450
540-463-2223

Choice Inn, Inc.
Lynchburg, VA
5604 Seminole Avenue
Lynchburg, VA 24502
434-237-2704

Sudley Inn Partnership
Manassas, VA
7295 Williamson Blvd.
Manassas, VA 20109
703-369-1100

Daly GC, Inc.
Martinsville, VA
50 Hampton Drive
Martinsville, VA 24112
276-647-4700

Newport Associates, L.L.C
Newport News-Victory Boulevard, VA
151 Ottis Street
Newport News, VA 23602
757-989-8977

W2007 Equity Inns Realty, LLC
Norfolk-Naval Base, VA
8501 Hampton Boulevard
Norfolk, VA 23505-1009
757-489-1000

701A Woodlake Drive, LLC
Norfolk/Chesapeake(Greenbrier Area), VA
701A Woodlake Dr.
Chesapeake, VA 23320
757-420-1550

Churchland Motel Associates
Norfolk/Chesapeake/Portsmouth, VA
3235 Western Branch Blvd.
Chesapeake, VA 23321
757-484-5800

Astra Acquisitions, LLC
Norfolk/Virginia Beach, VA
5793 Greenwich Rd.
Virginia Beach, VA 23462
757-490-9800

Horizon Partners II, LLC
Petersburg/Ft. Lee, VA
11909 South Crater Road
Petersburg, VA 23805
804-732-1400

Shamin - HAM, Inc.
Petersburg/Hopewell, VA
5103 Plaza Drive
Hopewell, VA 23860
804-452-1000

Roslyn Hotel, LLC
Petersburg/Southpark Mall, VA
403 East Roslyn Road
Colonial Heights, VA 23834
804-520-7333

Shamin-Mechanicsville Hospitality, L.C.
Richmond-Mechanicsville, VA
7433 Bell Creek Road
Mechanicsville, VA 23111-3452
804-559-0559

Hospitality Midlothian, L.C.
Richmond-Midlothian Turnpike, VA
800 Research Road
Richmond, VA 23236
804-897-2800

EXHIBIT A

Shanti Investments, Inc.
Richmond-North/Ashland, VA
705 England Street
Ashland, VA 23005
804-752-8444

HOSPITALITY TWO, L.C.
Richmond-Southwest (Hull Street), VA
3620 Price Club Boulevard
Midlothian, VA 23112
804-675-0000

Cedar Inns, L. C.
Richmond-West, VA
10800 W. Broad St.
Glen Allen, VA 23060
804-747-7777

Audubon IV, LLC
Richmond/Airport, VA
421 International Center Drive
Sandston, VA 23150
804-226-1888

Hambell LLC
Richmond/South, VA
4300 Commerce Road
Richmond, VA 23234
804-743-3550

Eastern Motor Inns, Inc.
Roanoke-Airport, VA
6621 Thirlane Rd.
Roanoke, VA 24019
540-265-2600

PD Lodging Associates, LLC
Roanoke/Hollins - I-81, VA
7922 Plantation Rd.
Roanoke, VA 24019
540-563-5656

Virginia Eastern Company, L.L.C.
Roanoke/Salem, VA
1886 Electric Road
Salem, VA 24153
540-776-6500

SML Hotel, LLC
Smith Mountain Lake/Gretna, VA
200 McBride Lane
Gretna, VA 24557
434-656-9000

Mrugesh P. Thanawala & Thakor G. Patel
South Hill, VA
I-85 & U.S. 58
200 Thompson St.
South Hill, VA 23970
434-447-4600

LLI Enterprises, Inc.(VA)
Springfield, VA
6550 Loisdale Court
Springfield, VA 22150
703-924-9444

Paras Corporation
Stafford/Quantico-Aquia, VA
2925 Jefferson Davis Hwy.
Stafford, VA 22554
540-657-0999

HI of Staunton, L.L.C.
Staunton, VA
40 Payne Lane
Staunton, VA 24401
540-886-7000

MST Hospitality, LLC
Stony Creek, VA
10476 Blue Star Highway
Stony Creek, VA 23882
434-246-5500

Ocean Ranch Motel Corporation
Virginia Beach-Oceanfront North, VA
3107 Atlantic Avenue
Virginia Beach, VA 23451
757-428-7233

11th Street, L.C.
Virginia Beach/Oceanfront South, VA
1011 Atlantic Avenue
Virginia Beach, VA 23451
757-965-2300

Highlands of Warrenton, L.L.C.
Warrenton, VA
501 Blackwell Road
Warrenton, VA 20186
540-349-4200

Dulles South Hospitality LLC
Washington-Dulles Int'l. Apt. So.
4050 Westfax Dr.
Chantilly, VA 20151
703-818-8200

EXHIBIT A

HI of Waynesboro, LLC
Waynesboro/Stuarts Draft, VA
15 Four Square Lane
Fishersville, VA 22939
540-213-9500

Aikens & Allen L.P., L.L.P.
Winchester-North, VA
1204 Berryville Avenue
Winchester, VA 22601
540-678-4000

Duff's Motel, Inc.
Winchester-University/Mall Area, VA
1655 Apple Blossom Drive
Winchester, VA 22601
540-667-8011

Twinkle Woodbridge, LLC
Woodbridge, VA
1240 Annapolis Way
Woodbridge, VA 22191
703-490-2300

United Investors Virginia, L.C.
Wytheville, VA
950 Pepper's Ferry Road
Wytheville, VA 24382
276-228-6090

WASHINGTON

Scion Hotel Management LLC
Bellingham-Airport, WA
3985 Bennett Drive
Bellingham, WA 98225
360-676-7700

Tri States Development - Ellensburg, LLC
Ellensburg, WA
2705 Triple L Loop
Ellensburg, WA 98926
509-933-1600

Oakwood Inns, L.L.C.
Richland/Tri-Cities, WA
486 Bradley Boulevard
Richland, WA 99352
509-943-4400

Airport Investment Company, Inc.
Seattle-Airport, WA
19445 International Boulevard
Seattle, WA 98188
206-878-1700

Tukwila Hotel, LLC
Seattle/Southcenter, WA
7200 South 156th Street
Tukwila, WA 98188
425-228-5800

Douglass & Vandervert Developments
Spokane, WA
2010 S. Assembly Road
Spokane, WA 99224
509-747-1100

WEST VIRGINIA

W2007 Equity Inns Realty, LLC
Beckley, WV
110 Harper Park Drive
Beckley, WV 25801
304-252-2121

Bridgeport Hotel Limited Partnership
Bridgeport/Clarksburg, WV
1515 Johnson Ave.
Bridgeport, WV 26330
304-842-9300

Mayfair Hotels, Inc.
Buckhannon, WV
1 Commerce Boulevard
Buckhannon, WV 26201
304-473-0900

Charleston, WV Hotel Limited Partnership
Charleston-Downtown, WV
1 Virginia Street West
Charleston, WV 25302
304-343-9300

Hospitality Ventures Limited Liability
Company
Charleston-Southridge, WV
#1 Preferred Place
Charleston, WV 25309
304-746-4646

Center Designs, L.L.C.
Elkins, WV
480 Plantation Drive
Elkins, WV 26241
304-630-7500

S.K.P. & R., L.L.C.
Huntington/Barboursville, WV
One Cracker Barrell Drive
Barboursville, WV 25504
304-733-5300

EXHIBIT A

Aikens Corporation
Inwood, WV
4758 Gerrardstown Road
Inwood, WV 25428
304-229-6677

Brier Properties, L.L.C.
Lewisburg, WV
30 Coleman Drive
Lewisburg, WV 24901
304-645-7300

Winchester Hospitality, LLC
Martinsburg, WV
975 Foxcroft Avenue
Martinsburg, WV 25401
304-267-2900

W2007 Equity Inns Realty, LLC
Morgantown, WV
1053 Van Voorhis Road
Morgantown, WV 26505
304-599-1200

SKP and R, LLC-W-4
Parkersburg, WV
64 Elizabeth Pike
Mineral Wells, WV 26150
304-489-2900

SWV Hotel Limited Partnership
Princeton, WV
277 Meadowfield Lane
Princeton, WV 24740
304-431-2580

J. C. Baker & Son, Inc.
Summersville, WV
5400 Webster Road
Summersville, WV 26651
304-872-7100

Motel Property Development Corporation
Wheeling, WV
795 National Road
Wheeling, WV 26003
304-233-0440

SKP and R, LLC-W-1
Winfield/Teays Valley, WV
4190 State Route 34
Hurricane, WV 25526
304-760-7292

WISCONSIN

Midwest Lodging Investors X, LLC
Appleton, WI
350 Fox River Drive
Appleton, WI 54913
920-954-9211

OCI Properties I, LLC
Eau Claire, WI
2622 Craig Road
Eau Claire, WI 54701
715-833-0003

Elkhorn Hotel Group, LLC
Elkhorn, WI
40 West Hidden Trail
Elkhorn, WI 53121
262-743-2360

OAB GreenBay Hotel, LLC
Green Bay, WI
2840 Ramada Way
Green Bay, WI 54304-5786
920-498-9200

Grand Valley Hospitality, LLC
Janesville, WI
2400 Fulton Street
Janesville, WI 53546
608-754-4900

OAB Onalaska Hotel, LLC
La Crosse/Onalaska, WI
308 Hampton Court
Onalaska, WI 54650
608-779-5000

Madison East Lodging Investors, LLC f/k/a
Midwest
Madison-East Towne Mall Area, WI
4820 Hayes Rd.
Madison, WI 53704
608-244-9400

Milwaukee Airport Lodging Partners Limited
Partner
Milwaukee-Airport, WI
1200 West College Avenue
Milwaukee, WI 53221
414-762-4240

EXHIBIT A

Milwaukee Lodging Associates, LLP
Milwaukee-Northwest, WI
5601 N. Lover's Lane Rd.
Milwaukee, WI 53225-2201
414-466-8881

Midwest Lodging Investors IV, LLC
Milwaukee/Brookfield, WI
575 North Barker Road
Brookfield, WI 53045
262-796-1500

Village Park Hospitality, L.L.C.
Plover/Stevens Point, WI
3090 Village Park Drive
Plover, WI 54467
715-295-9900

R & M Stump Investments, LLC
Tomah, WI
219 Buan Street
Tomah, WI 54660
608-374-3800

First Lodging Partners IV Limited
Partnership
Wausau, WI
615 S. 24th Avenue
Wausau, WI 54401
715-848-9700

WYOMING

PJP Enterprises, Inc.
Cheyenne, WY
1781 Fleischli Parkway
Cheyenne, WY 82001
307-632-2747

SIVM Motel, Inc.
Evanston, WY
101 Wasatch Road
Evanston, WY 82930
307-789-5678

Ghazanfar Khan, Mohammed Khan &
Zulfigar Khan
Gillette, WY
211 Decker Court
Gillette, WY 82716
307-686-2000

The Bed Company of Wyoming, Inc.
Laramie, WY
3715 East Grand Avenue
Laramie, WY 82070
307-742-0125

Estes Hospitality, LLC
Rawlins, WY
406 Airport Road
Rawlins, WY 82301
307-324-2320

Timberline Hospitalities
Rock Springs, WY
1901 Dewar Drive
Rock Springs, WY 82901
307-382-9222

Prime Lodging, Inc.
Sheridan, WY
980 Sibley Circle
Sheridan, WY 82801
307-673-2734

EXHIBIT A

HAMPTON INN & SUITES

LIST OF FRANCHISES

As of December 31, 2010, franchised hotels were in operation at the following locations:

ALABAMA

Athens Hotel Partners, LLC
Athens/I-65, AL
1222 Kelli Drive
Athens, AL 35613
256-232-2377

Tutwiler Hotel, LLC
Birmingham-Downtown/Tutwiler, AL
2021 Park Place
Birmingham, AL 35203
205-322-2100

AUM Hoover, LLC
Birmingham-Riverchase/Galleria, AL
4520 Galleria Boulevard
Hoover, AL 35244
205-380-3300

Shiva Group, L.L.C.
Birmingham/East I-20, AL
3930 Grants Mill Road
Birmingham, AL 35210
205-933-0444

AUM Properties, L.L.C.
Birmingham/Pelham, AL
232 Cahaba Valley Road
Pelham, AL 35124
205-313-9500

Apple Six Hospitality Management, Inc.
Dothan, AL
4684 Montgomery Highway
Dothan, AL 36303
334-671-7672

Windwood - Florence, LLC
Florence-Downtown, AL
505 South Court Street
Florence, AL 35630
256-767-8282

Hospitality Group, L.L.C.
Huntsville/Hampton Cove, AL
6205 Hwy 431 South
Huntsville, AL 35763
256-532-2110

Greater Valley Hospitality Group, LLC
Lanett/I-85, AL
4210 Phillips Road
Lanett, AL 36863
334-576-5400

MHG of Mobile, Alabama #5, LLC
Mobile I-65 @ Airport Blvd., AL
1028 West I-65 Service Road South
Mobile, AL 36609
251-343-4007

Darryl G. Lapointe
Mobile-Providence Park/Airport Area, AL
525 Providence Park Drive East
Mobile, AL 36695
251-776-5866

Windwood - Mobile, LLC
Mobile/Downtown-Historic District, AL
62 South Royal Street
Mobile, AL 36602
251-436-8787

P & T Hospitality, L.L.C.
Montgomery-Downtown, AL
100 Commerce Street
Montgomery, AL 36104
334-265-1010

Alabama Hotel Properties, LLC
Montgomery-Eastchase, AL
7651 EastChase Parkway
Montgomery, AL 36117
334-277-1818

Opelika Hotels I, LLC
Opelika-I-85-Auburn Area, AL
3000 Capps Way
Opelika, AL 36804
334-745-4311

ZMC Hotels, Inc.
Oxford/Anniston, AL
210 Colonial Drive
Oxford, AL 36203
256-831-8958

EXHIBIT A

RAM Hospitality, LLC
Phenix City (Columbus Area), AL
620 Martin Luther King Jr. Parkway
Phenix City, AL 36869
334-664-0776

Scottsboro Developments, LLC
Scottsboro, AL
24747 John T. Reid Parkway
Scottsboro, AL 35768
256-259-5200

ALASKA

K2 Fairbanks, LLC
Fairbanks, AK
433 Harold Bentley Avenue
Fairbanks, AK 99701
800-HAMPTON

ARIZONA

Saco Management, Inc.
Flagstaff/West/Nau Area, AZ
2400 S. Beulah Blvd.
Flagstaff, AZ 86001
928-913-0900

Mohave Hospitality, LLC
Kingman, AZ
1791 Sycamore Avenue
Kingman, AZ 86409
928-692-0200

Campbell Lodging, Inc.
Phoenix Airport South, AZ
4234 S. 48th Street
Phoenix, AZ 85040
602-438-8688

Chandler Spectrum Lodging Investors I, LLC
Phoenix Chandler/Fashion Center, AZ
1231 South Spectrum Boulevard
Chandler, AZ 85286
480-917-9500

Glendale Westgate Lodging Investors, LLC
Phoenix Glendale/Westgate, AZ
6630 North 95th Avenue
Glendale, AZ 85305
623-271-7771

Deer Valley Lodging Investors, LLC
Phoenix North/Happy Valley, AZ
2550 West Charlotte Drive
Phoenix, AZ 85085
623-516-9300

Byrd Enterprises of Arizona, Inc.
Phoenix-Goodyear, AZ
2000 N. Litchfield Road
Goodyear, AZ 85395
623-536-1313

Paramount Investor Group, L.L.C.
Phoenix/Gilbert, AZ
3265 South Market Street
Gilbert, AZ 85297
480-543-1500

Zenith Management Company
Phoenix/Scottsdale, AZ
16620 North Scottsdale Road
Scottsdale, AZ 85254
480-348-9280

VRE Holding II, L.L.C.,
Phoenix/Tempe-ASU, AZ
1429 N. Scottsdale Road
Tempe, AZ 85281
480-675-9799

Lonesome Valley Hospitality, LLC
Prescott Valley, AZ
2901 North Glassford Hill Road
Prescott Valley, AZ 86314
928-772-1800

WMH Enterprises LLC
Show Low/Pinetop, AZ
1501 East Woolford Road
Show Low, AZ 85901
928-532-4444

Trivest Hotels, LLC
Surprise, AZ
14783 West Grand Avenue
Surprise, AZ 85374
623-537-9122

CPX Tucson Gateway OPAG, LLC
Tucson East, AZ
251 South Wilmot Road
Tucson, AZ 85710

EXHIBIT A

520-514-0500

Saunders Hotels, L.L.C.
Tucson-Mall, AZ
5950 North Oracle Road
Tucson, AZ 85704
520-618-8000

Yuma One Limited Partnership
Yuma, AZ
1600 East 16th Street
Yuma, AZ 85365
928-329-5600

ARKANSAS

MHG Little Rock HN, LP
Little Rock-Downtown, AR
320 River Market Avenue
Little Rock, AR 72201
501-244-0600

New Project, L.L.C.
Little Rock-West, AR
1301 South Shackelford Road
Little Rock, AR 72211
501-537-3000

Boerne Texas Investment Associates, LLC
Pine Bluff, AR
511 Mallard Loop
Pine Bluff, AR 71603
870-850-7488

Atrium TRS II, L.P.
Springdale, AR
1700 S. 48th Street
Springdale, AR 72762
479-756-3500

CALIFORNIA

West Coast Lodging Developers, L.L.C.
Agoura Hills, CA
30255 Agoura Road
Agoura Hills, CA 91301
818-597-0333

Knel Corporation
Arcata, CA
4750 Valley West Blvd
Arcata, CA 95521
707-822-5896

Spectrum Hotel #1, LLC
Bakersfield North/Airport, CA
8818 Spectrum Park Way
Bakersfield, CA 93308
661-391-0600

Prime Hospitality Services, LLC
Bakersfield/Hwy 58, CA
7941 East Brundage Lane
Bakersfield, CA 93307
661-321-9424

Sagemont - Banning, LLC
Banning/Beaumont, CA
6071 Joshua Palmer Way
Banning, CA 92220
951-922-1000

Hospitality Express II, L.L.C.
Barstow, CA
2710 Lenwood Road
Barstow, CA 92311
760-253-2600

LLO OPERATOR, INC.,
Camarillo, CA
50 W. Daily Drive
Camarillo, CA 93010
805-389-9898

Orion Hospitality LLC
Chino Hills, CA
3150 Chino Avenue
Chino Hills, CA 91709
909-591-2474

Apple Nine Hospitality Management, Inc.
Clovis - Airport North, CA
855 Gettysburg Avenue
Clovis, CA 93612
559-348-0000

Dominguez Plaza Hotel, LLC
Colton/San Bernardino Area, CA
250 North 9th Street
Colton, CA 92324
909-370-2424

Redwood Oceanfront Resort LLC
Crescent City, CA

EXHIBIT A

100 A Street
Crescent City, CA 95531
707-465-5400

Los Angeles-Burbank Airport, CA
7501 North Glenoaks Boulevard
Burbank, CA 91504
818-768-1106

Folsom Lodging, LLC
Folsom, CA
155 Placerville Road
Folsom, CA 95630
916-235-7744

Dominion International, Inc.
LOS ANGELES/BUENA PARK/DISNEY
7828 E. Orangethorpe Avenue
Buena Park, CA 90621
714-670-7200

37 Hotel Fresno, LLC
Fresno, CA
327 E. Fir Avenue
Fresno, CA 93720
559-447-5900

Harbor Suites, LLC
LOS ANGELES/DISNEYLAND
AREA/ANAHEIM
11747 Harbor Blvd.
Garden Grove, CA 92840
714-703-8800

H COAST, LLC
Hemet, CA
3700 West Florida Avenue
Hemet, CA 92545
951-929-7373

Nick Nishanian
Los Angeles/Sherman Oaks, CA
5638 Sepulveda Blvd.
Sherman Oaks, CA 91411
818-785-2211

Hermosa Hotel Investment, LLC
Hermosa Beach, CA
1530 Pacific Coast Highway
Hermosa Beach, CA 90254
310-318-7800

Balaji Hotels, Inc.
Madera, CA
3254 Airport Dr
Madera, CA 93637
559-661 0910

Victoria Development Company
Highland, CA
27959 Highland Avenue
Highland, CA 92346
909-862-8000

Manteca Lodging, LLC
Manteca, CA
1461 Bass Pro Drive
Manteca, CA 95336
209-823-1926

K Partners Lancaster I, LP
Lancaster, CA
2300 W. Double Play Way
Lancaster, CA 93536
661-940-9194

Incline Hotels, Inc.
Merced, CA
225 South Parsons Avenue
Merced, CA 95340
209-386-1210

Balu K. Patel & Anjana B. Patel
Lathrop, CA
103 East Louise Avenue
Lathrop, CA 95330
209-982-5070

Aleena Investments, LLC
Modesto/Salida, CA
4921 Sisk Road
Salida, CA 95368
209-543-3650

Geweke VII, L.P.
Lodi, CA
1337 South Beckman Road
Lodi, CA 95240
209-369-2700

Palmetto Hospitality of Moreno Valley I, LLC
Moreno Valley, CA
12611 Memorial Way
Moreno Valley, CA 92553
951-571-7788

Five Stars Hospitality, LLC

EXHIBIT A

Krishna Mountain View, Inc.
Mountain View/Silicon Valley, CA
390 Moffett Blvd.
Mountain View, CA 94043-4726
650-988-0300

Balaji Alameda LLC
Oakland Airport/Alameda, CA
1700 Harbor Bay Parkway
Alameda, CA 94502
510-521-4500

Moody National Ontario MT, LLC
Ontario, CA
4500 East Mills Circle
Ontario, CA 91764
909-980-9888

Dutt Hospitality Group, Inc.
Palm Desert, CA
74-900 Gerald Ford Drive
Palm Desert, CA 92211
760-340-1001

K Partners Palmdale LP
Palmdale, CA
39428 Trade Center Drive
Palmdale, CA 93551
661-265-7400

Pacific Coast Hotel Properties I, LLC
Paso Robles, CA
212 Alexa Court
Paso Robles, CA 93446
805-226-9988

BMS Investments 5, LLC
Pittsburg, CA
1201 California Avenue
Pittsburg, CA 94565
925-473-1300

Kumar Hotels, Inc.
Red Bluff, CA
520 Adobe Road
Red Bluff, CA 96080-9623
530-529-9916

Larkspur Group, LLC
Redding, CA
2160 Larkspur Lane
Redding, CA 96002
530-224-1001

K Partners Ridgecrest III, LP
Ridgecrest, CA
104 East Sydnor Avenue
Ridgecrest, CA 93555
760-446-1968

Riverside Lodging Associates LLC
Riverside/Corona East, CA
4250 Riverwalk Parkway
Riverside, CA 92505
951-352-5020

CPX Rohnert Gateway OPAG, LLC
Rohnert Park/Sonoma County, CA
6248 Redwood Drive
Rohnert Park, CA 94928
707-586-8700

Roseville-H.I.S. I, Inc.
Roseville, CA
110 North Sunrise Avenue
Roseville, CA 95661
916-772-9900

ARS Hospitality, Inc.
Sacramento-Cal Expo, CA
2230 Auburn Blvd.
Sacramento, CA 95821
916-927-2222

Geweke Natomas 11, L.P.
Sacramento-North Natomas, CA
3021 Advantage Way
Sacramento, CA 95834
916-928-5700

Dominion Lodging Elk Grove, LLC
Sacramento/Elk Grove Laguna I-5, CA
2305 Longport Ct
Elk Grove, CA 95758
916-683 9545

QSSC, LLC
San Clemente, CA
2481 S. El Camino Real
San Clemente, CA 92672
949-366-1000

Ocean Park Hotels - PWY, LLC
San Diego/Poway, CA
14068 Stowe Drive
Poway, CA 92064
858-391-1222

EXHIBIT A

Saturn Investment Group, LLC
San Francisco/Burlingame, CA
1755 Bayshore Highway
Burlingame, CA 94010
650-697-5736

805-375-0376

Apple Eight Hospitality Management, Inc.
Tulare, CA
1100 N. Cherry Street
Tulare, CA 93274
559-686-8700

RAM DHNV MANAGEMENT, LLC
San Jose, CA
55 Old Tully Road
San Jose, CA 95111
408-298-7373

BKD Holdings
Vacaville/Napa Valley Area, CA
800 Mason Street
Vacaville, CA 95688
707-469-6200

SKAC Properties, LLC
Santa Ana/Orange County Airport, CA
2720 Hotel Terrace Drive
Santa Ana, CA 92705
714-556-3838

Palmetto Hospitality of West Sacramento I,
LLC
West Sacramento, CA
800 Stillwater Road
West Sacramento, CA 95605
916-374-1909

2401 Seal Beach LLC
Seal Beach, CA
2401 Seal Beach Blvd
Seal Beach, CA 90740
562-594-3939

Bhadare/White Windsor, LLC
Windsor/Sonoma Wine Country, CA
8937 Brooks Road South
Windsor, CA 95492
707-837-9355

KHK Management, Inc.,
Stockton, CA
5045 Kingsley Road
Stockton, CA 95215
209-946-1234

Arvind Patel
Woodland/Sacramento Area, CA
2060 Freeway Drive
Woodland, CA 95776
530-662-9100

Waterfront Hotel Investors LLC
Suisun City Waterfront, CA
2 Harbor Center
Suisun City, CA 94585
707-429-0900

Geweke-Yuba Properties, L.P.
Yuba City, CA
1375 Sunsweet Blvd
Yuba City, CA 95991
530-751-1714

Leo & Lanise Burke
Tahoe/Truckee, CA
11951 State Highway 267
Truckee, CA 96161
530-587-1197

COLORADO

Ellsworth, LLC
Colorado Springs Air Force Academy/I-25
1307 Republic Drive
Colorado Springs, CO 80921
719-598-6911

Temecula Lodging, LLC
Temecula Valley Wine Country, CA
28190 Jefferson Avenue
Temecula, CA 92590
951-506-2331

CHMK World Arena Hotel Partners, LLC
Colorado Springs/I-25 South, CO
2910 Geyser Dr.
Colorado Springs, CO 80906
719-884-0330

Palmetto Hospitality of Thousand Oaks, LLC
Thousand Oaks, CA
510 North Ventu Park Road
Thousand Oaks, CA 91320

EXHIBIT A

Century Shree Corporation
Craig, CO
377 Cedar Court
Craig, CO 81625
970-826-9900

19010 East Cottonwood Drive
Parker, CO 80138
303-841-2977

Apple Nine Hospitality Management, Inc.
Pueblo-Southgate, CO
3315 Gateway Drive
Pueblo, CO 81004
719-566-1726

RLJ III - HA Denver Tech Center Lessee,
LLC
Denver Tech Center, CO
5001 S. Ulster Street
Denver, CO 80237
303-804-9900

Ashwin A. Amin
Pueblo/North, CO
4790 Eagleridge Circle
Pueblo, CO 81008
719-543-6500

Apple Six Services Glendale, Inc.
Denver-Cherry Creek, CO
4150 East Kentucky Avenue
Glendale, CO 80246
303-692-1800

Rifle Land LLC
Rifle, CO
499 Airport Road
Rifle, CO 81650
970-625-1500

IA Urban Hotels Denver TRS, L.L.C.
Denver-Downtown, CO
1845 Sherman Street
Denver, CO 80203
303-864-8000

Mesa Lodging L.L.C.
Steamboat Springs, CO
725 South Lincoln
PO Box 881510
Steamboat Springs, CO 80488-1510
970-871-8900

MNR, L.L.C
Denver-Littleton, CO
7611 Shaffer Parkway
Littleton, CO 80127
303-973-2400

CONNECTICUT

Krish Amin
Denver-Speer Boulevard, CO
2728 Zuni Street
Denver, CO 80211
303-455-4588

Merchant Founders Lodging, LLC
East Hartford, CT
351 Pitkin Street
East Hartford, CT 06108
860-282-2500

Eagle Investors, Inc.
Denver/Highlands Ranch, CO
3095 W. County Line Road
Littleton, CO 80129
303-794-1800

Farmington Lodging, LLC
Hartford/Farmington, CT
301 Colt Highway
Farmington, CT 06032
860-674-8488

Spirit Hospitality, LLC
Greeley, CO
2350 West 29th St
Greeley, CO 80631
970-339-5525

Palmetto Hospitality of Manchester, LLC
Manchester, CT
1432 Pleasant Valley Road
Manchester, CT 06042
860-644-1732

Cottonwood Holdings Parker, LLC
Parker, CO

Olympia Equity Investors XX, LLC
Mystic, CT
6 Hendel Drive
Mystic, CT 06355
860-536-2536

EXHIBIT A

Sawmill Lessee, LLC
New Haven-South/West Haven, CT
510 Saw Mill Road
West Haven, CT 06516
203-932-0404

Greenwich Hospitality Group, LLC
Stamford, CT
26 Mill River Street
Stamford, CT 06902
203-353-9855

FLORIDA

Amelia Harbor View, LLC
Amelia Island/Hist Harbor Front, FL
19 South 2nd Street
Fernandina Beach, FL 32034
904-491-4911

W2007 Equity Inns Realty, LLC
Boynton Beach, FL
1475 West Gateway Boulevard
Boynton Beach, FL 33426
561-369-0018

Cape Hotel Suites, L.L.C.
Cape Coral-Fort Myers Area, FL
619 S.E. 47th Terrace
Cape Coral, FL 33904
239-540-1050

RLJ II - HA Clearwater Lessee, LLC
Clearwater/St. Petersburg Ulmerton Rd, F
4050 Ulmerton Rd.
Clearwater, FL 33762
727-572-7456

CHM Clermont Hotel Partners, LLC
Clermont, FL
2200 East Highway 50
Clermont, FL 34711
352-536-6600

MSCI 2006 - HQ10 Highway 98 Lodging,
LLC
Destin/Sandestin Area, FL
10861 Highway 98
Destin, FL 32550
850-837-7889

Stirling Hospitality, LLC
Fort Lauderdale-Arpt/Hollywood, FL
2500 Stirling Road
Hollywood, FL 33020

954-922-0011

MPC Hotels, Inc.
Fort Lauderdale/Miramar, FL
10990 Marks Way
Miramar, FL 33025
954-430-5590

Palmetto Hospitality of Tamarac I, LLC
Fort Lauderdale/West-Sawgrass/Tamarac, F
5701 Madison Avenue
Tamarac, FL 33321
800-4267866
Summerlin Square, LLC
Fort Myers Beach/Sanibel Gateway, FL
11281 Summerlin Square Blvd.
Fort Myers Beach, FL 33931
239-437-8888

NHR Investments, LLC
Fort Myers-Colonial Blvd., FL
4350 Executive Circle
Fort Myers, FL 33916
239-931-5300

Dilip (Dan) Patel
Fort Pierce, FL
1985 Reynolds Drive
Fort Pierce, FL 34945
772-828-4100

CHM Estero Hotel Partners, LLC
Ft. Myers/Estero, FL
10611 Chevrolet Way
Estero, FL 33928
239-947-5566

First Street Lodging, LLC
Gainesville-Downtown, FL
101 SE 1st Avenue
Gainesville, FL 32601
352-240-9300

EDCO, LTD.
Islamorada, FL
80001 Overseas Highway
Islamorada, FL 33036
305-664-0073

Elite Hospitality VI, LLC
Jacksonville-Airport, FL
13551 Airport Court
Jacksonville, FL 32218
904-741-4001

EXHIBIT A

Beaches Hospitality, LLC
Jacksonville-Beach Blvd/Mayo Clinic Area
13733 Beach Boulevard
Jacksonville, FL 32224
904-223-0222

Quality Oil Company, LLC
Jacksonville-Deerwood Park, FL
4415 Southside Blvd.
Jacksonville, FL 32216
904-997-9100

Impact Properties X, LLC
Jacksonville/South-Bartram Park, FL
13950 Village Lake Circle
Jacksonville, FL 32258
904-268-6264

Eagle FL I SPE, LLC
Lady Lake/The Villages, FL
11727 NE 63rd Drive
Lady Lake, FL 32162
352-259-8246

Arihunt Hospitality, Inc.
Lake City, FL
450 SW Florida Gateway Drive
Lake City, FL 32024
386-487-0580

Lake Mary Hotel Associates, LLC
Lake Mary at Colonial Townpark, FL
850 Village Oak Lane
Lake Mary, FL 32746
407-995-9000

KKM Enterprises, Inc.
Lake Wales, FL
22900 Hwy 27
Lake Wales, FL 33859
863-734-3000

Columbia Hospitality, Inc.
Lakeland-South/Polk Parkway, FL
3630 Lakeside Village Blvd
Lakeland, FL 33803
863-603-7600

Largo Hotel Partners, LLC
Largo, FL
100 East Bay Drive
Largo, FL 33770
727-585-3333

Airport Hotel Group, Ltd.
Miami-Airport South/Blue Lagoon, FL
777 NW 57th Avenue
Miami, FL 33126
305-262-5400

Apple Nine Hospitality Management, Inc.
Miami-Doral/Dolphin Mall, FL
11600 NW 41st Street
Miami, FL 33178
305-500-9300

Prime Hotel Group at Homestead, LLC
Miami-South/Homestead, FL
2855 N.E. 9th Street
Homestead, FL 33033
305-257-7000

Venture Hospitality Partners, Ltd.
Navarre, FL
7710 Navarre Parkway
Navarre, FL 32566
850-939-4848

Innisfree Hotels, Inc.
Ocala/Belleview, FL
2075 SW Highway 484
Ocala, FL 34473
352-347-1600

Alafaya Hotel Co., Inc.
Orlando-East/Univ.of Cen Fla., FL
3450 Quadrangle Boulevard
Orlando, FL 32817
407-282-0029

Hari OM, Inc. / ID I
Orlando-International Dr. No., FL
7448 North International Drive
Orlando, FL 32819
407-313-3030

South Park Hospitality, L.L.C.
Orlando-John Young Pkwy/S Park, FL
7500 Futures Drive
Orlando, FL 32819
407-226-3999

Big K, Inc.
Orlando/Apopka, FL
321 S. Lake Cortez Drive
Apopka, FL 32703

EXHIBIT A

407-880-7861

Osceola Lodging Associates, LLP
Orlando/South Lake Buena Vista, FL
4971 Calypso Cay Way
Kissimmee, FL 34746
407-396-8700

SAS Ventures, L.L.C.
Palm Coast-South, FL
150 Flagler Plaza Drive
Palm Coast, FL 32137
386-439-8999

Apple Nine Hospitality Management, Inc.
Panama City Beach/Pier Park Area, FL
13505 Panama City Beach Pkwy
Panama City Beach, FL 32407
850-230-9080

Apple Six Hospitality Management, Inc.
Pensacola-University Mall, FL
7050 Plantation Road
Pensacola, FL 32504
850-505-7500

Depa Hotel, Inc.
Port Richey, FL
11050 U.S. Highway 19
Port Richey, FL 34668
727-869-4900

155 SW Peacock Boulevard Holdings, LLC
PORT ST. LUCIE-WEST, FL
155 S.W. Peacock Boulevard
Port Saint Lucie, FL 34986
772-878-5900

SRQ Innovation Green, LLC
Sarasota/Bradenton-Airport, FL
975 University Parkway
Sarasota, FL 34243
941-355-8140

CCU Lodging Associates, L.L.C.
Sarasota/University Park, FL
8565 Cooper Creek Blvd
University Park, FL 34201
941-355-8619

Vista Hotel V, Inc.
St. Augustine/Vilano Beach, FL
95 Vilano Road

Saint Augustine, FL 32084
904-827-9797

Florencia Park, LLC
St. Petersburg-Downtown, FL
80 Beach Drive NE
Saint Petersburg, FL 33701
727-892-9900

CHM Stuart Hotel Partners, LLC
Stuart-North, FL
1150 NW Federal Highway
Stuart, FL 34994
772-692-6922

Sunshine Capital Hotels, LLC
TALLAHASSEE I-10/THOMASVILLE RD,
FL
3388 Lonnbladh Road
Tallahassee, FL 32308
850-574-4900

Llenroc Hospitality, LLC
Tampa-East, FL
11740 Tampa Gateway Blvd.
Seffner, FL 33584
813-630-4321

Murphco of Florida, Inc.
Tampa-North, FL
8210 Hidden River Parkway
Tampa, FL 33637
813-903-6000

Ybor Hospitality Operations, L.L.C.
Tampa-Ybor City/Downtown, FL
1301 East 7th Avenue
Tampa, FL 33605
813-247-6700

New Tampa Suites, LLC
Tampa/Wesley Chapel, FL
2740 Cypress Ridge Blvd
Wesley Chapel, FL 33544
813-973-2288

HDBVM Hospitality, Inc.
Tarpon Springs, FL
39284 U.S. Hwy 19 N
Tarpon Springs, FL 34689
727-945-7755

Heartland Venice Partners, LP

EXHIBIT A

Venice Bayside/South Sarasota, FL
881 Venetia Bay Blvd.
Venice, FL 34292
941-488-5900

Wellington Hospitality Ltd.
Wellington, FL
2155 Wellington Green Drive
Wellington, FL 33414
561-472-9696

Barclay Hospitality Services, Inc.
Atlanta/Duluth/Gwinnett Co., GA
1725 Pineland Road
Duluth, GA 30096
770-931-9800

Belair Inn & Suites, Inc.
Augusta-West, GA
4081 Jimmie Dyess Parkway
Augusta, GA 30909
706-860-1610

Brunswick Hotel, Inc.
Brunswick, GA
128 Venture Drive
Brunswick, GA 31525
912-261-0939

GEORGIA

North Point Augusta II, LLC
Alpharetta-Windward, GA
16785 Old Morris Road
Alpharetta, GA 30004
678-393-0990

Camp Creek Hotel II, LLC
Atlanta - I-285 & Camp Creek Parkway, GA
3450 Creek Pointe Drive
East Point, GA 30344
404-344-4474

Principal Hotel Group, LLC
Atlanta Six Flags, GA
999 Bob Arnold Blvd.
Lithia Springs, GA 30122
770-745-9990

Imperial Investments Airport, L.L.C.
Atlanta-Airport North, GA
3450 Bobby Brown Parkway
East Point, GA 30344
404-767-9300

FWH Atlanta Downtown, LLC
Atlanta-Downtown, GA
161 Spring Street NW
Atlanta, GA 30303
404-589-1111

Galleria, L.L.C.
Atlanta-Galleria, GA
2733 Circle 75 Parkway
Atlanta, GA 30339
770-955-1110

TRY-LA, Inc.
Flowery Branch, GA
4660 Holland Dam Road
Flowery Branch, GA 30542
770-965-0357

JOO Hotel Associates LLC
Jekyll Island, GA
200 South Beachview Drive
Jekyll Island, GA 31527
912-635-3733

River Chase Hospitality, Inc.
Macon I-75 North, GA
3954 River Place Dr.
Macon, GA 31210
478-803-5000

Shree Hari OHM Inc. of SAVNH
Savannah I-95 South/Gateway, GA
591 Al Henderson Blvd.
Savannah, GA 31419
912-921-1515

Savannah Hospitality Services, LLC
Savannah-Airport, GA
70 Stephen S. Green Drive
Savannah, GA 31408
912-966-1240

Oglethorpe Associates, LLC
Savannah-Historic District, GA
201 MLK Jr. Blvd.
Savannah, GA 31401
912-721-1600

EXHIBIT A

NP Savannah Midtown II, LLC
Savannah/Midtown, GA
20 Johnston Street
Savannah, GA 31405
912-721-3700

A&M Convention Center Hotel, LLC
Valdosta-Conference Center, GA
2 Meeting Place Drive
Valdosta, GA 31601
229-241-1234

IDAHO

Apple Nine Hospitality Management, Inc.
Boise-Downtown, ID
495 S Capitol Blvd.
Boise, ID 83702
208-331-1900

Hotel Developers Boise, LLC
Boise/Meridian, ID
875 South Allen Street
Meridian, ID 83642
208-887-3600

Glen Black Descendant's Trust
Coeur d' Alene, ID
1500 Riverstone Dr.
Coeur d'Alene, ID 83814
208-769-7900

Johnson Brothers Hospitality, LLC
Mountain Home, ID
3175 NE Foothills Avenue
Mountain Home, ID 83647
208-587-7300

Nampa Lodging Investors, LLC
Nampa at the Idaho Center, ID
5750 East Franklin Road
Nampa, ID 83687
208-442-0036

K2 Pocatello, L.L.C.
Pocatello, ID
151 Vista Drive
Pocatello, ID 83201
208-233-8200

ILLINOIS

First BNI, LLC
Bloomington/Normal, IL
320 S Towanda Ave.

Normal, IL 61761-2212
309-452-8900

Bolingbrook Motel, Inc.
Bolingbrook, IL
165 Remington Blvd.
Bolingbrook, IL 60440
630-759-7100

First FM, LLC
Chicago-Downtown, IL
33 West Illinois
Chicago, IL 60654
312-832-0330

Chicago North Shore Lodging Associates,
L.L.C.

Chicago-North Shore/Skokie, IL
5201 Old Orchard Road
Skokie, IL 60077
847-583-1111

K.S. Hospitality, Inc.
Chicago/Addison (Itasca Area), IL
1685 West Lake Street
Addison, IL 60101
630-495-9511

Midwest Management, Inc.
Chicago/Aurora, IL
2423 Bushwood Drive
Aurora, IL 60506
630-907-2600

Deer Park Hotel LLC
Chicago/Deer Park, IL
21660 West Lake Cook Road
Deer Park, IL 60010
847-726-0500

Vinayaka Hospitality LLC
Chicago/Hoffman Estates, IL
2825 Greenspoint Parkway
Hoffman Estates, IL 60169
847-882-4301

LPL28, LLC
Chicago/Libertyville, IL
2061 Shell Drive
Libertyville, IL 60048
847-680-8828

ECD-Lincolnshire Hotel, L.L.C.
Chicago/Lincolnshire, IL
1400 Milwaukee Avenue
Lincolnshire, IL 60069

EXHIBIT A

847-478-1400

Matteson Hotel Partners, LLC
Chicago/Southland-Matteson, IL
20920 Matteson Avenue
Matteson, IL 60443
708-748-4102

Fox River Hospitality, Inc.
Chicago/St. Charles, IL
2875 Foxfield Road
Saint Charles, IL 60174
630-584-0222

Sunrise Hospitality, Inc.
Danville, IL
370 Eastgate Dr.
Danville, IL 61834
217-442-3300

QC Air Hotel LLC
Moline/Quad City Int'l Airport, IL
2450 69th Avenue
Moline, IL 61265
309-762-1900

Petersen Hotels, LLC
Peoria at Grand Prairie, IL
7806 N. Route 91
Peoria, IL 61615
309-589-0001

Sunrise Hospitality, Inc.
Peru, IL
4421 North Peoria Street
Peru, IL 61354
815-220-8400

P.C. Motel Ventures, L.L.C.
Springfield-Southwest, IL
2300 Chuckwagon Drive
Springfield, IL 62711-7107
217-793-7670

G.C. Hotel Group, LLC
St. Louis/Edwardsville, IL
5723 Heritage Crossing Drive
Glen Carbon, IL 62034
618-589-5000

INDIANA

Brownsburg Lodging Associates, LLP

Brownsburg, IN
41 Maplehurst Drive
Brownsburg, IN 46112
317-852-5800

Rahee Hospitality Inc.
Crawfordsville, IN
2895 Gandhi Drive
Crawfordsville, IN 47933
765-362-8884

W2005/FARGO HOTELS (POOL C)
REALTY, L.P.
Fort Wayne-North, IN
5702 Challenger Parkway
Fort Wayne, IN 46818
260-489-0908

GS Lodging Venture, LLC
Greensburg, IN
2075 North Michigan Avenue
Greensburg, IN 47240
812-663-5000
Six Points Hotel Partners, LLC
Indianapolis-Airport, IN
9020 Hatfield Drive
Indianapolis, IN 46231
317-856-1000

J Enterprises Inn of Fishers, LLC
Indianapolis/Fishers, IN
11575 Commercial Drive
Fishers, IN 46038
317-913-0300

Fortune Hotels, LLC
Kokomo, IN
2920 South Reed Road
Kokomo, IN 46902
765-455-2900

Lakha Lodging Corp.
Muncie, IN
4220 Bethel Avenue
Muncie, IN 47304
765-288-8500

37 Hotel Munster, LLC
Munster, IN
8936 Calumet Avenue
Munster, IN 46321
219-836-5555

BLB Hospitality Corp.
Richmond, IN

EXHIBIT A

455 Commerce Rd.
Richmond, IN 47374
765-966-5200

Scottsburg Hospitality, LLC
Scottsburg, IN
1535 McClain Avenue
Scottsburg, IN 47170
812-752-1999

First Dome Co., LLC
South Bend, IN
52709 Indiana State Route 933
South Bend, IN 46637-3244
574-277-9373

77Valparaiso, LLC
Valparaiso, IN
1451 Silhavy Road
Valparaiso, IN 46385
219-531-6424

IOWA

ABC Investment, Inc.
Ankeny, IA
6210 SE Convenience Blvd
Ankeny, IA 50021
515-261-4400

Collins Hospitality, Inc.
Cedar Rapids/North, IA
1130 Park Place NE
Cedar Rapids, IA 52402
319-832-1130

Sajni Lodging, Inc.
Davenport, IA
5290 Utica Ridge Road
Davenport, IA 52807
563-441-0001

Marshalltown LLC
Marshalltown, IA
20 West Iowa Avenue
Marshalltown, IA 50158
641-753-6795

Sioux City Motel Development, Inc.
Sioux City-South, IA
4723 Southern Hills Drive
Sioux City, IA 51106
712-274-0100

KANSAS

Kansas Global Hotel, LLC
Kansas City/Merriam, KS
7400 West Frontage Road
Merriam, KS 66203
913-722-0800

RBH Hotel Wichita LLC
Wichita/Northeast, KS
2433 North Greenwich Road
Wichita, KS 67226
316-636-5594

KENTUCKY

Savannah Hotel Corporation
Hazard, KY
70 Morton Boulevard
Hazard, KY 41701
606-439-0902

Hopkinsville Hotel Company, LLC
Hopkinsville, KY
210 Richard Mills Drive
Hopkinsville, KY 42240
270-886-8800

Prithvi, LLC
Louisville-East, KY
1451 Alliant Ave
Louisville, KY 40299
502-809-9901

Pennyrile Hospitality, LLC
Madisonville, KY
1201 Center Street
Madisonville, KY 42431
270-825-2226

Murray Hospitality LLC
Murray, KY
1415 Lowes Drive
Murray, KY 42071
270-767-2226

Encore Hotels of Paducah, LLC
Paducah, KY
3901 Coleman Crossing Circle
Paducah, KY 42001
270-442-0200

EXHIBIT A

Barkley Lake Inn
Radcliff/Fort Knox, KY
150 Johnson Road
Radcliff, KY 40160
270-351-5777

Wilder Hospitality, L.L.C.
Wilder, KY
10 Hampton Lane
Wilder, KY 41076
859-441-3049

LOUISIANA

Alexandria Inn, LLC
Alexandria, LA
6124 West Calhoun Drive
Alexandria, LA 71303-5067
318-445-4449

South Baton Rouge Hotel, LLC
Baton Rouge/I-10 East, LA
11271 Reiger Road
Baton Rouge, LA 70809
225-751-4600

BRP Investments, L.L.C.
Baton Rouge/Port Allen, LA
2755 Commercial Drive
Port Allen, LA 70767
225-389-6655

Sunray Hospitality of Jennings, LLC
Jennings, LA
310 W Fred Ruth Zigler Memorial Dr.
Jennings, LA 70546
337-824-2699

Lafayette Hotel Group, LLC
LAFAYETTE, LA
1910 S. College Road
Lafayette, LA 70508
337-266-5858

Aaryan Hospitality, L.L.C.
Morgan City, LA
6365 Highway 182 East
Morgan City, LA 70380
985-221-4421

Jay Sachania & Arun Karsan
New Iberia, LA
400 Spanish Towne Boulevard
New Iberia, LA 70560
337-321-6700

Fulton Bag Hotel Company, L.L.C.
New Orleans-Convention Center, LA
1201 Convention Center Blvd.
New Orleans, LA 70130
504-566-9990

Elmwood Hotel Company, L.L.C.
New Orleans-Elmwood/Clearview Parkway
Ar
5150 Mounes Street
Harahan, LA 70123
504-733-5646

Shree Ram Enterprises of Bossier, LLC
Shreveport/South, LA
8340 Millicent Way
Shreveport, LA 71115
318-798-1320

Lodging America at Thibodaux, L.L.C.
Thibodaux, LA
826 North Canal Boulevard
Thibodaux, LA 70301
985-446-0900

MAINE

Peter Anastos
Rockland, ME
190 New County Road
Thomaston, ME 04861
207-594-6644

WELLS HOTEL, LLC
Wells/Ogunquit, ME
900 Post Road
Wells, ME 04090
207-646-0555

MARYLAND

High Annapolis Hotel, LLC
Annapolis, MD
124 Womack Drive
Annapolis, MD 21401
410-571-0200

Skye Arundel I LLC
Baltimore-Arundel Mills/BWI, MD
7027 Arundel Mills Circle
Hanover, MD 21076
410-540-9225

EXHIBIT A

131 East Redwood (Tenant), LLC
Baltimore-Inner Harbor, MD
131 East Redwood Street
Baltimore, MD 21202-1225
410-539-7888

Taney Avenue Hotel Company, LLC
Frederick/Fort Detrick, MD
1565 Opossumtown Pike
Frederick, MD 21702
301-696-1565

FRUITLAND PROPERTIES LLC
Fruitland/Salisbury South, MD
304 Prosperity Lane
Fruitland, MD 21826
410-548-1282

Palmetto Hospitality of National Harbor I,
LLC
National Harbor/Alexandria Area, MD
250 Waterfront St
Oxon Hill, MD 20745
301-567-3531

MASSACHUSETTS

Toole Properties, Inc.
Berkshires/Lenox, MA
445 Pittsfield Rd
Lenox, MA 01240
413-499-1111

Crosstown Center Hotel LLC
Boston-Crosstown Center, MA
811 Massachusetts Ave.
Boston, MA 02118-2605
617-445-6400

FED Hotel Properties, LLC
Cape Cod/West Yarmouth, MA
99 Main Street
Route 28
West Yarmouth, MA 02673
508-862-9010

66 Greenfield, LLC
Greenfield, MA
184 Shelburne Road
Greenfield, MA 01301
413-773-0057

Plymouth Hospitality, LLC
Plymouth, MA
10 Plaza Way
Plymouth, MA 02360
508-747-5000

Apple Eight Hospitality Massachusetts
Services, In
Westford/Chelmsford, MA
9 Nixon Road
Westford, MA 01886
978-392-1555

MICHIGAN

Detroit Airport Hotel Limited Partnership II
Detroit/Airport-Romulus, MI
31700 Smith Road
Romulus, MI 48174
734-595-0033

IMK LLC
Detroit/Canton, MI
1950 Haggerty Road North
Canton, MI 48187
734-844-1111

2000 Plus Hospitality, Inc.
Detroit/Sterling Heights, MI
36400 Van Dyke Avenue
Sterling Heights, MI 48312
586-276-0600

Alpine Holdings, L.L.C.
East Lansing/Okemos, MI
2200 Hampton Place
Okemos, MI 48864
517-349-6100

Alpine Flint, L.L.C.
Flint/Grand Blanc, MI
6060 Rashelle Drive
Flint, MI 48507
810-234-8400

28th Street Hotel, L.L.C.
Grand Rapids-Airport/28th Street, MI
5200 28th Street SE
Grand Rapids, MI 49512
616-575-9144

78Ninethstreet, LLC
Kalamazoo/Oshtemo, MI

EXHIBIT A

5059 South 9th Street
Kalamazoo, MI 49009
269-372-1010

77-131 Petoskey, LLC
Petoskey, MI
920 Spring Street
Petoskey, MI 49770
231-348-9555

MINNESOTA

fgd, LLC
Alexandria, MN
2705 South Broadway Street
Alexandria, MN 56308
320-763-3360

Edgewater Management, LLC
Bemidji, MN
1019 Paul Bunyan Drive South
Bemidji, MN 56601
218-751-3600

EOC Lino Lakes, LLC
Lino Lakes, MN
579 Apollo Drive
Lino Lakes, MN 55014
763-746-7999

Summit Hotel Properties, LLC
Minneapolis-St. Paul Airport, MN
2860 Metro Drive
Bloomington, MN 55425
952-854-7600

Apple Nine Hospitality Management, Inc.
Rochester/North, MN
2870 59th Street NW
Rochester, MN 55901
507-289-6100

ZMC Hotels, Inc.
Rogers, MN
13550 Commerce Blvd.
Rogers, MN 55374
763-425-0044

St. Cloud Lodging Associates, LLC
St. Cloud, MN
145 37th Ave. North
Saint Cloud, MN 56303
320-252-4448

MISSISSIPPI

{000011-999987 00176898.DOC; 2}
March 2011

Certified Hospitality Corporation
Grenada, MS
1545 Jameson Drive
Grenada, MS 38901
662-226-1886

Jackson Hotel Associates, LLC
Jackson-Coliseum, MS
320 Greymont Avenue
Jackson, MS 39202
601-352-1700

Laurel Hotels I, Inc.
Laurel, MS
1509 Jefferson Street
Laurel, MS 39440
601-399-0659

Sunray Hospitality of McComb, LLC
McComb, MS
109 Manisha Drive
McComb, MS 39648
601-249-4116

Prince Preferred Hotels Natchez LLC
Natchez, MS
627 South Canal Street
Natchez, MS 39120
601-446-6770

Inn of Vicksburg, Inc.
Vicksburg, MS
3330 Clay St.
Vicksburg, MS 39183
601-636-6100

West Point Hotel Group, LLC
West Point, MS
1281 Highway 45 Alternate South
West Point, MS 39773
662-494-7802

Certified Hospitality Corporation
Wiggins, MS
1121 East Frontage Road
Wiggins, MS 39577
601-528-5255

MISSOURI

Stadium Lodging, LLC
Columbia (at the University of Missouri)
1225 Fellows Place
Columbia, MO 65201

EXHIBIT A

573-214-2222

S & G, L.C.
Kansas City-Country Club Plaza, MO
4600 Summit
Kansas City, MO 64112
816-448-4600

EAS Investment Enterprises, Inc.
Springfield, MO
2750 N. Glenstone Avenue
Springfield, MO 65803
417-869-5548

Apple Nine Hospitality Management, Inc.
St. Louis at Forest Park, MO
5650 Oakland Ave
Saint Louis, MO 63110
314-655-3993

Midamerica Hotels Corporation
St. Louis South-I-55, MO
4200 MidAmerica Lane
Saint Louis, MO 63129
314-894-1900

Valley Lodging L.L.C.
St. Louis/Chesterfield, MO
5 McBride and Son Center Dr
Chesterfield, MO 63005
636-530-0770

MONTANA

Broso Valley Lodging Investors, LLC
Billings West I-90, MT
3550 Ember Lane
Billings, MT 59102
406-656-7511

NEBRASKA

Salt Creek Hotel Associates, LLC
Lincoln/Northeast I-80, NE
7343 Husker Circle
Lincoln, NE 68504
402-435-4600

Lavista Lodging Investors, LLC
Omaha Southwest/La Vista, NE
12331 Southport Parkway
La Vista, NE 68128
402-895-2900

Omaha Downtown Lodging Investors IV,
LLC
Omaha/Downtown, NE
1212 Cuming Street
Omaha, NE 68102
402-345-5500

Western Hospitality, LLC, a NE llc
Scottsbluff, NE
301 West Highway 26
Scottsbluff, NE 69363
308-635-5200

NEVADA

Eagle Adventures, LLC
Carson City, NV
10 Hospitality Way
Carson City, NV 89706
775-885-8800

RLJ II-HA LAS VEGAS LESSEE, LLC
Las Vegas - Red Rock/Summerlin, NV
4280 South Grand Canyon Dr
Las Vegas, NV 89147
702-227-3305

Western Hotel Partners LLC
Las Vegas Airport, NV
6575 South Eastern Avenue
Las Vegas, NV 89119
702-647-8000

Ten Saints LLC
Las Vegas South, NV
3245 St. Rose Parkway
Henderson, NV 89052
702-385-2200

Henderson Hospitality LLC
Las Vegas/Henderson, NV
421 Astaire Drive
Henderson, NV 89014
702-992-9292

LAXMI Hotels, LLC
10599 Professional Circle
Reno, NV 89511
775-336-2222

NEW HAMPSHIRE

Pennacook Hoteliers, LLC
Exeter, NH

EXHIBIT A

59 Portsmouth Avenue
Exeter, NH 03833
603-658-5555

Bedford Hotel Group, Inc.
Manchester/Bedford, NH
8 Hawthorne Drive
Bedford, NH 03110
603-623-2040

Olympia Equity Investors X, LLC
North Conway, NH
1788 White Mountain Highway
North Conway, NH 03860
603-356-7736

Moultonborough Hotel Group, LLC
Tilton, NH
195 Laconia Rd. - P. O. Box 288
Tilton, NH 03276
603-286-3400

NEW JERSERY

Calandra Development Corp.
Fairfield, NJ
118-124 Route 46 East
Fairfield, NJ 07004
973-575-5777

Palmetto Hospitality of Mahwah I, LLC
Mahwah, NJ
290 Rt. 17S
Mahwah, NJ 07430
201-828-2031

Harrison Waterfront Associates, LLC
Newark/Harrison-Riverwalk, NJ
100 Passaic Avenue
Harrison, NJ 07029
973-483-1900

Parsippany Hospitality LLC
Parsippany/North, NJ
3737 Route 46 East
Parsippany, NJ 07054
973-257-1600

H4 Vineland, LLC
Vineland, NJ
2134 W. Landis Ave.
Vineland, NJ 08360
856-405-0600

NEW MEXICO

{000011-999987 00176898.DOC; 2}
March 2011

Terrapin NM Operator LLC
Albuquerque-Coors Road, NM
6150 Iliff Road NW
Albuquerque, NM 87121
505-833-3700

Carlsbad Laxmi, LLC
Carlsbad, NM
120 Esperanza Circle
Carlsbad, NM 88220
575-725-5700

Sam V. Patel
Farmington, NM
1500 Bloomfield Boulevard
Farmington, NM 87401
505-564-3100

Viren S. & Sangita V. Patel Revocable Trust
Gallup, NM
1460 W. Maloney Avenue
Gallup, NM 87301
505-726-0900

Janak, Inc.
Hobbs, NM
5420 Lovington Highway
Hobbs, NM 88242
575-492-6000

Premier Hospitality II, LLC
Las Cruces I-25, NM
2350 East Griggs Avenue
Las Cruces, NM 88001
575-527-8777

White Rock Builders Supply Inc.
Los Alamos, NM
124 State Highway 4
Los Alamos, NM 87544
505-672-3838

Visvas II, LLC
Roswell, NM
3607 North Main
Roswell, NM 88201
575-623-5151

NEW YORK

Crosswinds Airport Development, LLC
Albany-Airport, NY
45 British American Blvd.
Latham, NY 12110

EXHIBIT A

518-782-7500

Chapel 25 Hotel Associates, L.P.
Albany-Downtown, NY
25 Chapel Street
Albany, NY 12210
518-432-7000

3708 Vestal Pkwy E., LLC
Binghamton/Vestal, NY
3708 Vestal Parkway East
Vestal, NY 13850
607-797-5000

Downtown Lodging Associates, LLC
Buffalo-Downtown, NY
220 Delaware Avenue
Buffalo, NY 14202
716-855-2223

Sandalwood Hotels, LLC
Jamestown, NY
4 West Oak Hill Road
Jamestown, NY 14701
716-484-7829

Adirondack Hospitality Corp.
Lake George, NY
2133 Route 9
Lake George, NY 12845
518-668-4100

ARDAK Hospitality LLC
Plattsburgh, NY
586 State Route 3
Plattsburgh, NY 12901
518--324-1100

Poughkeepsie Hotel Investors, LLC
Poughkeepsie, NY
2361 South Road
Poughkeepsie, NY 12601
845-463-7500

Widewaters New Castle Victor Company,
LLC
Rochester/Victor, NY
7637 New York State Route 96
Victor, NY 14564
585-924-4400

MJER 2000, LLC
Rockville Centre, NY
125 Merrick Road
Rockville Centre, NY 11570

516-599-1700

Turf Parillo, LLC
Saratoga Springs-Downtown, NY
25 Lake Avenue
Saratoga Springs, NY 12866
518-584-2100

Nicotra Hotel II, LLC
Staten Island, NY
1120 South Avenue
Staten Island, NY 10314
718-477-1600

Om Sai Laxmi, LLC
Syracuse Erie Blvd/I-690, NY
3017 Erie Boulevard East
Syracuse, NY 13224
315-373-0333

NORTH CAROLINA

South Asheville Hotel Associates, LLC
Asheville-I-26, NC
18 Rockwood Road
Fletcher, NC 28732
828-687-0806

Atlantic Beach Hospitality, Inc.
Atlantic Beach, NC
118 Salter Path Road
Pine Knoll Shores, NC 28512
252-247-5118
Park's Hotels, LLC
Burlington, NC
2935 Saconn Drive
Burlington, NC 27215
336-584-8585

SRDH Investments, LLC and R & H
Management Company
Cashiers/Sapphire Valley, NC
3245 US Highway 64 East
Sapphire, NC 28774
828-743-4545

Blue Heaven Associates, L.L.C.
Chapel Hill/Durham Area, NC
6121 Farrington Road
Chapel Hill, NC 27517
919-403-8700

Sovereign Hospitality of Little Rock, LLC
Charlotte-Airport, NC
2731 Little Rock Road

EXHIBIT A

Charlotte, NC 28214
704-394-6455

Charlotte Hotel Ventures, LLC
Charlotte-Arrowood Rd., NC
9110 Southern Pine Boulevard
Charlotte, NC 28273
704-525-3333

Smith/Curry Hotel Group Kings Grant, LLC
Charlotte-at Concord Mills, NC
9850 Weddington Road Extension
Concord, NC 28027
704-979-5600

GNP Group of Pineville, LLC
Charlotte/Pineville, NC
401 Towne Centre Blvd.
Pineville, NC 28134
704-889-2700

Phillips Place Hotel Investors, LLC
Charlotte/South Park at Phillip, NC
6700 Phillips Place Court
Charlotte, NC 28210
704-319-5700

CEZ, LLC
Dobson, NC
150 Charlestowne Drive
Dobson, NC 27017
336-353-9400

Viking Fund Holly Springs (NC), LLC
Holly Springs, NC
1516 Ralph Stephens Road
Holly Springs, NC 27540-8884
919-552-7610

T.M.F. MOORESVILLE, LLC
 Mooresville-"Race City USA", NC
119 Gallery Center Dr.
 Mooresville, NC 28117
704-660-7700

Pine Island Holdings, LLC
Outer Banks/Corolla, NC
333 Audubon Drive
Corolla, NC 27927
252-453-6565

Quality Oil Company, LLC
Raleigh/Cary I-40 (RBC Center), NC
111 Hampton Woods Lane

Raleigh, NC 27607
919-233-1798

RAL-LOT 1, LLC
Raleigh/Durham Airport - Brier Creek, NC
8021 Arco Corporate Drive
Raleigh, NC 27617
919-484-0500

McPeake Triumph, LLC
Southern Pines/Pinehurst, NC
200 Columbus Drive
Aberdeen, NC 28315
910-693-4330

Landfall Hotel Group
Wilmington/Wrightsville Beach, NC
1989 Eastwood Road
Wilmington, NC 28403
910-256-9600

Patco Enterprises of Wilson, LLC
Wilson-I-95, NC
5606 Lamm Road
Wilson, NC 27896
252-291-0330

Yogi Hotel, Inc.
Winston-Salem/University Area, NC
309 Summit Square Ct
Winston-Salem, NC 27105
336-377-3000

OHIO

FSG Yonkers Hotel LLC
Yonkers, NY
160 Corporate Blvd.
Yonkers, NY 10701
914-377-1144

Meander Hospitality Group IV, LLC
Canton, OH
5256 Broadmoor Circle N.W.
Canton, OH 44709
330-491-4335

Studio Suites By Christopher, Ltd.
Chillicothe, OH
100 North Plaza Blvd.
Chillicothe, OH 45601
740-773-1616

WC II, LLC
Cincinnati-Union Centre, OH

EXHIBIT A

9266 Schulze Drive
West Chester, OH 45069
513-341-2040

BAPU, INC.
Cleveland-Arpt/Middleburg Heights
7074 Engle Road
Middleburg Heights, OH 44130
440-234-0206

Meander Hospitality Group, Inc.
Cleveland-Southeast/Streetsboro, OH
800 Mondial Parkway
Streetsboro, OH 44241-4540
330-422-0500

Beachwood Lodging, LLC
Cleveland/Beachwood, OH
3840 Orange Place
Beachwood, OH 44122
216-831-3735

Rock Hotel, Ltd.
Cleveland/Independence, OH
6020 Jefferson
Independence, OH 44131
216-520-2020

Ruchin, LLC
Cleveland/Mentor, OH
5675 Emerald Ct.
Mentor, OH 44060
440-358-1441

NTK Hotel Group II, LLC
Columbus-Downtown, OH
501 North High Street
Columbus, OH 43215
614-559-2000

Continental Hotel One, LLC
Columbus/Easton Area, OH
4150 Stelzer Road
Columbus, OH 43230
614-473-9911

Parkins Incorporated
Columbus/Hilliard, OH
3950 Lyman Drive
Hilliard, OH 43026
614-334-1800

Buffalo-Columbus Lodging, LLC
Columbus/Polaris, OH
8411 Pulsar Place
Columbus, OH 43240
614-885-8400

YOR Investments, LLC
Dayton/Airport, OH
180 Rockridge Road
Englewood, OH 45322
937-832-3333

Springboro Hospitality Group, Inc.
Dayton/Springboro, OH
25 Greenwood Lane
Springboro, OH 45066
937-743-2121

Orchard Hospitality Corp.
Dayton/Vandalia, OH
7043 Miller Lane
Dayton, OH 45414
937-387-0598

Sunrise Hospitality, Inc.
Fremont, OH
540 East County Rd 89
Fremont, OH 43420
419-332-7650

Sunrise Hospitality, Inc.
Mansfield-South @ I-71, OH
2220 South Main Street
Mansfield, OH 44907
419-774-1010

Shree Avdhut Partnership, Ltd.
Toledo/North, OH
5865 Hagman Rd.
Toledo, OH 43612
419-727-8725

EXHIBIT A

Rossford Hospitality Group, Inc.
Toledo/Perrysburg, OH
9753 Clark Dr.
Rossford, OH 43460
419-662-8800

Hometown Hospitality Group, Inc.
Wilmington, OH
201 Holiday Drive
Wilmington, OH 45177
937-382-4400

Michael A. Naffah
Youngstown/Canfield, OH
6690 Ironwood Boulevard
Canfield, OH 44406
330-702-1900

OKLAHOMA

ZMC Hotels, Inc.
Altus, OK
3601 North Main Street
Altus, OK 73521
580-482-1273

Durant Lodging, LLC
Durant, OK
3199 Shamrock Lane
Durant, OK 74701
580-924-0300

Southside Hotel, LLC
Enid, OK
511 Demla Court
Enid, OK 73701
580-234-4600

Sonali Hotel Group, LLC
Lawton, OK
2610 NW Cache Road
Lawton, OK 73505
580-355-8200

Sajnik Lodging, LLC
McAlester, OK
711 South George Nigh Expressway
McAlester, OK 74501
918-302-3882

Apple Nine Hospitality Management, Inc.
Oklahoma City - Bricktown, OK
300 East Sheridan
Oklahoma City, OK 73104

405-232-3600

Krishna, LLC
Oklahoma City-South, OK
920 S.W. 77th Street
Oklahoma City, OK 73139
405-602-3400

Leisure Hospitality, Inc.
Owasso, OK
9009 North 121st East Avenue
Owasso, OK 74055
918-609-6700

Stillwater Hospitality, L.L.C.
Stillwater, OK
717 East Hall of Fame Avenue
Stillwater, OK 74075
405-743-1306

Apple Eight Hospitality Management, Inc.
Tulsa South-Bixby, OK
8220 East Regal Place
Tulsa, OK 74133
918-394-2000

Tri-Star Hotel Investments, Inc.
Tulsa-Woodland Hills @ 71ST & Memorial,
7141 South 85th East Avenue
Tulsa, OK 74133
918-294-3300

Roger's County Hospitality, LLC
Tulsa/Catoosa, OK
100 McNabb Field Road
Catoosa, OK 74015
918-739-3939

Sheridan Properties, Inc.
Tulsa/South, OK
7004 S. Olympia Ave. West
Tulsa, OK 74132
918-340-5000

Satya Sairam, LLC
Woodward, OK
2814 Williams Avenue
Woodward, OK 73801
580-254-5050

PENNSYLVANIA

Arcadia Hotel Venture No. 2., Inc.
Bethlehem, PA
200 Gateway Drive

EXHIBIT A

Bethlehem, PA 18017
610-868-2442

Pittsburgh, PA 15222
412-288-4350

Chestnut Ridge Hotel Associates, L.P.
Blairsville, PA
62 Pine Ridge Road
Blairsville, PA 15717
724-459-5920

Onix Hospitality Concord, LLC
Chadds Ford, PA
40 State Farm Drive
Glen Mills, PA 19342
610-358-9540

Mountain Springs Hotel, LLC
Ephrata, PA
380 East Main Street
Ephrata, PA 17522
717-733-0661

Sunnyland Land Corporation
Grove City, PA
4 Holiday Blvd
Mercer, PA 16137
724-748-5744

Hersha Hospitality Management L.P.
Hershey, PA
749 E. Chocolate Avenue
Hershey, PA 17033
717-533-8400

Kuber Hospitality LLC & Lakshmi Inc.
Lamar, PA
24 Hospitality Lane
Mill Hall, PA 17751
570-726-3939

Castle Hospitality, LLC
New Castle, PA
2608 W. State Street
New Castle, PA 16101
724-656-0000

Moody National Hospitality Philly Newtown
IV, LLC
Newtown, PA
1000 Stony Hill Road
Yardley, PA 19067
215-860-1700

The Buncher Company
Pittsburgh-Downtown, PA
1247 Smallman Street

{000011-999987 00176898.DOC; 2}
March 2011

EXHIBIT A

Racetrack Road Hotel Associates, L.P.
Pittsburgh/Meadow Lands, PA
475 Johnson Road
Washington, PA 15301
724-222-4014

Shaner Hotel Group Limited Partnership
State College at Williamsburg Sq, PA
1955 Waddle Road
State College, PA 16803
814-231-1899

Sahaj Valley Forge Hospitality, LLC
Valley Forge/Oaks, PA
100 Cresson Boulevard
Phoenixville, PA 19460
610-676-0900

J. McGraw, L.L.C.
Warren, PA
3291 Market Street Extension
Warren, PA 16365
814-723-2722

Millett Wilkes-Barre Pa, LLC
Wilkes-Barre/Scranton, PA
876 Schechter Drive
Wilkes-Barre, PA 18702
570-824-1005

RHODE ISLAND

WM Hotel Group LLC
Newport/Middletown, RI
317 West Main Road
Middletown, RI 02842
401-848-6555

Weybosset Hotel LLC
Providence-Downtown, RI
58 Weybosset Street
Providence, RI 02903
401-608-3500

NMG - Warwick, LLC
Providence/Warwick-Airport, RI
2100 Post Road
Warwick, RI 02886
401-739-8888

Hersha Smithfield Lessee, LLC
Smithfield, RI
945 Douglas Pike
Smithfield, RI 02917
401-232-9200

SOUTH CAROLINA

CRM Bluffton Leaseco, LLC
Bluffton-Sun City, SC
29 William Pope Drive
Bluffton, SC 29909
843-705-9000

Northbridge Associates, LLC
Charleston/Mt. Pleasant IOP, SC
1104 Isle of Palms Connector
Mount Pleasant, SC 29464
843-856-3900

West Ashley Ventures, LLC
Charleston/West Ashley, SC
678 Citadel Haven Drive
Charleston, SC 29414
843-573-1200

Clinton Hotel Group, LLC
Clinton, SC
201 East Corporate Center Drive
Clinton, SC 29325
864-938-1040

Raldex III, Inc.
Florence-Civic Center, SC
3000 West Radio Drive
Florence, SC 29501
843-629-9900

Raldex IV, Inc.
Florence-North/I-95, SC
1735 Stokes Road
Florence, SC 29501
843-662-7000

RiverPlace Hotel Partners, LLC
Greenville-Downtown, SC
171 RiverPlace
Greenville, SC 29601
864-271-8700

Piedmont Hotel Group, LLC
Greenville/Spartanburg I-85, SC
108 Spartangreen Blvd.
Duncan, SC 29334
864-486-8100

Myrtle Beach Oceanfront Inn, LLC
Myrtle Beach/Oceanfront, SC
1803 South Ocean Boulevard
Myrtle Beach, SC 29577

EXHIBIT A

843-946-6400

University Ventures, LLC
North Charleston/University Blvd, SC
2688 Fernwood Drive
North Charleston, SC 29406
843-735-7500

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

SOUTH DAKOTA

Aberdeen Lodging Group, L.L.C.
Aberdeen, SD
3216 7th Ave. S.E.
Aberdeen, SD 57401
605-262-2600

Shree Nathji, Inc.
Brookings, SD
3017 Lefevre Drive
Brookings, SD 57006
605-697-5232

Watertown Lodging Associates, LLC
Watertown, SD
2720 9th Avenue SE
Watertown, SD 57201
605-878-1800

TENNESSEE

Apple Nine Hospitality Management, Inc.
Jackson, TN
150 Campbell Oaks Drive
Jackson, TN 38305
731-427-6100

Sachchidanand Operations, Inc.
Knoxville-Downtown, TN
618 West Main Street
Knoxville, TN 37902
865-522-5400

A & M Hospitality, III
Knoxville/North I-75, TN
5411 Pratt Road
Knoxville, TN 37912
865-689-1011

Lebanon Platinum, LLC
Lebanon, TN
1065 Franklin Road
Lebanon, TN 37090
615-444-3445

FWH Memphis Beale Street, LLC
Memphis, at Beale Street, TN
175 Peabody Place
Memphis, TN 38103
901-260-4000

Cordova Hotel, LLC
Memphis-Galleria, TN
2935 N. Germantown Parkway
Bartlett, TN 38133
901-382-2050

Duck Lodging, Inc.
Millington, TN
8838 Highway 51 North
Millington, TN 38053
901-872-4435

SunRise Hospitality, LLC
Mt. Juliet, TN
5001 Crossing Circle
Mount Juliet, TN 37122
615-553-5900

Host Murfreesboro, LLC
Murfreesboro, TN
325 North Thompson Lane
Murfreesboro, TN 37129
615-890-2424

Pinnacle Hospitality Partners, LLC
Nashville at Opryland, TN
230 Rudy Circle
Nashville, TN 37214
615-620-2500

Tara of Nashville, LLC
Nashville-Airport, TN
583 Donelson Pike
Nashville, TN 37214
615-885-4242

MR Hotels, LLC
Nashville-Downtown, TN
310 4th Avenue South
Nashville, TN 37201
615-277-5000

EXHIBIT A

GH COMPANY, LLC
Nashville-Green Hills, TN
2324 Crestmoor Road
Nashville, TN 37215
615-777-0001

CHS Elliston Place, LLC
Nashville-Vanderbilt/Elliston Place
2330 Elliston Place
Nashville, TN 37203
615-320-6060

W2007 Equity Inns Realty, LLC
Nashville/Franklin (Cool Springs), TN
7141 South Springs Dr.
Franklin, TN 37067
615-771-7225

Smyrna 66, LLC
Nashville/Smyrna, TN
2573 Highwood Blvd
Smyrna, TN 37167
615-355-8432

P.F. Innkeepers, LLC
Pigeon Forge on the Parkway, TN
2025 Parkway
Pigeon Forge, TN 37863
865-428-1600

B & H Lodging, LLC
Sevierville at Stadium Drive, TN
105 Stadium Drive
Kodak, TN 37764
865-465-0590

TEXAS

Y Hospitality, LLC
Abilene-I-20, TX
3526 West Lake Road
Abilene, TX 79601
325-673-4400

Apple Nine Hospitality Texas Services, Inc.
Allen, TX
830 West Stacy Road
Allen, TX 75013
214-495-7667

Lord's Lodging, LP
Amarillo-West, TX
6901 I-40 West
Amarillo, TX 79106
806-467-9997

Valencia Hotel Partners, II L.P.
Austin-Airport, TX
7712 E. Riverside Drive
Austin, TX 78744
512-389-1616

San Jacinto Hotel Partners, L.P.
Austin-Downtown, TX
200 San Jacinto Blvd.
Austin, TX 78701
512-472-1500

Sanjay Enterprises I, Ltd.
Austin/Cedar Park-Lakeline, TX
10811 Pecan Park Blvd
Austin, TX 78750
512-249-0045

Lakeway Hospitality, LP
Austin/Lakeway, TX
2013 FM 620 South
Lakeway, TX 78734
512-263-7474

Soft Hotels, LLC
Bastrop, TX
240 South Hasler Boulevard
Bastrop, TX 78602
512-321-2898

Fortress Lodging, L.L.C.
Bay City, TX
4617 7th Street
Bay City, TX 77414
979-245-7100

Payal Hotel Enterprises, Inc.
Big Spring, TX
805 West I-20 Highway
Big Spring, TX 79720
432-264-9800

Pacific Dreams Hotels, LP
Boerne, TX
34935 IH-10 West
Boerne, TX 78006
830-816-8800

SRI Hospitality & Resorts I LP
Brenham, TX
2605 Schulte Boulevard
Brenham, TX 77833
979-337-9898

EXHIBIT A

Jugrasa L.L.P.
Brownsville, TX
3000 N. Expressway
Brownsville, TX 78526
956-548-0005

Universal Lodging, LLC
Buda, TX
1201 Cabela's Drive
Buda, TX 78610
512-295-4900

Shivshambu, Inc.
Buffalo, TX
2624 West Commerce Street
Buffalo, TX 75831
903-322-2223

Real Estate Holdings, LLC, Series D
Childress, TX
400 Madison Avenue
Childress, TX 79201
940-937-6515

Cleburne Lodging LLC
Cleburne, TX
1996 West Henderson Street
Cleburne, TX 76033
817-641-7770

U.S. Lodging, L.P.
College Station North, TX
925 Earl Rudder Freeway South
College Station, TX 77845
979-694-2100

Ohm Guru Krupa, L.L.C.
Conroe I-45 North, TX
2242 Stoneside Road
Conroe, TX 77303
936-539-1888

Raju G. Bhagat
Corpus Christi-I-37/Navigation Blvd., TX
917 North Navigation Boulevard
Corpus Christi, TX 78408
361-884-4444

New Hope Hospitality, LLC
Corsicana-I-45, TX
623 Bryant's Way
Corsicana, TX 75109
903-872-2238

AD-MAR Properties, LLC
Dallas-Arlington Nrth/Entertainment Dist
2200 Brookhollow Plaza Drive
Arlington, TX 76006
817-652-9562

Cockrell Hill Hospitality, LLC
Dallas-Cockrell Hill/I-30, TX
1718 North Cockrell Hill Road
Dallas, TX 75211
214-634-1800

Moody National Grapevine MT, L.P.
Dallas-DFW Arpt N/Grapevine, TX
1750 North Highway 121
Grapevine, TX 76051
972-471-5000

Dallas Hotels ATE LLC
Dallas-DFW Arpt W-SH 183-Hurst, TX
1600 Hurst Town Center Drive
Hurst, TX 76054
817-503-7777

Lowen Vista Ridge I, LP
Dallas-Lewisville/Vista Ridge Mall, TX
2650 Lake Vista Drive
Lewisville, TX 75067
972-315-3200

Apple Nine Hospitality Texas Services II,
Inc.
Dallas/Arlington-South (I-20), TX
1100 East I-20
Arlington, TX 76018
817-419-3700

Sudarshan Majmudar
Dallas/DeSoto, TX
1311 East Centre Park Boulevard
Desoto, TX 75115
972-228-0200

Atrium TRS III, L.P.
Dallas/Mesquite, TX
1700 Rodeo Drive
Mesquite, TX 75149
972-329-3100

Granbury Lodging, L.L.C.
Decatur, TX
110 South US Highway 81/287
Decatur, TX 76234
940-627-4900

EXHIBIT A

Merchant Hospitality Ltd.
Del Rio, TX
2219 Bedell Avenue
Del Rio, TX 78840
830-775-9700

K Partners Texas I, LP
Denton, TX
1513 Centre Place Drive
Denton, TX 76205
940-891-4900

Dumas Development, L.P.
Dumas, TX
2010 South Dumas Avenue
Dumas, TX 79029
806-935-6666

Summit Hotel Properties, LLC
El Paso-Airport, TX
6635 Gateway Blvd. West
El Paso, TX 79925
915-771-6644

VISVAS II, a Texas General Partnership
El Paso-West, TX
6411 South Desert Boulevard
El Paso, TX 79912
915-833-7000

Sagamore-Fort Worth, LP
Fort Worth-Alliance Arpt N, TX
13600 North Freeway
Fort Worth, TX 76177
817-439-0400

Fossil Creek Land Partners, Inc.
Fort Worth-Fossil Creek, TX
3850 Sandshell Drive
Fort Worth, TX 76137
817-439-8300

Summit Hotel Properties, LLC
Fort Worth-West/I-30, TX
2700 Green Oaks Road
Fort Worth, TX 76116
817-732-8585

Daniel L. Powell
Fort Worth/Burleson, TX
13251 Jake Court
Fort Worth, TX 76028
817-295-2727

Atul Masters & Hena Masters
Fort Worth/Forest Hill, TX
6555 Park Brook
Forest Hill, TX 76140
817-551-7775

Kenneth K. Kothe
Fredericksburg, TX
515 East Main Street
Fredericksburg, TX 78624
830-997-9696

Gainesville Hospitality, Ltd.
Gainesville, TX
4325 North Interstate 35
Gainesville, TX 76240
940-612-4300

Isha Realty, Inc.
Galveston, TX
6431 Central City Boulevard
Galveston, TX 77551
409-744-5600

Greenville Lodging, Ltd.
Greenville, TX
3001 Kari Lane
Greenville, TX 75402
903-457-9200

ADBM, Ltd.
Harlingen, TX
1202 Ed Carey Drive
Harlingen, TX 78550
956-428-9800

Intercontinental Enterprises, LLC
Houston-Bush Intercontinental Arpt, TX
15831 John F. Kennedy Blvd
Houston, TX 77032
281-442-4600

Wagon Point L.L.C.
Houston-Cypress Station, TX
150 Wagon Point Drive
Houston, TX 77090
281-866-0404

Texas 646 Hospitality LP
Houston-League City, TX
2320 Gulf Freeway South
League City, TX 77573
281-614-5437

EXHIBIT A

Chatham Houston HAS Leaseco LLC
Houston-Medical Ctr-Astrodome, TX
1715 Old Spanish Trail
Houston, TX 77054
713-797-0040

Bill Patel
Houston-Westchase, TX
6440 West Sam Houston Parkway South
Houston, TX 77072-1620
281-530-7776

Calla Hospitality, L.L.C.
Houston/Clear Lake-NASA Area, TX
506 West Bay Area Blvd.
Webster, TX 77598
281-332-7952

KEI. V. Inc.
Houston/Katy, TX
22055 Katy Freeway
Katy, TX 77450
281-392-1000

Bill Patel
Houston/Rosenberg, TX
3312 Vista Drive
Rosenberg, TX 77471
281-341-9393

KILPAN I, LP
Lake Jackson-Clute, TX
1121 Hwy 332
Clute, TX 77531
979-265-3200

FWH Legacy Park Frisco, LLC
Legacy Park/Frisco, TX
3199 Parkwood Boulevard
Frisco, TX 75034
972-712-8400

Royal Award Lodging, LLC
Longview-North, TX
3044 Eastman Road
Longview, TX 75605
903-663-8670

ANG Lubbock Hospitality, LLC
Lubbock-Southwest, TX
5614 Englewood Avenue
Lubbock, TX 79424
806-797-9600

Lufkin Hospitality, Ltd.
Lufkin, TX
4400 South First Street
Lufkin, TX 75901
936-699-2500

K Partners Mansfield LP
Mansfield, TX
1640 US Hwy 287
Mansfield, TX 76063
817-539-0060

VALLEY AFFILIATES, LTD.
McAllen, TX
10 West Expressway 83
McAllen, TX 78503
956-661-1100

Cricket Inv., Ltd.
Mission, TX
2505 Victoria Drive
Mission, TX 78572
956-682-0333

Titan Hospitality, Ltd.
Mt. Pleasant, TX
2504 West Ferguson Street
Mount Pleasant, TX 75455
903-572-7100

Seven West Irving Hospitality, LLC
Nacogdoches, TX
3625 South Street
Nacogdoches, TX 75964
936-560-9901

Pinakin "Pat" Patel
New Braunfels, TX
575 Hwy 46 South
New Braunfels, TX 78130
830-608-0123

Palestine Lodging, LLC
Palestine, TX
2700 South Loop 256
Palestine, TX 75801
903-723-0016

Kelly-Pharr Investors, Ltd.
Pharr, TX
300 West Nolana Loop
Pharr, TX 78577
956-781-1116

EXHIBIT A

White Flint Partners, Ltd.
Port Arthur, TX
7660 Memorial Blvd.
Port Arthur, TX 77642
409-722-6999

Xeonic Investment Group, Inc.
Rockport/Fulton, TX
3677 Highway 35 North
Rockport, TX 78382
361-727-2228

SAT Airport, Inc.
San Antonio Airport, TX
8902 Jones Maltsberger Rd.
San Antonio, TX 78216
210-558-3999

B & J Hotel, LP
San Antonio/Northeast I-35, TX
6718 IH35 North
San Antonio, TX 78218
210-599-4800

Tri-Star Hotel Group, L.P.
San Marcos, TX
106 I H 35
San Marcos, TX 78666
512-754-7707

Corridor Hotel, Ltd.
Schertz, TX
17702 IH-35 North
Schertz, TX 78154
210-566-6110

Sunstone Hospitality Inc.
Stephenville, TX
910 South Harbin Drive
Stephenville, TX 76401
254-918-5400

D&D Lodging, LLP
Texarkana/Central Mall Area, TX
4601 Cowhorn Creek Road
Texarkana, TX 75503
903-832-3499

OM Hospitality Inc.
Tomball, TX
14100 Medical Complex Drive
Tomball, TX 77377
281-357-1500

Genuine Faith Waco, LLC
Waco-South, TX
2501 Market Place Drive
Waco, TX 76711
254-662-9500

Shawnee Hospitality, LLC
Waxahachie, TX
2010 Civic Center Lane
Waxahachie, TX 75165
972-923-0666

UTAH

Andromeda Hospitality Group, Inc.
Ogden, UT
2401 Washington Boulevard
Ogden, UT 84401
801-394-9400

Rockford Hotels LLC
Park City, UT
6609 N. Landmark Drive
Park City, UT 84098
435-645-0900

Hospice, L.C.
Provo/Orem, UT
851 West 1250 South
Orem, UT 84058
801-426-8500

Pacifica Salt Lake City LP
Salt Lake City-Airport, UT
307 North Admiral Byrd Road
Salt Lake City, UT 84116
801-530-0088

Glen Black Descendant's Trust
Salt Lake City/West Jordan, UT
3923 W. Center Park Dr.
West Jordan, UT 84084
801-280-7300

VIRGINIA

Alexandria Hotel Associates, L.C.
Alexandria-Old Town Area South, VA
5821 Richmond Highway
Alexandria, VA 22303
703-329-1400

EXHIBIT A

Midtown L.L.C.
Charlottesville-at the Univ., VA
900 W. Main Street
Charlottesville, VA 22903
434-923-8600

Battlefield Hotel, LLC
Chesapeake-Battlefield Blvd., VA
1421 North Battlefield Boulevard
Chesapeake, VA 23320
757-819-5230

MRK Hospitality Inc.
Chesapeake/Suffolk/Portsmouth, VA
4449 Peek Trail
Chesapeake, VA 23321
757-465-7000

Island Waterfront Hotel L.L.C.
Chincoteague-Waterfront, VA
4179 Main Street
Chincoteague, VA 23336
757-336-1616

AJI US Properties, LLC
Exmore/Eastern Shore, VA
4129 Lankford Highway
P.O. Box 189
Exmore, VA 23350
757-442-7722

Celebrate 1080, LLC
Fredericksburg-at Celebrate Virginia, VA
1080 Hospitality Lane
Fredericksburg, VA 22401
540-786-5530

AMDM II, LLC
Fredericksburg-South, VA
4800 Market Street
Fredericksburg, VA 22408
540-898-5000

JAI Herndon Hotel, LLC
Herndon/Reston, VA
435 Herndon Pkwy
Herndon, VA 20170
703-230-1600

Leesburg Inn & Suites, LLC
Leesburg, VA
117 Fort Evans Road NE
Leesburg, VA 20176
703-669-8640

Palmetto Hospitality of Fort Belvoir I, LLC
Mt. Vernon/Belvoir-Alexandria South Area
8843 Richmond Highway
Alexandria, VA 22309
703-619-7026

Yoder Inn Group, L.P.
Newport News (Oyster Point), VA
12251 Jefferson Ave.
Newport News, VA 23602
757-249-0001

Norfolk Hotel II, LLC
Norfolk-Airport, VA
1511 USAA Drive
Norfolk, VA 23502
757-605-9999

Sunstone Corporation
Richmond-Virginia Center, VA
1101 Technology Park Dr
Glen Allen, VA 23059
804-261-2266

Nobility Investments, LLC
Richmond/Glenside, VA
5406 Glenside Drive
Richmond, VA 23228
804-756-1777

Tejas Patel
Smithfield, VA
200 Vincents Crossing
Smithfield, VA 23430
757-365-4760

Crystal City Hospitality LLC
Washington Reagan National Arpt/Crystal
2000 Jefferson Davis Highway
Arlington, VA 22202
703-418-8181

Dulles Sterling Hospitality, LLC
Washington/Dulles Int'l Arpt, VA
22700 Holiday Park Drive
Sterling, VA 20166
703-537-7800

Nick-Nick, Inc.
Williamsburg-Central, VA
718 Bypass Road
Williamsburg, VA 23185
757-229-7330

EXHIBIT A

Capitol Landing Hotel Associates, L.L.C.
Williamsburg-Historic Area, VA
911 Capitol Landing Road
Williamsburg, VA 23185
757-941-1777

P.V.R. Associates, L.L.C.
Williamsburg-Richmond Rd., VA
1880 Richmond Road
Williamsburg, VA 23185
757-229-4900

LH&H, LLC
Woodstock, VA
1150 Motel Drive
Woodstock, VA 22664
540-459-7111

WASHINGTON

Hotel Concepts of Kitsap, LLC
Bremerton, WA
150 Washington Avenue
Bremerton, WA 98337
360-405-0200

BDM Properties, LLC
Burlington, WA
1860 South Burlington Boulevard
Burlington, WA 98233
360-757-7100

PCY Corporation, Inc.
Seattle-Downtown, WA
700 Fifth Avenue North
Seattle, WA 98109
206-282-7700

Lynnwood Inns, Inc.
Seattle-North/Lynnwood, WA
19324 Alderwood Mall Parkway
Lynnwood, WA 98036
425-771-1888

Royal Hospitality, LLC
Seattle/Federal Way, WA
31720 Gateway Center Boulevard S.
Federal Way, WA 98003
253-946-7000

Tri States Development - Kent, LLC
Seattle/Kent, WA
21109 66th Avenue South
Kent, WA 98032
253-872-8811

Spokane WV Hotel LLC
Spokane Valley, WA
16418 E. Indiana Avenue
Spokane Valley, WA 99216
509-928-6900

TTHI, LLC
Tacoma-Mall, WA
8203 South Hosmer Street
Tacoma, WA 98408
253-539-2288

Capri Blue Mountain, LLC
Walla Walla, WA
1531 Kelly Place
Walla Walla, WA 99362
509-525-1398

WISCONSIN

Grafton Hotel Associates, LLC
Grafton, WI
2633 Washington Street
Grafton, WI 53024
262-474-1000

Madison West Princeton Hotel Investors II,
LLC
Madison West, WI
483 Commerce Drive
Madison, WI 53719
608-271-0200

HCP OBG Milwaukee Property Company,
LLC
Milwaukee Downtown, WI
176 W. Wisconsin Avenue
Milwaukee, WI 53203
414-271-4656

West Bend Hotel Associates, LLC
West Bend, WI
1975 South 18th Avenue
West Bend, WI 53095
262-438-1500

WYOMING

HIB, LLC
Buffalo, WY
85 US Highway 16 East
Buffalo, WY 82834
307-684-8899

EXHIBIT A

JJM Hospitality Inc.
Casper, WY
1100 N. Poplar Road
Casper, WY 82601
307-235-6668

Green River Hospitality, LLC
Green River, WY
1055 Wild Horse Canyon Road
Green River, WY 82935
307-875-5300

WHI - Pinedale, LLC
Pinedale, WY
55 Bloomfield Avenue
Pinedale, WY 82941
307-367-6700

Riverton Hotel Development L.L.C.
Riverton, WY
2500 North Federal Blvd
Riverton, WY 82501
307-856-3500

U.S. TERRITORIES

PUERTO RICO

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

EXHIBIT B

EXHIBIT B

Licensees With Changes in Controlling Interest or Terminated, Canceled, Not Renewed or Otherwise Ceased Operations Under Licenses (Fiscal Year 2010)

HAMPTON INN

ALABAMA

Birmingham-Colonnade
T & R Construction, Inc.
Cordele, GA
229-273-1484

Foley/Gulf Shores, AL
Asaram, Inc.
Panama City, FL
850-913-8463

ARKANSAS

Bentonville/Rogers
Rogers Lodging Associates, LLC
Madison, WI
608-833-1616

Little Rock-I-40, AR
Little Rock Hospitality, LLC
Modesto, CA
209-832-7500

CALIFORNIA

Blythe, CA
YZMA Group, Inc.
San Diego, CA
858-605-5948

DELAWARE

Wilmington-Newark, DE
Concord Towers, Inc.
Newark, DE
302-655-1348

DISTRICT OF COLUMBIA

Washington, DC - Convention Center
Square 484 Hotel, L.L.C.
Chevy Chase, MD
240-333-3600

FLORIDA

West Palm Beach Arpt-Central
Australian Ave. Hospitality, Ltd.
West Palm Beach, FL
561-738-1405

Marianna, FL
Archana Hospitality, Inc.
Marianna, FL
575-461-3286

ILLINOIS

St. Louis/Columbia
Columbia Hospitality Company, L.L.C.
Fairview Heights, IL
618-632-1212

Chicago/Lombard (Oak Brook Area),IL
Grand Prix Fixed Lessee LLC
Palm Beach, FL
561-227-1336

Chicago/Schaumburg, IL
Grand Prix Fixed Lessee LLC
Palm Beach, FL
561-227-1336

IOWA

Keokuk, IA
Babaji Hotels LLC
Stockton, CA
209-473-7172

KENTUCKY

London, KY
Handyworks Enterprises, Inc.
London, KY
606-864-5600

MASSACHUSETTS

Boston/Natick
NH Hotel Associates, Limited Partnership
Memphis, TN
901-762-5466

EXHIBIT B

MICHIGAN

Detroit/Dearborn @ Greenfield Vill.
MI-DEAR CORP.
Lafayette, CO
303-666-8887

Detroit/Warren, MI
Warren Superior Hospitality, Inc.
Southfield, MI
248-557-9030

Mackinaw City, MI
Inn at the Mackinaw City, LLC
Chattanooga, TN
423-892-1659

Saginaw (Frankenmuth Area), MI
Grand Rapids Motel Co.
Memphis, TN
901-753-4491

Sault Ste. Marie, MI
North East Property, LLC
Stockton, CA
209-401- 1176

MISSISSIPPI

Columbus, MS
Certified Hospitality Corporation
Canton, MS
601-855-0146

MISSOURI

Kansas City/Liberty
Liberty Lodging Associates, LLC
Madison, WI
608-833-1616

St. Louis Downtown at the Arch
St. Louis Lodging Associates, LLC
Madison, WI
608-833-1616

NEBRASKA

Lincoln-South/Heritage Park
LHM Holdings,, LLC
Lincoln, NE
402-730-7022

NEW YORK

Manhattan-Times Square South
Metro Eleven Hotel, LLC
Great Neck, NY
516-773-9300

NORTH CAROLINA

Raleigh-Crabtree Valley, NC
Barclay Hospitality Services, Inc.
Raleigh, NC
919-510-6010

OHIO

Dayton-South, OH
Dora I Limited Partnership
Columbus, IN
812-372-6719

SOUTH CAROLINA

Dillon, SC
P&V, Inc.
Dillon, SC
803-774-8221

TENNESSEE

Memphis/Collierville
Collierville Hotels GP
Memphis, TN
901-753-4491

Nashville/Vanderbilt
West End Partnerhsip
Houston, TX
713-267-5800

Pigeon Forge-On The River, TN
Forge River, GP
Pigeon Forge, TN
865-428-5500

TEXAS

Kilgore
One World Bank
Dallas, TX
972-243-7775

EXHIBIT B

Kilgore, TX
AKAL V Management, Inc.
Irving, TX
972-506-9797

New Braunfels, TX
Pinakin "Pat" Patel
Alice, TX
830-608-0123

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

EXHIBIT B

Licenses With Changes in Controlling Interest or Terminated, Canceled, Not Renewed or Otherwise Ceased Operations Under Licenses (Fiscal Year 2010)

HAMPTON INN & SUITES

ALABAMA

Birmingham Downtown-Tutwiler
Tutwiler Hotel, LLC
Birmingham, AL
205-655-2097

ARKANSAS

Pine Bluff
Pine Bluff Host Lodging, LLC
Eules, TX
817-800-2008

CALIFORNIA

Colton/San Bernardino Area, CA
Palacio Colton LLC
San Diego, CA
858-350-1000

COLORADO

Denver Tech Center
K Partners Denver, LLC
San Antonio, TX
210-492-6620

FLORIDA

Port St. Lucie-West, FL
Repose Hospitality, LLC
Jacksonville, FL
904-230-9790

Miami-West at Doral Blvd.
GF II DVI Cardel Doral, LLC
Coral Gables, FL
305-500-9998

Lady Lake/The Villages, FL
Lady Lake Hospitality, Inc.
Lady Lake, FL
352-753-9009

GEORGIA

Atlanta Downtown
Atlantic Historic Hotel Limited Partnership
Memphis, TN
901-322-1418

IDAHO

Boise Downtown
Boise Lodging Investors, LLC
Middleton, WI
608-833-4100

MISSISSIPPI

Natchez
Akshar 14 LLC
El Dorado, AR
870-863-7399

MISSOURI

St. Louis at Forest Park
Forest Park Lodging Associates, LLC
Madison, WI
608-833-1400

NORTH CAROLINA

Holly Springs
Viking Fund Holly Springs (NC), LLC
Dallas, TX
214-257-1025

OKLAHOMA

Oklahoma City Bricktown
OKC-Bricktown Lodging Associates, LLC
Madison, WI
608-833-4100

TENNESSEE

Memphis Beale Street
Peabody Place Hotel Company GP
Memphis, TN
901-762-5466

EXHIBIT B

Nashville/Vanderbilt-Elliston Place
West End Partnership
Houston, TX
713-267-5800

TEXAS

Houston-Medical Center-Astrodome
Moody National 1715 OST Houston MT, LLC
Houston, TX
713-273-6660

Legacy Park/Frisco
T&R Frisco Hotel, L.P.
Cordele, GA
229-273-1484

Dallas/Arlington South (I-20)
Waxwing #1, Ltd.
Frisco, TX
972-672-7984

Port Arthur
Port Operations LLC
Sugarland, TX
214-334-5415

Childress
Childress Hospitality, LP
Roanoke, TX
817-490-1961

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

EXHIBIT C



CONSOLIDATED FINANCIAL STATEMENTS

Hilton Franchise Holding LLC
Years Ended December 31, 2010, 2009 and 2008
With Report of Independent Auditors



Hilton Franchise Holding LLC

Consolidated Financial Statements

Years ended December 31, 2010, 2009 and 2008

Contents

Report of Independent Auditors.....	1
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Consolidated Statements of Operations and Member's Capital	3
Consolidated Statements of Cash Flows.....	4
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Report of Independent Auditors

The Member of Hilton Franchise Holding LLC

We have audited the accompanying consolidated balance sheets of Hilton Franchise Holding LLC (the Company) as of December 31, 2010 and 2009, and the related consolidated statements of operations and member's capital and cash flows for the years ended December 31, 2010, 2009 and 2008. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hilton Franchise Holding LLC at December 31, 2010 and 2009, and the results of its operations and its cash flows for the years ended December 31, 2010, 2009 and 2008, in conformity with accounting principles generally accepted in the United States.

Ernst & Young LLP

March 30, 2011

Hilton Franchise Holding LLC

Consolidated Balance Sheets

	December 31,	
	2010	2009
Assets		
Cash and cash equivalents	\$ 10,000,110	\$ 10,000,110
Accounts receivable, net of allowance of \$105,309 and \$0, respectively	7,033,941	4,541,604
Due from Hilton affiliates related to franchise deposits	4,910,700	4,460,500
Total current assets	<u>21,944,751</u>	<u>19,002,214</u>
Intangible assets, net	18,241	19,254
Total assets	<u><u>\$ 21,962,992</u></u>	<u><u>\$ 19,021,468</u></u>
Liabilities and member's capital		
Franchise deposits	\$ 4,910,700	\$ 4,460,500
Total current liabilities	<u>4,910,700</u>	<u>4,460,500</u>
Commitments and contingencies		
Contributed capital	10,000,000	10,000,000
Retained earnings	167,712,418	97,432,410
Due from Hilton affiliates	(160,660,126)	(92,871,442)
Total member's capital	<u>17,052,292</u>	<u>14,560,968</u>
Total liabilities and member's capital	<u><u>\$ 21,962,992</u></u>	<u><u>\$ 19,021,468</u></u>

See accompanying notes to consolidated financial statements.

Hilton Franchise Holding LLC

Consolidated Statements of Operations and Member's Capital

	Year Ended December 31,		
	2010	2009	2008
Revenue			
Franchise and license fees	\$ 61,206,092	\$ 35,505,042	\$ 18,235,739
Franchise sales and change of ownership fees	12,926,640	14,745,625	29,489,717
Total revenue	74,132,732	50,250,667	47,725,456
Expenses			
Operating expenses	3,747,913	2,519,503	2,592,576
Bad debt expense	105,309	—	—
Depreciation and amortization	1,013	1,013	—
Total expenses	3,854,235	2,520,516	2,592,576
Operating Income	70,278,497	47,730,151	45,132,880
Interest income	1,511	10,928	105,369
Net income	\$ 70,280,008	\$ 47,741,079	\$ 45,238,249
Member's capital, beginning of year	\$ 14,560,968	\$ 14,519,179	\$ 24,000,000
Net income	70,280,008	47,741,079	45,238,249
Contributions	—	—	2,000,000
Distributions	—	(2,000,000)	(14,000,000)
Increase in Due from Hilton affiliates	(67,788,684)	(45,699,290)	(42,719,070)
Member's capital, end of year	\$ 17,052,292	\$ 14,560,968	\$ 14,519,179

See accompanying notes to consolidated financial statements.

Hilton Franchise Holding LLC

Consolidated Statements of Cash Flows

	Year Ended December 31,		
	2010	2009	2008
Operating activities			
Net income	\$ 70,280,008	\$ 47,741,079	\$ 45,238,249
Adjustments to reconcile net income to net cash provided by operating activities:			
Accounts receivable, net	(2,492,337)	(2,024,490)	(2,517,114)
Depreciation and amortization	1,013	1,013	–
Cash provided by operating activities	67,788,684	45,717,602	42,721,135
Investing activities			
Contract acquisition costs	–	(20,267)	–
Cash used in investing activities	–	(20,267)	–
Financing activities			
Contributions	–	–	2,000,000
Distributions	–	(2,000,000)	(14,000,000)
Increase in Due from Hilton affiliates	(67,788,684)	(45,699,290)	(42,719,070)
Cash used in financing activities	(67,788,684)	(47,699,290)	(54,719,070)
Net decrease in cash and cash equivalents	–	(2,001,955)	(11,997,935)
Cash and cash equivalents, beginning of year	10,000,110	12,002,065	24,000,000
Cash and cash equivalents, end of year	\$ 10,000,110	\$ 10,000,110	\$ 12,002,065

Supplemental Disclosures

Non-cash investing and financing activities are summarized as follows:

(Increase)/decrease in Due from Hilton			
related to franchise deposits	\$ (450,200)	\$ 3,946,280	\$ (6,208,530)
Increase/(decrease) in Franchise deposits	\$ 450,200	\$ (3,946,280)	\$ 6,208,530

See accompanying notes to consolidated financial statements.

Hilton Franchise Holding LLC

Notes to Consolidated Financial Statements

December 31, 2010

1. Organization and Basis of Presentation

Hilton Franchise Holding LLC (“we”, “us”, or the “Company”), is a Delaware limited liability corporation that was formed on September 12, 2007, and began operations on October 11, 2007, to be a franchisor of the Hilton family of brands within the United States. We are a wholly owned subsidiary of Hilton Worldwide, Inc. (Hilton or the Parent, formerly known as Hilton Hotels Corporation).

Our wholly owned subsidiaries, license intellectual properties from a wholly owned affiliate of Hilton on a royalty free basis and in turn, license the use of the trademarks to third party hotel owners under long-term franchise agreements.

We have evaluated all subsequent events through March 30, 2011, the date that the financial statements were available to be issued.

The financial statements of the prior year reflect certain reclassifications to conform to classifications adopted in 2010. These reclassifications do not affect net income. Amounts due from franchisees have been reclassified to Accounts Receivable from Due from Hilton Affiliates.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Hilton Franchise Holding LLC and its wholly owned subsidiaries. All material intercompany transactions are eliminated.

At December 31, 2010, we wholly own and consolidate the following subsidiaries:

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

Hilton Franchise Holding LLC

Notes to Consolidated Financial Statements (continued)

2. Summary of Significant Accounting Policies (continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions about future events. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities, and reported amounts of revenues and expenses. These amounts and disclosures are based on management's best estimates and judgments. Management evaluates its estimates and assumptions on an ongoing basis using historical experience, industry data and other factors, including the current economic environment. We adjust such estimates and assumptions when facts and circumstances dictate. Illiquid credit markets, foreign currency rate fluctuations, and declines in consumer spending have combined to increase the uncertainty inherent in such estimates and assumptions. As future events and their effects cannot be determined with exact precision, actual results could differ significantly from these estimates.

Concentrations of Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and equivalents.

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid investments with original maturities when purchased of three months or less.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivables represent amounts due from the franchisees and are presented net of allowance for doubtful accounts. An allowance for doubtful accounts is established when we determine it is likely that a specific outstanding receivable balance will not be collected. Additionally, beyond specific identification of uncollectible amounts, a reserve is provided for the population of the accounts receivable that we believe will likely become uncollectible based on historical collection activity and current business conditions.

Hilton Franchise Holding LLC

Notes to Consolidated Financial Statements (continued)

2. Summary of Significant Accounting Policies (continued)

Intangible Assets with Finite Useful Lives

Intangible assets with finite useful lives are initially recorded at their fair value. All finite-lived intangible assets are amortized using the straight-line method over the life of the contract. Costs incurred to acquire individual contracts are amortized using the straight-line method over the life of the respective contract. As of December 31, 2010, we have weighted average useful lives of 18 years for franchise contract intangible assets.

Franchise Deposits

Franchise deposits represent franchise application fees that are collected at the time a third party applies for a franchise license. These amounts are recorded as a liability until the application is approved and we have no remaining obligations; at that time, the deposits are recognized as revenue. If the franchise application is not approved, the application fee is refunded to the applicant, less processing fees.

Revenue Recognition

Revenue is generally recognized as services are rendered. Franchise fees represent fees earned in connection with the licensing of our brand names, usually under long-term contracts with the hotel owners. Depending on the brand, we charge franchise royalty fees of up to five percent of room revenue. We recognize franchise fee revenue as the fees are earned and become due from the franchisee when all material services or conditions have been substantially performed or satisfied by the franchisor. We also charge certain fees upon the sale or change of ownership of a franchise. Such fees are recognized in revenue upon the execution of the sale or change in ownership.

We are required to collect certain taxes and fees from franchisees on behalf of governmental agencies and remit these back to the applicable governmental agencies on a periodic basis. We have a legal obligation to act as a collection agent. We do not retain these taxes and fees, and therefore they are not included in revenue. We record a liability when the amounts are collected and relieve the liability when payments are made to the applicable governmental agencies.

Hilton Franchise Holding LLC

Notes to Consolidated Financial Statements (continued)

3. Finite-Lived Intangible Assets

Intangible assets with finite lives at December 31, 2010 and 2009 are as follows:

	2010	2009
Franchise contracts	\$ 20,267	\$ 20,267
Accumulated amortization	(2,026)	(1,013)
	<u>\$ 18,241</u>	<u>\$ 19,254</u>

Our intangibles related to franchise agreements have finite lives, and accordingly, we recorded amortization expense of \$1,013 for each of the years ended December 31, 2010 and 2009.

We estimate our future amortization expense for our finite-lived intangible assets to be as follows:

2011	\$ 1,013
2012	1,013
2013	1,013
2014	1,013
2015	1,013
Thereafter	13,176
	<u>\$ 18,241</u>

4. Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. We believe that the fair values of current assets and current liabilities approximate their reported carrying amounts for the years ended December 31, 2010 and 2009.

5. Income Taxes

No provision is made in our accounts for federal or state income taxes since our taxes are the direct liability of Hilton. We have no uncertain tax positions that met the recognition or measurement criteria of ASC Topic 740, *Income Taxes*.

Hilton Franchise Holding LLC

Notes to Consolidated Financial Statements (continued)

6. Related Party Transactions

Due from Hilton affiliates

We maintain intercompany balances with Hilton affiliates that are a result of Hilton's centralized cash management system. Franchise fee revenue and franchise deposits are collected on behalf of us by Hilton affiliates and deposited into a lockbox account to which we have no access. We record a liability for franchise deposits when we, or the potential franchisee, have not met all of the contractual obligations and these amounts are refundable to applicants, less processing fees. Amounts reflected as a current asset in Due from Hilton affiliates related to franchise deposits represent those deposits that are due to us from Hilton affiliates and are repayable upon demand. The remainder of the Due from Hilton affiliates represents the amounts that are not expected to be settled and are reflected as a component of member's capital.

Operating Expenses

Our operating costs are paid by Hilton affiliates and are not directly charged to us. We have an Operator agreement with a Hilton affiliate, whereby we pay a fee of five percent based on revenue, as defined. Operating expenses incurred are recorded as expense in the accompanying Consolidated Statements of Operations and Member's Capital. Operating expenses payable is reflected as a reduction of amounts Due from Hilton affiliates.

7. Commitments and Contingencies

We are subject to legal proceedings and claims which arise in the ordinary course of business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect our financial position or liquidity.

8. Member's Capital

Through December 31, 2010, the Parent has contributed \$10,000,000 to fund our operations. In 2009 and 2008, \$2,000,000 and \$14,000,000, respectively, was distributed by us to the Parent.

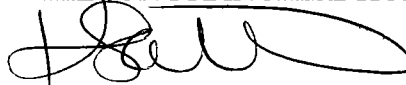
GUARANTY OF PERFORMANCE

For value received, Hilton Franchise Holding LLC, located at 7930 Jones Branch Drive, McLean, VA 22102 (the "Guarantor"), absolutely and unconditionally guarantees to assume the duties of Hampton Inns Franchise LLC, located at 7930 Jones Branch Drive, McLean, VA 22102 (the "Franchisor") under its franchise registration in each state where its franchise is registered or exempt from registration, as applicable, and under its Franchise Agreement as identified in its 2011 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended, from time to time. This guaranty continues until all such obligations of the Franchisor under the franchise registration or franchise exemption (as applicable) and Franchise Agreement are satisfied or until liability of the Franchisor under the Franchise Agreement has been completely discharged, whichever first occurs. Guarantor is not discharged from liability if a claim by the franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and on its successors and assigns.

The Guarantor signs this guarantee at McLean, VA on the 10th day of March, 2011.

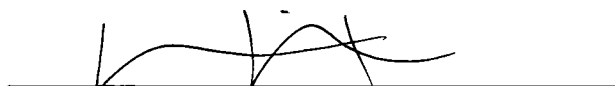
Guarantor:

HILTON FRANCHISE HOLDING LLC



By: Karen Satterlee
Vice President

ATTEST:



Owen Wilcox
Assistant Secretary

EXHIBIT D

EXHIBIT D

FRANCHISE LICENSE AGREEMENT

ENTER HOTEL NAME AND CITY/STATE HERE

EXHIBIT D

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[DELETE THOSE THAT DO NOT APPLY:]

- ATTACHMENT A - PERFORMANCE CONDITIONS: NEW DEVELOPMENT**
- ATTACHMENT A - PERFORMANCE CONDITIONS: CHANGE OF OWNERSHIP OR RE-LICENSING**
- ATTACHMENT A - PERFORMANCE CONDITIONS: CONVERSION**
- ATTACHMENT B - RIDER TO FRANCHISE LICENSE AGREEMENT**

EXHIBIT D

FRANCHISE LICENSE AGREEMENT

This Franchise License Agreement is dated as of the Effective Date between Hampton Inns Franchise LLC (“we,” “us,” “our” or “Licensor”) and the licensee entity (“you,” “your” or “Licensee”) set forth in the Rider attached as Attachment B.

INTRODUCTION

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

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

THE AGREEMENT

1. 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 License Agreement, including any exhibits, attachments and addenda.

“Applicable Laws” means all public laws, statutes, ordinances, orders, rules, regulations, permits, licenses, certificates, authorizations, directions and requirements of all governments and governmental authorities having jurisdiction over the Hotel or over Licensee to operate the Hotel, which, now or hereafter, may apply to the construction, renovation, completion, equipping, opening and operation of the Hotel, including, but not limited to, Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181, et seq., and 28 C.F.R. Part 36.

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

“Change of Ownership Transfer” means any proposed Transfer that results in a change of Licensee or a change in Control of Licensee, the Hotel, or the Hotel Site and is not otherwise permitted by this Agreement, all as set out in Subparagraph 11.b.(3).

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

“Competitor” means any individual or entity that at any time during the License Term, whether directly or through an Affiliate, owns in whole or in part, or is the licensor or franchisor of a Competing Brand, irrespective of the number of hotels owned, licensed or franchised by the Competitor under such brand name. A Competitor does not include an individual or entity that: (i) is a franchisee of a Competing Brand; (ii) manages a Competing Brand Hotel, so long as the individual or entity is not the exclusive manager of the competing Brand; or (iii) owns a minority interest in a Competing Brand, so long as neither that individual or entity nor any of its Affiliates is an officer, director, or employee of the Competing Brand,

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provides services (including as a consultant) to the Competing Brand, or exercises, or has the right to exercise, Control over the business decisions of the Competing Brand.

“Construction Work” means all action necessary to perform the development and construction of the Hotel, renovation, furnishing, equipping, and acquisition of supplies and the implementation of the Plans. **[INCLUDE ONLY IF USING ATTACHMENT A FOR NEW DEVELOPMENT OR CONVERSION]**

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

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

“Effective Date” means the Effective Date specified in the Rider.

“Entities” means our present or future Affiliates and direct or indirect owners.

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

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

“Force Majeure” as used in Attachment A means an event causing a delay in your performance of any duties under Attachment A, or any non-performance of such duties, that is not your fault or within your reasonable control. Force Majeure includes, but is not limited to: fire; floods; natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; and any other similar event beyond your reasonable control. Force Majeure does not include your own financial inability to perform, inability to obtain financing, inability to obtain permits or any other similar events unique to you or the Hotel, or to general economic downturn or conditions.

“General Manager” has the meaning set forth in Subparagraph 6.c.

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

“Gross Rooms Revenue” has the meaning set forth in Subparagraph 7.b.

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

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

“Hilton Worldwide” means Hilton Worldwide, Inc., a Delaware corporation.

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

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

“Indemnified Parties” means us and the Entities and our respective predecessors, successors and assigns, and the members, officers, directors, employees, managers, and agents of each of us.

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

“Interim Remedy” has the meaning set forth in Subparagraph 14.c.

“License” has the meaning set forth in Subparagraph 2.a.

“License Term” means the period from the Effective Date through the expiration of this Agreement on the date set forth in the Rider, unless terminated earlier under the terms of this Agreement.

“Licensed Brand” means the brand name set forth in the Rider.

“Linked Sites” has the meaning set forth in Subparagraph 5.d.

“Liquidated Damages” has the meaning set forth in Subparagraph 14.d.

“Management Company” has the meaning set forth in Subparagraph 6.c.

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

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

“Monthly Program Fee” means the fee we require from you in Subparagraph 7.a., which is set forth in the Rider.

“Monthly Royalty Fee” means the fee we require from you in Subparagraph 7.a., which is set forth in the Rider.

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

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

“Opening Date” means the day on which we authorize you to make available the facilities, Guest Rooms or services of the Hotel to the general public under the Licensed Brand.

“Operational Information” means all information concerning Gross Rooms Revenue, other revenues generated at the Hotel, room occupancy rates, reservation data and other financial and non-financial information we require.

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

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

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

“PIP” means product improvement plan.

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

“Plans” means your plans, layouts, specifications, and drawings for the Hotel.

“Pre-Opening Liquidated Damages” has the meaning set forth in Attachment A. **[INCLUDE ONLY IF USING ATTACHMENT A FOR NEW DEVELOPMENT OR CONVERSION]**

“Principal Mark” is the Mark identified as the Principal Mark in the Rider.

“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, but not limited to, national data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules.

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

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

“Quality Assurance Re-Evaluation Fee” has the meaning set forth in Subparagraph 3.e.

“Renovation Work” has the meaning set forth in Attachment A. **[INCLUDE ONLY IF USING ATTACHMENT A FOR CONVERSION, CHANGE OF OWNERSHIP OR RELICENSING]**

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

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

“Restricted Area Provision” has the meaning set forth in the Rider. **[INCLUDE ONLY IF RESTRICTED AREA PROVISION INCLUDED]**

“Rider” is attached as Attachment B.

“Room Addition” has the meaning set forth in Subparagraph 7.c.

“Room Addition Fee” is the fee you must pay when submitting the Room Addition request.

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

“Standards” means all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by us for use by you in connection with the design, construction, renovation, refurbishment, appearance, equipping, furnishing, supplying, opening, operating, maintaining, marketing, services, service levels, quality, and quality assurance of System Hotels, including the Hotel,

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and for hotel advertising and accounting, whether contained in the Manual or set out in this Agreement or other written communication.

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

“System Hotels” means hotels operating under the System using the Licensed Brand name.

“Trademark Liquidated Damages” has the meaning set forth in Attachment A. **[INCLUDE ONLY IF USING ATTACHMENT A FOR NEW DEVELOPMENT OR CONVERSION]**

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

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

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

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

2. Grant of License

a. Non-Exclusive License. We grant to you and you accept a limited, non-exclusive License to use the Marks and the System during the License Term at, and in connection with, the operation of the Hotel in accordance with the terms of this Agreement. You agree to identify and operate the Hotel as a System Hotel in accordance with the Marks, the System and this Agreement only as and when authorized by us. You acknowledge and agree that you are not acquiring any rights other than the non-exclusive right to use the System to operate the Hotel under the Licensed Brand at the Hotel Site under this Agreement and in accordance with the terms of this Agreement.

b. Reserved Rights. This Agreement does not limit our right, or the right of the Entities, to own, license or operate any Other Business of any nature, whether in the lodging or hospitality industry or not, and whether under the Licensed Brand, a competitive brand, or otherwise. We and the Entities have the right to engage in any Other Businesses, even if they compete with the Hotel, the System, or the Licensed Brand, and whether we or the Entities start those businesses, or purchase, merge with, acquire, are acquired by, come under common ownership with, or associate with, such Other Businesses. We may also: (a) modify the System by adding, altering, or deleting elements of the System; (b) use or license to others all or part of the System; (c) use the facilities, programs, services and/or personnel used in connection with the System in Other Businesses; and (d) use the System, the Licensed Brand and the Marks in the Other Businesses. You acknowledge and agree that you have no rights to, and will not make any claims or demands for, damages or other relief arising from or related to any of the foregoing activities, and you acknowledge and agree that such activities will not give rise to any liability on our part, including, but not limited to, liability for claims for unfair competition, breach of contract, breach of any applicable implied covenant of good faith and fair dealing, or divided loyalty.

[INCLUDE ONLY IF RESTRICTED AREA PROVIDED:]

c. Restricted Area Provision. The Restricted Area Provision is set forth in the Rider.

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3. Our Responsibilities

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

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

b. Reservation Services. We will furnish you with the Reservation Service. This service will be furnished to you on the same basis as it is furnished to other System Hotels, subject to the provisions of Subparagraph 14.c. below.

c. Consultation. We may, at our sole option, offer consultation services and advice in areas such as operations, facilities, and marketing on the same basis as other System Hotels. We may establish fees in advance, or on a project-by-project basis, for any consultation service or advice you request.

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

We will use your Monthly Program Fee to pay for various programs to benefit the System, including, but not limited to: (i) advertising, promotion, publicity, public relations, market research, and other marketing programs; (ii) developing and maintaining directories of and Internet sites for System Hotels; (iii) developing and maintaining the Reservation Service systems and support; and (iv) administrative costs and overhead related to the administration or direction of these projects and programs. We will have the sole right to determine how and when we spend these funds, including sole control over the creative concepts, materials and media used in the programs, the placement and allocation of advertising, and the selection of promotional programs. We may enter into arrangements for development, marketing, operations, administrative, technical and support functions, facilities, programs, services and/or personnel with any other entity, including any of the Entities or a third party. You acknowledge that Monthly Program Fees are intended for the benefit of the System and will not simply be used to promote or benefit any one System Hotel or market. We will have no obligation in administering any activities paid by the Monthly Program Fee to make expenditures for you that are equivalent or proportionate to your payments or to ensure that the Hotel benefits directly or proportionately from such expenditures. We may create any programs and allocate monies derived from Monthly Program Fees to any regions or localities, as we consider appropriate in our sole business judgment. The aggregate of Monthly Program Fees paid to us by System Hotels does not constitute a trust or "advertising fund" and we are not a fiduciary with respect to the Monthly Program Fees paid by you and other System Hotels. We are not obligated to expend funds in excess of the amounts received from System Hotels. If any interest is earned on unused Monthly Program Fees, we will use the interest before using the principal. The Monthly Program Fee does not cover your costs of participating in any optional marketing programs and promotions offered by us in which you voluntarily choose to participate. These Monthly Program Fees do not cover the cost of operating the Hotel in accordance with the Standards.

e. Inspections/Compliance Assistance. We will administer a quality assurance program for the System that may include conducting periodic inspections of the Hotel and guest satisfaction surveys and audits to ensure compliance with System Standards. You will permit us to inspect the Hotel without prior notice to determine if the Hotel is in compliance with the Standards. You will cooperate fully with our representatives during these inspections. You will then take all steps necessary to correct any

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deficiencies within the times we establish. You may be charged a Quality Assurance Re-Evaluation Fee as set forth in the Standards. You will provide complimentary accommodations for the quality assurance auditor each time we conduct a regular inspection or a special on-site quality assurance re-evaluation after the Hotel has failed a regular quality assurance evaluation or to verify that deficiencies noted in a quality assurance evaluation report or PIP have been corrected or completed by the required dates.

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

g. Equipment and Supplies. We will make available to you for use in the Hotel various purchase, lease, or other arrangements for exterior signs, operating equipment, operating supplies, and furnishings, which we make available to other System Hotels.

4. Proprietary Rights

You will not contest, either directly or indirectly during the License Term or after termination or expiration of this Agreement: (i) our (and/or any Entities') ownership of, rights to and interest in the System, Licensed Brand, Marks and any of their elements or components, including present and future distinguishing characteristics; (ii) our sole right to grant licenses to use all or any elements or components of the System; (iii) that we (and/or the Entities) are the owner of (or the licensee of, with the right to sublicense) all right, title and interest in and to the Licensed Brand and the Marks used in any form and in any design, alone or in any combination, together with the goodwill they symbolize; and (iv) the validity or ownership of the Marks. You acknowledge that these Marks have acquired a secondary meaning which indicates that the Hotel, Licensed Brand and System are operated by or with our approval. All improvements and additions to, or associated with, the System, all Marks, and all goodwill arising from your use of the System and the Marks, will inure to our benefit and become our property (or that of the applicable Entities), even if you develop them. You will not apply for or obtain any trademark or service mark registration of any of the Marks or any confusingly similar marks in your name or on behalf of or for the benefit of anyone else. You acknowledge that you are not entitled to receive any payment or other value from us or from any of the Entities for any goodwill associated with your use of the System or the Marks, or any elements or components of the System.

5. Trade Name, Use of the Marks

a. Trade Name. The Hotel will be initially known by the Trade Name set forth in the Rider. We may change the Trade Name, the Licensed Brand name and/or any of the Marks (but not the Principal Mark), or the way in which any of them (including the Principal Mark) are depicted, at any time at our sole option and at your expense. You may not change the Trade Name without our specific prior written consent. You acknowledge and agree that you are not acquiring the right to use any service marks, copyrights, trademarks, trade dress, logos, designs, insignia, emblems, symbols, slogans, distinguishing characteristics, trade names, domain names or other marks or characteristics owned by us or licensed to us that we do not specifically designate to be used in the System.

b. Use of Trade Name and Marks. You will operate under the Marks, using the Trade Name, at the Hotel. You will not adopt any other names or marks in operating the Hotel without our approval. You will not use any of the Marks, or the word "Hilton," or other Network trademarks, trade names or service marks, or any similar words or acronyms, in: (i) your corporate, partnership, business or trade name except as we permit under this Agreement or the Standards; (ii) any Internet-related name (including a domain name), except as we permit under this Agreement or in the Standards; or (iii) any business operated separately from the Hotel, including the name or identity of developments adjacent to or associated with the Hotel. You agree that any unauthorized use of the Marks will be an infringement of our rights and a material breach of this Agreement.

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c. Trademark Disputes. You will immediately notify us of any infringement or dilution of or challenge to your use of any of the Marks and will not, absent a court order or our prior written consent, communicate with any other person regarding any such infringement, dilution, challenge or claim. We will take the action we deem appropriate with respect to such challenges and claims and have the sole right to handle disputes concerning use of all or any part of the Marks or the System. You will fully cooperate with us and any applicable Entity in these matters. We do not reimburse your expenses incurred in cooperating with us or the Entities in these matters. You appoint us as your exclusive attorney-in-fact, to prosecute, defend and/or settle all disputes of this type at our sole option. You will sign any documents we or the applicable Entity believe are necessary to prosecute, defend or settle any dispute or obtain protection for the Marks and the System and will assign to us any claims you may have related to these matters. Our decisions as to the prosecution, defense or settlement of the dispute will be final. All recoveries made as a result of disputes regarding use of all or part of the System or the Marks will be for our account.

d. Web Sites. You may not register, own, maintain or use any Sites that relate to the Network or the Hotel or that include the Marks. The only domain names, Sites, or Site contractors that you may use relating to the Hotel or this Agreement are those we assign or otherwise approve in writing. You must also obtain our prior written approval concerning any third-party Site in which the Hotel will be listed, any proposed links between such Site and any other site ("**Linked Sites**") and any proposed modifications to Sites and Linked Sites. All Sites containing any of the Marks and any Linked Sites must advertise, promote, and reflect on the Hotel and the System in a first-class, dignified manner. Any use of the Marks on any Site must conform to our requirements, including the identity and graphics Standards for all System hotels. Given the changing nature of this technology, we have the right to withhold our approval, and to withdraw any prior approval, and to modify our requirements.

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

e. Covenant. You agree, as a direct covenant with us and the Entities, that you will comply with all of the provisions of this Agreement related to the manner, terms and conditions of the use of the Marks and the termination of any right on your part to use any of the Marks. Any non-compliance by you with this covenant or the terms of this Agreement related to the Marks, or any unauthorized or improper use of the System or the Marks, will cause irreparable damage to us and/or to the Entities. If you engage in such non-compliance or unauthorized and/or improper use of the System or the Marks during or after the License Term, we and any of the applicable Entities, along with the successors and assigns of each, separately or along with each other, will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies we or the Entities may have at law. You consent to the entry of such temporary and permanent injunctions. You must pay all costs and expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation that we and/or the Entities may incur in connection with your non-compliance with this covenant.

6. Your Responsibilities

In addition to any other responsibilities and obligations you have under this Agreement, you are responsible for performing the following obligations:

a. Operational and Other Requirements. During the License Term, you must:

- (1) after the Opening Date, operate the Hotel twenty-four (24) hours a day;
- (2) operate the Hotel using the System, in compliance with this Agreement and the Standards, and in such a manner to provide courteous, uniform, respectable and high quality lodging and

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other services and conveniences to the public. You acknowledge that, although we provide the Standards, you have exclusive day-to-day control of the business and operation of the Hotel and we do not in any way possess or exercise such control;

(3) comply with System Standards, including our specifications for all supplies, products and services, regarding (i) the types and levels of services, amenities and products that must be used, promoted or offered in connection with the Hotel and (ii) the purchase of products and services, including, but not limited to, furniture, fixtures, equipment, food, operating supplies, consumable inventories, merchandise for resale to be used at, and/or sold from, the Hotel, in-room entertainment, computer networking, and any and all other items used in the operation of the Hotel. We may require you to purchase a particular brand of product. Unless we specify otherwise, you may purchase this product from any authorized source of distribution; however, we reserve the right, in our business judgment, to enter into exclusive purchasing arrangements for particular products or services and to require that you purchase products or services from approved suppliers or distributors;

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

(5) comply with System Standards for the training of persons involved in the operation of the Hotel, including completion by the General Manager and other key personnel of the Hotel of a training program for operation of the Hotel under the System, at a site we designate. You will pay us for all fees and charges, if any, we require for your personnel to attend these training programs. You will also be responsible for the wages, room, board and travel expenses of your personnel;

(6) purchase and maintain property management, revenue management, in-room entertainment, telecommunications, high-speed internet access, and other computer and technology systems we designate as System-wide (or area-wide) programs based on our assessment of the long-term best interests of System Hotels, considering the interest of the System as a whole;

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

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

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

(10) participate in and use, on the terms in this Agreement and in the Standards, the Reservation Service, including any additions, enhancements, supplements or variants we develop or adopt, and honor and give first priority on available rooms to all confirmed reservations referred to the Hotel through the Reservation Service. The only reservation service or system you may use for outgoing reservations referred by or from the Hotel to other Network Hotels will be the Reservation Service or other reservation services we designate;

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(11) comply with Applicable Laws and, upon request, give evidence to us of compliance;

(12) participate in, and promptly pay all fees, commissions and charges associated with, all travel agent commission programs and third-party reservation and distribution services (such as airline reservation systems), all as required by the Standards and in accordance with the terms of these programs, all of which may be modified;

(13) not engage, directly or indirectly, in any cross-marketing or cross-promotion of the Hotel with any Other Hotel or related business, except as outlined in this Paragraph, without our prior written consent, which we may withhold or condition in our business judgment. You agree to refer guests and customers, wherever reasonably possible, only to System Hotels or Network Hotels. We may require you to participate in programs designed to refer prospective customers to Other Hotels. You must display all material, including brochures and promotional material we provide for System Hotels and Network Hotels, and allow advertising and promotion only of System Hotels and Network Hotels on the Hotel Premises, unless we specifically direct you to include advertising or promotion of Other Hotels;

(14) treat as confidential the Standards, the Manual and all other Proprietary Information. You acknowledge and agree that you: (i) do not acquire any interest in the Proprietary Information other than the right to utilize the same in the development and operation of the Hotel under the terms of this Agreement; (ii) will not use the Proprietary Information in any business or for any purpose other than in the development and operation of the Hotel under the System; (iii) will maintain the absolute confidentiality of the Proprietary Information during and after the License Term; (iv) will not make unauthorized copies of any portion of the Proprietary Information; and (v) will adopt and implement all procedures we may periodically establish in our business judgment to prevent unauthorized use or disclosure of the Proprietary Information, including restrictions on disclosure to employees and the use of non-disclosure and non-competition clauses in agreements with employees, agents and independent contractors who have access to the Proprietary Information;

(15) not become a Competitor, or permit your Affiliate to become a Competitor, without our prior written consent;

(16) own fee simple title (or long-term ground leasehold interest, provided that such interest has been granted to you by an unrelated third-party ground lessor in an arms length transaction for a term equal to, or longer than, the License Term) to the real property and improvements that comprise the Hotel, or alternatively, at our request, cause the fee simple owner, or other third party acceptable to us, to provide its guarantee covering all of your obligations under this Agreement in form and substance acceptable to us;

(17) maintain legal possession and control of the Hotel and Hotel Site for the term of the Agreement and promptly deliver to us a copy of any notice of default you receive from any mortgagee, trustee under any deed of trust, or ground lessor for the Hotel, and upon our request, provide any additional information we may request related to any alleged default or any subsequent action or proceeding in connection with any alleged default;

(18) refrain from directly or indirectly conducting, or permitting by lease, concession arrangement or otherwise, gaming or casino operations in or connected to the Hotel or on the Hotel Site; without our prior written consent, which we may withhold or condition in our business judgment;

(19) refrain from directly or indirectly conducting or permitting the marketing or sale of timeshares, vacation ownership, fractional ownership, condominiums or like schemes at, or adjacent to, the Hotel without our written consent, which we may withhold or condition in our business judgment; provided, however, that this restriction will not prohibit you from directly or indirectly conducting timeshare, vacation ownership, fractional ownership, or condominium sales or marketing at and for any property located adjacent to the Hotel that is owned or leased by you so long as: (i) you do not use any of the

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Marks in such sales or marketing efforts; and (ii) you do not use the Hotel or its facilities in such sales and marketing efforts or in the business operations of the adjacent property;

(20) participate in and pay all charges related to our marketing programs (in addition to programs covered by the Monthly Program Fee), all guest frequency programs we require; and any optional programs that you opt into. You must also honor the terms of any discount or promotional programs (including any frequent guest program) that we offer to the public on your behalf, any room rate quoted to any guest at the time the guest makes an advance reservation, and any award certificates issued to Hotel guests participating in these programs;

(21) maintain, at your expense, insurance of the types and in the minimum amounts we specify in the Standards. All such insurance must be with insurers having the minimum ratings we specify, name as additional insureds the parties we specify in the Standards, and carry the endorsements and notice requirements we specify in the Standards. If you fail or neglect to obtain or maintain the insurance or policy limits required by this Agreement, we have the option, but not the obligation, to obtain and maintain such insurance without notice to you, and you will immediately upon our demand pay us the premiums and cost we incur in obtaining this insurance;

(22) refrain from sharing the business operations and Hotel facilities with any Other Hotel, without our written consent, which we may withhold or condition in our business judgment;

(23) refrain from any activity which, in our business judgment, is likely to adversely reflect upon or affect in any manner, any gaming licenses or permits held by the Entities or the then current stature of any of the Entities with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of any of the Entities;

(24) notwithstanding anything to the contrary in this Agreement, refrain from engaging in any tenant-in-common syndication or Transfer of any tenant-in-common interest in the Hotel or the Hotel Site, other than a Transfer that is otherwise a Permitted Transfer, without our express written permission, which we may withhold at our sole option, and, if we grant such permission, comply with the terms of such permission; and

(25) promptly provide to us all information we reasonably request about you and your Affiliates (including your respective beneficial owners, officers, directors, shareholders, partners or members) and/or the Hotel, title to the property on which the Hotel is constructed and any other property used by the Hotel. The information requested may include, but not necessarily be limited to, financial condition, credit information, personal and family background, business background, litigation, indictments, criminal proceedings and the like.

b. Hotel Refurbishment. In addition to the general requirement for you to operate the Hotel according to our Standards, we may periodically require you to modernize, rehabilitate and/or upgrade the Hotel's fixtures, equipment, furnishings, furniture, signs, computer hardware and software and related equipment, supplies and other items to meet the then-current Standards. You will make these changes at your sole cost and expense. Nothing in this subparagraph will relieve you from the obligation to maintain acceptable product quality ratings at the Hotel and maintain the Hotel in accordance with the Standards at all times during the License Term. You may not make any change in the number of approved Guest Rooms in the Rider or any other significant change (including major changes in structure, design or decor) in the Hotel without our prior written approval. Minor redecoration and minor structural changes that comply with our Standards will not be considered significant.

c. Staff and Management. You are at all times solely responsible for the management of the Hotel's business. You may fulfill this responsibility by providing: (i) qualified and experienced management, which may be a third-party Management Company; and (ii) a General Manager, each approved by us in writing **[IF APPLICABLE]** at least six (6) months before the Opening Date (conditional or otherwise)]. You agree that we will have the right to communicate directly with the Management

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Company and managers at the Hotel and that we may rely on the communications of such managers or Management Company as being on your behalf.

You represent and agree that you have not, and will not, enter into any lease, management agreement or other similar arrangement for the operation of the Hotel or any part of the Hotel with any person or entity without our prior written consent. To be approved by us as the operator of the Hotel, you, any proposed Management Company and any proposed General Manager must be qualified to manage the Hotel. We may refuse to approve you, any proposed Management Company or any proposed General Manager which, in our business judgment, is inexperienced or unqualified in managerial skills or operating capacity or capability or is unable to adhere fully to the obligations and requirements of this Agreement. You understand that we reserve the right to not approve a Competitor, or any entity that (through itself or its Affiliate) is the exclusive manager for a Competitor, to manage the Hotel. If the Management Company becomes a Competitor or the Management Company and/or the General Manager resigns or is terminated by you or otherwise becomes unsuitable in our sole business judgment to manage the Hotel at any time during the License Term, you will have ninety (90) days to retain a qualified substitute Management Company and/or General Manager acceptable to us. Any Management Company and/or General Manager must have the authority to perform all of your obligations under this Agreement, including all indemnity and insurance obligations. The engagement of a Management Company does not reduce your obligations under this Agreement. In the case of any conflict between this Agreement and any agreement with the Management Company or General Manager, this Agreement prevails.

[FOR FRANCHISE CHANGE OF OWNERSHIP TRANSACTIONS ONLY:

d. Obligations of Prior Licensee. You acknowledge and agree that you are directly responsible for, and will pay on demand, all fees and charges due and owing us and the Entities related to the prior franchise license agreement for the Hotel if any such fees and charges remain outstanding as of or accrue after the Effective Date of this Agreement.]

7. Fees

a. Monthly Fees. Beginning on the Opening Date, you will pay to us for each month (or part of a month, including the final month you operate under this Agreement) a Monthly Royalty Fee and a Monthly Program Fee, each of which is set forth in the Rider. The amount of the Monthly Program Fee is subject to change by us. Any change may be established in the Standards, but any increase in the Monthly Program Fee will not exceed the standard rate as of the Effective Date plus one percent (1%) of the Hotel's Gross Rooms Revenue during the License Term.

b. Calculation and Payment of Fees. The monthly fees will be calculated in accordance with the accounting methods of the then current Uniform System of Accounts for the Lodging Industry, or such other accounting methods as may otherwise be specified by us in the Manual. Gross Rooms Revenue, as used in the calculation of the Monthly Royalty Fee and the Monthly Program Fee under this Agreement, means all revenues derived from the sale or rental of Guest Rooms (both transient and permanent) of the Hotel, including revenue derived from the redemption of points or rewards under the loyalty programs in which the Hotel participates, amounts attributable to breakfast (where the guest room rate includes breakfast), and guaranteed no-show revenue and credit transactions, whether or not collected, at the actual rates charged, less allowances for any Guest Room rebates and overcharges, and will not include taxes collected directly from patrons or guests. In the event of fire or other insured casualty that results in a reduction of Gross Rooms Revenue, you will determine and pay us, from the proceeds of any business interruption or other insurance applicable to loss of revenues, an amount equal to the forecasted Monthly Program Fee and forecasted Monthly Royalty Fee, based upon the Gross Rooms Revenue amount agreed upon between you and your insurance company, that would have been paid to us in the absence of such casualty; provided however, we have the right, at our request, to participate with you in the determination of the forecasted Gross Rooms Revenue amount for purposes of calculating the Monthly Program Fee and Monthly Royalty Fee. Group booking rebates, if any, paid by you or on your behalf to third-party groups for group stays must be included in, and not deducted from, the calculation of Gross Rooms Revenue. The Monthly Royalty Fee and the Monthly Program Fee will be

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paid to us at the place and in the manner we designate on or before the fifteenth (15th) day of each month and will be accompanied by our standard schedule setting forth in reasonable detail the computation of the Monthly Royalty Fee and Monthly Program Fee for such month. There will be an annual adjustment within ninety (90) days after the end of each operating year so that the total Monthly Royalty Fees and Monthly Program Fees paid annually will be the same as the amounts determined by audit. We reserve the right to require you to transmit the Monthly Royalty Fee and the Monthly Program Fee and all other payments required under this Agreement by wire transfer or other form of electronic funds transfer and to provide the standard schedule in electronic form. You must bear all costs of wire transfer or other form of electronic funds transfer or other electronic payment and reporting.

c. Room Addition Fee. If you desire to add or construct additional Guest Rooms at the Hotel at any time after the Opening Date of the Hotel under the Licensed Brand ("**Room Addition**"), before you enter into any agreement to construct the Room Addition or begin constructing the Room Addition, you must: (i) submit to us a written request describing the proposed Room Addition and including any information we may in our business judgment require to consider your request; and (ii) along with your request, pay us a nonrefundable Room Addition Fee equal to the then-prevailing per room Guest Room development fee charged for new System Hotels, multiplied by the number of proposed additional Guest Rooms. We will follow our then-current procedure for processing your Room Addition request. As a condition to our granting approval of your Room Addition Application, we may require you to modernize, rehabilitate or upgrade the Hotel, subject to Subparagraph 6(b) of this Agreement, and to pay us our then prevailing PIP Fee to prepare a PIP to determine the renovation requirements for the Hotel. We may also require you to execute an amendment to this Agreement covering the terms and conditions of the Room Addition, which may include an estoppel and general release of claims against us, the Entities, and related persons.

d. Other Fees. You will timely pay all amounts due us or any of the Entities for any invoices or for goods or services purchased by or provided to you or paid by us or any of the Entities on your behalf, including pre-opening sales and operations training.

e. Taxes. If any Gross Receipts Tax is imposed upon us or any of the Entities based on any payments made by you related to this Agreement, then you must reimburse us or the Entity for any such Gross Receipts Tax to ensure that the amount we or the Entity retains, after paying the Gross Receipts Tax, equals the full amount of the payments you are required to pay us or the Entity had such Gross Receipts Tax not been imposed; provided that you will not be required to pay income taxes payable by us or any Entity as a result of the net income relating to any fees collected under this Agreement.

f. Application of Fees. We may apply any amounts received from you to any amounts due under this Agreement. Failure to pay any amount when due is a material breach of this Agreement. Such unpaid amounts will accrue a service charge beginning on the first day of the month following the due date of one and one-half percent (1½%) per month or the maximum amount permitted by Applicable Law, whichever is less.

8. Reports, Records, Audits, and Privacy

a. Reports. At our request, you will prepare and deliver to us daily, monthly, quarterly and annual Reports we require, prepared in the form, manner and within the time frame we require. The Reports will contain all Operational Information we require and will be certified as accurate in the manner we require. You will also provide us any additional related Operational Information and Reports and other information we may periodically request and permit us to inspect your books and records at all reasonable times. At least monthly, you will prepare a statement that will include all information concerning the Operational Information. By the fifteenth (15th) day of each month, you will submit to us a statement setting forth the Operational Information for the previous month and reflecting the computation of the amounts then due under Paragraph 7, in the form and detail we require.

b. Maintenance of Records. In a manner and form satisfactory to us and using accounting and reporting Standards we require in our business judgment, you will: (i) prepare on a current basis (and

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preserve for no less than the greater of four (4) years or our record retention requirements), complete and accurate records concerning Gross Rooms Revenue and all financial, operating, marketing and other aspects of the Hotel; and (ii) maintain an accounting system that fully and accurately reflects all financial aspects of the Hotel and its business. These records will include books of account, tax returns, governmental reports, register tapes, daily reports, and complete quarterly and annual financial statements (including profit and loss statements, balance sheets and cash flow statements).

c. Audit. We may require you to have the Gross Rooms Revenue, fees or other monies due to us computed and certified as accurate by a certified public accountant. During the License Term and for two (2) years thereafter, we and our authorized agents have the right to verify Operational Information required under this Agreement by requesting, receiving, inspecting and auditing, at all reasonable times, any and all records referred to above wherever they may be located (or elsewhere if we request). If any inspection or audit reveals that you understated or underpaid any payment due to us that is not fully offset by overpayments, you will promptly pay to us the deficiency plus interest from the date each payment was due until paid at a rate of one and one-half percent (1½%) per month or the maximum amount permitted by Applicable Law, whichever is less. If the audit or inspection reveals that the underpayment is willful, or is for five percent (5%) or more of the total amount owed for the period being inspected, you will also reimburse us for all inspection and audit costs, including reasonable travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel. Our acceptance of your payment of any deficiency will not waive any rights we may have as a result of your breach, including our right to terminate this Agreement. If the audit discloses an overpayment, we will credit this overpayment against your future payments due under this Agreement, without interest, or if no future payments are due under this Agreement, we will promptly pay you the amount of the overpayment without interest.

d. Ownership of Information. All Information and all revenues we derive from such Information will be our property. You may use Information that you acquire from third parties in operating the Hotel, such as Personal Information, at any time during or after the License Term to the extent lawful and at your sole risk and responsibility, but only in connection with operating the Hotel. The Information will become our Proprietary Information which we may use for any reason as we deem necessary, including making a financial performance representation in our franchise disclosure documents.

e. Privacy and Data Protection. You will: (i) comply with all applicable Privacy Laws; (ii) comply with all Standards that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause us or the Entities to breach any Privacy Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us and the Entities in compliance with the Privacy Laws; and (v) immediately report to us the theft or loss of Personal Information (other than the Personal Information of your own officers, directors, shareholders, employees or service providers).

9. Indemnity

You must, during and after the License Term, indemnify the Indemnified Parties against, and hold them harmless from, all losses, costs, liabilities, damages, claims, and expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation arising out of or resulting from: (i) any claimed occurrence at the Hotel or arising from, as a result of, or in connection with the development, construction or operation of the Hotel (including the design, construction, financing, furnishing, equipment, acquisition of supplies or operation of the Hotel in any way); (ii) any bodily injury, personal injury, death or property damage suffered or claimed by any guest, customer, visitor or employee of the Hotel; (iii) your alleged or actual infringement or violation of any patent, mark or copyright or other proprietary right owned or controlled by third parties; (iv) your alleged or actual violation or breach of any contract (including any System-wide group sales agreement), any Applicable Law, or any industry standard; (v) any business conducted by you or a third party in, on or about the Hotel or its grounds; (vi) any other of you or your Affiliates' acts, errors, omissions or obligations, or those of anyone associated or affiliated with you, your Affiliates or the Hotel or in any way arising out of or related to this Agreement; or (vii) your failure to comply with Subparagraph 16.1., including a breach of the representations set forth therein. However, you do not have to indemnify an Indemnified Party to the extent damages otherwise covered

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under this Paragraph 9 are adjudged by a final, non-appealable judgment of a court of competent jurisdiction to have been solely the result of the gross negligence or willful misconduct of that Indemnified Party, and not any of the acts, errors, omissions, negligence or misconduct of you or anyone related to you or the Hotel. You may not rely on this exception to your indemnity obligation if the claims were asserted against us or any other Indemnified Party on the basis of: (i) theories of imputed or secondary liability, such as vicarious liability, agency, or apparent agency; or (ii) our failure to compel you to comply with the provisions of this Agreement, including compliance with Standards, Applicable Laws or other requirements.

You will also indemnify the Indemnified Parties for any claim for damages by reason of the failure of any contractor, subcontractor, supplier or vendor doing business with you relating to the Hotel to maintain adequate insurance as required in the Standards.

You will give us written notice of any action, suit, proceeding, claim, demand, inquiry or investigation involving an Indemnified Party within five (5) days of your actual knowledge of it. At our election, you will defend us and/or the Indemnified Parties against the same or we may elect to assume (but under no circumstance will we be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation at your expense and risk. We may obtain separate counsel of our choice if we believe your and our interests may conflict. Our undertaking of defense and/or settlement will in no way diminish your obligation to indemnify the Indemnified Parties and to hold them harmless. You will also reimburse the Indemnified Parties upon demand for all expenses, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation, the Indemnified Parties incur to protect themselves or to remedy your defaults. Under no circumstances will the Indemnified Parties be required to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against you, and their failure to do so will in no way reduce the amounts recoverable from you by the Indemnified Parties.

Your obligations under this Paragraph 9 will survive expiration or termination of this Agreement.

10. Notice of Intent to Market

Except in the case of a Transfer governed by Subparagraph 11.b.(1) or 11.b.(2), below, if you or an Affiliate that directly or indirectly Controls the Hotel and/or Controls the entity that Controls the Hotel (the "**Controlling Affiliate**"), want to Transfer by sale or lease or market for sale or lease all or part of your interest in the Hotel or the Hotel Site, you or the applicable Controlling Affiliate must first give us written notice of your intent to sell or lease the Hotel or Hotel Site, concurrent with beginning your marketing efforts.

11. Transfer

a. Our Transfer. We may Transfer this Agreement or any of our rights, obligations, or assets under this Agreement, by operation of law or otherwise, to any person or legal entity without your consent. Any of the Entities may Transfer their ownership rights in us or any of our parents or Affiliates, by operation of law or otherwise, including by public offering, to any person or legal entity without your consent. You acknowledge and agree that this Agreement is a license for the Licensed Brand only and the programs that are unique to the Licensed Brand. Therefore, if we Transfer or assign this Agreement, your right to use any programs, rights or services related to or provided by the Entities or their designees, including the Reservation Service, any guest frequency program not unique to the Licensed Brand, and any Marks (except the principal name identified in the Rider) may terminate. After our Transfer of this Agreement to a third party who expressly assumes our obligations under this Agreement, we will no longer have any performance or other obligations under this Agreement.

b. Your Transfer. You understand and acknowledge that the rights and duties in this Agreement are personal to you and that we are entering into this Agreement in reliance on your business skill, financial capacity, and the personal character of you, your officers, directors, partners, members, shareholders or trustees. A Transfer by you of any Equity Interest, or this Agreement, or any of your

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rights or obligations under this Agreement, or a Transfer by an Equity Owner is prohibited other than as expressly permitted herein. You represent that as of the Effective Date, the Equity Interests are directly and/or indirectly owned as shown in the Rider.

(1) **Transfers That Do Not Require Notice to Us or Our Consent.** The following Transfers will be permitted, without giving us notice or receiving our consent, as long as they meet the stated requirements.

(a) **Privately Held Equity Interests: Less than 25% Change/No Change of Control.** An Equity Interest that is not publicly traded may be Transferred without notice to us and without our consent, if after the transaction: (i) less than twenty-five percent (25%) of the Equity Interest in the Licensee (excluding any Transfer under Subparagraph 11.b.(1)(b) below) will have changed hands since the Effective Date of this Agreement; and (ii) any such Transfer will not result in a change of Control of the Licensee, the Hotel or the Hotel Site.

(b) **Publicly Traded Equity Interests.** A Publicly Traded Equity Interest may be Transferred without notice to us and without our consent if the Transfer does not result in a change in Control of the Licensee, the Hotel or the Hotel Site.

(2) **Other Permitted Transfers.** We will permit the types of Transfers listed in this Subparagraph 11.b.(2) ("**Permitted Transfers**"), on the conditions stated, so long as (a) the proposed transferee is not a Specially Designated National or Restricted or Blocked Person (as defined in Subparagraph 16.l.) or a Competitor and (b) you or, if applicable, the transferring Affiliate or Equity Owner: (i) give us sixty (60) days advance written notice of the proposed Transfer (including the identity and contact information for any proposed transferee and any other information we may in our business judgment require in order to review the proposed Transfer and verify compliance with this Paragraph 11; (ii) are not in default under this Agreement or any related agreement; (iii) pay to us a nonrefundable processing fee of Five Thousand Dollars (\$5,000) with the Transfer request; (iv) follow our then-current procedure for processing Permitted Transfers; and (v) execute any documents required by the procedure for processing Permitted Transfers, which may include an estoppel and general release of claims that you or the Equity Owner may have against us, the Entities, and related persons.

(a) **Affiliate Transfer.** You or any Equity Owner named in the Rider as of the Effective Date (or any transferee Equity Owner we subsequently approve) may Transfer an Equity Interest or this Agreement to an Affiliate, as long as: (i) any Transfer of an Equity Interest does not result in a change of Control of the Licensee, the Hotel or the Hotel Site; (ii) in any Transfer of this Agreement to an Affiliate, the Control of the Transferee Licensee is not different from the Control of the transferring Licensee; and (iii) the Transfer otherwise satisfies the conditions in this Subparagraph 11.b.(2).

(b) **Transfers to Family Member or Trust.** If you or any Equity Owner as of the Effective Date (or any transferee Equity Owner we subsequently approve) are a natural person, and desire to Transfer any Equity Interest or this Agreement to a member of your (or any such Equity Owner's) immediate family (i.e. spouse, children, parents, siblings) or to a trust or trusts for your benefit (or the benefit of the Equity Owner or the Equity Owner's immediate family members), we will consent to the Transfer provided that (i) such event does not result in a change of Control of the Licensee, the Hotel or the Hotel Site, and (ii) the Transfer otherwise satisfies the conditions in this Subparagraph 11.b.(2).

(c) **Transfer Upon Death.** Upon the death of a Licensee or Equity Owner who is a natural person, this Agreement or the Equity Interest of the deceased Equity Owner may Transfer in accordance with such person's will or, if such person dies intestate, in accordance with laws of intestacy governing the distribution of such person's estate without our consent, provided that: (i) the Transfer Upon Death is to an immediate family member or to a legal entity formed by such family member(s); and (ii) within one (1) year after the death, such family member(s) or entity meet all of our then current requirements for an approved applicant and the Transfer otherwise satisfies the conditions in this Subparagraph 11.b.(2).

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(d) **Bricks and Mortar Transfer.** If you or your Affiliate own the Hotel and/or Hotel Site, you or your Affiliate may Transfer the Hotel and/or the Hotel Site provided that after completion of the transaction, (i) you remain in full compliance with this Agreement and all of its subparts; (ii) you retain the management control of the Hotel operations; and the Transfer otherwise satisfies the conditions in this Subparagraph 11.b.(2).

(e) **Privately Held Equity Interests: 25% or Greater Change/No Change of Control.** You or any Equity Owner as of the Effective Date (or any transferee Equity Owner we subsequently approve) may Transfer an Equity Interest even though, after the completion of such conveyance, twenty-five percent (25%) or more cumulative Equity Interest in Licensee will have changed hands since the Effective Date of this Agreement, so long as (i) such event does not result in a change of Control of the Licensee, the Hotel or the Hotel Site; (ii) you are not then in material default under this Agreement; and (iii) the Transfer otherwise satisfies the conditions in this Subparagraph 11.b.(2).

(3) **Change of Ownership Transfer.** Any proposed Transfer that is not described in Subparagraph 11.b.(1), 11.b.(2), or 11.b.(5) is a Change of Ownership Transfer. You must give us at least sixty (60) days advance written notice of any proposed Change of Ownership Transfer, including the identity and contact information for any proposed Transferee Licensee or transferee Equity Owner(s) and any other information we may in our business judgment require in order to review and consent to the Transfer. The Transferee Licensee must submit to us a Change of Ownership Application accompanied by payment of our then prevailing development services fee. If you are remaining as Licensee, with a change of Control, you or the transferee Equity Owner(s) must submit the Change of Ownership Application and pay the fee. We may also require you or the Transferee Licensee to pay the then prevailing PIP Fee for us to determine the renovation requirements for the Hotel. If we approve the Change of Ownership Transfer, we may require you (if there is no Transferee Licensee), or the Transferee Licensee to pay any other applicable fees and charges we then impose for new Licensed Brand franchise licenses.

We will process the Change of Ownership Application in accordance with our then current procedures, including review of criteria and requirements regarding upgrading of the Hotel, credit, background investigation, operations abilities and capabilities, prior business dealings, market feasibility, guarantees, and other factors we consider relevant in our business judgment. We will have sixty (60) days from our receipt of the completed and signed application to consent or withhold our consent to the transferee Equity Owner(s), the Transferee Licensee and/or Change of Ownership Transfer. During our review process, you authorize us to communicate with the transferee Equity Owner(s), any Transferee Licensee and any other necessary party and to provide to the transferee Equity Owner(s), any Transferee Licensee any information we have about the Hotel and the market in which the Hotel operates.

Our consent to the Change of Ownership Transfer is subject to the following conditions, all of which must be satisfied at or prior to the date of closing the Transfer ("**Closing**"):

- (a) You are not in default of this Agreement or any related agreement;
- (b) We must receive, at or before Closing, payment of all amounts due to us or the Entities through the date of Closing, along with your written agreement to promptly pay any amounts that may become due after Closing related to your operation of the Hotel prior to Closing;
- (c) You, the Transferee Licensee and/or transferee Equity Owner(s) must submit to us all information related to the Transfer that we, in our business judgment, require, including, but not limited to: (i) copies of any Transfer agreements; (ii) copies of organizational documents; (iii) identity and description of the proposed ownership; and (iv) financial statements and business information for all participants in the proposed Transfer;
- (d) You must, if we so request, execute our then-current standard form of voluntary termination agreement, which may include an estoppel and general release, covering termination of this Agreement; and

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(e) You resolve to our satisfaction, or provide adequate security (including security for your continuing indemnity obligations) for, any suit, action, or proceeding pending or threatened against you or us with respect to the Hotel, which may result in liability to us, including outstanding accounts payable to third parties.

We may withhold our consent to any proposed Change of Ownership Transfer if: (i) any of the above conditions are not met to our satisfaction; (ii) you, the Transferee Licensee or transferee Equity Owner(s) do not provide us with information we, in our business judgment, require, in order to review and consent to the Transfer; (iii) you (if there is no Transferee Licensee) or, if applicable, the Transferee Licensee does not agree to execute a new franchise license agreement with us ("**New License**"), which will be on our then current form for the grant of new franchise licenses, contain our then current license terms, and contain upgrading and other requirements, if any, that we impose; (iv) any required Guarantor fails to execute our then-standard form of guarantee of franchise license agreement; (v) you (if there is no Transferee Licensee) or, if applicable, the Transferee Licensee fails to provide evidence that insurance coverage, as required by the New License, will be effective by the date of Closing; or (vi) the Transferee Licensee or a transferee Equity Owner is a Specially Designated National, or Restricted or Blocked Person (as defined in Subparagraph 16.I.) or a Competitor, or otherwise fails to meet our then-current criteria for new licensees or Equity Owners.

(4) **Public Offering or Private Placement.** Any public offering, private placement or other sale of securities in the Licensee, the Hotel or the Hotel Site ("**Securities**") requires our consent. All materials required by any Applicable Law for the offer or sale of those Securities must be submitted to us for review at least sixty (60) days before the date you distribute those materials or file them with any governmental agency, including any materials to be used in any offering exempt from registration under any securities laws. You must submit to us a non-refundable Five Thousand Dollar (\$5,000) processing fee with the offering documents and pay any additional costs we may incur in reviewing your documents, including reasonable attorneys' fees. Except as legally required to describe the Hotel in the offering materials, you also may not use any of the Marks or otherwise imply our participation or that of Hilton Worldwide or any other Entity in or endorsement of any Securities or any Securities offering. We will have the right to approve any description of this Agreement or of your relationship with us, or any use of the Marks, contained in any prospectus, offering memorandum or other communications or materials you use in the sale or offer of any Securities. Our review of these documents will not in any way be considered our agreement with any statements contained in those documents, including any projections, or our acknowledgment or agreement that the documents comply with any Applicable Laws.

You may not sell any Securities unless you clearly disclose to all purchasers and offerees that: (i) neither we, nor any Entity, nor any of our or their respective officers, directors, agents or employees, will in any way be deemed an Issuer or underwriter of the Securities, as those terms are defined in applicable securities laws; and (ii) we, the Entities, and our respective officers, directors, agents and employees have not assumed and will not have any liability or responsibility for any financial statements, prospectuses or other financial information contained in any prospectus or similar written or oral communication. You must indemnify, defend and hold the Indemnified Parties free and harmless of and from any and all liabilities, costs, damages, claims or expenses arising out of or related to the sale or offer of any of your Securities to the same extent as provided in Paragraph 9 of this Agreement.

(5) **Other Transactions.**

(a) **Mortgages and Pledges to Lending Institutions.** You or an Equity Owner may mortgage or pledge the Hotel or an Equity Interest to a lender that finances the acquisition, development or operation of the Hotel, without notifying us or obtaining our consent, provided that (i) you or the applicable Equity Owner are the sole borrower, and (ii) the loan is not secured by any other hotels or other collateral. You must notify us of any other proposed mortgage or pledge, including any collateral assignment of this Agreement, and obtain our consent, which we may withhold or condition in our business judgment. We will evaluate the proposed mortgage or pledge according to our then-current procedure and standards for processing such requests. As a condition to our consent, we may require,

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among other things, that you (and/or the Equity Owner) and the lender execute a “lender comfort letter” agreement in a form satisfactory to us that describes our requirements on foreclosure, and may include an estoppel and general release of claims that you or the Equity Owner may have against us, the Entities, and related persons. We may charge a fee for our review of a proposed mortgage or pledge and for the processing of a lender comfort letter.

(b) **Commercial Leases.** You may lease or sublease commercial space in the Hotel, or enter into concession arrangements for operations in connection with the Hotel, in the ordinary course of business, subject to our right to review and approve the nature of the proposed business and the proposed brand and concept, all in keeping with our then current Standards for System Hotels.

12. Condemnation and Casualty

a. Condemnation. You must immediately inform us of any proposed taking of any portion of the Hotel by eminent domain. If, in our business judgment, the taking is significant enough to render the continued operation of the Hotel in accordance with System Standards and guest expectations impractical, then we may terminate this Agreement upon written notice to you. You will take all necessary steps to permit us to participate in the proceeds of an eminent domain proceeding and/or any insurance proceeds applicable to the condemnation. If such taking, in our business judgment, does not require the termination of the Hotel, then you will make all necessary repairs to make the Hotel conform to its condition, character and appearance immediately before such taking, according to plans and specifications approved by us. You will take all measures to ensure that the resumption of normal operations at the Hotel is not unreasonably delayed. If you do not comply with the provisions of this Section 12.a., then you must pay us Liquidated Damages upon termination.

b. Casualty. You must immediately inform us if the Hotel is damaged by fire or other casualty. If the damage or repair requires closing the Hotel, you may choose to repair or rebuild the Hotel according to System Standards, provided you: (i) begin reconstruction within four (4) months after closing; and (ii) reopen the Hotel for continuous business operations as soon as practicable (but in any event no later than one (1) year after the closing of the Hotel), giving us at least thirty (30) days notice of the projected date of reopening. Until we determine that the Hotel can be re-opened as a System Hotel, the Hotel will not promote itself as a System Hotel or otherwise identify itself with any of the Marks without our prior written consent. You and we each have the right to terminate this Agreement if you elect not to repair or rebuild the Hotel as set forth above in this Paragraph 12, provided the terminating party gives the other party sixty (60) days written notice, in which case we will not require you to pay Liquidated Damages; provided however, if after the termination notice and before the expiration of three (3) years thereafter or the natural expiration of the License Term, whichever is earlier, you, or any of your Affiliates, have a controlling interest in and/or operate a hotel at this Hotel Site and that hotel is not operated under a license or franchise from one of the Entities, then you must pay us the Liquidated Damages upon our demand. You will take all necessary steps to permit us to participate in any insurance proceeds applicable to the business interruption due to the casualty.

c. No Extensions of Term. Nothing in this Paragraph 12 will extend the License Term.

13. Term of License.

Unless terminated earlier, this Agreement will expire without notice on the date set forth in the Rider. You acknowledge and agree that this Agreement is non-renewable and that this Agreement confers upon you absolutely no rights of license renewal or extension whatsoever following the expiration of the License Term.

14. Termination by Us

a. Termination with Opportunity to Cure. We may terminate this Agreement by written notice to you and opportunity to cure at any time before its expiration on any of the following grounds:

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(1) You fail to pay us any sums due and owing to us or the Entities under this Agreement within the cure period set forth in the notice;

(2) You fail to comply with any provision of this Agreement, the Manual or any System Standard and do not cure that default within the cure period set forth in the notice; or

(3) You do not purchase or maintain insurance required by this Agreement or do not reimburse us for our purchase of insurance on your behalf.

b. Immediate Termination by Us. We may immediately terminate this Agreement upon notice to you and without any opportunity to cure the default if:

(1) After curing any material breach of this Agreement or the Standards, you engage in the same non-compliance within any consecutive twenty-four (24) month period, whether or not the non-compliance is corrected after notice, which pattern of non-compliance in and of itself will be deemed material;

(2) We send you three notices of material default in any twelve (12) month period, regardless of whether the defaults have been cured;

(3) You or any Guarantor fail to pay debts as they become due or admit in writing your inability to pay your debts or you make a general assignment for the benefit of your creditors;

(4) You: (i) file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, or dissolution under any law, or you admit or fail to contest the material allegations of any such pleading filed against you or the Hotel, and the action results in the entry of an order for relief against you under the Bankruptcy Code, the adjudication of you as insolvent, or the abatement of the claims of creditors of you or the Hotel under any law; or (ii) have an order entered against you appointing a receiver for the Hotel or a substantial part of your or the Hotel's assets; or (iii) make an assignment for the benefit of creditors, or similar disposition of the assets of the Hotel;

(5) You or any Guarantor lose possession or the right to possession of all or a significant part of the Hotel or Hotel Site, whether through foreclosure, foreclosure of any lien, trust deed, or mortgage, loss of lease, or for any other reason apart from those described in Paragraph 12;

(6) You fail to operate the Hotel for five (5) consecutive days, unless the failure to operate is due to fire, flood, earthquake or similar causes beyond your control, provided that you have taken reasonable steps to minimize the impact of such events;

(7) You contest in any court or proceeding our ownership of the System or any part of the System or the validity of any of the Marks;

(8) You or any Equity Owners with a controlling Equity Interest are or have been convicted of a felony or any other offense or conduct, if we determine in our business judgment it is likely to adversely reflect upon or affect the Hotel, the System, us and/or any Entity;

(9) You conceal revenues, maintain false books and records of accounts, submit false reports or information to us or otherwise attempt to defraud us;

(10) You, your Affiliate, or your Guarantor become a Competitor without our prior written consent;

(11) You Transfer any interest in yourself, this Agreement, the Hotel or the Hotel Site, other than in compliance with Paragraph 11 and its subparts;

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(12) You or a Guarantor become a Specially Designated National or Restricted or Blocked Person or are owned or controlled by a Specially Designated National or Restricted or Blocked Person or fail to comply with the provisions of Subparagraph 16.I., including a breach of the representations set forth therein;

(13) Information involving you or your Affiliates, whether provided by you or obtained through our own investigation, discloses facts concerning you or your Affiliates, including your or your Affiliates' respective officers, directors, shareholders, partners or members, and/or the Hotel, or title to the property over which the Hotel is constructed or any other property used by the Hotel, including leased commercial space, which, in our business judgment, is likely to adversely reflect upon or affect in any manner, any gaming licenses or permits held by the Entities or the then current stature of any of the Entities with any gaming commission, board, or similar governmental or regulatory agency, or the reputation or business of any of the Entities;

(14) Any Guarantor breaches its guarantee, or any guarantee fails to be a continuing obligation fully enforceable against the person(s) signing the guarantee, or if there is any inadequacy of the guarantee or Guarantor, and the Guarantor fails to provide adequate assurances to us as we may request; or

(15) a threat or danger to public health or safety results from the construction, maintenance, or operation of the Hotel.

c. Suspension/Interim Remedies by Us. If you are in default of this Agreement, we may elect to postpone termination and impose an Interim Remedy, including the suspension of our obligations under this Agreement and/or our or the Entities' obligations under any other of Your Agreements:

(1) We may suspend the Hotel from the Reservation Service and any reservation and/or website services provided through or by us. We may remove the listing of the Hotel from any directories or advertising we publish. If we suspend the Hotel from the Reservation Service, we may divert reservations previously made for the Hotel to other System Hotels or Network Hotels.

(2) We may disable all or any part of the software provided to you under Your Agreements and/or may suspend any one or more of the information technology and/or network services that we provide or support under Your Agreements.

(3) We may charge you for costs related to suspending or disabling your right to use any software systems or technology we provided to you, together with intervention or administration fees as set forth in the Standards after the date of our notice of default.

(4) You agree that our exercise of the right to elect Interim Remedies will not result in actual or constructive termination or abandonment of this Agreement and that our decision to elect Interim Remedies is in addition to, and apart from, any other right or remedy we may have in this Agreement. If we exercise the right to elect Interim Remedies, the exercise will not be a waiver of any breach by you of any term, covenant or condition of this Agreement. You will not be entitled to any compensation, including repayment, reimbursement, refund or offsets, for any fees, charges, expenses or losses you may directly or indirectly incur by reason of our exercise and/or withdrawal of any Interim Remedy.

d. Liquidated Damages upon Termination. You acknowledge that the premature termination of this Agreement will cause substantial damage to us, the actual amount of which will be difficult to determine. Therefore, if we terminate this Agreement under Subparagraph 14.a. or 14.b. as a result of your breach of this Agreement, or if you owe Liquidated Damages pursuant to Subparagraph 12.b. of this Agreement, or if you unilaterally terminate this Agreement, you will pay us Liquidated Damages for the premature termination of the Agreement. You will owe Liquidated Damages in addition to any outstanding fees and charges owed to us or any of the Entities accruing through the date of termination. Payment of Liquidated Damages is due the earlier of thirty (30) days following termination or the Closing

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of any Change of Ownership transaction in which a New License is not entered into; except that, if Liquidated Damages become due pursuant to Paragraph 12.a or 12.b., payment is due thirty (30) days after our demand. Nothing in this Paragraph gives you any right to terminate this Agreement, but provides for the calculation of damages in the event you do so.

You agree that Liquidated Damages are not a penalty and represent a reasonable estimate of the minimum just and fair compensation for the damages we will suffer as the result of your failure to operate the Hotel as a System Hotel in compliance with this Agreement for the full License Term, assuming that we would be able to replace the Hotel in the market within a reasonable time.

Liquidated Damages for premature termination will be calculated by adding the result of (1) plus the result of (2) where:

(1) is calculated by multiplying the average monthly Gross Rooms Revenue of the Hotel for the twenty-four (24) full calendar-month period immediately before the month of termination by the Monthly Royalty Fee percentage under this Agreement, without applying any discount to the standard fee percentage (this product being the "**Average Monthly Royalty Fees**"), then multiplying the Average Monthly Royalty Fees by thirty-six (36), or by such lesser multiple as would represent the remaining full or partial months between the date of termination and the expiration of the License Term. If the Hotel has been open and operating as a System Hotel for less than twenty-four (24) months, then we will multiply thirty-six (36) by the greater of (i) the Average Monthly Royalty Fees from the date the Hotel opened as a System Hotel through the month immediately before the month of termination, or (ii) the product of the average Monthly Gross Rooms Revenue per Guest Room of all System Hotels in operation in the US over the twelve (12) full calendar-month period immediately before the month of termination, times the Monthly Royalty Fee percentage under this Agreement (without applying any discount to the standard fee percentage) multiplied by the number of Guest Rooms in the Hotel; and

(2) is calculated by multiplying the average monthly Gross Rooms Revenue of the Hotel for the twenty-four (24) full calendar-month period immediately before the month of termination by the Monthly Program Fee percentage under this Agreement, without applying any discount to the standard fee percentage (this product being the "**Average Monthly Program Fees**"), then multiplying the Average Monthly Program Fees by twelve (12), or by such lesser multiple as would represent the remaining full or partial months between the date of termination and the expiration of the License Term. If the Hotel has been open and operating as a System Hotel for less than twenty-four (24) months, then we will multiply twelve (12) by the greater of (i) the Average Monthly Program Fees from the date the Hotel opened as a System Hotel through the month immediately before the month of termination, or (ii) the product of the average Monthly Gross Rooms Revenue per Guest Room of all System Hotels in operation in the US over the twelve (12) full calendar-month period immediately before the month of termination, times the Monthly Program Fee percentage under this Agreement (without applying any discount to the standard fee percentage) multiplied by the number of Guest Rooms in the Hotel.

e. Actual Damages Under Special Circumstances. You recognize that the Liquidated Damages described in Subparagraph 14.d. may be inadequate to compensate us for additional harm we may suffer, by reason of greater difficulty in re-entering the market, competitive damage to the System or the Network, damage to goodwill of the Marks, and other similar harm, under the following circumstances: (i) within twelve (12) months of each other, seven (7) or more franchise license agreements for the Licensed Brand between yourself (or any of your Affiliates) and us (or any of our Affiliates) terminate before their expiration date either because you (or any of your Affiliates) unilaterally terminate the agreements or because we or any of our Affiliates terminate the agreements as a result of your or your Affiliate's breach or default or (ii) this Agreement terminates automatically or is terminated by us (or any of our Affiliates) following an unapproved Transfer either to a Competitor or to a buyer that converts the Hotel to a Competitor hotel within two (2) years from the date this Agreement terminates. In any of these circumstances, we reserve the right to seek actual damages in lieu of Liquidated Damages. For purposes of this subparagraph only, Licensed Brand includes Hampton Inn and Hampton Inn & Suites.

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f. Your Obligations upon Termination or Expiration. On termination or expiration of this Agreement you will:

(1) immediately pay all sums due and owing to us or any of the Entities, including any expenses incurred by us in obtaining injunctive relief for the enforcement of this Agreement;

(2) immediately cease operating the Hotel as a System Hotel and cease using the System;

(3) immediately cease using the Marks, the Trade Name, and any confusingly similar names, marks, trade dress systems, insignia, symbols, or other rights, procedures, and methods. You will deliver all goods and materials containing the Marks to us and we will have the sole and exclusive use of any items containing the Marks. You will immediately make any specified changes to the location as we may reasonably require for this purpose, which will include removal of the signs, custom decorations, and promotional materials;

(4) immediately cease representing yourself as then or formerly a System Hotel or affiliated with the Licensed Brand or the Network;

(5) immediately return all copies of the Manual and any other Proprietary Information to us;

(6) immediately cancel all assumed name or equivalent registrations relating to your use of any Mark, notify the telephone company and all listing agencies and directory publishers including Internet domain name granting authorities, Internet service providers, global distribution systems, and web search engines of the termination or expiration of your right to use the Marks, the Trade Name, and any telephone number, any classified or other telephone directory listings, Internet domain names, uniform resource locators, website names, electronic mail addresses and search engine metatags and keywords associated with the Hotel, and authorize their transfer to us; and

(7) irrevocably assign and transfer to us (or to our designee) all of your right, title and interest in any domain name listings and registrations that contain any reference to our Marks, System, Network or Licensed Brand; notify the applicable domain name registrars of the termination of your right to use any domain name or Sites associated with the Marks or the Licensed Brand; and authorize and instruct the cancellation of the domain name, or transfer of the domain name to us (or our designee), as we specify. You will also delete all references to our Marks, System, Network or Licensed Brand from any Sites you own, maintain or operate beyond the expiration or termination of this Agreement.

15. Relationship of Parties

a. No Agency Relationship. You are an independent contractor. Neither of us is the legal representative or agent of the other or has the power to obligate the other for any purpose. You acknowledge that we do not supervise or direct your daily affairs and that you have exclusive control over your daily affairs. You expressly acknowledge that we have a business relationship based entirely on, and defined by, the express provisions of this Agreement and that no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement.

b. Notices to Public Concerning Your Independent Status. All contracts for the Hotel's operations and services at the Hotel will be in your name or in the name of your Management Company. You will not enter into or sign any contracts in our name or any Entity's name or using the Marks or any acronyms or variations of the Marks. You will disclose in all dealings with the public, suppliers and third parties that you are an independent entity and that we have no liability for your debts.

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16. Miscellaneous

a. Severability and Interpretation. If any provision of this Agreement is held to be unenforceable, void or voidable, that provision will be ineffective only to the extent of the prohibition, without in any way invalidating or affecting the remaining provisions of this Agreement, and all remaining provisions will continue in effect, unless the unenforceability of the provision frustrates the underlying purpose of this Agreement. If any provision of this Agreement is held to be unenforceable due to its scope, but may be made enforceable by limiting its scope, the provision will be considered amended to the minimum extent necessary to make it enforceable. This Agreement will be interpreted without interpreting any provision in favor of or against either of us by reason of the drafting of the provision, or either of our positions relative to the other. Any covenant, term or provision of this Agreement that provides for continuing obligations after the expiration or termination of this Agreement will survive any expiration or termination.

b. Governing Law, Jurisdiction and Venue. We each agree that the State of New York has a deep and well developed history of business decisional law. For this reason, we each agree that except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Agreement will be construed in accordance with, and all disputes between us (whether in contract, tort, or otherwise) arising out of or related to this Agreement, any breach of this Agreement, or the relationship between us, will be governed by, the laws of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the State of New York, and if the Hotel is located outside of New York and the provision would be enforceable under the laws of the state in which the Hotel is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this paragraph is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state that would not otherwise apply absent this Subparagraph 16.b.

You agree that any action brought by you against us arising out of or related to this Agreement, any breach of this Agreement, or the relationship between us, must be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York. Any action brought by us or any Entity against you arising out of or related to this Agreement, any breach of this Agreement, or the relationship between us, may be brought by us in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or if that court lacks subject matter jurisdiction, then in any court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or the county and state where the Hotel is located. You consent to personal jurisdiction and venue in each of these jurisdictions and waive, and agree never to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of *forum non conveniens*).

c. Exclusive Benefit. This Agreement is exclusively for our and your benefit, and none of the obligations of you or us in this Agreement will run to, or be enforceable by, any other party (except for any rights we assign or delegate to one of the Entities or covenants in favor of the Entities, which rights and covenants will run to and be enforceable by the Entities or their successors and assigns) or give rise to liability to a third party, except as otherwise specifically set forth in this Agreement.

d. Entire Agreement/Amendment/Waiver. You and we acknowledge that each of us wants all terms of this business relationship defined in this written Agreement, and that neither of us wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth in this Agreement. Therefore, you and we agree that this Agreement and all of its attachments, documents, schedules, exhibits, and any other information specifically incorporated into this Agreement by reference: (i) will be construed together as the entire

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agreement between you and us in respect to the Hotel and any other aspect of the relationship between you and us; and (ii) will supersede and cancel any prior and/or contemporaneous discussions or writings (whether described as representations, inducements, promises, agreements or by any other term) between you and us. You acknowledge that: (i) no officer, employee, or other servant or agent of ours is authorized to make any representation, warranty, or other promise not contained in this Agreement; (ii) no claims, representations or warranties of earnings, sales, profits, success or failure of the Hotel have been made to you; and (iii) you have not relied on any such communications in entering into this Agreement. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind us unless in writing, specifically designated as an amendment or waiver, and signed by one of our officers. We may condition our agreement to any amendment or waiver on receiving from you, in a form satisfactory to us, an estoppel and general release of claims that you may have against us, the Entities, and related parties. No failure by us or by any of the Entities to exercise any power given us under this Agreement or to insist on strict compliance by you with any of your obligations, and no custom or practice at variance with the terms of this Agreement, will be considered a waiver of our or any Entity's right to demand exact compliance with the terms of this Agreement. Nothing in this Subparagraph 16.d. disclaims any representation made in the Franchise Disclosure Document provided to you for the Licensed Brand in connection with the offer of this Agreement.

e. Consent; Business Judgment. Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval at our option, in our business judgment, taking into consideration our assessment of the long-term interests of the System overall. We may withhold any and all consents or approvals required by this Agreement if you are in default or breach of this Agreement. Our approvals and consents will not be effective unless given in writing and signed by one of our duly authorized representatives. In no event may you make any claim for money damages based on any claim that we have unreasonably withheld or delayed any consent or approval to a proposed act by you under the terms of this Agreement. You also may not claim damages by way of set-off, counterclaim or defense for our withholding of consent. Your sole remedy for the claim will be an action or proceeding to enforce the provisions of this Agreement by specific performance or by declaratory judgment.

f. Notices. Notices under this Agreement must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid overnight mail, registered or certified, with return-receipt requested, addressed as follows: Notices to us must be sent to us at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102, ATTN: General Counsel. We will send notices to your address set forth in the Rider. If you want to change the name or address for notice to you, you must do so in writing, signed by you or your duly authorized representative, designating a single address for notice, which may not be a P.O. Box, in compliance with this subparagraph. notice will be deemed effective upon the earlier of: 1) receipt or first refusal of delivery; 2) one day after posting if sent via overnight commercial delivery service or overnight United States Mail; or 3) three days after placement in the United States mail if overnight delivery is not available to the notice address.

g. General Release. With the exception of claims related to representations contained in the Franchise Disclosure Document for the Licensed Brand, you, on your own behalf and on behalf of, as applicable, your officers, directors, managers, employees, heirs, administrators, executors, agents and representatives and their respective successors and assigns hereby release, remise, acquit and forever discharge us and the Entities and our and their respective officers, directors, employees, managers, agents, representatives and their respective successors and assigns from any and all actions, claims, causes of action, suits, rights, debts, liabilities, accounts, agreements, covenants, contracts, promises, warranties, judgments, executions, demands, damages, costs and expenses, whether known or unknown at this time, of any kind or nature, absolute or contingent, existing at law or in equity, on account of any matter, cause or thing whatsoever that has happened, developed or occurred before you sign and deliver this Agreement to us. This release will survive the termination of this Agreement.

h. Remedies Cumulative. The remedies provided in this Agreement are cumulative. These remedies are not exclusive of any other remedies that you or we may be entitled in case of any breach or threatened breach of the terms and provisions of this Agreement.

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i. Economic Conditions Not a Defense. Neither general economic downturn or conditions nor your own financial inability to perform the terms of this Agreement will be a defense to an action by us or one of the Entities for your breach of this Agreement.

j. Representations and Warranties. You warrant, represent and agree that all statements in the your application, submitted to us in anticipation of this Agreement, and all other documents and information submitted to us by you or on your behalf are true, correct and complete as of the date of this Agreement. You further represent and warrant to us that:

- (i) you have independently investigated the risks of operating a hotel under the Licensed Brand, including current and potential market conditions and competitive factors and risks, and have made an independent evaluation of all such matters and reviewed our Franchise Disclosure Document, if applicable;
- (ii) neither we nor our representatives have made any promises, representations or agreements other than those provided in the Agreement or in our Franchise Disclosure Document provided to you in connection with the offer of this Agreement, if applicable, and you acknowledge that you are not relying on any promises, representations or agreements about us or the franchise not expressly contained in this Agreement in making your decision to sign this Agreement;
- (iii) you have the full legal power authority and legal right to enter into, perform and observe this Agreement;
- (iv) this Agreement constitutes a legal, valid and binding obligation of Licensee and your entry into, performance and observation of this Agreement will not constitute a breach or default of any agreement to which you are a party or of any Applicable Law;
- (v) if you are a corporation, limited liability company, or other entity, you are, and throughout the License Term will be, duly formed and validly existing, in good standing in the state in which you are organized, and are and will be authorized to do business in the state in which the Hotel is located;
- (vi) no Equity Interest has been issued, converted to, or is held as, bearer shares or any other form of ownership, for which there is no traceable record of the identity of the legal and beneficial owner of such Equity Interest.

You hereby indemnify and hold us harmless from any breach of these representations and warranties. These warranties and representations will survive the termination of this Agreement.

k. Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original.

l. Restricted Persons and Anti-bribery Representations and Warranties. You represent and warrant to us and the Entities that you (including your directors and officers, senior management and shareholders (or other persons) having a controlling interest in you), and the owner of the Hotel or the Hotel Site are not, and are not owned or controlled by, or acting on behalf of, any of the following "**Restricted Persons**": (1) the government of any country that is subject to an embargo imposed by the United States government; (2) individuals or entities (collectively, "**Persons**") located in or organized under the laws of any country that is subject to an embargo imposed by the United States government; (3) Persons ordinarily resident in any country that is subject to an embargo imposed by the United States government; or (4) Persons identified from time to time by any government or legal authority under Applicable Laws as a Person with whom dealings and transactions by us or the Entities 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); and similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. You will notify us in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties of this Subparagraph 16.l. incorrect.

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You further represent and warrant to us and the Entities that you will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to:

- (a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization;
- (b) any political party or candidate for political office; or
- (c) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities

if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery legislation.

m. Attorneys' Fees and Costs. If either party is required to employ legal counsel or to incur other expenses to enforce any provision of this Agreement or defend any claim by the other, then the prevailing party in any resulting dispute will be entitled to recover from the non-prevailing party the amount of all reasonable fees of attorneys and experts, court costs, and all other expenses incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding.

n. Interest. Any sum owed to us or the Entities by you or paid by us or the Entities on your behalf will bear interest from the date due until paid by you at the rate of eighteen percent (18%) per annum or, if lower, the maximum lawful rate.

o. Successors and Assigns. The terms and provisions of this Agreement will inure to the benefit of and be binding upon the permitted successors and assigns of the parties.

p. Our Delegation of Rights and Responsibility. In addition to the rights granted to us in Paragraph 3 and Subparagraph 11.a., we reserve the right to delegate to one or more of the Entities at any time, any and all of our rights, obligations or requirements under this Agreement, and to require that you submit any relevant materials and documents otherwise requiring approval by us under this Agreement to such Entity, in which case approval by such Entity will be conclusively deemed to be approval by us. During the period of such delegation or designation, any act or direction by such Entity with respect to this Agreement will be deemed the act or direction of us. We may revoke any such delegation or designation at any time. You acknowledge and agree that such delegation may result in one or more of the Entities which operate, license, or otherwise support brands other than the Licensed Brand, exercising or performing on our behalf any or all rights, obligations or requirements under this Agreement or performing shared services on our behalf.

17. WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES

a. IF EITHER PARTY INITIATES LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN US (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.

b. IN ANY DISPUTE BETWEEN THE PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY BREACH OF THIS AGREEMENT, OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ALL PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO PUNITIVE OR EXEMPLARY DAMAGES FROM THE OTHER. NOTHING IN THIS PARAGRAPH LIMITS OUR RIGHT OR THE RIGHT OF AN INDEMNIFIED PARTY TO BE INDEMNIFIED AGAINST THE PAYMENT OF PUNITIVE OR EXEMPLARY DAMAGES TO A THIRD PARTY. THE PARTIES ACKNOWLEDGE THAT LIQUIDATED DAMAGES PAYABLE BY LICENSEE UNDER THIS AGREEMENT (WHETHER PRE-OPENING LIQUIDATED DAMAGES, TRADEMARK LIQUIDATED DAMAGES, OR LIQUIDATED DAMAGES FOR EARLY TERMINATION) ARE NOT PUNITIVE OR EXEMPLARY DAMAGES.

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18. ACKNOWLEDGEMENT OF EXEMPTION

You represent and acknowledge that:

a. The franchise sale is for more than \$1 million—excluding the cost of unimproved land and any financing received from the franchisor or an affiliate—and thus is exempted from the Federal Trade Commission's Franchise Rule disclosure requirements, pursuant to 16 CFR 436.8(a)(5)(i) at least one person has invested One Million Dollars (\$1,000,000) in the Hotel or the Hotel Site; or

b. You and/or your affiliates have been in business for at least five (5) years and have a net worth of at least Five Million Dollars (\$5,000,000) and this franchise sale is thus exempt from disclosure requirements within the meaning of 16 CFR 436.8(a)(5)(ii); and

c. As a result of the representations in this Paragraph 18, the franchise sale is exempt under federal law and any applicable state disclosure law.

[THIS AGREEMENT CONTINUES WITH AN ATTACHMENT A AND ATTACHMENT B, EACH OF WHICH IS A PART OF THIS AGREEMENT.]

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ATTACHMENT A - PERFORMANCE CONDITIONS: NEW DEVELOPMENT

- A. Consultation.** You or your representatives will meet with us to consult and coordinate with the project manager we assign to you. The meeting will take place within forty-five (45) days after we notify you of approval, and the meeting will be held at a location we select.
- B. Site Control.** Before you begin Construction Work, you must submit to us a copy of the deed or lease to the Hotel Site evidencing your legal access to the Hotel Site for the full License Term.
- C. The Construction Work.** You must take all action necessary to perform the development and construction of the Hotel, renovation, furnishing, equipping, acquisition of supplies and the implementation of the Plans and Designs all in accordance with this Agreement, the approved Plans and Designs, and the Standards we establish for System Hotels, all within the time frames we specify. You will be solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Construction Work. Before you begin the Construction Work, you will submit to us copies of applicable permits, licenses and zoning variances.
- D. Approval of Architect/Engineer/Designer/Contractors.** Before you submit Plans and Designs to us, you will furnish us with resumes and other information we request pertaining to the architect and the interior designer you desire to retain to prepare your Plans and Designs. The Plans and Designs will not be approved until we have approved the architect and/designer who are to prepare the Plans and Designs. Before you begin Construction Work, you will also submit to us resumes and other information we request pertaining to the general contractor and/or any major subcontractors for the Construction Work. Construction Work will not begin until we have approved the contractors, which approval may be conditioned on bonding of the contractors.
- E. Approval of Plans.** On or before the date specified in the Rider for submission of the Plans, you must submit to us your plans, layouts, specifications, and drawings for the Hotel. Construction Work will not begin unless and until we have approved the Plans. You must also submit to us your Designs when we instruct you to do so. Once we approve the Plans and Designs, no change may be made to the Plans or Designs without our advance consent. In approving the Plans and Designs, we do not warrant the depth of our analysis or assume any responsibility for the efficacy of the Plans and Designs or the resulting Construction Work. It is solely your responsibility to ensure your Plans and Designs comply with our then prevailing Standards and with all Applicable Laws.

You are solely responsible for making certain that the Hotel and the Construction Work comply in all respects with all Applicable Laws. We and our Affiliates will have the right to, and you will arrange for us and our Affiliates to, participate in all progress meetings during the development and construction of the Hotel, to have access to all contract and construction documents relating to the Hotel and the Construction Work, and to have access to the Hotel during reasonable business hours to visit the Hotel. However, neither we nor our Affiliates are obligated to participate in progress meetings, or visit the Hotel, and our and our Affiliates' participation and site visits are not to be considered as a representation of the adequacy of the construction, the structural integrity, or the sufficiency of mechanical and electrical systems for the Hotel. Before we approve your Plans, your architect or other certified professional must certify to us that the Plans comply with all Applicable Laws related to accessibility/accommodations/ facilities for those with disabilities. Upon completion of the construction of the Hotel and as a condition to our authorization to open of the Hotel, your architect, general contractor or other certified professional must provide us with a certificate stating that the as-built premises comply with all Applicable Laws relating to accessibility/accommodations/facilities for those with disabilities.

The Standards, the Manual, and the approved Plans and Designs, may not be used by you or by any design or construction professional for any hotel or lodging project other than the Hotel.

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- F. Commencement; Completion.** You will begin construction of the Hotel on or before the Construction Commencement Date specified in the Rider and will continue the Construction Work uninterrupted until completed unless delayed by Force Majeure. Notwithstanding any Force Majeure, or any other matter, Construction Work must be completed and the Hotel must be furnished, equipped, and other wise made ready to open in accordance with this Agreement no later than the Construction Completion Date specified in the Rider.

For the Hotel to be considered under construction by the Construction Commencement Date, you must have begun to pour the concrete foundations for the Hotel (or for partially or fully constructed structures, you must have otherwise satisfied our site-specific criteria for "under construction" which criteria is set forth under the Construction Commencement Date in the Rider and is based on the site-specific circumstances of the structure). Upon our request, you will promptly provide us with evidence that Construction Work has commenced.

Your failure to begin construction by the Construction Commencement Date is a material breach of this Agreement, unless we extend the Construction Commencement Date. If you want to request an extension of the Construction Commencement Date, you must submit a written request before the Construction Commencement Date. If we approve the extension, we will set a new Construction Commencement Date and you must pay us a Ten Thousand Dollar (\$10,000) extension fee. We may condition our approval of an extension on a requirement to update the Plans and Designs.

Your failure to complete the Construction Work by the Construction Completion Date is a material breach of this Agreement, unless we extend the Construction Completion Date. If you want to request an extension of the Construction Completion Date, you must submit a written request before the Construction Completion Date. If we approve the extension, we will set a new Construction Completion Date and you must pay us a Ten Thousand Dollar (\$10,000) extension fee. We may condition our approval of an extension on a requirement to update the Plans and Designs.

We will have the sole right to determine whether the Construction Work has begun and has been completed in accordance with this Agreement, the approved Plans and Designs, and our Standards for System Hotels.

- G. Site Visits.** During the course of Construction Work, you and your architect, engineer, contractors, and subcontractors will cooperate fully with us for the purpose of permitting us to visit the Hotel Site and review the progress of the Construction Work. In addition, you and your contractors, architect and designer will: (i) supply us with samples of construction materials, test borings, corings, supplies, equipment, materials and reports as we may request; and (ii) give our representatives access to the Hotel Site and Construction Work in order to permit us to carry out our site visits.
- H. Progress Reports.** You will submit to us each month (or more frequently if we request) a report showing progress made toward fulfilling the terms of this Agreement.
- I. Acquisition of Equipment, Furnishings, and Supplies.** You will purchase and/or lease and install all fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items we require in order to prepare the Hotel for opening and/or assure that the Construction Work is completed
- J. Costs of Constructing and Equipping the Hotel.** You will bear the entire cost of the Construction Work, including the cost of the Plans and Designs, professional fees, licenses, permits, equipment, furniture, furnishings and supplies.
- K. Insurance During Construction.** In addition to the insurance coverage required under this Agreement, during the course of Construction Work, you will maintain or will cause the general

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contractor to maintain Builder's Risk coverage for the replacement value of the Hotel, which policies must name us and the Entities as additional insureds. This coverage must be evidenced by an original certificate of insurance, submitted to us at least thirty (30) days before you begin Construction Work and thereafter any time before a change is made in the coverage. Before the Opening Date, you will submit to us a certificate of insurance evidencing the other types of insurance we require under this Agreement.

- L. Limitation of Liability.** We will have no liability or obligation with respect to design and construction of the Hotel. We have furnished to you that portion of the Manual which contains the technical Standards to assist you in completing the Construction Work. You acknowledge you have studied these Standards and satisfied yourself that the Hotel can be designed, furnished and equipped in accordance with these Standards and that you and your design and construction consultants and contractors have the necessary resources and skills to do so. The Manual does not encompass the architectural, structural, mechanical or electrical safety, adequacy, integrity or efficiency of the design or compliance with Applicable Laws. We do not undertake to approve the Hotel as complying with those or with governmental requirements or as being safe for guests or other third parties and we have no responsibilities in these areas. You must indemnify us with regard to compliance with these matters to the extent provided in Paragraph 9 of this Agreement.
- M. Trademarks.** During the planning and Construction Work phases of the Hotel, you will have the right, so long as this Agreement is in effect to: (i) place a sign on the Hotel Site, at your sole expense, advising the general public that a System Hotel is under construction, which sign will be in accordance with our plans and specifications for System Hotels; (ii) advertise and promote the development and opening of the Hotel in the media; (iii) purchase, from vendors approved by us, operating supplies and equipment bearing the Marks required for the operation of the Hotel; and (iv) purchase, from vendors approved by us, and install the permanent Licensed Brand signage required for the operation of the Hotel. Once we authorize the Hotel to open (conditionally or otherwise), you may use the Marks and the System in the operation of the Hotel, consistent with the terms and conditions of this Agreement.
- N. Staffing.** Before the Opening Date, you will, at your cost, hire a staff to operate the Hotel, and train that staff, all in accordance with the Standards and such other instructions as we may furnish to you.
- O. Opening.** The Hotel will be considered open on the Opening Date. You will not open the Hotel unless and until you receive our written authorization to do so. We will only authorize the Hotel to open when we, in our sole business judgment, are satisfied that: (i) you have complied with all the terms and conditions in this Agreement; (ii) your staff has received adequate training and instruction; (iii) you have a certificate of occupancy for the Hotel, issued by the licensing authority for the jurisdiction where the Hotel is located; and (iv) all fees and charges you owe to us or the Entities have been paid. Opening the Hotel before we authorize you to open will constitute unauthorized use of our Marks and a material breach of this Agreement. Recognizing the difficulty of ascertaining damages for such a breach, you must pay us, as Trademark Liquidated Damages, solely for the damage to our Marks and not as a penalty, Five Thousand Dollars (\$5,000) per day to compensate us for the damage to our Marks. You must also reimburse us for our costs, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation incurred in enforcing our rights. These Trademark Liquidated Damages do not limit any other remedies we may have, at law or in equity.
- P. Compliance/Investigation.** You will give us at least fifteen (15) days advance notice that, in your opinion, you have complied with all the terms and conditions of this Agreement and the Hotel is ready to open (conditionally or otherwise). We will use reasonable efforts within fifteen (15) days after we receive your notice to visit the Hotel and to conduct other investigations as we deem necessary to determine whether to authorize the opening (conditional or otherwise) of the Hotel, but we will not be liable for delays or loss occasioned by our inability to complete our investigation and to make this determination within the fifteen (15) day period. If you fail to pass

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our initial opening site visit, we may, in our sole business judgment, charge you reasonable fees associated with any additional visits.

- Q. Conditional Opening.** Notwithstanding Paragraph O above, we may, in our sole business judgment, conditionally authorize you to open and operate the Hotel as a System Hotel ("**Conditional Opening**") even though you have not fully completed the Construction Work or otherwise complied with the terms of this Agreement, if you are meeting your performance obligations under this Agreement and if you agree to fulfill all remaining terms of this Agreement, including any attachment, on or before the completion date set forth in the Rider, or any extension we approve. Our determination as to whether to authorize a Conditional Opening will be final and binding.
- R. Performance of Agreement.** You must satisfy all of the terms and conditions of this Agreement, and equip, supply, staff and otherwise make the Hotel ready to open under our Standards. As a result of your efforts to comply with the terms and conditions of this Agreement, you will incur significant expense and expend substantial time and effort. You acknowledge and agree that we will have no liability or obligation to you for any losses, obligations, liabilities or expenses you incur if we do not authorize the Hotel to open or if we terminate this Agreement because you have not complied with the terms and conditions of this Agreement.
- S. Termination Before the Opening Date.** Your failure to satisfy the terms of this Agreement, including your failure to begin or complete the Construction Work in accordance with the Plans, the Standards and our requirements (including the milestone and completion dates) will constitute a material breach of your obligations under this Agreement which, if not cured within the time specified in the notice of breach, will entitle us to terminate the Agreement before the Opening Date.
- T. Pre-Opening Liquidated Damages.** If we terminate this Agreement either:
1. before you begin the Construction Work, and, within one (1) year after such termination, you or any Guarantor (or your or any Guarantor's Affiliates) then, directly or indirectly: (a) enter into a franchise, license and/or management agreement for; and/or (b) begin construction or commence operation of a hotel, motel, inn, or similar facility at the Hotel Site under a Competing Brand name; or
 2. after you begin the Construction Work, but before the Opening Date (unless failure to complete is due solely to Force Majeure)
- then you will be liable to us for Pre-Opening Liquidated Damages equal to Three Thousand Six Hundred Dollars (\$3,600), multiplied by the number of approved Guest Rooms, (the "**Pre-Opening Liquidated Damages**"). You must pay the entire Pre-Opening Liquidated Damages to us in one lump sum upon demand. Since the actual amount of damage to us is difficult to determine, the Pre-Opening Liquidated Damages represent liquidated damages for the future Monthly Royalty Fees and Monthly Program Fees we will lose as a result of the additional time necessary for us to develop an alternative site in the market. You will remain liable for all other obligations and claims under the Agreement, including obligations following termination under Subparagraphs 5.d., 5.e., and 14.f. and Paragraph 9 of this Agreement.
- U. Termination after Opening of the Hotel.** Termination of this Agreement after the opening of the Hotel (conditionally or otherwise) is governed by Paragraph 14 of this Agreement.

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ATTACHMENT A - PERFORMANCE CONDITIONS: CHANGE OF OWNERSHIP OR RE-LICENSING

- A. Consultation.** You or your representative(s) will meet with us to consult and coordinate with the project manager we assign to you. The meeting will take place within forty-five (45) days after we notify you of approval, and the meeting will be held at a location we select.
- B. Renovation Work.** The PIP is attached to this Agreement as Exhibit ___ and incorporated in this Attachment A. You will perform the renovation and/or construction work and purchase the items described on the PIP (the “**Renovation Work**”) on or before the completion date specified in the Rider. The Renovation Work will include your purchasing and/or leasing and installing all fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items that would be required of a new System Hotel under the Standards and any other equipment, furnishings and supplies as we may require for you to operate the Hotel. You will be solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Hotel. Before you begin the Renovation Work, you will submit to us copies of all applicable permits, licenses and zoning variances, at our request.
- C. Approval of Architect/Engineer/Designer/Contractors.** Before you submit Plans and Designs to us, you will furnish us with resumes and other information we request pertaining to the architect and/or interior designer you desire to retain to prepare your Plans and Designs. The Plans and Designs will not be approved until we have approved the architect and designer who are to prepare the Plans and Designs. Before Renovation Work, you will also submit to us resumes and other information we request pertaining to the general contractor and/or any major subcontractors for the Renovation Work. Renovation Work will not begin until we have approved the contractors, which approval may be conditioned on bonding of the contractors.
- D. Approval of Plans and Designs.** On or before the date specified in the Rider for submission of the Plans, you must submit to us your Plans for the Renovation Work, including any proposed changes to the Hotel’s Designs. We may supply you with representative prototype Guest Room and public area plans and schematic building plans as a guide for preparation of the Plans and Designs. Renovation Work will not begin unless and until we have approved the Plans and Designs. Before we approve the Plans and Designs, we may require you to submit to us the existing plans, equipment, layouts, specifications, drawings and designs for the Hotel. Once we approve the Plans and Designs, no change may be made to the Plans and Designs without our advance consent. In approving the Plans and Designs, we do not warrant the depth of our analysis or assume any responsibility for the efficacy of the Plans and Designs or the resulting Renovation Work. You will cause the Hotel Renovation Work to be in accordance with this Agreement, the approved Plans and Designs, the Standards and the PIP. It is solely your responsibility to ensure your Plans and Designs comply with our then prevailing Standards and with all Applicable Laws.

You are responsible for making certain that the Hotel and the Renovation Work complies in all respects with all Applicable Laws. We and our Affiliates will have the right to, and you will arrange for us and our Affiliates to, participate in all progress meetings during the development and construction of the Hotel, to have access to all contract and construction documents relating to the Hotel, and to have access to the Hotel during reasonable business hours to visit the Hotel and observe the Renovation Work. However, neither we nor our Affiliates are obligated to participate in progress meetings, or to visit the Hotel and the Renovation Work, and our and our Affiliate’s participation and site visits are not to be considered as a representation of the adequacy of the construction, the structural integrity, or the sufficiency of mechanical and electrical systems for the Hotel. Before we approve your Plans, your architect or other certified professional must certify to us that the Plans comply with all Applicable Laws relating to accessibility/ accommodations/ facilities for those with disabilities. Within ten (10) days after completion of the Renovation Work, your architect, general contractor or other certified professional must provide us with a certificate

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stating that the as-built premises comply with all Applicable Laws relating to accessibility/accommodations/ facilities for those with disabilities.

The Standards, the Manual, and the Plans and Designs may not be used by you or any design or construction professional for any hotel project other than the Hotel.

- E. Commencement; Completion.** You will begin the Renovation Work on or before the Renovation Commencement Date specified in the Rider and will continue the Renovation Work uninterrupted until completed, unless delayed by Force Majeure,. Notwithstanding any Force Majeure, or any other matter, the Renovation Work must be completed and the Hotel must be furnished, equipped, and comply with this Agreement no later than the Renovation Work Completion Date specified in the Rider.

We will have the sole right in our business judgment to determine whether the Renovation Work has begun and has been completed in accordance with this Agreement, the approved Plans and Designs, the Standards and the PIP.

- F. Site Visits.** During the course of Renovation Work, you and your architect, designer, contractors, and subcontractors will cooperate fully with us for the purpose of permitting us to visit the Hotel and review the progress of the Renovation Work. In addition, you and your contractors, architect and designer will supply us with samples of construction materials, supplies, equipment, materials and reports as we may request and give our representatives access to the Hotel Site and Renovation Work in order to permit us to carry out our site visits.

- G. Progress Reports.** You will submit to us upon our request a report showing progress made toward fulfilling the terms of this Agreement.

- H. Acquisition of Equipment, Furnishings, and Supplies.** You will purchase and/or lease and install all fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items we require in order to assure that the Renovation Work is completed under this Agreement, and, if applicable to open or re-open as a System Hotel.

- I. Cost of Construction and Equipping the Hotel.** You will bear the entire cost of the Renovation Work, including the cost of the Plans and Designs, professional fees, licenses, permits, equipment, furniture, furnishings and supplies.

- J. Limitation of Liability.** We will have no liability or obligation with respect to design and construction of the Hotel. We have furnished to you that portion of the Manual which contains the technical Standards to assist you in completing the Renovation Work. You acknowledge you have studied these Standards and satisfied yourself that the Hotel can be designed, furnished and equipped in accordance with these Standards and that you and your design and construction consultants and contractors have the necessary resources and skills to do so. The Manual does not encompass the architectural, structural, mechanical or electrical safety, adequacy, integrity or efficiency of the design or compliance with Applicable Laws. We do not undertake to approve the Hotel as complying with these or with governmental requirements or as being safe for guests or other third parties and we have no responsibilities in these areas. You must indemnify us with regard to compliance with these matters to the extent provided in Paragraph 9 of this Agreement.

- K. Conditional Authorization.** We may conditionally authorize you to continue to operate the Hotel as a System Hotel even though you have not fully completed the Renovation Work and otherwise complied with the terms of this Agreement. Under certain circumstances, we may suspend services to the Hotel (including reservation services) while the Renovation Work is being performed by you.

- L. Performance of Agreement.** You must satisfy all of the terms and conditions of this Agreement and equip, supply, staff and otherwise make the Hotel ready to continue to operate under our

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Standards. As a result of your efforts to comply with the terms and conditions of this Agreement, you will incur significant expense and expend substantial time and effort. You acknowledge and agree that we will have no liability or obligation to you for any losses, obligations, liabilities or expenses you incur if we terminate this Agreement because you have not complied with the terms and conditions of this Agreement.

(Remainder of page left intentionally blank.)

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ATTACHMENT A - PERFORMANCE CONDITIONS: CONVERSION

- A. Consultation.** You or your representative(s) will meet with us to consult and coordinate with the project manager we assign to you. The meeting will take place within forty-five (45) days after we notify you of approval, and the meeting will be held at a location we select.
- B. Site Control.** Before you begin Renovation Work, you must submit to us a copy of the deed or lease to the Hotel Site evidencing your legal access to the Hotel Site for the full License Term.
- C. The Renovation Work.** The PIP is attached to this Agreement as Exhibit ___ and incorporated in this Attachment A. You will perform the renovation and/or construction work and purchase the items described on the PIP (the “**Renovation Work**”) on or before the completion date specified in the Rider. The Renovation Work will include your purchasing and/or leasing and installing all fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items that would be required of a new System Hotel under the Standards and other equipment, furnishings and supplies as we may require for you to operate the Hotel. You will be solely responsible for obtaining all necessary licenses, permits and zoning variances required for the Hotel. Before you begin the Renovation Work, you will submit to us copies of all applicable permits, licenses and zoning variances, at our request.
- D. Approval of Architect/Engineer/Designer/Contractors.** Before you submit Plans and Designs to us, you will furnish us with resumes and other information we request pertaining to the architect and the interior designer you desire to retain to prepare your Plans and Designs. The Plans and Designs will not be approved until we have approved the architect and designer who are to prepare the Plans and Designs. Before Renovation Work, you will also submit to us resumes and other information we request pertaining to the engineer, general contractor and/or any major subcontractors for the Renovation Work). Renovation Work will not begin until we have approved the contractors, which approval may be conditioned on bonding of the contractors.
- E. Approval of Plans and Designs.** On or before the date specified in the Rider for submission of the Plans, you must submit your Plans for the renovation of the Hotel to us. We may supply you with representative prototype Guest Room and public area plans and schematic building plans as a guide for preparation of the Plans and Designs. Renovation Work will not begin unless and until we have approved the Plans. You must also submit your Designs to us when we instruct you to do so. Once we approve the Plans and Designs, no change may be made to the Plans and Designs without our advance consent. In approving the Plans and Designs, we do not warrant the depth of our analysis or assume any responsibility for the efficacy of the Plans and Designs or the resulting Renovation Work. You will cause the Renovation Work to be in accordance with this Agreement, the approved Plans and Designs, the Standards and the PIP. It is solely your responsibility to ensure your Plans comply with our then prevailing Standards and with all Applicable Laws.

You are solely responsible for making certain that the Hotel and the Renovation Work comply in all respects with all Applicable Laws. We and our Affiliates will have the right to, and you will arrange for us and our Affiliates to, participate in all progress meetings during the Renovation Work, to have access to all contract and construction documents relating to the Hotel and the Renovation Work, and to have access to the Hotel during reasonable business hours to visit the Hotel and observe its renovation, completion, furnishing and equipping. However, neither we nor our Affiliates are obligated to participate in progress meetings, or visit the Hotel, and our and our Affiliates' participation and site visits are not to be considered as a representation of the adequacy of the construction, the structural integrity, or the sufficiency of mechanical and electrical systems for the Hotel or the Renovation Work. Before we approve your Plans, your architect or other certified professional must certify to us that the Plans comply with all Applicable Laws relating to accessibility/accommodations/facilities for those with disabilities. Upon completion of the Renovation Work and as a condition to our authorization to open of the Hotel,

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

The Standards, the Manual, and the approved Plans and Designs may not be used by you or by any design or construction professional for any hotel or lodging project other than the Hotel.

- F. Commencement; Completion.** You will begin the Renovation Work on or before the Renovation Commencement Date specified in the Rider and will continue the Renovation Work uninterrupted until completed, unless delayed by Force Majeure.

Upon our request, you will promptly provide us with evidence that the Renovation Work has commenced. Notwithstanding any Force Majeure, or any other matter, the Renovation Work must be completed and the Hotel must be furnished, equipped, and comply with this Agreement no later than the Renovation Work Completion Date specified in the Rider.

Your failure to begin the Renovation Work by the Renovation Commencement Date is a material breach of this Agreement, unless we extend the Renovation Commencement Date. If you want to request an extension of the Renovation Commencement Date, you must submit a written request before the Renovation Commencement Date. If we approve the extension, we will set a new Renovation Commencement Date and you must pay us a Ten Thousand Dollar (\$10,000) extension fee. We may condition our approval of an extension on a requirement to update the Plans and Designs.

Your failure to complete the Renovation Work in accordance with this Agreement on or before the Renovation Work Completion Date is a material breach of this Agreement, unless we extend that date. If you want to request an extension of the Renovation Work Completion Date, you must submit a written request before the Renovation Work Completion Date. If we approve the extension, we will set a new Renovation Work Completion Date and a Ten Thousand Dollar (\$10,000) extension fee.

We will have the sole right to determine whether the Renovation Work has begun and been completed in accordance with this Agreement, the approved Plans and Designs, the Standards and the PIP.

- G. Site Visits.** During the course of Renovation Work, you and your architect, designer, contractors, and subcontractors will cooperate fully with us for the purpose of permitting us to visit the Hotel and review the progress of the Renovation Work. In addition, you and your contractors, architect and designer will: (i) supply us with samples of construction materials, supplies, equipment, materials and reports as we may request; and (ii) give our representatives access to the Hotel Site and Renovation Work in order to permit us to carry out our site visits.
- H. Progress Reports.** You will submit to us each month (or more frequently if we so request) a report showing progress made toward fulfilling the terms of this Agreement.
- I. Acquisition of Equipment, Furnishings, and Supplies.** You will purchase and/or lease and install all fixtures, equipment, furnishings, furniture, signs, computer terminals and related equipment, supplies and other items we require in order to assure that the Renovation Work is completed under this Agreement and the Hotel is ready to open as a System Hotel.
- J. Cost of Construction and Equipping the Hotel.** You will bear the entire cost of the Renovation Work, including the cost of the Plans and Designs, professional fees, licenses, permits, equipment, furniture, furnishings and supplies.
- K. Insurance During Conversion.** In addition to the insurance coverage required under this Agreement, during the course of Renovation Work, you will maintain or will cause the general

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contractor to maintain Builder's Risk coverage for the replacement value of the Hotel, which policies must name us and the Entities as additional insureds. This coverage must be evidenced by an original certificate of insurance, submitted to us at least thirty (30) days before you begin Renovation Work and thereafter any time before a change is made in the coverage. Before the Opening Date, you will submit to us a certificate of insurance evidencing the other types of insurance we require under this Agreement.

- L. Limitation of Liability.** We will have no liability or obligation with respect to design and construction of the Hotel. We have furnished to you that portion of the Manual which contains the technical Standards to assist you in completing the Renovation Work. You acknowledge you have studied these Standards and satisfied yourself that the Hotel can be designed, furnished and equipped in accordance with these Standards and that you and your design and construction consultants and contractors have the necessary resources and skills to do so. The Manual does not encompass the architectural, structural, mechanical or electrical safety, adequacy, integrity or efficiency of the design or compliance with Applicable Laws. We do not undertake to approve the Hotel as complying with these or with governmental requirements or as being safe for guests or other third parties and we have no responsibilities in these areas. You must indemnify us with regard to compliance with these matters to the extent provided in Paragraph 9 of this Agreement.
- M. Trademarks.** During the Renovation Work, you will have the right, so long as this Agreement is in effect to: (i) place a sign on the Hotel Site, at your sole expense, advising the general public that a System Hotel is under construction or renovation, which sign will be in accordance with our plans and specifications for System Hotels; (ii) advertise and promote the development and opening of the Hotel in the media; (iii) purchase, from vendor(s) approved by us, operating supplies and equipment bearing the Marks required for the operation of the Hotel; and (iv) purchase, from vendor(s) approved by us, and install the permanent Licensed Brand signage required for the operation of the Hotel. Once we authorize the Hotel to open (conditionally or otherwise) as a System Hotel, you may use the Marks and the System in the operation of the Hotel consistent with the terms and conditions of this Agreement. Upon opening, you will stop using all other names, symbols, trademarks or trade logos other than those used and associated with the System.
- M. Staffing.** Before the Opening Date, you will, at your cost, hire a staff to operate the Hotel and train that staff, all in accordance with the Standards and such other instructions as we may furnish to you.
- O. Opening.** The Hotel will be considered open on the Opening Date. You will not open the Hotel unless and until you receive our written authorization to do so. We will only authorize the Hotel to open when we, in our sole business judgment, are satisfied that: (i) you have complied with all the terms and conditions in this Agreement; (ii) your staff has received adequate training and instruction; (iii) you have a certificate of occupancy for the Hotel, issued by the licensing authority for the jurisdiction where the Hotel is located; and (iv) all fees and charges you owe to us or the Entities have been paid. Opening the Hotel before we authorize you to open will constitute unauthorized use of our Marks and a material breach of this Agreement. Recognizing the difficulty of ascertaining damages for such a breach, you must pay us, as Trademark Liquidated Damages, solely for the damage to our Marks, and not as a penalty, Five Thousand Dollars (\$5,000) per day to compensate us for the damage to our Marks. You must also reimburse us for our costs, including reasonable attorneys' fees, expert fees, costs and other expenses of litigation incurred in enforcing our rights. These Trademark Liquidated Damages do not limit any other remedies we may have, at law or in equity.
- P. Compliance/Investigation.** You will give us at least fifteen (15) days advance notice that, in your opinion, you have complied with all the terms and conditions of this Agreement and the Hotel is ready to open (conditionally or otherwise). We will use reasonable efforts within fifteen (15) days after we receive your notice to visit the Hotel and to conduct other investigations as we deem necessary to determine whether to authorize the opening (conditional or otherwise) of the

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Hotel, but we will not be liable for delays or loss occasioned by our inability to complete our investigation and to make this determination within the fifteen (15) day period. If you fail to pass our initial opening site visit, we may, in our sole business judgment, charge you reasonable fees associated with any additional visits.

- Q. Conditional Opening.** Notwithstanding Paragraph O above, we may, in our sole business judgment, conditionally authorize you to open and operate the Hotel as a System Hotel ("**Conditional Opening**") even though you have not fully complied with the terms of this Agreement, if you are meeting your performance obligations under this Agreement and if you agree to fulfill all remaining terms of this Agreement, including any attachment, on or before the completion date set forth in the Rider or any extension we approve. Our determination as to whether to authorize a Conditional Opening will be final and binding.
- R. Performance of Agreement.** You must satisfy all of the terms and conditions of this Agreement and equip, supply, staff and otherwise make the Hotel ready to open under our Standards. As a result of your efforts to comply with the terms and conditions of this Agreement, you will incur significant expense and expend substantial time and effort. You acknowledge and agree that we will have no liability or obligation to you for any losses, obligations, liabilities or expenses you incur if we do not authorize the Hotel to open or if we terminate this Agreement because you have not complied with the terms and conditions of this Agreement.
- S. Termination Before the Opening Date.** Your failure to satisfy the terms of this Agreement, including your failure to begin or complete the Renovation Work in accordance with the Plans, the Standards and our requirements (including the milestone and completion dates) will constitute a material breach of your obligations under this Agreement which, if not cured within the time specified in the notice of breach, will entitle us to terminate the Agreement before the Opening Date.
- T. Pre-Opening Liquidated Damages.** If we terminate this Agreement either:
1. before you begin the Renovation Work, and, within one (1) year after such termination, you or any Guarantor (or your or any Guarantor's Affiliates) then, directly or indirectly: (a) enter into a franchise, license and/or management agreement for; and/or (b) begin construction or conversion to, or commence operation of, a hotel, motel, inn, or similar facility at the Hotel Site under a Competitor brand name; or
 2. after you begin the Renovation Work, but before the Opening Date (unless the failure to complete is due solely to Force Majeure)
- then you will be liable to us for Pre-Opening Liquidated Damages equal to Three Thousand Six Hundred Dollars (\$3,600), multiplied by the number of approved Guest Rooms (the "**Pre-Opening Liquidated Damages**"). You must pay the entire Pre-Opening Liquidated Damages to us in one lump sum upon demand. Since the actual amount of damage to us is difficult to determine, the Pre-Opening Liquidated Damages represent liquidated damages for the future Monthly Royalty Fees and Monthly Program Fees we will lose as a result of the additional time necessary for us to develop an alternative site in the market. You will remain liable for all other obligations and claims under the Agreement, including obligations following termination under Subparagraphs 5.d., 5.e., and 14.f. and Paragraph 9 of this Agreement.
- U. Termination after Opening of the Hotel.** Termination of this Agreement after the opening of the Hotel (conditionally or otherwise) is governed by Paragraph 14 of this Agreement.

(Remainder of page left intentionally blank.)

EXHIBIT D

ATTACHMENT B – RIDER TO FRANCHISE LICENSE AGREEMENT

Effective Date: **[INSERT DATE OF APPLICATION APPROVAL OR DATE THE CHANGE OF OWNERSHIP OR RELICENSING OCCURS]**

Licensor Name: **HAMPTON INNS FRANCHISE LLC, a Delaware limited liability company**

Licensed Brand: **Hampton Inn (excluding Hampton Inn & Suites and any other brands or product lines containing “Hampton” in the name)**
Hampton Inn & Suites (excluding Hampton Inn and any other brands or product lines containing “Hampton” in the name)

Initial Approved Hotel Name (Trade Name):

Principal Mark in Licensed Brand: **Hampton**

Licensee Name and Address (Attn: Principal Legal Correspondent):

Address of Hotel:

Initial Number of Approved Guest Rooms:

Plans Submission Dates:

 Preliminary Plans: **[Due four (4) months from the Effective Date]**

 Design Development (50%) Plans and Specifications: **[Due eight (8) months from the Effective Date]**

 Final (100%) Plans and Specifications: **[Due twelve (12) months from the Effective Date]**

Construction Commencement Date: **[Due fifteen (15) months from the Effective Date]**

Construction Work Completion Date: **[Due twenty-seven (27) months from the Effective Date]**

Renovation Commencement Date:

Renovation Work Completion Date:

You agree that the [Construction] [Renovation] Commencement Date and [Construction] [Renovation] Work Completion Date may be extended by written notice from us in our business judgment.

EXHIBIT D

Expiration of License Term:

[New Construction – [at month end twenty-two (22) years from Effective Date]

[Conversions - ten (10) to twenty (20) years from [Opening] [Effective Date] or such other License Term we may approve]

[Change of Ownership - Remaining License Term under the existing franchise license agreement or such other License Term we may approve]

Monthly Program Fee: **Four percent (4%) of the Hotel's Gross Rooms Revenue for the preceding calendar month.**

Monthly Royalty Fee: **Six percent (6%) of the Hotel's Gross Rooms Revenue for the preceding calendar month.**

FOR EXISTING FRANCHISEES UNDER A HAMPTON INN/HAMPTON INN & SUITES FRANCHISE LICENSE AGREEMENT EXECUTED BEFORE APRIL 1, 2005 (A "PRE-APRIL 2005 LICENSE") WHO ENTER INTO A RELICENSING THAT IMMEDIATELY REPLACES THE PRE-APRIL 2005 LICENSE, WHERE THE RELICENSING DOES NOT INVOLVE A CHANGE OF OWNERSHIP EVENT, DELETE THE MONTHLY ROYALTY FEE PROVISIONS ABOVE AND INSERT THE APPLICABLE PARAGRAPH BELOW:

Monthly Royalty Fee: The standard Monthly Royalty Fee is five percent (5%) of Gross Rooms Revenue. You will pay four percent (4%) of the Hotel's Gross Rooms Revenue for the preceding calendar month, until and including [insert date that is the day before the twenty-fifth (25th) anniversary of the date the Hotel first began operating as a System Hotel], increasing to six percent (6%) of the Hotel's Gross Rooms Revenue after such date for the remainder of the License Term.

Additional Requirements/Special Provisions [Paragraph #]:

[ADD ONLY IF APPLICABLE:

- **Restricted Area Provision**

Notwithstanding the provisions of Paragraph 2 of this Agreement, from the Effective Date until midnight on the day before the ____ anniversary of the **[Effective Date i.e. _____, 20__]** **[Opening Date, but in no event later than _____ 20__]** *[NOTE: DATE SHOULD BE CONSTRUCTION OR RENOVATION WORK COMPLETION DEADLINE DATE PLUS # OF YEARS IN THE RESTRICTIVE PERIOD]* (the "**Restrictive Period**"), neither we nor any of the Entities will open, or allow to open, a hotel or motel under the Licensed Brand, as such name may be changed by us from time to time, within the **Restricted Area** (described below). This restriction does not apply to any hotel or motel that is currently open or under construction or has been approved for development or opening as a Licensed Brand hotel as of the Effective Date ("**Existing Hotel**"). The term Existing Hotel also includes any hotel located or to be located within the Restrictive Area that replaces such Existing Hotel under the Licensed Brand.

The restrictions also do not apply to: (1) any hotel(s) or motel(s) under brands other than the Licensed Brand; (2) any hotel(s) or motel(s) that will not begin operating under the Licensed Brand until after the expiration of the Restrictive Period; (3) any gaming-oriented hotels or facilities using the Licensed Brand; (4) any shared ownership properties (commonly known as "vacation ownership" or "time share ownership" or similar real estate properties) under the Licensed Brand; and (5) any hotel(s), motel(s), or inn(s) that are part of a chain or group of four (4) or more hotels, motels, or inns that we or the Entities, as a result of a single transaction or group of related transactions, own, operate, acquire, lease, manage, franchise, license, or join through a merger, acquisition or marketing agreement (or otherwise), whether under their existing name or the Licensed Brand name or any other name.

EXHIBIT D

Restricted Area as used in this provision means the area located within the following boundaries:

[BOUNDARIES TO BE DETERMINED BY LICENSOR]]

[FOR CONVERSION ONLY:

- **Existing Third-Party Agreement.** You acknowledge and agree that (i) your right to operate the Hotel under the Licensed Brand will not become effective until after the existing third-party franchise (or similar) agreement for this Hotel, if any, has terminated or expired and (ii) you are solely responsible for ensuring that any such agreement has terminated or expired on or before the Opening Date.

[FOR RE-LICENSING ONLY:

- **Amendment and Restatement.** This Agreement hereby replaces that certain franchise license agreement dated as of [DATE] [along with any applicable amendments, addenda, riders, supplemental agreements and assignments] (collectively, the “**Original License Agreement**”) by and between us (or our Affiliate) and you (or your Affiliate) with respect to the Hotel. Upon execution of this Agreement by the parties, the Original License Agreement will be superseded and have no further force or effect as of the Effective Date of this Agreement except for those provisions expressly intended to survive its termination or expiration. To the extent that there are outstanding obligations to us or the Entities under the Original License Agreement, you acknowledge and agree that you are directly responsible, jointly and severally, for all such obligations under the Original License Agreement existing at or accruing after the execution of this Agreement.

[FOR COO OR RE-LICENSING IF HOTEL IS ALREADY OPERATING UNDER THE LICENSED BRAND:

- All references in this Agreement to the “Opening Date” will mean the “Effective Date.”

Your Ownership Structure:

See Attached Schedule 1

[TO BE ADDED IF LICENSEE’S AFFILIATE IS THE FEE TITLE OWNER, LESSOR OR SUBLESSOR OF THE HOTEL OR THE HOTEL SITE:

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

See Attached Schedule 2

EXHIBIT D

IN WITNESS WHEREOF, the parties have executed this Agreement, which has been entered into and is effective as of the Effective Date set forth above.

LICENSEE:

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

LICENSOR:

HAMPTON INNS FRANCHISE LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Authorized Signatory

Title: _____

Executed on: _____

Executed on: _____

EXHIBIT D

SCHEDULE 1

Your Ownership Structure:

<u>Name (Shareholder, Partner, Member, and Manager)</u>	<u>Nature of Ownership Interest</u>	<u>% Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT D

SCHEDULE 2

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

<u>Name (Shareholder, Partner, Member, and Manager)</u>	<u>Nature of Ownership Interest</u>	<u>% Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT D

[INSERT ADDITIONAL TEXT HERE: I.E. STATE ADDENDA, RAB, PIP]

EXHIBIT D

ILLINOIS ADDENDUM TO FRANCHISE LICENSE AGREEMENT

1. The second sentence of Paragraph 16.b. of the Franchise License Agreement is amended to read as follows:

"For this reason, we each agree that except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. 1050 et seq.), as amended, this Agreement will be construed in accordance with, and all disputes between us (whether in contract, tort, or otherwise) arising out of or related to this Agreement, any breach of this Agreement, or the relationship between us, will be governed by the laws of the State of New York, except as otherwise required by the Illinois Franchise Disclosure Act, without recourse to New York (or any other) choice of law or conflicts of law principles."

2. The provisions of the Franchise License Agreement and all other agreements concerning governing law, jurisdiction, venue, choice of law and waiver of jury trials shall not constitute a waiver of any right conferred upon Licensee by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise License Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void".

LICENSEE:

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

By: _____
Name: _____
Title: _____
Executed on: _____

LICENSOR:

HAMPTON INNS FRANCHISE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT D

MARYLAND ADDENDUM TO FRANCHISE LICENSE AGREEMENT

1. The general release language contained in the Franchise License Agreement shall not relieve the Licensor or any other person, directly or indirectly, from liability under the Maryland Franchise Registration and Disclosure Law.
2. The laws of the State of Maryland may supersede the Franchise License Agreement, including the areas of termination and renewal of the Franchise.
3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
4. The following sentence is added at the end of Section 16.d. of the Franchise License Agreement (Entire Agreement/Amendment/Waiver):

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

LICENSEE:

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

By: _____

Name: _____

Title: _____

Executed on: _____

LICENSOR:

HAMPTON INNS FRANCHISE LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT D

MINNESOTA ADDENDUM TO FRANCHISE LICENSE AGREEMENT

1. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.
2. Licensor shall indemnify Licensee against liability to third parties resulting from claims by third parties that the Licensee's use of the trademarks of Licensor infringes trademark rights of the third party. Licensor does not indemnify Licensee against the consequences of Licensee's use of Licensor's trademarks except in accordance with the requirements of the Franchise License Agreement, and, as a condition to indemnification, Licensee must provide notice to Licensor of any such claim and tender the defense of the claim to Licensor within ten (10) days after the claim is asserted. If Licensor accepts the tender of defense, Licensor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
3. The second sentence of Paragraph 16.b. of the Franchise License Agreement is amended to read as follows:

"For this reason, we each agree that except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. 1050 et seq.), as amended, this Agreement will be construed in accordance with, and all disputes between us (whether in contract, tort, or otherwise) arising out of or related to this Agreement, any breach of this Agreement, or the relationship between us, will be governed by the laws of the State of New York, without recourse to New York (or any other) choice of law or conflicts of law principles; provided, however, that this Section shall not in any way abrogate or reduce any rights of the Licensee as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota."
4. The following language will appear at the end of Paragraph 16.b. of the Franchise License Agreement:

"Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit the Licensor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Licensee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of Licensee's rights as provided for in Minnesota Statutes, Chapter 80C, or Licensee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."
5. Section 14.d. of the Franchise License Agreement is hereby deleted in its entirety and replaced with the following:

d. Damages Upon Termination By Us. If we terminate the Agreement under Subparagraphs 14.a. or 14.b. above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subparagraphs 14.f., 5.e., 8.c. and Paragraph 9 and other damages suffered by us arising out of your breach or default.
6. Minn. Rule 2860-4400J prohibits waiver of a jury trial. Section 17 of the Franchise License Agreement is deleted in its entirety.

LICENSEE:

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

By: _____

Name: _____

Title: _____

Executed on: _____

LICENSOR:

HAMPTON INNS FRANCHISE LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT D

NEW YORK ADDENDUM TO FRANCHISE LICENSE AGREEMENT

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

1. No release language set forth in the Franchise License Agreement will relieve the Licensor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New York.
2. The requirements of Section 5.e. of the Franchise License Agreement that you consent to the entry of an injunction are modified in the State of New York to provide only that you consent to the seeking of such an injunction.

LICENSEE:

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

By: _____
Name: _____
Title: _____
Executed on: _____

LICENSOR:

HAMPTON INNS FRANCHISE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT D

NORTH DAKOTA ADDENDUM TO FRANCHISE LICENSE AGREEMENT

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

1. The laws of the State of North Dakota supersede any provisions of the Franchise License Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise License Agreement will be governed by North Dakota law, rather than New York law, as stated in Section 16.b. of the Franchise License Agreement.
2. Any provision in the Franchise License Agreement which designates jurisdiction or venue or requires the Licensee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from the Franchise License Agreement.
3. Section 14.d. of the Franchise License Agreement is hereby deleted in its entirety, and replaced by the following:
 - d. Damages Upon Termination By Us. If we terminate the Agreement under Subparagraphs 14.a. or 14.b. above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subparagraphs 14.f., 5.e., 8.c. and Paragraph 9 and other damages suffered by us arising out of your breach or default.
4. Any provision in the Franchise License Agreement which requires you to waive your right to a trial by jury is deleted from the Franchise License Agreement.
5. No release language set forth in the Franchise License Agreement will relieve the Licensor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

LICENSEE:

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

By: _____

Name: _____

Title: _____

Executed on: _____

LICENSOR:

HAMPTON INNS FRANCHISE LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT D

RHODE ISLAND ADDENDUM TO FRANCHISE LICENSE AGREEMENT

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

1. Any provision in the Franchise License Agreement which designates the governing law as that of any state other than the State of Rhode Island is deleted from Franchise Agreements issued in the State of Rhode Island.
2. Section 19-28.1.-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

LICENSEE:

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

By: _____

Name: _____

Title: _____

Executed on: _____

LICENSOR:

HAMPTON INNS FRANCHISE LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT D

WASHINGTON ADDENDUM TO FRANCHISE LICENSE AGREEMENT

1. If any of the provisions in the Franchise Disclosure Document or Franchise License Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act") (including areas of termination and renewal of your franchise), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document or Franchise License Agreement with regard to any franchise sold in Washington.
2. A release or waiver of rights executed by a Franchisee will not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise License 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, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. Transfer fees are collectable to the extent that they reflect the Licensor's reasonable estimated or actual costs in effecting a transfer.

LICENSEE:

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

By: _____

Name: _____

Title: _____

Executed on: _____

LICENSOR:

HAMPTON INNS FRANCHISE LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT D-1

DEVELOPMENT INCENTIVE NOTE

\$ _____

McLean, Virginia

Date: _____

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of _____, a Delaware limited liability company ("Holder"), the principal sum of (\$ _____) which amount shall bear no interest unless Maker defaults or this Note is accelerated. The principal amount will be disbursed by Holder to Maker, and Maker will become subject to the obligation to repay or discharge this Note, when and if Maker opens the Hotel in accordance with the Franchise License Agreement, as described below. On each anniversary of the Hotel's Opening Date, one-twentieth of the original principal amount will be forgiven without payment. Maker's obligation to repay the principal of this Note will cease and this Note will be canceled and discharged when the principal is completely forgiven. If this Note is accelerated and is not paid within ten (10) days after it is due, the outstanding principal balance shall bear simple interest at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate allowed by applicable law from its due date until paid. The outstanding principal balance of this Note shall be payable in lawful money of the United States of America at 7930 Jones Branch Dr., Suite 1100, Mclean, VA 22102, ATTN: General Counsel, or at such other place as Holder may direct by written notice to Maker, if a Termination of the Franchise License Agreement between Maker and Holder occurs for any reason or a Transfer occurs and the transferee does not assume Maker's obligation under this Note in a writing acceptable to Holder prior to the closing of the Transfer. If such Termination or Transfer occurs, the outstanding, unamortized principal balance of this Note shall be immediately due and payable without further notice, demand or presentment. Any payments shall be first applied to any accrued interest and then to principal. Maker has the right to prepay this Note, in whole or in part, at any time, without premium or penalty. Prepayments of principal will be applied without notation on this Note.

This Note is issued pursuant to the Franchise License Agreement between Holder and Maker for the operation of a _____ Hotel (the "Hotel") to be located at _____. All terms not defined herein shall have the same definition as in the Franchise License Agreement. If the Franchise License Agreement terminates before the Hotel opens and Holder does not disburse the Development Incentive to Maker, then this Note will be deemed discharged and neither party will have any further obligation to the other under this instrument. Maker's obligation to pay this Note shall be absolute and unconditional, and all payments shall be made without setoff, deduction, offset, recoupment or counterclaim.

If this Note is collected by or through an attorney at law, the Holder shall be entitled to collect reasonable attorney's fees and all costs of collection. This Note is issued in and shall be governed and construed according to the laws of the State of New York (without the application of conflict of laws principles). Each maker, endorser, guarantor or accommodation party liable for this Note waives presentment, demand, notice of demand, protest, notice of non-payment, notice of

protest, notice of dishonor and diligence in collection. Holder reserves the right to modify the terms of this instrument, grant extensions, renewals, releases, discharges, compositions and compromises with any party liable on this Note, with or without notice to or the consent of, or discharging or affecting the obligations of any other party liable under this instrument. The terms "Holder" and "Maker" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. All references to "Maker" shall mean and include the named Maker and all co-makers, guarantors, sureties and accommodation parties signing or endorsing this Note.

IN WITNESS WHEREOF, the undersigned have executed this instrument effective on the date hereof.

Maker

Witness

Co-Maker

Witness

Co-Maker

Witness

EXHIBIT E

EXHIBIT E

GUARANTEE OF FRANCHISE LICENSE AGREEMENT

[Hotel Name]

THIS DOCUMENT AFFECTS AND WAIVES IMPORTANT RIGHTS OF THE PERSONS AND ENTITIES SIGNING IT.

THIS GUARANTEE OF FRANCHISE LICENSE AGREEMENT (the "**Guarantee**") is made by [Name of Guarantor]_____, a _____ (together with its successors and permitted assigns, the "**Guarantor**"), as of the ____ day of _____, _____, in connection with that certain Franchise License Agreement having an Effective Date of _____, _____ (referred to herein collectively, along with all applicable amendments, addenda, riders, supplemental agreements and assignments as the "**License Agreement**"), by and between [Name of Licensor]_____, a Delaware limited liability company (together with its successors and permitted assigns, "**Licensor**") and [Name of Licensee]_____, a _____ (together with its successors and permitted assigns, "**Licensee**") covering that certain [name of hotel] located or to be located at _____, _____, _____ (the "**Hotel**").

OPTION 1:

WHEREAS, Guarantor has represented that it owns all right, title and interest in the real property and improvements comprising (or that will comprise) the Hotel;

OR

OPTION 2:

WHEREAS, Guarantor has represented that [Licensee] [Guarantor] has entered into a [NAME OF THE AGREEMENT], dated as of [DATE] to acquire [all right, title and interest][a long-term ground leasehold interest] in the real property and improvements comprising (or that will comprise) the Hotel;

WHEREAS, Guarantor has represented that it has a direct or indirect controlling ownership interest in, or is an affiliate of, Licensee;

WHEREAS, Licensor would not have entered into the License Agreement absent Guarantor's commitment to deliver this Guarantee; and

WHEREAS, Guarantor acknowledges that it will receive considerable benefits as a result of Licensee holding the license pursuant to the License Agreement.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the execution of the License Agreement by Licensor, the undersigned hereby unconditionally and irrevocably guarantees the following: (i) the full and prompt payment of all sums owed by Licensee to Licensor, and to Licensor's affiliates, under the License Agreement at the times and according to the terms expressed therein, including, but not limited to, all fees and charges, interest, default interest, and other costs and fees (including, without limitation, attorneys' fees in connection with enforcement of the License Agreement); and (ii) the performance of all other obligations of Licensee arising under the License Agreement (Items (i) and (ii) are hereinafter collectively referred to as the "**Obligations**").

By signing this Guarantee, Guarantor also agrees that:

1. Guarantee of Payment and Performance. Guarantor's liability under this Guarantee is a guarantee of payment and performance of the License Agreement and not of collectibility. Guarantor's liability hereunder will continue until all Obligations under the License Agreement have been satisfied in full and will not be limited or affected in any way by transfer of the Hotel or any disability of Licensee. Guarantor further agrees that should Licensee cease to exist or become unable to perform its obligations under the License Agreement, Guarantor will, at Licensor's sole election and subject to Licensor's then-

EXHIBIT E

current requirements for licensees, be deemed Licensee under the License Agreement and will perform all obligations of Licensee existing or accruing thereunder.

Upon default under the License Agreement by Licensee and notice of such default from Licensor to Guarantor, Guarantor will immediately make each payment and perform each obligation required by Licensee under the License Agreement, without any requirement that Licensor first send a notice of default to Licensee under the License Agreement, and Guarantor hereby waives any and all rights it may otherwise have under statutory or common law relating to any notice requirements thereunder.

2. Waivers of Certain Rights and Defenses. This Guarantee is absolute and unconditional. Guarantor hereby waives the rights or benefits otherwise provided to sureties or guarantors under any state or federal law, except as provided in this Guarantee. This waiver is expressly intended to waive any and all benefits and defenses under California Civil Code (“CC”) Sections 2819, 2845, 2849, and 2850 and any benefits or defenses available under the laws of any other state that may be deemed to be applicable to this Guarantee, including, without limitation, the right to require Licensor to (i) obtain Guarantor’s consent to any modification of the License Agreement or any other agreement between Licensor and any party other than Guarantor, (ii) proceed against any collateral that may be given for any of the Obligations, or (iii) pursue any other right or remedy for Guarantor’s benefit, and agrees that Licensor may proceed against Guarantor for the Obligations guaranteed herein without taking any action against Licensee or any other guarantor or pledgor. Guarantor agrees that Licensor may unqualifiedly exercise, in its sole discretion, any or all rights and remedies available to it against Licensee or any other guarantor or pledgor without impairing Licensor’s rights and remedies in enforcing this Guarantee, under which Guarantor’s liabilities will remain independent and unconditional. Guarantor acknowledges that Licensor’s exercise of certain of such rights or remedies may affect, or eliminate Guarantor’s right of subrogation or recovery against Licensee and that Guarantor may incur a partially or totally nonreimbursable liability under this Guarantee.

3. Additional Waivers. No failure or delay on Licensor’s part in exercising any power or privilege hereunder will impair any such power, right, or privilege or be construed as a waiver thereof or acquiescence therein.

4. Guarantee Made With Full Knowledge. Guarantor has had the opportunity to review the matters discussed and contemplated by the License Agreement, including the remedies Licensor may pursue against Licensee in the event of a default under the License Agreement and Licensee’s financial condition and ability to perform under the License Agreement. Guarantor further agrees to keep Licensor fully informed on all aspects of Licensee’s financial condition and the performance of Licensee’s obligations to Licensor and that Licensor has no duty to disclose to Guarantor any information pertaining to Licensee or to notify Guarantor of Licensee’s default under the License Agreement.

5. Guarantee Continues if Payments Are Avoided or Recovered from Licensor. If all or any portion of the Obligations guaranteed hereunder are paid or performed, Guarantor’s obligations hereunder will continue and remain in full force and effect if all or any part of such payment or performance is avoided or recovered directly or indirectly from Licensor as a preference, fraudulent transfer or otherwise, irrespective of any notice of revocation given by Guarantor prior to such avoidance or recovery.

6. Information Requests. Upon Licensor’s request, Guarantor will promptly deliver to Licensor complete and current financial statements and tax returns and such other financial information about Guarantor as Licensor may reasonably request. Upon Licensor’s request, Guarantor further agrees to promptly provide all information that Licensor reasonably requests about Guarantor, including its beneficial owners, officers, directors, shareholders, partners or members. The information requested may include, but not necessarily be limited to, financial condition, credit information, personal and family background, business background, litigation, indictments, criminal proceedings and the like.

7. Changes, Waivers, Revocations, and Amendments in Writing. No terms or provisions of this Guarantee may be changed, waived, revoked, or amended without Licensor’s prior written consent. Should any provision of this Guarantee be determined by a court of competent

EXHIBIT E

jurisdiction to be unenforceable, all of the other provisions will remain effective. This Guarantee embodies the entire agreement among the parties hereto with respect to the matters set forth herein and supersedes all prior agreements among the parties with respect to the matters set forth herein. No course of prior dealing among the parties, no usage of trade, and no parol or extrinsic evidence of any nature will be used to supplement, modify, or vary any of the terms hereof. There are no conditions to the full effectiveness of this Guarantee. Notwithstanding the foregoing, Licensor is willing to enter into its then-current standard form termination of guarantee agreement in order to release the Guarantor from future obligations under this Guarantee upon the following conditions: (i) Licensor receives evidence that Licensee owns fee simple title to the real property on which the Hotel will be sited (i.e., a conformed copy of the deed submitted for recording or like document bearing recording information) or that the Licensee is a tenant under a long-term ground lease with an unrelated third party ground lessor in an arms length transaction for a term equal to, or longer than, the term of the License Agreement, (ii) Licensor receives a written request by Guarantor to enter into Licensor's standard form termination of guarantee agreement, and (iii) Licensee has not been in default at any time twenty-four (24) months prior to the date of Guarantor's request for termination of this Guarantee; and (iv) Licensee, at the time of Guarantor's request to terminate this Guarantee, is in good standing under the License Agreement.

8. Other Guarantees. This Guarantee is in addition to the guarantees of any other guarantors and any and all of Guarantor's other guarantees of Licensee's liabilities to Licensor. This Guarantee will in no way limit or lessen any other liability, howsoever arising, Guarantor may have for the payment of any other obligation of Licensee to Licensor.

9. Representations and Warranties. The following representations and warranties will be continuing representations and warranties so long as any Obligations remain unpaid or unperformed:

(a) Guarantor has the requisite power to execute, deliver, and perform the terms and provisions of this Guarantee and has taken all necessary [corporate/partnership/company] actions to authorize the execution, delivery and performance by it of this Guarantee. This Guarantee is a valid, binding, and legally enforceable obligation of Guarantor in accordance with its terms.

(b) The execution and delivery of this Guarantee are not, and the performance of this Guarantee will not be, in contravention of, or in conflict with, any agreement, indenture, or undertaking to which Guarantor is a party or by which it or any of its property is or may be bound or affected.

(c) [Guarantor owns all right, title and interest in the real property and improvements comprising (or that will comprise) the Hotel.] OR [[Either Guarantor or Licensee, will, upon closing of the [NAME OF AGREEMENT FROM FIRST RECITAL] own [all rights, title, and interest][a long-term ground leasehold interest] in and to the real property and improvements comprising (or that will comprise) the Hotel.]

(d) Guarantor has a direct or indirect controlling interest in, or is an affiliate of, Licensee.

10. Additional Provisions.

(a) If there is more than one Guarantor named herein, any reference to Guarantor will mean any one and all of them and the singular will include the plural. All obligations of each such Guarantor to Licensor of whatever nature are hereby jointly and severally guaranteed by each Guarantor.

(b) Each Guarantor hereby jointly and severally holds harmless, and agrees to defend, protect, and indemnify Licensor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys' fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantor and any other persons or entities.

(c) Licensor may assign this Guarantee without in any way affecting Guarantor's liability. Licensor will endeavor to give Guarantor notice of such assignment, but the failure to do so will

EXHIBIT E

not affect Guarantor's liability. This Guarantee will inure to the benefit of Licensor and its successors and assigns and will bind Guarantor and Guarantor's heirs, executors, administrators, successors, and assigns.

(d) Notices under this Agreement must be in writing and must be delivered in person, by prepaid overnight commercial delivery service, or by prepaid overnight mail, registered or certified, with return-receipt requested, addressed as follows: Notices to us must be sent to us at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102, ATTN: General Counsel. We will send notices to your address set forth in this Guarantee (but in no event to a P.O. Box). If you want to change the name or address for Notice to you, you must do so in writing, signed by you or your duly authorized representative, in compliance with this paragraph. Notice will be deemed effective upon the earlier of: (i) receipt or first refusal of delivery; (ii) one day after posting if sent via overnight commercial delivery service or overnight United States Mail; or (iii) three days after placement in the United States mail if overnight delivery is not available to the Notice address.

If to Licensor:

7930 Jones Branch Drive
Suite 1100
McLean, VA 22102
Attention: General Counsel

If to Guarantor:

Phone: (____) _____
Fax: (____) _____

If Guarantor wants to change the address set forth above, Guarantor shall notify Licensor in writing in accordance with the delivery procedure set forth in this subparagraph.

(e) If Guarantor is a partnership, limited liability company, or other unincorporated association, its liability will not be affected by changes in the name of the entity or in its membership.

(f) This Guarantee is executed in accordance with, and pursuant to, the terms of the License Agreement and any default hereunder will be a default under the License Agreement.

(g) Guarantor represents and warrants to Licensor that Guarantor, including its directors and officers, senior management, and shareholders (or other persons) having a controlling interest in Guarantor is not, and is not owned or controlled by, or acting on behalf of, any of the following "Restricted Persons": (i) the government of any country that is subject to an embargo imposed by the United States government; (ii) individuals or entities (collectively, "**Persons**") located in or organized under the laws of any country that is subject to an embargo imposed by the United States government; (iii) Persons ordinarily resident in any country that is subject to an embargo imposed by the United States government; or (iv) Persons identified from time to time by any government or legal authority under applicable laws as a Person with whom dealings and transactions by Licensor 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); and similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. Guarantor agrees that it will notify Licensor in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties of this Subparagraph 10.(g) incorrect.

Guarantor further represents and warrants to Licensor that Guarantor will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to:

EXHIBIT E

(a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organization;

(b) any political party or candidate for political office; or

(c) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons and entities

if any such payment, offer, act or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery legislation.

11. Governing Law, Jurisdiction, and Venue. Both parties hereby agree that the State of New York has a deep and well developed history of business decisional law. For this reason, both parties agree that except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. ¶ 1050 et seq.), as amended, this Guarantee, all relations between Licensor, Guarantor and Licensee, and any and all disputes between Licensor, Guarantor and Licensee, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the laws of the State of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of the State of New York, and if the Hotel is located outside of New York and the provision would be enforceable under the laws of the state in which the Hotel is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the State of New York or any other state which would not otherwise apply absent this paragraph.

You agree that any action brought by Guarantor against Licensor or its Affiliates arising out of or related to this Guarantee, any breach of this Guarantee, or the relationship between Licensor (and its Affiliates), Guarantor, and Licensee, must be brought in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York. Any action brought by Licensor or its Affiliates against Guarantor arising out of or related to this Guarantee, any breach of this Guarantee, or the relationship between Licensor (and its Affiliates), Guarantor, and Licensee, may be brought by Licensor or its Affiliates in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or if that court lacks subject matter jurisdiction, then in any court of competent jurisdiction whose jurisdiction includes either Fairfax County, Virginia or New York, New York, or the county and state where the Hotel is located. Guarantor consents to personal jurisdiction and venue in each of these jurisdictions and waives, and agrees never to assert, move or otherwise claim that the venue in any of these jurisdictions is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of *forum non conveniens*).

12. WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY WITH RESPECT TO THE ENFORCEMENT OF THIS GUARANTEE. THIS WAIVER WILL APPLY TO ALL CAUSES OF ACTION THAT ARE OR MIGHT BE INCLUDED IN SUCH ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO THE ENFORCEMENT OR INTERPRETATION OF THIS GUARANTEE, ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR SIMILAR CAUSES OF ACTION, AND A CONNECTION WITH ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES ARISING UNDER THIS GUARANTEE.

THE UNDERSIGNED GUARANTOR ACKNOWLEDGES THAT IT WAS AFFORDED THE OPPORTUNITY TO READ THIS DOCUMENT CAREFULLY AND TO REVIEW IT WITH AN ATTORNEY OF ITS CHOICE BEFORE SIGNING IT. GUARANTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND EFFECT OF THIS DOCUMENT BEFORE SIGNING IT.

EXHIBIT E

IN WITNESS WHEREOF, the parties have executed this **Guarantee** which has an effective date as of the date first written above.

GUARANTOR:

_____ ,

a _____

LICENSOR:

[FRANCHISOR ENTITY NAME],

a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT F

INSTRUCTIONS FOR SUBMITTAL OF FRANCHISE LICENSE APPLICATION

To submit a franchise license application (“Application”):

- Have an Authorized Signer for the Applicant (defined below) access the current Franchise Disclosure Document (“**Disclosure Document**”) for the applicable brand through the E-Disclosure procedure and complete the procedure by clicking “Submit” on the Electronic Receipt page. Or, if Applicant received a paper version of the Disclosure Document, have an Authorized Signer for the Applicant sign and date the "Receipt" page at the end of the Disclosure Document and return it immediately by mail to your development representative (“**Developer**”).
- Complete the Application (please type or print) and have the Authorized Signer(s) for the Applicant sign and date the Application Letter. **Note: If the Applicant is an entity, the entity must be in existence at the time it signs and submits the Application Letter.**
- Attach the supporting documents/information requested in the Application and summarized on the attached checklist, and submit the entire package along with the development services fee (“**Development Services Fee**”) described below to your Developer.

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

Authorized Signers: Authorized Signers for the Receipt and Application Letter include the following:

<u>Applicant</u>	<u>Signer (s)</u>
Individual(s):	Each Individual
Corporation	President, Vice President or other Authorized Officer
General Partnership	Each General Partner
Limited Partnership	Any General Partner
Limited Liability Company	Managing Member(s), Authorized Member(s), or Manager(s)
Trust	Trustee(s)
Estate	Executor/Executrix, Administrator/Administratrix

Development Services Fee: Payment of the Development Services Fee must be made when Applicant submits its Application. The Development Services Fee becomes non-refundable upon our approval of the Application.

For a **New Development, Conversion and Change of Ownership** Application, please calculate your Development Services Fee as follows (all fees are in US Dollars):

Conrad®	\$75,000
Doubletree®/Doubletree® Suites with “by Hilton” designation	MINIMUM \$75,000, plus \$300 per guest room/suite over 250 guest rooms/suites
Embassy Suites®	MINIMUM \$75,000, plus \$300 per suite over 250 suites
Hampton Inn/Hampton Inn & Suites®	MINIMUM \$65,000, plus \$450 per guest room/suite over 100 guest rooms/suites
Hilton®	MINIMUM \$85,000, plus \$300 per guest room/suite over 275 guest rooms/suites
Hilton Garden Inn®	MINIMUM \$75,000, plus \$450 per guest room/suite over 150 guest rooms/suites
Homewood Suites by Hilton®	MINIMUM \$60,000, plus \$450 per guest room/suite over 150 guest rooms/suites
Home2 Suites by Hilton®	\$50,000
Waldorf Astoria®	\$75,000

For a **Relicensing** Application (not involving a Change of Ownership), please calculate your Development Services Fee as follows:

Hampton Inn, Hampton Inn & Suites, Hilton Garden Inn, Homewood Suites by Hilton, and Home2 Suites by Hilton: \$25 per guest room/suite multiplied by the number of years in the Relicensing term. This fee is in addition to any Property Improvement Plan (“**PIP**”) fee.

Hilton, Doubletree/Doubletree Suites by Hilton, and Embassy Suites: \$15 per guest room/suite multiplied by the number of years in the Relicensing term. This fee is in addition to any PIP fee.

Conrad: \$75,000; and **Waldorf Astoria:** \$75,000. This fee is in addition to any PIP fee.

APPLICATION CHECKLIST – REQUIRED ITEMS

FOR THE APPLICATION TO BE COMPLETE, THE FOLLOWING ITEMS MUST BE INCLUDED:

- Disclosure Document Receipt **signed and dated** or **submitted electronically** by an Authorized Signer for the Applicant (see instructions on page 1).
- Application Letter signed and dated no earlier than the day after the **14th full calendar day** following the date that Applicant received the Disclosure Document, along with the remaining completed Application pages. Example: If you receive the Disclosure Document on January 1st, then the earliest you may submit the Application Letter will be fifteen days after that date on January 16th.
- Check (or wire transfer) for the Development Services Fee dated no earlier than the day after the **14th full calendar day** following the date the Applicant receives the Disclosure Document. Example: If you receive the Disclosure Document on January 1st, then the earliest you may submit the Development Services Fee will be fifteen days after that date on January 16th.
- Current financial statements (less than a year old) for Applicant; its controlling shareholders, partners or members; and each 25% or greater owner of Applicant.
- Upon request, completed Participant Information form(s) (see pages 10 through 13) **signed and dated** for Applicant, each individual/entity with a 25% or greater direct or indirect ownership interest in Applicant, and each individual/entity with a controlling interest in Applicant, i.e. general partner, managing member, etc.
- Copies of Organizational Documents (including all amendments) for **Applicant** entity and each of its **principal entities**, including general partner(s), managing member(s), controlling shareholders or similar direct and indirect controlling interests, as follows:

Private Corporation:	Articles of Incorporation (with filing stamp or certification from the jurisdiction of incorporation)
Limited Liability Company:	Articles of Organization (with filing stamp or certification from the jurisdiction of formation) and signed Operating Agreement
Limited Partnership:	Certificate of Limited Partnership (with filing stamp from the jurisdiction of formation) and signed Partnership Agreement
General Partnership:	Signed Partnership Agreement
Trust:	Signed Trust Agreement
Estate:	Letters Testamentary/of Administration (where applicable)
- Completed Ownership Structure Form (see page 6) for Applicant, its underlying ownership entities and the fee title holder or lessor/sublessor of the Hotel/Hotel Site if related to Applicant.
- If available, or upon request, market study.
- Site Control Document and all amendments (e.g. recorded deed, recorded ground lease, recorded purchase option, binding letter of intent, binding purchase agreement).
- Site Plan, Aerial and Location Map with site identified (consult your Developer for site plan requirements) - not required for a **Change of Ownership** application for an existing hotel.
- List of hotels owned or managed by the management company.

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

- Conversion Indemnity Letter (if applicable)
- Interior/Exterior Photographs
- 3 Years' Hotel Operating Statistics

APPLICATION LETTER

_____ ("**Location**") _____ ("**Applicant**")

BRAND (check one):

- | | | |
|--|---|--|
| <input type="checkbox"/> Conrad® | <input type="checkbox"/> Hampton Inn® | <input type="checkbox"/> Homewood Suites by Hilton® |
| <input type="checkbox"/> Doubletree® by Hilton | <input type="checkbox"/> Hampton Inn & Suites® | <input type="checkbox"/> Home2 Suites by Hilton® |
| <input type="checkbox"/> Doubletree® Suites by Hilton | <input type="checkbox"/> Hilton® | <input type="checkbox"/> Waldorf Astoria® |
| <input type="checkbox"/> Embassy Suites® | <input type="checkbox"/> Hilton Garden Inn® | |

This letter (the "**Application Letter**") is furnished to the applicable franchise licensing subsidiary of Hilton Worldwide, Inc. ("Hilton Worldwide") for the brand selected above and its successors and assigns (each, "**Licensor**") in order to induce Licensor to process an application for a license to operate a hotel under the brand selected above at the Location designated above. The Applicant understands that Licensor is relying on the information provided in the application and all documents submitted by the Applicant and co-owners in connection with or in support thereof, including, but not limited to, this application letter, all hereinafter referred to as the "**Application**". Applicant agrees to supply such additional information, statements or data as may be requested by Licensor. The Applicant represents, understands and acknowledges that:

1. All information contained in the Application is true and correct as of the date set forth below and that the information contained in this Application is complete and not misleading due to an omission of any material information. The Applicant will inform Licensor promptly of any material change in any of the information furnished in the Application. The Applicant has the authority to submit the Application and to enter into the other documents contemplated thereby, including, without limitation, a franchise license agreement ("**License**"). Neither the submission of the Application nor the execution of such other documents (including the License) will conflict with the terms of any agreement(s) to which Applicant is a party or by which the Applicant is bound. The Applicant has not been induced by Licensor to terminate or breach any agreement with respect to the Location.
2. Information concerning the system for the brand selected above ("**System**"), including, without limitation, the Disclosure Document (if required under applicable law), has been made available to the Applicant. The Applicant is familiar with the System and its requirements and is applying for the form of License contained in the Disclosure Document.
3. Licensor does not enter into oral agreements or understandings with respect to Licenses or matters pertaining to the granting of a License, and as of the date set forth below there are no oral agreements or understandings whatsoever between the Applicant and Licensor with respect to any proposed License.
4. Payment of the Development Services Fee is enclosed with the Application. If the Application is not approved, or if Applicant withdraws the Application before it is approved, the Development Services Fee will be returned, without interest, less \$7,500.00 for time and expenses incurred by Licensor in processing the Application. **ONCE THE APPLICATION IS APPROVED, THE DEVELOPMENT SERVICES FEE IS NON-REFUNDABLE (EVEN IF APPROVAL IS CONDITIONED ON APPLICANT PROVIDING ADDITIONAL INFORMATION).** Provided, however, for a **Change of Ownership** Application, if we approve the Application, and the approved change of ownership does not occur, then we will refund the Development Services Fee without interest, less \$7,500.00. Licensor reserves the sole right to approve or disapprove the Application for any reason it may determine in its business judgment. If the Application is approved, Applicant must provide any additional information requested, meet any additional requirements and sign the License within the time period Licensor specifies or Licensor may terminate the proposed hotel project and retain the Development Services Fee. The Development Services Fee may be invested, combined with other funds or otherwise used as Licensor, at its discretion, deems appropriate.
5. Applicant authorizes credit bureaus, financial institutions, companies and individuals to disclose to Licensor, any and all information for the use of Licensor and its affiliates for the purpose of conducting any necessary credit and/or background investigations. Licensor will comply with any applicable laws in conducting such credit and/or background investigations. The Applicant (jointly and severally if applicable) agrees to indemnify and defend Licensor, Hilton Worldwide., and their respective subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors and assigns of each (collectively, the

"Hilton Worldwide Indemnitees") and to hold them harmless from all losses in connection with the Application and the Location, including breach of any representations, undertakings or warranties contained herein and all claims, demands, suits, causes of action, liabilities, losses or otherwise, incurred (including legal and accounting fees and expenses), and including claims as a result of Licensor processing the Application and/or approving a License. Each Hilton Worldwide Indemnitee will have the right independently to take any action it may deem necessary in its sole discretion to protect and defend itself against any threatened action subject to Applicant's indemnification, without regard to the expense, forum or other parties that may be involved. Each Hilton Worldwide Indemnitee will have sole and exclusive control over the defense of any such action (including the right to be represented by counsel of its choosing) and over the settlement, compromise or other disposition thereof. Licensor may rely on any information, statement or notice from the Applicant pertaining to the Location or License without having to investigate or ascertain the accuracy of any fact or allegation in the notice.

6. Initial all of the following that apply:

_____ The franchise sale is for more than \$1 million—excluding the cost of unimproved land and any financing received from the franchisor or an affiliate—and thus is exempted from the Federal Trade Commission's Franchise Rule disclosure requirements, pursuant to 16 CFR 436.8(a)(5)(i); and

At least one individual has invested One Million Dollars (\$1,000,000) in the Hotel or the Hotel Site;

or

_____The Applicant or its affiliate have been in business for at least five (5) years and have a net worth of at least Five Million Dollars (\$5,000,000) and this franchise sale is thus exempt from disclosure requirements within the meaning of 16 CFR 436.8(a)(5)(ii).

7. This Application Letter may be executed in counterparts, each of which shall be deemed an original, which together shall constitute one and the same instrument. This Application Letter must be signed by the authorized signer(s) for the Applicant (see Instructions page for required signatures) and the undersigned represents and warrants that he/she has the authority to sign this Application Letter. Please make as many copies as needed.

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

FOR INDIVIDUAL APPLICANT

Signature: _____

 Print name: _____
 Date (required): _____

FOR BUSINESS ENTITY APPLICANT

Name of Entity: _____
 By (Signature): _____
 Print Name &
 Title: _____
 Date (required): _____

HILTON WORLDWIDE FRANCHISE LICENSE APPLICATION

APPLICANT

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

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

Type: Corporation Limited Partnership General Partnership Limited Liability Company
 Individual Trust Other (specify)

Birth or Formation Information: Date: (Month/Day/Yr) State/Province, Country: U.S. Social Sec.# (last 4 digits only)/ Canada SIN#((Optional)/Gov't ID#:
 : ____/____/____ _____ _____

PRINCIPAL CORRESPONDENT

FOR OFFICIAL NOTICES

FOR DAY-TO-DAY COMMUNICATIONS

Name:	_____	Name:	_____
Street Address:	_____	Street Address:	_____
City, State Zip/Postal Code	_____	City, State Zip/Postal Code	_____
Telephone #:	_____	Telephone #:	_____
Fax #:	_____	Fax #:	_____
Email:	_____	Email:	_____

MANAGEMENT INFORMATION

THE PROPOSED HOTEL WILL BE MANAGED BY:

A General Manager who will be employed by the Applicant

The General Manager will be: _____

A Management Group under a Management Agreement with the Applicant

Company Name and Contact: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

Attachments: (1) List of Hotels owned or managed by the management group

LIST ALL HOTELS OWNED AND/OR OPERATED BY APPLICANT AND ITS EQUITY OWNERS
 (attach additional pages if necessary)

Owner/Operator Name	Brand/Property Name, City/State	Description of Interest	% Equity

OWNERSHIP STRUCTURE OF APPLICANT ENTITY

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

Example:

Entity/Person's Name	Canada SIN#*/U.S. Soc Sec # (last 4 digits only)/Gov't ID #:	Description Of Interest	% Interest	Business Address & Telephone
XYZ Corp.	12-3456789	General Partner	1%	XYZ Corp. Address/Phone John Doe Address/Phone Jane Doe Address/Phone
- John Doe, President 50%	1234			
- Jane Doe, Shareholder 50%	5678			
ABC, L.L.C.	23-4567891	Limited Partner	99%	ABC, L.L.C. Address/Phone BDC, Inc. Address/Phone Trust Contact Address/Phone
- BDC, Inc., its managing member 25%	34-5678912			
- Bill Davis, President 100%	9012			
- Bill Davis Family Trust, member 25%	same as above			
- Bill Davis, Trustee 100%				
- Bill Davis, Jr. Beneficiary 100%				
- Bill Davis, member 50%	same as above			Bill Davis Address/Phone

* Optional

ENTITY NAME: _____

OWNERSHIP STRUCTURE

(provide additional pages if necessary)

Entity/Person's Name	Canada SIN#(Optional)/ U.S. Soc Sec # (last 4 digits only)/Gov't ID #:	Description of Interest	% Interest	Business Address & Telephone

Attachments: (1) Copies of recorded formation and governing documents of Applicant and its controlling entities (e.g., Articles of Incorporation, Partnership Agreement, Operating Agreement, etc.)
 (2) Upon request, completed Individual or Business Entity Participant Information Forms

HOTEL/SITE LOCATION

Street Address*: _____

* If no street address, provide coordinates or other location description:

City, State/Province _____ Country: _____ Zip/Postal Code: _____

BRAND (check one):

- Conrad®
- Doubletree® by Hilton
- Doubletree® Suites by Hilton
- Embassy Suites®
- Hampton Inn®
- Hampton Inn & Suites®
- Hilton®
- Hilton Garden Inn®
- Homewood Suites by Hilton®
- Home2 Suites by Hilton®
- Waldorf Astoria®

Development Type: New Development (new-build/adaptive reuse) Conversion Change of Ownership Relicensing

HOTEL FACILITIES, SITE, BUILDING INFORMATION

Total guest units: _____ # of Guest rooms: _____ # of Guest Suites: _____ # Stories: _____

Meeting space: Yes _____ sq. ft. No Ballroom: Yes _____ sq. ft. No

Condominium Residences: Yes # _____ No Residential Rental Program: Yes No

Shared Facilities? Yes No If Yes, Describe:

Food & Beverage facilities (outlets, capacity, meals served, operated/leased, current/planned brand names)

Other Retail outlets (type, operated/ leased, current/planned brand names):

Pool (indoor/outdoor/N/A): _____ Other amenities: _____

Total square footage of site: _____ Zoned for hotel development? Yes No

Maximum height allowed by zoning code: Feet: _____ Stories: _____

Site/development restrictions? Yes No Please explain (attach additional pages if necessary):

HOTEL AFFILIATION (for New Development/Conversion applications only)

Has there ever been a franchise, branded management, affiliation or similar agreement pertaining to this hotel or site? Yes No

Explain: _____

If the hotel is currently affiliated with a hotel chain, what chain? _____

Hotel's current name: _____ Original opening date: _____

Attachments: Conversion Indemnity Letter (if applicable)

HOTEL SITE CONTROL/OWNERSHIP

Applicant's Site Control: Owned by Applicant
 Leased to Applicant
 Optioned to Applicant
 Under purchase contract by Applicant
 Other (specify) _____

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

Fee owner name: _____
Address: _____
City, State/Province: _____ Country: _____
Zip/Postal Code: _____ Telephone #: _____
Related to Applicant?: No Yes*
(describe): _____

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

Fee owner/Lessor name: _____
Address: _____
City, State/Province: _____ Country: _____
Zip/Postal Code: _____ Telephone #: _____
Related to Applicant?: No Yes*
(describe): _____

***If yes, provide complete ownership structure of related entity that will be fee owner (see form on page 6)**

- Attachments:** (1) *Site Control Document*
 (2) *Site Plan (New Development/Conversion only)*
 (3) *City Maps and Aerial Photograph with site identified*
 (4) *If applicable, complete ownership structure of related entity that will be the fee owner/lessor/sublessor*

DEADLINES ASSOCIATED WITH APPLICATION

(such as option deadline, purchase deadline, etc.)

NEW DEVELOPMENT PROJECT COSTS

ESTIMATED PROJECT COSTS – NEW CONSTRUCTION:

Land: **\$US** _____ **\$US** _____ per room
 Construction: **\$US** _____ **\$US** _____ per room
 FF&E: **\$US** _____ **\$US** _____ per room
 Other: **\$US** _____ **\$US** _____ per room
 TOTAL **\$US** _____ **\$US** _____ per room

ESTIMATED PROJECT COSTS – CONVERSION:

Purchase price/ current mkt. value (estimate): **\$US** _____ **\$US** _____ per room
 Renovation/upgrade: **\$US** _____ **\$US** _____ per room
 Other: **\$US** _____ **\$US** _____ per room

Forecasted Construction/Renovation Start Date: _____

Forecasted Construction/Renovation Completion Date: _____

OPERATING PROJECTIONS:

Assumptions	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
% Occupancy					
Avg. Daily Rate (\$US)					

LOAN INFORMATION:

Do you have a loan or loan commitment for this project? No Yes

Name of proposed/existing lender(s): _____

Loan Amount(s): _____ Percentage equity: _____

Loan Description: _____

Is the loan (or will the loan be) cross-collateralized by other hotels/real estate assets or cross-defaulted to any other loan(s)? No Yes If yes, please describe below:

- Attachments:**
- (1) Market or Feasibility Study, if available or upon request**
 - (2) For Conversion projects – 3 years’ operating statistics**
 - (3) Financial statements for Applicant, its controlling shareholders, partners or members, and each individual and entity with a 25% or greater direct or indirect ownership interest in the Applicant**

INDIVIDUAL PARTICIPANT INFORMATION

INSTRUCTIONS: Upon request, Applicant may be required to provide the personal and business information requested below, and such additional information which Licensor may require, for each of the following individuals, as applicable: (1) each individual with a 25% or greater direct or indirect ownership interest in Applicant, and (2) each individual with a controlling interest in Applicant, i.e. general partner(s), managing member(s), etc., regardless of ownership interest. Personal information provided by Applicant to Hilton Worldwide pursuant to this request will be considered confidential.

Name of Individual:

_____ (Full first name) (Middle name/initial) (Last name) (Former name/alias, if applicable)

U.S. Social Security # / Canada SIN# (Optional)/or Govt. ID #:

Sex [] Male [] Female

:

Birth Information:

Date: ___/___/___ **City/State/Province:** _____ **Country:** _____
mo day yr

Home Address/Dates:

(past 10 years, attach separate sheet if necessary)

Telephone #:

Fax #:

Employer/Address/Position/Dates

(past 10 years, attach separate sheet if necessary):

Relationship to Applicant:

% Ownership of Applicant:

(i.e. Shareholder, Officer, General Partner, Managing Member, limited partner, member etc.)

References (name, address, telephone number) - include one bank/financial, one business & one personal:

1. _____
2. _____
3. _____

LITIGATION HISTORY, CERTIFICATIONS, INDEMNIFICATION AND RELEASE

A. Have you or any legal entity in which you have been an officer, director, member or partner (or in which you have held a management position or ownership interest greater than 10%) ever (i) been a defendant in civil litigation alleging fraud, deceit or similar claims, (ii) been convicted of a criminal offense or have a charge currently pending, (iii) filed for protection from creditors under applicable bankruptcy laws, (iv) been a defaulting party in a foreclosure proceeding, or (v) been the subject of disciplinary action with respect to the suspension or revocation of, a professional or gaming license? () **NO** () **YES**
If yes, please provide details:

B. I certify that to the best of my knowledge the statements contained in this Individual Participant Information form are true and complete and nothing has been withheld affecting my reputation and credit standing. In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state or local statutory or common laws or regulations, I expressly authorize the above-named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person, association, firm, company, financial institution, court system, personnel agency or credit bureau to furnish and release to Hilton Worldwide, Inc. and/or its representatives, owners, partners, parents, subsidiaries, affiliates, successors and assigns and each of such entities' officers, directors, agents and employees (collectively, "Hilton Worldwide"), any information that is requested including, but not limited to, information concerning my education, employment history, financial transactions, credit payment history, civil record, criminal conviction record, legal proceedings or judgments or any other record or report, and Hilton Worldwide to request, obtain and use such information for the purpose of conducting any necessary credit and/or background investigations.

C. I hereby release, indemnify, defend and hold harmless Licensor, Hilton Worldwide,, and their respective subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors and assigns of each (collectively, the "**Hilton Worldwide Indemnitees**") and any and all other persons or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind or nature, whether

known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, against any or all of them which may at any time arise or accrue to me or my heirs, successors, parents, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through me, on account of the provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto. I hereby authorize this Individual Participant Information Form, indemnity and release to be shown and delivered to such persons, with a copy of this Individual Participant Information Form, indemnity and release to be as valid as the original.

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

SIGNATURE: _____ **DATE:** _____

BUSINESS ENTITY PARTICIPANT INFORMATION

INSTRUCTIONS: Upon request, this form may be required for Applicant entity and each related entity with a 25% or greater direct or indirect ownership interest in Applicant, and/or a controlling interest in Applicant, i.e. general partner, managing member, etc., regardless of ownership interest.

Entity Name: _____ (“Entity”)
 (Mo/Day/Yr)

Formation Information: **Date:** ___/___/___ **State/Province:** _____ **Country:** _____ **Gov’t ID:** _____

Address: _____

Telephone #: _____ **Fax #:** _____

Relationship to Applicant: _____ **% Ownership of Applicant:** _____
 (i.e. Shareholder, General Partner, Limited Partner, Managing Member, Member, etc.)

References (name, address, telephone number) - include one bank/financial reference & one business:

1. _____
2. _____
3. _____

LITIGATION HISTORY, CERTIFICATIONS, INDEMNIFICATION AND RELEASE

A. Has the above referenced Entity or an affiliate of the Entity (or in which the Entity has held a management position or ownership interest greater than 10%) ever (i) been a defendant in civil litigation alleging fraud, deceit or similar claims, (ii) been convicted of a criminal offense or have a charge currently pending, (iii) filed for protection from creditors under applicable bankruptcy laws, (iv) been a defaulting party in a foreclosure proceeding, or (v) been the subject of disciplinary action with respect to the suspension or revocation of, a professional or gaming license? (___) **NO** (___) **YES** **If yes, please provide details:**

B The undersigned hereby certifies that the statements contained in this Business Entity Participant Information form are true and complete and nothing has been withheld affecting the reputation and credit standing of the Entity. In accordance with the Privacy Act, Freedom of Information Act, the Fair Credit Reporting Act, and any similar federal, state or local statutory or common laws or regulations, the undersigned authorizes the above-named references, any credit reporting agency, any law enforcement agency (federal/state/local) and any person, association, firm, company, financial institution, court system, personnel agency or credit bureau to furnish and release to Hilton Worldwide, Inc. and/or its representatives, owners, partners, parents, subsidiaries, affiliates, successors and assigns, and each of such entities’ officers, directors, agents, and employees, (collectively, “Hilton Worldwide”), any information that is requested including, but not limited to, information concerning the business and credit history, financial transactions, civil and criminal conviction records, legal proceedings or judgments or any other record or report, and Hilton Worldwide to request, obtain and use such information for the purpose of conducting any necessary credit and/or background investigations.

C. The undersigned agrees to release, indemnify, defend and hold harmless hereby release, indemnify, defend and hold harmless Licensor, Hilton Worldwide,, and their respective subsidiaries and affiliates, and the officers, directors, employees, agents, representatives, successors and assigns of each (collectively, the “**Hilton Worldwide Indemnitees**”) and any and all other persons or entities, including without limitation those providing information, from any and all liability for losses, claims, injuries, liabilities, and damages of whatever kind or nature, whether known or unknown, including without limitation those based upon defamation, invasion of privacy, and rights of publicity and personality, against any or all of them which may at any time arise or accrue to me or my heirs, successors, parents, subsidiaries, assigns, officers, directors, employees, agents or other persons or entities claiming by or through me, , on account of the provision of such information or reliance on such information or on other information gathered pursuant thereto and hereto. The undersigned authorizes this Business Entity Participant Form, indemnity and release to be shown and delivered to such persons, with a copy of this Business Entity

Participant Form, indemnity and release to be as valid as the original.

D. The undersigned represents and warrants that he/she has the authority to sign this form on behalf of the Entity.

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

BUSINESS ENTITY NAME: _____

By: _____
(Signature)

Print Name/Title: _____ Date: _____

EXHIBIT G

HILTON SYSTEMS SOLUTIONS, LLC
HILTON INFORMATION TECHNOLOGY SYSTEM AGREEMENT

Address For Notices to Customer
Customer Name:

Attention:
Address:

Address Of Customer's Site
Site Name:

Attention:
Address:

Address For Notices to Hilton Systems Solutions, LLC
Division: Hampton

Attention: Dir. OnQ® Deployment Planning – Randy Kanaya
Address 755 Crossover Lane
Memphis, TN 38117

On the terms and conditions set forth herein, Hilton Systems Solutions, LLC, a Delaware limited liability company ("HSS") and _____ (the "Customer") as either the owner of a property managed by an affiliate of HSS or as a licensed franchisee of an affiliate of HSS, hereby enter into this Hilton Information Technology System Agreement (the "Agreement" or the "HITS Agreement") wherein HSS agrees to license or sublicense to Customer certain Proprietary Software and Certified Third Party Software, as such terms are defined herein, and may provide certain equipment ("Authorized Equipment") as described herein that is leased, licensed or purchased by Customer for the operation of HSS's OnQ® technology. Such software and equipment needed for the operation of HSS's OnQ® technology are collectively referred to herein as the "Information System". The Customer agrees that such licenses or sublicenses of software and any equipment are provided subject to the terms and conditions of the Agreement and the additional terms, conditions, and additional programs contained in the schedules (the "Schedules") attached hereto:

Schedule A:	Information System Software Licensed / Services Provided
Schedule B:	System Cost and Payment Terms
Schedule C:	Software Maintenance / Cost and Payment Terms
Schedule D:	Authorized Equipment Description / Purchase Terms and Conditions
Schedule E:	Authorized Equipment Maintenance / Cost and Payment Terms
Schedule F:	Microsoft Participation Agreement
Schedule G:	Certified Third Party Software / Additional Terms and Conditions
Schedule H:	Subsequent Purchase of Additional Equipment, Software and Services
Schedule I:	Joinder by Preferred Retailer
Schedule J:	Joinder by Preferred Lessor
Schedule K:	Joinder by Preferred Services Provider
Schedule L:	Total Solution Program Agreement
Schedule M:	Intentionally Omitted
Schedule N:	Intentionally Omitted
Schedule O:	Intentionally Omitted
Schedule P:	Intentionally Omitted
Schedule Q:	Intentionally Omitted
Schedule R:	Intentionally Omitted
Schedule S:	Intentionally Omitted
Schedule T:	Intentionally Omitted
Schedule U:	Intentionally Omitted
Schedule V:	Intentionally Omitted
Schedule W:	Intentionally Omitted

For the purposes of this Agreement, the "Authorized Equipment" shall mean any equipment listed on Schedule D.
Effective Date: The effective date ("Effective Date") shall be the date signed by HSS.

CUSTOMER: [LEGAL ENTITY NAME]

HILTON SYSTEMS SOLUTIONS, LLC

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name: _____

Print Name: Randy Kanaya

Title: _____

Title: Director – OnQ® Deployment Planning

Date: _____

Date: _____

TERMS AND CONDITIONS

1. System Cost. The System Cost (the "System Cost") includes license fees for HSS's proprietary software licensed from HSS (the "Proprietary Software") and for the license or sublicense ("license") of certain third party software tested to work on the Information System with Authorized Equipment and installed by HSS's Preferred Services Provider (the "Certified Third Party Software"), any related fees for equipment and software installation and any training services to be provided. The System Cost and the payment schedule and terms are set forth in Schedule "B". In addition to the System Cost specified in Schedule "B" for all software provided by HSS hereunder, all transportation, handling, rigging and insurance charges from the shipping point to destination shall be borne by Customer. Customer acknowledges that HSS or its affiliates and subsidiaries may derive revenues and/or other material consideration on all or a portion of the System Cost or for the license of software, the sale or lease of equipment or the provision of services relating to this Agreement.

2. Master Agreements. HSS or its designee may, from time to time, without warranty or representation of any kind, negotiate with an outside vendor, a master computer equipment purchase agreement or a master software license agreement (the "Master Agreements") and provide certain purchase opportunities for Customer to purchase Authorized Equipment from a preferred retailer (the "Preferred Retailer"), to lease Authorized Equipment from a preferred lessor (the "Preferred Lessor") or to engage providers of computer software and systems services, such as site survey, implementation, installation and maintenance support (the "Preferred Services Provider" or "PSP") or to license software pursuant to the terms of the Master Agreements, Customer may be required to execute a joinder to these Master Agreements (Schedules I, J, K and U) and in such event Customer shall have direct privity of contract with such vendor and shall be bound by the terms thereof as they apply to Customer and its purchases, leases or licenses thereunder and Customer shall be directly and solely responsible for such purchases, leases and licenses.

HSS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES IN REGARD TO THE PREFERRED RETAILERS, THE PREFERRED LESSORS OR THE PREFERRED SERVICES PROVIDERS, THEIR AGREEMENTS, PRODUCTS AND/OR SERVICES AND SHALL HAVE NO LIABILITY WHATSOEVER FOR THE TERMS AND CONDITIONS THEREOF, PERFORMANCE OF ANY OBLIGATIONS OR OTHER AGREEMENTS THEREUNDER, ANY EQUIPMENT PURCHASED, LEASED, OR INSTALLED, ANY SERVICES PERFORMED, ANY USE OF ANY SOFTWARE, OR ANY SOFTWARE LICENSED OR SUBLICENSED PURSUANT THERETO.

3. Customer Cooperation. Customer shall provide HSS and its affiliates, subsidiaries and third party vendors with such cooperation relating to HSS's performance of its obligations under this Agreement as HSS may reasonably request from time to time. Customer agrees to comply with the Information System's regulations, rules and policies as HSS may determine from time to time.

4. Notices. Except as otherwise specified herein, all notices, requests, demands or communications required hereunder shall be in writing, delivered personally or sent by first class U.S. mail or by a nationally reputable overnight courier service, postage and other fees prepaid, to Customer and HSS at the addresses first set forth above (or at such other addresses as shall be given in writing by either of the parties to the other in accordance with this Section). All notices, requests, demands or communications shall be deemed effective upon delivery or three (3) days following deposit in the U. S. mail or effective one (1) business day following delivery to a nationally reputable overnight courier service in accordance with this Section. Additional notices may be required by the Schedules attached hereto.

5. Termination of Agreement.

(a) HSS shall have the right, without limiting any of its other rights or remedies, to terminate this Agreement upon ten (10) days prior written notice to Customer in the event of a Customer default (as defined in Section 5(b) below) or in the event Customer ceases to be a licensed franchisee of Hilton Worldwide, Inc. ("HWI") or its affiliate or subsidiary through Customer's license agreement ("License Agreement") or otherwise entitled to operate a hotel, timeshare, steamboat or cruise line using the name "Hilton" or any other registered trademark or tradename of HWI or its affiliate or subsidiary pursuant to the terms of a written management agreement (the "Management Agreement") between Customer and HWI or its affiliate or subsidiary. The License Agreement and the Management Agreement are collectively referred to herein as the "Brand Agreements." The Master Agreements and the Brand Agreements are collectively referred to herein as the "Other

Agreements.” For purposes of this Agreement, an affiliate hotel operating pursuant to an affiliation agreement shall be included in the term “licensed franchisee” during conversion and rebranding.

(b) For purposes hereof, a default by Customer shall be deemed to occur if Customer shall fail to pay all or any portion of any amounts due and payable hereunder or shall breach any other material provision of this Agreement or the Schedules attached hereto and such breach shall continue uncured for a period of ten (10) days after receipt of written notice thereof from HSS.

(c) Upon any termination of this Agreement, Customer shall immediately cease all use of the Information System and promptly return any and all copies of Proprietary Software, Certified Third Party Software and any related documentation to HSS. Within five (5) business days following such termination, an officer of Customer shall certify in writing to HSS that all such copies and documentation have been returned to HSS. In the event of a termination before the expiration of twelve (12) full calendar months, Customer shall pay HSS's then current termination fee. HSS shall have no obligation to provide any maintenance or other services to Customer following any termination of this Agreement.

(d) All representations, promises, warranties and obligations of Customer shall survive the termination of this Agreement.

(e) In the event of a Customer default, as defined in Section 5(b), above, instead of immediately and completely terminating this Agreement pursuant to Section 5(a), above, HSS shall have the right to postpone complete termination for such period of time as HSS, in its sole discretion, may determine and HSS and/or its affiliates and subsidiaries shall have the right during such period of time to exercise one or more of the following interim remedies (each an “Interim Remedy”):

(i) Disable all or any part of the Information System available to Customer and/or suspend any one or more of the services provided or supported under this Agreement, or any Schedule hereto.

(ii) Charge Customer for the cost relating to any equipment, equipment maintenance, software, software maintenance, information technology, network and/or other services which were previously provided under this Agreement to Customer at no additional charge other than the fees Customer paid under this Agreement, or any Schedule hereto; charge Customer for all costs related to such suspending, disabling, and, if defaults are cured as required, re-enabling, together with the intervention or administration fees set forth in the Standards Manuals; and charge Customer for any equipment, equipment maintenance, software, software maintenance, information technology, network and/or other services HSS and/or its affiliates and subsidiaries, in their sole discretion, determine to provide Customer after complete termination and/or the imposition of any Interim Remedy (each, an “Information Technology Recapture Charge”). An Information Technology Recapture Charge may, at HSS's and/or its affiliate's or subsidiary's sole option, take the form of one or more specific dollar amounts and/or of a percentage increase to any of the fees which are based on a percentage of any of Customer's revenues under this Agreement, or any Schedule hereto (a “Percentage Fee”). If an Information Technology Recapture Charge consists of one or more specific dollar amounts, then Customer must pay each such amount immediately upon demand or as may be otherwise specified. If an Information Technology Recapture Charge consists of an increase to a Percentage Fee, Customer must pay the increased Percentage Fee when and as provided for the underlying applicable fee in each such agreement. Customer understands and agrees that such increases may be levied in any Percentage Fee notwithstanding any other provision of any such agreement.

(iii) Suspend and withhold performance of any one or more of its other obligations under this Agreement, or any Schedule hereto.

Customer shall not be entitled to any compensation, refund or reduction in charges by reason of the exercise of any Interim Remedy by HSS and/or its affiliates and subsidiaries.

Customer acknowledges and agrees that postponement of complete termination and/or the exercise of any Interim Remedy shall not constitute or result in actual or constructive termination or abandonment of this Agreement,

or any Schedule hereto, or a waiver or release of any right to terminate in accordance with Section 5(a) above. Any one or more of the Interim Remedies may be exercised at any time and from time to time, in such order and for such periods as HSS and/or its affiliates and subsidiaries may determine.

If, after any Interim Remedy is imposed but before HSS exercises its reserved right to terminate this Agreement (as provided above), Customer completely cures to HSS's satisfaction the subject default, then HSS may either elect to terminate this Agreement despite Customer's untimely cure, or, at HSS's sole option, elect not to terminate this Agreement; if the latter, HSS will withdraw the Interim Remedy on a going-forward basis.

(f) The remedies provided in this Section 5 are cumulative and in addition to all other rights and remedies available to HSS and/or its affiliates and subsidiaries by contract, at law or in equity, and no liability whatsoever shall accrue to any of them by reason of exercise of any such rights or remedies or the consequences thereof.

6. Price Change, Delivery Expense, Taxes and Payment in U.S. Dollars.

(a) All Authorized Equipment and Certified Third Party Software to be purchased, leased, or sublicensed is contingent upon availability, and the price is subject to change by the manufacturer, the licensor or the Preferred Retailer.

(b) Unless specified otherwise herein, Customer hereby assumes the expense of delivery and in-transit insurance for the Authorized Equipment.

(c) Unless otherwise provided in the Agreement, all fees, costs, charges and any other amounts payable by Customer to HSS or to any Preferred Retailer, Preferred Lessor or Preferred Services Provider pursuant to the terms of this Agreement shall be exclusive of any and all withholding, sales, use, property, excise, gross receipts, consumption, VAT and other similar country, federal, state, municipal or local taxes or duties, levies, fees and assessments of whatsoever nature (collectively, "Taxes"). Customer shall pay all Taxes resulting from this Agreement, including but not limited to, the provision of Authorized Equipment, the license or sublicense of Proprietary Software or Certified Third Party Software, or the provision of services. If Customer is required by any applicable law to make any deduction or withholding on account of Taxes or otherwise from any payment payable to HSS or any Preferred Retailer, Preferred Lessor or Preferred Services Provider under this Agreement, Customer shall, together with such payment, pay such additional amount as will ensure that HSS or any of such other entities receives a net amount (free from any deduction or withholding in respect of such additional amount itself) free and clear of any such Taxes or other deductions or withholdings and equal to the full amount which HSS or any such other entities would otherwise have received if no such Taxes or other deductions or withholdings had been required. HSS or the appropriate Preferred Retailer, Preferred Lessor or Preferred Services Provider may, where appropriate, provide an invoice to Customer for Taxes, deductions or withholdings that were deducted or withheld from any payment made to HSS or any other entities under this Agreement, which invoice Customer must promptly pay. Promptly after payment of Taxes, Customer shall forward the following to HSS: (1) copies of official receipts or other evidence reasonably satisfactory to HSS showing the full amount of Taxes and/or any other deduction or withholding that has been paid to the relevant tax authority; and (2) a statement in English (in a form HSS requires) listing the full amount of Taxes and/or any other deduction or withholding that has been paid in local currency and U.S. Dollars. Such tax receipts and statements should be sent to: Withholding Tax Coordinator, Corporate Tax Department, Hilton Worldwide, Inc., 755 Crossover Lane, Memphis, TN 38117, or at such other address that HSS may designate to Customer.

(d) Unless otherwise specified by HSS in writing, Customer shall make all payments in United States dollars to HSS or any other entity designated by HSS.

7. Precedence. The terms and conditions of Customer's use of the Information System shall be governed exclusively by this Agreement, notwithstanding the terms of any product order that may be submitted by Customer to HSS. In the event of any inconsistency between this Agreement and any product order or similar document submitted by or on behalf of Customer to HSS, or in the event of any additional terms contained in any such product order or similar document submitted by or on behalf of Customer to HSS, the terms of this Agreement shall control, and any additional or inconsistent terms contained in any such order or other document shall be deemed stricken from such

order unless specifically and expressly agreed to in writing by an authorized officer of HSS. To the extent of any inconsistent terms and conditions between the Schedules attached hereto and these terms and conditions, the terms and conditions of the attached Schedules shall control. In the event of any conflict between the terms of this Agreement and the terms of the Brand Agreements (including the Standards and/or Operating Manual(s) (the "Standards Manuals"), the terms of the Brand Agreements shall govern.

8. Software. HSS shall provide Customer with copies of certain Proprietary Software listed on Schedule A attached hereto and, in HSS's sole discretion, license or sublicense certain Certified Third Party Software described in this Agreement (collectively, the "Software") and install the Software on the Authorized Equipment on Schedule D. Installation shall be deemed complete upon certification by the installer that the Software has been properly installed. With respect to the Certified Third Party Software licensed or sublicensed hereunder, Customer's rights shall be governed by any terms and conditions attached to or specified on Schedule G and by any such third party software vendor's standard license agreement. Customer may be required to execute a separate license agreement directly with one or more of such third party software vendors. With respect to the Microsoft software, Customer's license shall also be governed by the Microsoft Participation Agreement attached hereto as Schedule F. With respect to the Proprietary Software licensed hereunder to Customer and with respect to any Certified Third Party Software licensed or sublicensed hereunder, for which there is no standard or separate third party vendor software license agreement attached to or specified herein, the terms of Customer's software license (the "Software License") shall be as follows:

(a) The Software License shall be personal, non-exclusive and non-transferable.

(b) The Proprietary Software and the Certified Third Party Software may be used by Customer solely on the Authorized Equipment and solely for Customer's own internal hotel operations relating to the management of its hotel and/or resort and for its guest and ancillary services at Customer's Site listed on page 1 hereof. Except for a single program copy of Certified Third Party Software which may be maintained by Customer solely for archival back-up purposes, Customer shall not reproduce the Proprietary Software, the Certified Third Party Software or any related documentation. Customer shall not reverse assemble, reverse compile or otherwise attempt to reverse engineer any of the Proprietary Software or any of the Certified Third Party Software.

(c) Customer shall not permit any of the Proprietary Software or Certified Third Party Software to be accessed by or used on any equipment other than the Authorized Equipment.

(d) Recognizing the confidential and proprietary nature of the Proprietary Software and the Certified Third Party Software, Customer agrees to maintain such software in confidence and not to disclose any of such software or related documentation to any third party nor permit such software and related documentation to be used or accessed by anyone other than Customer's employees. Customer shall not be provided machine readable object code or source code.

(e) No legal or equitable title to or ownership of any of the Proprietary Software or any of the Certified Third Party Software or any proprietary rights therein are transferred to Customer hereunder other than the limited Software License specified herein.

(f) Unless otherwise specified in this Agreement, the initial term of the Software License granted to Customer with respect to any of the Proprietary Software or the Certified Third Party Software shall be three (3) years from the Effective Date of this Agreement. Thereafter, this Software License shall be automatically extended by HSS for additional three (3) year terms, unless HSS notifies Customer to the contrary.

9. No Warranties/Limited Warranties.

(a) HSS MAKES NO WARRANTIES AS TO ANY CERTIFIED THIRD PARTY SOFTWARE, ANY AUTHORIZED EQUIPMENT OR TO ANY SERVICES PROVIDED BY THE PREFERRED SERVICES PROVIDERS. THE SOLE WARRANTIES PROVIDED TO CUSTOMER, IF ANY, WITH RESPECT TO THE CERTIFIED THIRD PARTY SOFTWARE, AUTHORIZED EQUIPMENT OR SERVICES PROVIDED BY THE PREFERRED SERVICES PROVIDERS ARE PROVIDED BY THE APPLICABLE THIRD PARTY VENDOR PURSUANT TO A WRITTEN WARRANTY, IF ANY, PROVIDED TO CUSTOMER BY SUCH THIRD PARTY

VENDOR. IN THE EVENT CUSTOMER NOTIFIES HSS OF ANY CONDITION WHICH CUSTOMER BELIEVES CONSTITUTES A BREACH OF ANY WARRANTY PROVIDED BY A THIRD PARTY VENDOR, HSS SHALL, UPON CUSTOMER'S REQUEST, PROVIDE REASONABLE COOPERATION AND ASSISTANCE IN NOTIFYING SUCH THIRD PARTY VENDOR OF SUCH CONDITION AND IN URGING SUCH THIRD PARTY VENDOR TO CORRECT SUCH CONDITION.

(b) PROVIDED THAT CUSTOMER NEITHER ATTACHES NOR USES THIRD PARTY EQUIPMENT AND/OR INTERFACES WITH THE AUTHORIZED EQUIPMENT WHICH HAVE NOT BEEN CERTIFIED BY HSS AS MEETING HSS'S SPECIFICATIONS NOR INSTALLS OTHER THIRD PARTY SOFTWARE OR NON-HSS PROPRIETARY SOFTWARE ON THE EQUIPMENT, HSS REPRESENTS AND WARRANTS THAT THE AUTHORIZED EQUIPMENT LISTED ON SCHEDULE D WILL RUN THE PROPRIETARY SOFTWARE PURSUANT TO THE TERMS HEREOF. HSS'S OBLIGATIONS HEREUNDER SHALL NOT APPLY TO ANY ERRORS, DEFECTS OR PROBLEMS CAUSED IN WHOLE OR IN PART BY (i) ANY MODIFICATIONS OR ENHANCEMENTS MADE TO ANY OF THE PROPRIETARY SOFTWARE OR THE CERTIFIED THIRD PARTY SOFTWARE BY CUSTOMER OR ANY THIRD PERSON OR ENTITY OTHER THAN HSS; (ii) ANY SOFTWARE PROGRAM, EQUIPMENT, FIRMWARE, PERIPHERAL OR COMMUNICATION DEVICE USED IN CONNECTION WITH THE AUTHORIZED EQUIPMENT OR THE PROPRIETARY SOFTWARE WHICH WAS NOT APPROVED IN ADVANCE IN WRITING BY HSS; (iii) THE FAILURE OF CUSTOMER TO FOLLOW THE MOST CURRENT INSTRUCTIONS PROMULGATED BY HSS OR ANY THIRD PARTY VENDOR FROM TIME TO TIME WITH RESPECT TO THE PROPER USE OF THE INFORMATION SYSTEM; (iv) ANY DEFECT OR FAILURE TO OPERATE IN ACCORDANCE WITH MANUFACTURER'S, DISTRIBUTOR'S OR PUBLISHER'S SPECIFICATIONS THEREFORE OF ANY AUTHORIZED EQUIPMENT OR CERTIFIED THIRD PARTY SOFTWARE; (v) THE FAILURE OF CUSTOMER TO SCHEDULE REGULAR PREVENTIVE MAINTENANCE IN ACCORDANCE WITH STANDARD HSS PROCEDURES; (vi) FORCES OR SUPPLIES EXTERNAL TO THE INFORMATION SYSTEM, INCLUDING WITHOUT LIMITATION THOSE REASONS SET FORTH IN THE FORCE MAJEURE SECTION BELOW; (vii) THE NEGLIGENCE OF CUSTOMER OR ANY OTHER THIRD PERSON OR ENTITY. ANY CORRECTIONS PERFORMED BY HSS FOR ANY SUCH ERRORS, DIFFICULTIES, OR DEFECTS SHALL BE FIXED, IN HSS'S SOLE DISCRETION, AT HSS'S THEN CURRENT TIME AND MATERIAL CHARGES. HSS SHALL BE UNDER NO OBLIGATION, HOWEVER, TO FIX ANY SUCH CUSTOMER OR EXTERNALLY CAUSED ERRORS, DEFECTS OR PROBLEMS.

(c) EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 9, HSS DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY, OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. HSS DOES NOT WARRANT THAT THE INFORMATION SYSTEM OR THE SERVICES PROVIDED HEREUNDER WILL BE CONTINUOUSLY AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE INFORMATION SYSTEM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WILL BE ACCURATE OR COMPLETE. HSS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF, THE INFORMATION SYSTEM IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY OF HSS AND THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER FOR ANY BREACH OF ANY WARRANTY FOR THE INFORMATION SYSTEM OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

10. Proprietary Rights Notices. Customer shall not remove or obscure any copyright, trademark or confidentiality notices or marks affixed to any Software.

11. Infringement Claims.

(a) HSS shall not be liable in connection with any claim of infringement of intellectual property rights, including, but not limited to, copyright, patent, trade secret, trademark, service marks, trade names, trade dress, logos, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws (collectively,

“Intellectual Property Rights”) if Customer has modified any of the Proprietary Software or the Certified Third Party Software, combined any such software or related material with or into any other programs, data, devices, components or applications and such infringement would not have occurred without such modification or combination. Further, HSS shall have no liability hereunder if such liability arose or was incurred in whole or in part because of any access, use, copying, distribution, modification or other exploitation of the Information System beyond the scope permitted under this Agreement.

(b) Pursuant to Title 17, United States Code, Section 512(c)(2), if Customer receives notice of a claimed copyright infringement (or other Intellectual Property Right infringement), Customer shall promptly submit a notification (in accordance with Title, 17, United States Code, Section 512(c)(3)) to the following Designated Agent (or any other individual hereinafter designated by HSS):

Service Provider(s): Hilton Worldwide, Inc.
Name of Agent Designated to Receive Notification of Claimed Infringement: Barbara L. Arnold
Full Address of Designated Agent to Which Notification Should be Sent: Hilton Worldwide, Inc., Legal Department, 755 Crossover Lane, Memphis, Tennessee 38117
Telephone Number of Designated Agent: (901) 374-5099
Email Address of Designated Agent: Barbara.Arnold@Hilton.Com

If Customer has not received a notice of an Intellectual Property Right infringement but believes that Customer’s data or other files accessed, used, saved, stored or backed-up on the Information System infringes any Intellectual Property Rights, Customer shall promptly notify the Designated Agent listed above.

12. Additional Services. Any services provided by HSS to Customer at Customer’s request in addition to the services which HSS is obligated to perform pursuant to the express terms of Schedule A (the “Additional Services”) shall be billed to Customer by HSS at its standard rates then in effect or as otherwise agreed in writing by HSS and Customer and shall be due and payable by Customer within fifteen (15) days from the date of invoice.

13. Limitations of Liability and Exclusions of Damages.

(a) THE REMEDIES EXPRESSLY PROVIDED IN THIS AGREEMENT CONSTITUTE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL HSS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF DATA OR INFORMATION OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT HSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL HSS’S LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO HSS UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THAT THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY FIRST ACCRUES.

(b) CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE INFORMATION SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE USE, SAVING, STORING OR BACKUP OF CUSTOMER’S DATA AND OTHER FILES RELATING TO CUSTOMER’S OPERATION, AND/OR CERTAIN OTHER CUSTOMER DATA AND FILES AS MAY BE UTILIZED ON THE INFORMATION SYSTEM IS NOT WITHOUT RISK AS TO LIMITATIONS, FAILURE AND/OR INTERRUPTION. FOR INSTANCE, THERE COULD BE A FAILURE OR INTERRUPTION OF CUSTOMER’S ACCESS TO OR ANY USE OF THE INFORMATION SYSTEM FOR AN INDETERMINATE PERIOD OF TIME DEPENDING UPON THE NATURE AND SEVERITY OF THE EVENT CAUSING THE FAILURE OR INTERRUPTION. HSS IS NOT RESPONSIBLE FOR INCORRECT OR INACCURATE ENTRY INFORMATION, OR DESTROYED, IMPAIRED OR LOST DATA, WHETHER CAUSED BY CUSTOMER OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE INFORMATION SYSTEM OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESSING OF ANY INFORMATION RELATED TO THE INFORMATION SYSTEM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER HSS NOR ANY SUCH THIRD PARTY PROVIDER SHALL BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY DELAYS, FAILURES, OR INTERRUPTIONS IN THE ACCESS TO OR ANY USE OF THE INFORMATION SYSTEM

DUE TO, BUT NOT LIMITED TO, THE REASONS SET FORTH IN THE FORCE MAJEURE SECTION BELOW.

(c) HSS RESERVES THE RIGHT FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S FAILURE TO COMPLY WITH THE INFORMATION SYSTEM'S USE REGULATIONS, RULES AND POLICIES, TO TEMPORARILY BAR ACCESS OF CUSTOMER TO THE INFORMATION SYSTEM AND/OR TO TEMPORARILY OR PERMANENTLY REMOVE ANY OR ALL DATA OR OTHER FILES. IF HSS OR THE THIRD PARTY PROVIDER HEREUNDER DETERMINES or receives notice THAT CUSTOMER'S NETWORK CONNECTION, SOFTWARE, EQUIPMENT OR FILES MAY INFECT THE INFORMATION SYSTEM WITH A VIRUS, THAT INTERNET ACCESS BY THE CUSTOMER OR CUSTOMER'S ACCESS TO OR USE OF THE INFORMATION SYSTEM IS IN VIOLATION OF THE APPLICABLE ACCEPTABLE USE POLICY GOVERNING USE OF THE INTERNET SERVICE PROVIDER'S SERVICES ("aUP"), THE DIGITAL MILLENNIUM COPYRIGHT ACT (THE "dmca") OR OTHER GOVERNMENTAL LAW OR REGULATION OR THAT CUSTOMER'S NETWORK CONNECTION, SOFTWARE, EQUIPMENT OR FILES MAY CAUSE HARM TO or disrupt the INFORMATION SYSTEM. HSS AND THE THIRD PARTY PROVIDER SHALL NOT BE LIABLE FOR ANY INCONVENIENCE OR DISRUPTION TO THE CUSTOMER CAUSED BY SUCH MEASURES.

(d) ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 U.S.C. §§ 2701-2711): HSS MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY DATA OR OTHER FILES TRANSMITTED ON OR THROUGH THE INFORMATION SYSTEM. HSS WILL NOT BE LIABLE FOR THE PRIVACY OF ANY DATA OR OTHER FILES TRANSMITTED ON OR THROUGH THE INFORMATION SYSTEM.

(e) HSS MAY INFORM GOVERNMENTAL AUTHORITIES OR INTERESTED THIRD PARTIES IF HSS SUSPECTS, BELIEVES OR RECEIVES NOTICE THAT CUSTOMER'S DATA OR OTHER FILES CONTAIN LEGALLY PROHIBITED INFORMATION OR ARE BEING USED FOR ILLEGAL PURPOSES. CUSTOMER ACKNOWLEDGES THAT HSS OR THE THIRD PARTY PROVIDER MAY MONITOR AND REVIEW STORED DATA AND OTHER FILES WITHOUT RESTRICTION AND CUSTOMER HEREBY ACKNOWLEDGES AND CONSENTS TO SUCH MONITORING. CUSTOMER ALSO ACKNOWLEDGES THAT HSS OR THE THIRD PARTY PROVIDER MAY NEED TO RELEASE CUSTOMER'S DATA OR OTHER FILES WHEN HSS OR THE THIRD PARTY PROVIDER BELIEVES IT MUST DO SO IN ORDER TO COMPLY WITH A LAW, SUBPOENA, WARRANT, ORDER OR REGULATION ARISING FROM LITIGANTS, LAW ENFORCEMENT, COURTS AND OTHER GOVERNMENTAL AGENCIES. NEITHER HSS NOR THE THIRD PARTY PROVIDER SHALL BE RESPONSIBLE OR LIABLE TO CUSTOMER FOR ANY SUCH ACTIONS TAKEN BY HSS OR THE THIRD PARTY PROVIDER.

14. Limitations on Actions. No action, regardless of form, arising out of the transactions under this Agreement, other than an action for nonpayment, or for billing errors may be brought by either party hereto more than one (1) year after the cause of action has occurred.

15. Third Party Claims. The Released Parties, as defined in Section 16, shall have no liability to third parties for any claims, losses or damages of any type whatsoever arising out of or in any way related to the access to or any use of the Information System, or, without limitation, any of the other products or services provided under this Agreement or the Schedules attached hereto. Customer shall be responsible for, and Customer agrees to indemnify the Released Parties and hold them harmless from and with respect to, any loss or damage (including without limitation attorneys' fees, costs and expenses) which arise out of Customer's access to or any use of the Information System or any of the other products or services provided under this Agreement or the Schedules attached hereto, including, but not limited to, infringement of any Intellectual Property Rights.

16. Estoppel and Release. Customer hereby (i) certifies to HSS and its subsidiaries and affiliates that this Agreement, the Master Agreements and all other agreements relating to Customer's Site listed on page 1, (collectively, the "Agreements") are each in full force and effect, and no default, claim, breach, offset, defense to full and strict enforcement, waiver or estoppel (collectively, a "Claim"), or condition that could with the passage of time, giving of notice or otherwise become a Claim, currently exists or has existed against HSS or its subsidiaries or affiliates under the Agreements; (ii) fully and forever releases, discharges, and agrees to indemnify, defend, and hold harmless HSS and its subsidiaries and affiliates and each of their respective former and present owners, and each of such entities'

officers, employees, directors, shareholders, alter egos, affiliates, partners, representatives, agents, attorneys, successors and assigns (collectively, the "Released Parties"), from any and all Claims, demands, liens, actions, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise, whether now known or suspected which have existed or may have existed, or which do exist or which hereafter can, shall or may exist, based on any facts, events, or omissions occurring from any time on or prior to the execution of this Agreement which arise out of, concern, pertain, or relate in any way to the Agreements (the "Released Claims"). Customer acknowledges that there is a possibility that subsequent to the execution of this Agreement, Customer will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Customer at that time may have materially affected Customer's decision to execute this Agreement. Customer hereby acknowledges and agrees that by reason of this Agreement and the release contained in this Agreement, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Customer has been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provision, this release shall constitute a full release in accordance with its terms. Customer knowingly and voluntarily waives the provision of Section 1542, as well as any other statute, law, or rule of similar effect (or in any state having similar statutes governing releases). In connection with such waiver and relinquishment, Customer hereby acknowledges it is aware that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true with respect to the matters released herein. Nevertheless, it is the intention of Customer, through this Agreement, and with the advice of its counsel, to fully and finally settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have existed between and among the parties hereto. Customer hereby acknowledges that it has been advised by its legal counsel and understands and acknowledges the significance and consequences of this release and of this specific waiver of Section 1542 and other such laws.

17. Entire Agreement/Prior Agreements. This Agreement and the Schedules attached hereto constitute the entire understanding and agreement between Customer and HSS with respect to the transactions contemplated herein and, except for the Brand Agreements as noted in Section 7, supersede any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter hereunder. There being no expectations to the contrary between the parties hereto, no usage of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement or alter in any manner any express terms of this Agreement or the Schedules attached hereto. Neither this Agreement nor the Schedules attached hereto shall be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of HSS and by an authorized representative of Customer. Without limiting the generality of the foregoing, this Agreement supersedes and terminates any prior or existing HMS, HPMS1, HPMS2, System 21® and Hilton Information Technology System Agreements. Nothing in this Section 17 disclaims any representation made in the Franchise Disclosure Document provided to the Customer.

18. Cumulative Remedies. No remedy available to HSS hereunder or relating hereto shall be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No waiver of any provision of this Agreement or any Schedule attached hereto or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

19. Force Majeure. Neither HSS, the Preferred Retailer, the Preferred Lessor nor the Preferred Services Provider shall be responsible for delays or failures in performance hereunder resulting from any act of God, fire, flood, lightning strikes, tornadoes, earthquakes or other disasters, riots, civil commotion, terrorism, acts of war, labor disputes, strikes, lockouts, epidemics, governmental regulations imposed after the fact, network failure, communication line, power, air conditioning or humidity control failures, or any other occurrence beyond their reasonable control.

20. Severability. If any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement and the Schedules attached hereto which provide for a limitation of liability, disclaimer of warranties, or exclusion or limitation of damages or other remedies is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages or other remedies set forth herein shall remain in effect.

21. No Joint Venture. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between HSS and Customer. Neither party is, by virtue of this Agreement, authorized as an agent or legal representative of the other.

22. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns permitted hereunder. Customer understands and acknowledges that HSS anticipates that it may arrange for one or more third parties to provide certain services which HSS is obligated to provide to Customer hereunder. Customer further expressly agrees that HSS may assign or transfer this Agreement and/or any of its rights and duties hereunder to any parent, subsidiary or affiliated entity or any entity which acquires all or substantially all of HSS's operating assets, or into which HSS is merged or reorganized pursuant to any plan of merger or reorganization. Customer shall not have the right or power to assign or transfer this Agreement or any interest herein without HSS's prior written consent, which consent may be withheld in the sole and absolute exercise of HSS's discretion.

23. Counterparts. This Agreement may be executed in one or more counterparts each of which shall constitute one and the same instrument.

24. Applicable Law, Consent to Jurisdiction, Equitable Relief and Waiver of Jury Trial. This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the State of New York.

The parties to this Agreement agree that any claim, suit, action or proceeding, brought by either party, arising out of or relating to this Agreement or the relationships created hereby, any breach of this Agreement, and any and all disputes between HSS and Customer, whether sounding in contract, tort or otherwise, shall be submitted for adjudication exclusively in the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or if that court lacks subject matter jurisdiction, then in a court of competent jurisdiction whose jurisdiction includes Fairfax County, Virginia. Each party: (i) waives any objection which it may have that such court is not a convenient forum for any such adjudication; (ii) agrees and consents to the personal jurisdiction of such court; and (iii) agrees that process issued out of such court or in accordance with the rules of practice of such court shall be properly served if served personally or served by certified mail or other form of substituted service as provided under the rules of practice of such court.

The parties hereto acknowledge and agree that any party's remedy at law for any breach or threatened breach of this Agreement which relates to requiring that the breaching party take any action or refrain from taking any action would be inadequate and such breach or threatened breach shall be per se deemed as causing irreparable harm to such party. Therefore, in the event of such breach or threatened breach, the parties hereto agree that in addition to any available remedy at law, including but not limited to monetary damages, an aggrieved party shall be entitled to obtain equitable relief in the form of specific enforcement, temporary restraining order, temporary or permanent injunction, or any other equitable remedy that may then be available to the aggrieved party.

Should venue be rejected by the U.S. District Court for the Eastern District of Virginia, in Alexandria, Virginia or a court of competent jurisdiction in Fairfax County, Virginia, then any litigation arising out of or related to this Agreement or the relationships created hereby, any breach of this Agreement, and any and all disputes between HSS and Customer, whether sounding in contract, tort, or otherwise, will instead be submitted to and resolved exclusively by a court of competent jurisdiction located in the City and State of New York, New York. Customer agrees and consents to such personal jurisdiction and venue in this substitute jurisdiction and waives and agrees never to assert, move or otherwise claim that this substitute venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including asserting any claim under the judicial doctrine of forum non conveniens).

TO THE EXTENT EITHER PARTY INITIATES LITIGATION INVOLVING THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN THEM (EVEN IF OTHER PARTIES OR OTHER CLAIMS ARE INCLUDED IN SUCH LITIGATION), ALL THE PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY. THIS WAIVER WILL APPLY TO ALL CAUSES OF ACTION THAT ARE OR MIGHT BE INCLUDED IN SUCH ACTION, INCLUDING CLAIMS RELATED TO THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION, OR SIMILAR CAUSES OF ACTION, AND IN CONNECTION WITH ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES BETWEEN OR AMONG HSS AND CUSTOMER OR BETWEEN OR AMONG ANY OF THEIR OWNERS, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS.

25. Attorneys' Fees. In the event of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, the prevailing party thereunder shall be entitled to recover reasonable attorneys' and paralegals' fees (for negotiations, trials, appeals and collection efforts) and court costs incurred in connection therewith in addition to any other relief to which such party may be entitled. The prevailing party shall be the party that prevails on its claim whether or not an award or judgment is entered in its favor.

26. No Reproduction. Customer acknowledges that the Proprietary Software (excluding any third party software used in operating the Information System) comprising the Information System is subject to certain Intellectual Property Rights owned or held by HSS and/or its affiliates or subsidiaries and that the information contained therein is proprietary to HSS and/or its affiliates or subsidiaries. Customer agrees not to reproduce, nor duplicate, nor reuse, in whole or in part, any Software, documentation or materials comprising the Information System in any manner (whether directly or in creating a new use or otherwise) without the prior written consent of HSS. This prohibition against reproduction also applies to the duplication and/or transmission of any related materials supplied by HSS.

27. Confidentiality.

(a) Customer shall maintain the confidential nature of the information contained in the materials which are provided for its use at the Customer's Site (the "Site") also referred to herein as Customer's Hotel (the "Hotel") under this Agreement and the Schedules attached hereto. Customer agrees not to provide or otherwise make available the Software or documentation comprising the Information System to any person or entity other than Customer's employees at the Site without prior written consent of HSS. Customer further agrees to take all reasonable steps and precautions necessary to protect the Information System or any of the software or information contained therein from unauthorized use or disclosure by its agents, employees, or other third parties.

(b) Customer hereby represents and warrants that it will not share with nor enter into any agreement or understanding with any competitors including any other Hilton hotel (other than a Hilton hotel owned by the same owner) to share or exchange information concerning prices, bids, or terms or conditions of sale.

(c) Customer further agrees that it shall maintain the confidential nature of the information contained in the Proprietary Software and the Certified Third Party Software and related materials together with all of the information HSS and/or its affiliates and subsidiaries may obtain from Customer or about Customer or about the Customer's Site or its guests under this Agreement, or under any agreement ancillary to this Agreement, or otherwise related to this Agreement and agrees that such information is HSS's and/or its affiliates' and subsidiaries' proprietary and confidential information. All revenues related thereto will be HSS's and/or its affiliates' and subsidiaries' property. However, Customer may at any time during or after the term of this Agreement use to the extent lawful and at its sole risk and responsibility any information that Customer acquires from third parties in operating Customer's Site, such as guest data. The information will become HSS's and/or its affiliates' and subsidiaries' confidential and proprietary information which HSS and/or its affiliates and subsidiaries may use for any reason as it deems necessary or appropriate, in its sole discretion. Customer agrees not to provide or otherwise make available any of the information to any person or entity other than Customer's employees at Customer's Site.

28. Surviving Obligations. All representations, promises, warranties, and obligations of Customer shall survive the termination of this Agreement. In the event that Customer makes improper use of the rights granted herein, the parties agree that HSS and/or its affiliates and subsidiaries would suffer irreparable damage and HSS shall have the right to obtain an injunction to prevent such misuses and to protect its rights in the Information System, including, but not limited to, the Software and the documentation or information contained therein or any use thereof. Such right to injunctive relief shall be cumulative and in addition to any other right or remedy at law to which HSS may be entitled. In the event HSS shall employ legal counsel to enforce its rights hereunder, HSS shall be entitled, in addition to any other damages, to recover reasonable attorneys' fees and costs.

SCHEDULE A

INFORMATION SYSTEM SOFTWARE LICENSED / SERVICES PROVIDED

Software Item:

Proprietary Software

OnQ® Interface Software:
Call Accounting
PBX
Voice Messaging
Point Of Sale
Movie Only Billing
TV Services (Express Checkout, Movies, etc.)
Mini-Bar Posting
Credit Card Authorization & Settlement
High Speed Internet
PPIC
Electronic Key
Energy Management

“X” – Denotes requested interfaces

Documentation Item:

Implementation

Site Survey Recap
OnQ® Proposal
OnQ® Implementation Guide
OnQ® Installation Guide

Training Manuals

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

Training Item:

As described below, Customer's personnel must demonstrate an acceptable level of proficiency in the operation of the Information System before Customer will be permitted to implement or use the Information System. These are summaries of some current requirements; however, more exact requirements may be set forth in the applicable Brand and/or Standards Manual(s) and subject to change by HSS from time to time as set forth in the License Agreement and such Manuals.

Information System Planning Workshop

In order to assist Customer with acquiring necessary planning information regarding implementation of the Information System, HSS periodically conducts implementation training either by telephone or during sessions conducted in Memphis. This implementation training is designed to equip the Hotel's personnel with the skills necessary to operate, train employees and plan for implementation of the Information System. Customer's general manager (or HSS approved designee) is required to participate in this training along with other management staff (designated by HSS) to begin execution of the plan for implementation of the Information System.

Hotel Employee Training

The Information System currently contains a complete self-paced computer based training ("CBT") function which each employee of the Hotel will use to become proficient in the Information System's functionality. The management of the Hotel is responsible for ensuring that all employees who have responsibilities related to the front desk will be certified in the appropriate CBT modules prior to the implementation of the Information System, or within ten (10) days of employment, as the case may be.

Proficiency to be Demonstrated

Customer's General Manager ("GM") shall be certified in the Information System's operations procedures, or a new GM shall become certified within sixty (60) days of assuming the general manager's position, as the case may be. All Hotel staff must successfully complete certification training as a prerequisite to receiving permission from HSS's installation team to complete the implementation of the Information System. A minimum passing score for the General Manager or General Manager designee (for hotels over 300 rooms) is eighty percent (80%) with eighty percent (80%) for the combined average of the management team and eighty percent (80%) for the combined average of the team members who are principal users of the Information System.

Installation Services Item:

HSS May Use Third Party Designee to Provide Services Hereunder

From time to time during the term of the Agreement, HSS may elect to enter into a business relationship with one or more third party vendors to provide some or all of the goods and services to be delivered to Customer under the provisions of the Agreement. Such services may include, but not be limited to, the procurement and configuration of the Authorized Equipment and Certified Third Party Software, the installation of same at the Hotel, and the maintenance of the Authorized Equipment and Certified Third Party Software at the Hotel on an ongoing basis following installation. Customer agrees to pay invoices rendered by the third party vendors in accordance with the terms thereof as if they were rendered directly by HSS, and if Customer fails to do so, it shall be considered a default hereunder. At the present time, HSS has entered into an agreement in such capacity to use the Preferred Retailer, Preferred Lessor and/or the Preferred Services Provider whose joinder(s) is (are) attached to the Agreement and made a part hereof.

Implementation:

As set forth in this Schedule A below, HSS (or its designee) will provide certain services for Customer's Authorized Equipment listed on Schedule D and related Certified Third Party Software. These are summaries of some current requirements; however, more exact requirements may be set forth in the applicable Brand and/or Standards Manual(s) and are subject to change by HSS or HWI or their affiliate or subsidiary from time to time as set forth in the License Agreement and such Manuals.

HSS will provide the services (the "On-Site Services") of Systems Implementation consultants. The number of consultants is to be determined by HSS based upon size and type of the Hotel. The number of consultants on-site at the Hotel and the person-days on-site for these consultants are listed on Schedule B – Cost of the Installation Services. The number of days will be determined by HSS in its sole discretion. These consultants will:

- (i) work with the Hotel's management to build the Hotel's database, including the verification of the proper functioning of the Software;
- (ii) provide procedural support for the property management system to the Hotel's management;
- (iii) work with the Hotel's management to adapt their use of the Information System to meet the Hotel's requirements;
- (iv) support the Hotel's staff in their use of the Information System through the Hotel's management;
- (v) work with the Hotel's management to assure that the Hotel has all necessary tools for the implementation of the Information System (i.e., Authorized Equipment, Certified Third Party Software, documentation, etc.);
- (vi) install or approve the installation of equipment to meet the requirements of the Hotel, HSS and the manufacturer of the Authorized Equipment;
- (vii) work with third party vendors to meet the technical criteria for interface communications; i.e., central reservations, call accounting, energy management, pay movies, high speed internet access, etc.;

- (viii) administer a trial run of the Information System to verify that the front desk staff and audit staff have been trained properly (the minimum passing score for the General Manager or General Manager designee (if applicable) is 80%, and 80% for the combined average of the management group and primary employee user group);
- (ix) verify that all front desk staff and Hotel's management have successfully completed the Information System Guided Tour & Training;
- (x) identify and address operational problems that involve the Information System; and
- (xi) formulate and present recommendations that maximize efficient use of the Information System.

Installation

Whether Customer elects to purchase the Authorized Equipment listed on Schedule D from the Preferred Retailer or lease such Authorized Equipment from the Preferred Lessor, HSS (or its designee as the case may be) will coordinate the installation of such Authorized Equipment at the Hotel.

(i) Customer or HSS, in HSS's discretion, will obtain and maintain throughout the term hereof, at Customer's cost, the necessary communication vehicles (e.g., two dedicated telephone lines, one for direct communication between HSS and the Hotel for the purpose of dialing up Customer's Authorized Equipment to diagnose Information System problems and the other to diagnose wide area network trouble), together with such other equipment as is reasonably necessary for the operation of the Authorized Equipment, including without limitation, network access including wide area network connections to the Central Reservation System and Internet via frame relay and/or dial-up connections, routers, and CSU/DSU equipment. Customer shall maintain for the term of this Agreement, at Customer's cost, all necessary communication links, including a modem and dial-up telephone line and a facsimile machine or other electronic communications capability mutually acceptable to Customer and HSS.

(ii) Customer shall make available, at its own expense, prior to the agreed upon installation date a location that, in HSS's opinion, is suitable for installation of such Authorized Equipment. Customer shall furnish any electrical connections and dedicated phone lines which may be required by HSS and shall perform and pay for all work, including alterations, which in the sole discretion of HSS is necessary to prepare the Hotel for the installation and proper operation of the Authorized Equipment.

(iii) Any delay in shipment and installation of such Authorized Equipment or Certified Third Party Software, including delays by communications vendors, Preferred Retailers, Preferred Lessors, Preferred Services Providers or any other retailers or lessors, will, for the duration of such delay, excuse any failure of HSS to install the Authorized Equipment on or before the agreed upon installation date. However, HSS shall use commercially reasonable efforts to require such approved vendors to comply with their service level agreements as to installation and shipment timing for Customer's installation, in accordance with such approved vendor agreements.

(iv) If Customer elects to purchase such Authorized Equipment from another retailer or lessor, it shall be installed at the Hotel on a date mutually agreed to by HSS and Customer following HSS's (or its designee's) determination that it conforms to HSS's specifications testing procedures and can be configured with the Software.

Software Installation

If Customer purchases the Authorized Equipment listed on Schedule D from HSS or the Preferred Retailer, the Preferred Retailer or HSS will install the Software and any related software as described in this Agreement on the Authorized Equipment and HSS (or its designees) will complete the installation at the Hotel, as applicable, on the agreed upon installation date. If Customer does not purchase such Authorized Equipment from the Preferred Retailer, HSS or its designee will install the Software and any related software at such time as HSS designates in writing to Customer. The Software may be installed in phases such that one or more Software Modules may be installed and/or operational prior to other Software Modules. The Software Modules to be installed shall be as set out above and in this Agreement, and Customer hereby agrees to permit the Preferred Retailer or HSS (or their designees) to install any and all other Software Modules on the Authorized Equipment in or at the Hotel, as provided for herein.

If Customer purchases such Authorized Equipment from a retailer other than the Preferred Retailer, Customer shall pay for configuring the Authorized Equipment purchased from such retailer, with the Software. The additional cost for such configuration shall be as shown on Schedule B. Customer shall also be responsible for shipping and shipping related costs to and from HSS or its designee for such configuration.

Cost of On-Site Services/Travel Expenses

The cost of all On-Site Services (including the cost of the Systems Implementation Consultants) are shown on Schedule B. In addition to paying the cost of all On-Site Services, Customer shall reimburse HSS for any travel expenses incurred by HSS (or its designee), including without limitation, those shown on Schedule B.

Third Party Interface Testing and Connectivity

If Customer requires the implementation of any OnQ® Interface software for connectivity to third party systems, Customer shall be responsible for any fees assessed by the third party vendors to test and implement the necessary connectivity. In addition, Customer will be required to make arrangements with any such third party vendor to provide the necessary assistance required to test and to implement the interface connectivity. This assistance requires the vendor to be on-site at the time of testing and implementation, unless the third party vendor can perform all necessary tasks (as defined by HSS) through a remote connection to the Customer's third party system.

SCHEDULE B

SYSTEM COST AND PAYMENT TERMS

Cost of the Software License Fees

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

Proprietary OnQ®Software License	\$
Proprietary OnQ®Interface Software Licenses	\$
OnQ®Virus and CAL Licenses	\$

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

Cost of the Authorized Equipment, Certified Third Party Software and Other Fees

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

Authorized Equipment (as described in Schedule D) and Certified Third Party Software (as listed in Schedule D and described in Schedule G, as applicable)	\$
Kiosk Hardware and Installation Fee	\$
Standard Upgrade Fee	\$
Standard Plus Software License Fees	\$

*Note: The cost to configure equipment obtained by Customer from a non-preferred retailer, to be included here, when applicable.

Cost of Training and Training Manual

The cost of the Training is shown below. This cost will be invoiced to Customer by HSS or the Preferred Services Provider at the same time as it renders its invoice to Customer for the License Fees. Additional costs for training replacement general managers or other hotel personnel will be invoiced to Customer prior to such training dates.

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

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

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

General Manager Leadership Program: \$
For ES/HH/HIS/HW/DT/DC (N/A for other brands):

Pre-Opening Materials \$
For ES/HH/HIS/HW/DT/DC (N/A for other brands):

Cost of the Installation Services

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

Preferred Service Provider Fee: \$
(Training Room Network Installation, as applicable)
(Includes travel expenses)

Project Management, Contracting and Sales fee ("PMCS Fee") \$

Site Survey (includes travel expenses) \$

Installation Support Fee \$

Implementation on-site services: (inclusive of travel for US and PR - \$
Travel expenses to be billed at actual per guidelines below for others)

Executive Briefing and Change Management \$

Email Setup Fee: \$

Hi Tech Fee: \$

Firewall Equipment and Configuration and/or Converged Network Install \$

Cost of Travel Expenses/Per Diem/Rescheduling

Customer shall pay for or promptly reimburse any out-of-pocket travel expenses actually incurred by HSS or any vendor hereunder (or their designees), including without limitation:

round-trip airfare (due to frequent scheduling changes, HSS is often unable to book airline tickets more than one week in advance of travel);

single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized);

meals;

ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during HSS's representatives' stay at the Hotel);

tips;

taxes; and

miscellaneous expenses (including phone, internet, laundry, etc.).

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

TOTAL PRICE

\$

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

Notes: HSS requires that its representatives be on-site for the Hotel's implementation of the Information System. Once HSS's representatives are on-site, any delays in the Hotel's implementation will result in additional expense to Customer. If HSS's representatives stay at the Hotel beyond the number of person-days to be provided as set forth above, whether on account of a delayed opening caused by Hotel or at Customer's request, Customer will be required to pay HSS (or its designee) currently \$700 per representative per day for each such additional day, plus such representatives' additional travel expenses. If a delay in implementation of the Information System caused solely by the Hotel necessitates the departure and re-scheduling of HSS's representatives, in addition to the fee set forth above, Customer will be required to pay a re-scheduling fee, currently \$2000.00, plus such representatives' additional travel expenses. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of HSS's representatives.

If Customer attaches or uses third party equipment and/or interfaces with the Authorized Equipment listed on Schedule D which have not been certified or approved by HSS as meeting HSS's specifications or installs other third party non-HSS proprietary software which has not been certified or approved by HSS as meeting HSS's specifications on the equipment, the Information System may need to be reconfigured, and the entire cost of the reconfiguration shall be borne by Customer.

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

Notes: All fees indicated are exclusive of applicable taxes (see Agreement section entitled "Taxes"). Unless otherwise specified by HSS in writing, Customer shall make all payments in United States dollars to HSS or any other party designated by HSS in its sole discretion.

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

Customer shall purchase and replace, from any source, paper, ribbons and such other operating supplies as shall be required for the operation of the Authorized Equipment.

SCHEDULE C

SOFTWARE MAINTENANCE / COST AND PAYMENT TERMS

1. General. HSS shall provide Customer with maintenance and support for a term of one (1) year (with annual renewals at the option of HSS) commencing upon execution hereof, for the Proprietary Software, specifically excluding any maintenance and support of any Certified Third Party Software (as described in the Agreement section designated "Software").
2. Certified Third Party Software Only. Customer understands that the use of any software other than that provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department (collectively "Certified Software"), is not warranted for use on the Authorized Equipment, as set forth in Schedule D. In the event Customer uses or installs any third party software other than Certified Software on the Authorized Equipment or uses equipment that is not Authorized Equipment, HSS shall have no further obligations to provide any software maintenance services to Customer hereunder.
3. Software Maintenance.
 - (a) Customer acknowledges and understands that HSS is unable to modify the Certified Third Party Software. With respect to the Certified Third Party Software, HSS does not provide support. In the event Customer notifies HSS of any condition which Customer believes constitutes a breach of any warranty provided by a third party vendor or a defect in Certified Third Party Software, HSS shall, upon Customer's request, provide reasonable cooperation and assistance in notifying such third party vendor of such condition and in urging such third party vendor to correct such condition.
 - (b) With respect to the Proprietary Software, provided Customer has paid all software maintenance and other fees and satisfied all other obligations under this Agreement and under the License Agreement with HWI or its affiliate or subsidiary, HSS shall supply Customer with access to any standard enhancements, improvements, updates, and/or modifications to the Proprietary Software generally made available by HSS as options or new releases to its Customers which are not charged for separately by HSS as options or new releases. Such enhancements, improvements, updates, additions, and/or modifications which are supplied by HSS to Customer, and all Intellectual Property Rights therein, shall be HSS's sole and exclusive property and shall be deemed part of the Proprietary Software hereunder and shall be subject to all of the terms and conditions of the Agreement. Customer acknowledges and agrees that Customer may be required to purchase some enhancements, improvements, updates, and/or modifications to the Proprietary Software which Customer will be charged for separately by HSS, as well as additional hardware and/or software in order to utilize certain major upgrades or enhancements.
4. Cooperation. Customer shall provide HSS with all information, data and other required materials necessary for HSS to reproduce any problem identified by Customer. Customer shall maintain for the term of this Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate HSS's ability to perform its maintenance services remotely.
5. Expenses. If service personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing the maintenance services hereunder, Customer shall pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses. Customer shall also pay for all telephone toll charges incurred in providing maintenance and support hereunder.
6. Exclusions. HSS's obligations hereunder shall not apply to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software or Certified Third Party Software by Customer or any third person or entity other than HSS; (ii) any software program, hardware, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) forces or supplies external to the Authorized Equipment, including, without limitation, the reasons set forth in the Force Majeure section of the

HITS Agreement; and/or (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects shall be fixed, in HSS's sole discretion, at HSS's then current time and material charges. HSS shall be under no obligation, however, to fix any such Customer or externally caused errors, defects or problems.

7. Proprietary Rights. Any changes, improvements, additions, and/or modifications to any of the Proprietary Software which are licensed by HSS to Customer, and all proprietary rights therein, including without limitation, all Intellectual Property Rights, shall be HSS's sole and exclusive property, and all such software shall be subject to the terms and conditions of the Agreement.

8. Hotline. HSS will provide, in accordance with its customary business practices and procedures, telephone customer service support as reflected in this Schedule, for the purposes of receiving reports from Customer regarding software malfunctions subject to maintenance hereunder. HSS may attempt, to the extent practical, to resolve any reported problems by telephone or by accessing Customer's equipment remotely.

9. On-Site Services. In the event HSS is unable to resolve any reported problem by telephone or modem, HSS will dispatch service personnel to Customer's Site for the purpose of providing maintenance services hereunder at HSS's standard rates and charges.

10. Customer Responsibilities. Customer shall maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation. HSS shall have no liability for any damages resulting from Customer's failure to maintain such duplicate or back-up copies nor for any costs or expenses of reconstructing any such data or information that may be destroyed, impaired or lost. HSS has no obligation to maintain or repair any software other than the Proprietary Software, nor to repair or replace any expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes.

11. Cost and Payment Terms. Annual Cost of Software Maintenance \$. Payments will be calculated from the Start Date ("Start Date"), which shall be the shipment date of the Authorized Equipment listed on Schedule D to Customer's Hotel. Payable in monthly installments of \$. The monthly payment amount will be due in advance and will be billed by HSS or its designee. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Software Maintenance cost on an annual basis to reflect increases or decreases in such cost internally and from the Preferred Retailers of such services and to reflect the addition or construction of additional guest rooms (or suites) by Customer for Customer's Hotel.

SCHEDULE D

AUTHORIZED EQUIPMENT DESCRIPTION / PURCHASE TERMS AND CONDITIONS

The term "Authorized Equipment" includes (i) the equipment needed by Customer at Customer's hotel, as determined solely by HSS, for the Customer's use of the Proprietary Software (the "Network Authorized Equipment") (ii) and any additional equipment authorized by HSS for use at Customer's hotel, over and above the Network Authorized Equipment (the "Standard Plus Equipment"). All Authorized Equipment is listed on this Schedule D.

Authorized Equipment Purchase

Except as provided otherwise in this Schedule D, Customer may purchase the Authorized Equipment listed on this Schedule D from the Preferred Retailer who may provide a joinder agreement with Customer or from another retailer; however, if such Authorized Equipment is obtained from another retailer, it must conform to HSS's specifications. Furthermore, if Customer elects to purchase such Authorized Equipment from a third party other than the Preferred Retailer, the file server and work stations must be shipped to HSS or its designee for certification that these components comply with HSS's specifications and testing procedures. The additional cost for such certification will be shown on Schedule B. Customer shall also be responsible for the shipping and shipping related costs to and from HSS or its designee for such certifications, including without limitation those shown on Schedule B.

Authorized Equipment As Personal Property/Insurance Requirements

In addition to any other specific purchase terms required by the Preferred Retailer, the following purchase terms and conditions shall apply to any Authorized Equipment obtained from a Preferred Retailer or HSS. The Authorized Equipment will be at all times, personal property which shall not, by reason of connection to the Hotel, become a fixture or appurtenance to the Hotel, and until such time as Customer or its designated third party pays to the Preferred Retailer the total sum for the Authorized Equipment as required hereunder, the Authorized Equipment shall remain the property of the Preferred Retailer, and title shall remain with the Preferred Retailer, free from any claims of Customer or the holder of any lien or encumbrance on the Hotel and/or any other property of Customer. Customer shall maintain fire, extended coverage, vandalism, and malicious mischief insurance on the Authorized Equipment in an amount not less than the purchase price of the Authorized Equipment. Said insurance shall name HSS as an additional insured. For so long as this obligation remains in effect, Customer shall furnish to HSS a certificate of the insurance carrier describing the terms and coverage of the insurance in force, the persons insured, and the fact that the coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days advance written notice to HSS. Upon payment in full, title to the Authorized Equipment will vest in the Customer and will be free and clear of the above requirements relating to insurance and of all of the Preferred Retailer's liens, claims and encumbrances and the Authorized Equipment will become the sole property of Customer. Customer assumes the expense of delivery and in-transit insurance for the Authorized Equipment.

AUTHORIZED EQUIPMENT

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT:

STANDARD PLUS (HOTEL FUNDED) EQUIPMENT:

PURCHASE TERMS AND CONDITIONS

For Purchase Terms and Conditions, see Schedule I, Preferred Retailer Joinder Agreement, and any attachments to Schedule I, all of which are incorporated herein by reference.

SCHEDULE E

AUTHORIZED EQUIPMENT MAINTENANCE / COST AND PAYMENT TERMS

1. Maintenance for the Authorized Equipment. Customer must take all steps necessary to provide all necessary maintenance services for the Authorized Equipment listed on Schedule D so that it will receive such maintenance services for all such Authorized Equipment throughout the term of this Agreement. Customer may elect to use the maintenance company (the Preferred Services Provider or the PSP) with whom HSS has arranged to provide maintenance services ("Equipment Maintenance") for the Authorized Equipment listed on Schedule D provided that such Authorized Equipment, if not purchased from the Preferred Retailer, is first certified as being suitable for Equipment Maintenance, at the expense of Customer, by either HSS (or its designee) or the PSP. For such services, the Customer shall pay as set forth in this Schedule E (the "Maintenance Fees") and according to the terms of any invoice(s) submitted to Customer therefor, including any provision for late charges. If Customer elects to use the PSP and Equipment Maintenance is necessary, Customer will notify HSS, which in turn will notify the PSP to dispatch a PSP representative. Notwithstanding the foregoing, Customer may elect, subject to HSS's approval in advance in writing, to not provide maintenance services through this Agreement for certain pieces of such Authorized Equipment allowed to be used in conjunction with the Information System ("Non-maintained Equipment"). Neither HSS nor the Preferred Services Provider shall be responsible for any maintenance or support of Non-maintained Equipment.

The following Authorized Equipment shall be designated Non-maintained Equipment:

2. Maintenance Fees. The Maintenance Fees are subject to increase or decrease by HSS, in its sole discretion, on January 1 of each year during the term of this Agreement or any extension thereof; however, HSS shall not charge Customer any Maintenance Fees that are greater than the Maintenance Fees charged to any similarly situated Customer (based upon factors determined by HSS in its sole judgment) utilizing equipment substantially similar to the Authorized Equipment and pursuant to an agreement which has terms and conditions substantially similar to this Agreement. No maintenance fees shall be charged to Customer for any Non-maintained Equipment as described in Section 1 above.

3. Refresh of Authorized Equipment. Under HSS's Refreshment Program (the "Refreshment Program"), Customer will be responsible for and will pay for all fees and costs for the replacement or refreshment of the Authorized Equipment listed on Schedule D in HSS's sole discretion ("Refresh") on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of such Authorized Equipment and for the provision of maintenance services by the PSP on such refreshed equipment. The terms and conditions of the Authorized Equipment maintenance services for such equipment (included in such initial Refresh and included in any additional Refresh or Refreshes of Customer's Authorized Equipment) shall be the same as the terms and conditions of this Schedule E, including, but not limited to, the imposition of termination fees as described hereinafter. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, any rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

4. Termination. If this Agreement is terminated (or if Customer's use of the PSP is terminated) prior to the third anniversary of the Start Date, which shall be the shipment date of the Authorized Equipment listed on Schedule D to Customer's Hotel, Customer shall pay to HSS a termination fee which is designed to reimburse the PSP and/or HSS in part for any one or more of the following: reconfiguration costs, the unamortized fees and costs in the start up and provision of maintenance services by the PSP under this Agreement. If such termination occurs during the first year following the Start Date, the termination fee shall be in the amount of \$3600.00. If such termination occurs during subsequent years following such Start Date, the termination fee shall be as follows:

During second year -	\$2,600
During third year -	\$1,300
Thereafter -	\$1,200

Provided, however, if this Agreement is terminated, or if the Customer's use of the PSP is terminated after a Customer Refresh of Authorized Equipment listed on Schedule D, the termination fee shall depend upon the period elapsed after the Start Date applicable to shipment of such Authorized Equipment for each successive Customer Refresh as follows:

During first year -	\$3,800
During second year -	\$2,800
During third year -	\$1,400
Thereafter -	\$1,200

5. Use of Certified Software Only. Customer understands that use of any software other than the Proprietary Software and Certified Third Party Software provided by HSS pursuant to this Agreement, unless such additional third party software has been approved in writing by the HSS Information Technology Department, is not warranted for use on the Authorized Equipment. In the event Customer uses or installs any third party software other than Certified Third Party Software or such approved software on the Authorized Equipment, HSS shall have no further obligations to provide any equipment maintenance services to Customer hereunder.

6. Equipment Maintenance will be provided for Customer's Hotel located at _____.

7. Cost and Payment Terms. Annual Cost of Equipment Maintenance for Authorized Equipment listed on Schedule D \$ _____. Payable in monthly installments of \$ _____ per month. Payments will be calculated from the Start Date. The monthly payment amount will be due in advance and will be billed by HSS or its designee. The first invoice will be issued upon the Start Date. Interest at the then current highest rate allowed by applicable state law will be charged for any payments made by Customer after the payment due date (thirty (30) days after billing).

Travel expenses, per diem fees and related costs for any on-site maintenance will be billed separately.

HSS reserves the right to increase or decrease the Equipment Maintenance cost on an annual basis as provided in Section 2 above. When certain Authorized Equipment or parts for certain Authorized Equipment are no longer being manufactured or reasonably obtainable, HSS or the PSP shall notify Customer of such circumstance and maintenance on such Authorized Equipment will no longer be available. After such notice, Customer will no longer be charged for maintenance on such Authorized Equipment.

8. Customer Responsibilities as to Equipment Maintenance. Customer shall maintain on its staff at all times sufficient personnel that have been trained in and are knowledgeable about the use of the Information System in a professional, efficient and competent manner. Customer is responsible for maintaining duplicate or back-up copies of its software, data files and documentation and Certified Third Party Software. Neither HSS nor PSP shall have any liability for any damages resulting from Customer's failure to maintain such copies nor for any costs or expenses of reconstructing any data or information that may be destroyed, impaired or lost. Neither HSS nor PSP has any obligation to maintain or repair any equipment other than the Authorized Equipment listed on Schedule D, nor to repair or replace any cables, cords, expendable or consumable components such as ribbons, paper, toner cartridges, print wheels, drums, batteries, or diskettes, whether or not defined as Authorized Equipment. Customer shall not move or perform maintenance services on any of such Authorized Equipment without HSS's or PSP's prior written consent.

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

In some instances, Equipment Maintenance will be provided using a depot program, where Customer ships failed Authorized Equipment listed on Schedule D to the depot when Customer receives replacement of such Authorized Equipment. If Customer does not ship such failed equipment, Customer will be responsible for any unreturned equipment charges billed by HSS, the PSP or the depot program provider.

10. Expenses. If Equipment Maintenance personnel incur travel, lodging, meal, or any other out of pocket expenses in furnishing the services hereunder, Customer shall pay for or promptly reimburse HSS for same, subject to reasonable documentation of such expenses. Customer shall also pay for all telephone toll charges incurred in providing maintenance and support hereunder. Typical travel expenses include, without limitation, the following:

round-trip airfare (due to frequent scheduling changes HSS may not be able to purchase airfare more than one week in advance of travel);

single room accommodations (if the Hotel cannot provide accommodations, comparable accommodations will be utilized);

meals;

ground transportation (all ground transportation required to get to and from the Hotel as well as transportation used during PSP's representatives' stay at the Hotel);

tips;

taxes; and

miscellaneous expenses (including phone, laundry, etc.).

11. Exclusions. The obligation of HSS or the PSP to provide Equipment Maintenance hereunder shall not apply to any Non-maintained Equipment nor to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to any Proprietary Software or Certified Third Party Software by Customer or any third person or entity other than HSS or its designee; (ii) any software program, hardware, cables, cords, firmware, peripheral or communication device used in connection with the Information System which was not approved in advance in writing by HSS; (iii) the failure of Customer to follow the most current instructions promulgated by HSS or any third party vendor from time to time with respect to the proper access to or any use of the Information System; (iv) the failure of Customer to schedule regular preventive maintenance in accordance with standard HSS procedures; (v) any such Authorized Equipment that is non-repairable, taken out of service or for which any such Authorized Equipment or parts for same are no longer manufactured or reasonably available (vi) forces or supplies external to such Authorized Equipment, including, without limitation, the reasons set forth in the Force Majeure section of the HITS Agreement; (vi) the negligence of Customer or any other third person or entity. Any corrections performed by HSS for any such errors, difficulties, or defects shall be fixed, in HSS's or PSP's discretion, at the then applicable current time and material charges. Neither HSS nor the PSP shall be under any obligation, however, to fix any such Customer or externally caused errors, defects or problems.

Microsoft Enterprise Agreement Number:	8416402
Microsoft Select Enrollment Number:	62932896

SCHEDULE F

PARTICIPATION AGREEMENT

This Participation Agreement ("Participation Agreement") is entered into by the party signing below ("you") for the benefit of the Microsoft affiliate ("Microsoft") and HSS ("HSS" defined as the customer in the agreements with Microsoft) and shall be enforceable against you (as the "Customer Affiliate" of HSS) by Microsoft or HSS in accordance with its terms. You acknowledge that Microsoft and HSS have entered into the Microsoft Enterprise Agreement and/or Microsoft Select Enrollment Agreement referenced above (the "agreements"), under which you desire to sublicense certain Microsoft products. As used in this Participation Agreement, the term to "run" a product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run a copy of any version of any product sublicensed under the agreement is governed by the applicable product use rights for the product and version licensed as of the date you first run that copy. Such product use rights will be made available to you by HSS or Microsoft, or by publication at a designated site on the World Wide Web, or by some other means. Microsoft does not transfer any ownership rights in any licensed product and it reserves all rights not expressly granted.

I. Acknowledgment and Agreement. You hereby acknowledge that you have obtained a copy of the product use rights located at <http://microsoft.com/licensing/resources/> applicable to the products acquired under the above-referenced agreements; 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:

- Separate the components of a product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- Rent, lease, lend or host products, except where Microsoft agrees by separate agreement;
- Reverse engineer, de-compile or disassemble products or fixes, except to the extent expressly permitted by applicable law despite this limitation;

Products, fixes and service deliverables licensed under this agreement (including any license or services agreement incorporating these terms) are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-user, and end-use for additional information, see <http://www.microsoft.com/exporting/>.

b. Limited product warranty. Microsoft warrants that each version of a commercial product will perform substantially in accordance with its user documentation. This warranty is valid for a period of one year from the date you first run a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same extent and the same one year period. This warranty does not apply to components of products which you are permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify Microsoft within the warranty period that a product does not meet this warranty, then Microsoft will, at its option, either (1) return the price paid for the product or (2) repair or replace the product. To the maximum extent permitted by law, this is your exclusive remedy for any failure of any commercial product to function as described in this paragraph.

- c. **Free and beta products.** To the maximum extent permitted by law, free and beta products, if any, are provided “as-is,” without any warranties. You acknowledge that the provisions of this paragraph with regard to pre-release and beta products are reasonable having regard to, among other things, the fact that they are provided prior to commercial release so as to give you the opportunity (earlier than you would otherwise have) to assess their suitability for your business, and without full and complete testing by Microsoft.
- d. **NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS. MICROSOFT WILL NOT BE LIABLE FOR ANY PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY MICROSOFT UNLESS SUCH THIRD PARTY PRODUCTS ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND MICROSOFT, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.
- e. **Limitation of liability.** There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft’s liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid for the product giving rise to the claim. In the case of 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.
- f. **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.
- 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 run. Microsoft has the right to verify compliance with these terms and any applicable product use rights, at its expense, during the term of the enrollment and for a period of one year thereafter. To do so, Microsoft will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 15 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the products you use. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If Microsoft undertakes such verification and does not find material unlicensed use of products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the product use rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to

enforce these terms or the product use rights, or to protect its intellectual property by any other means permitted by law.

- 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.

Dated as of the _____ day of _____, _____

CUSTOMER AFFILIATE:

[LEGAL ENTITY NAME]

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE G

CERTIFIED THIRD PARTY SOFTWARE / ADDITIONAL TERMS AND CONDITIONS

Attached to this Schedule, when applicable, are License or Sublicense Agreements from providers of certain Certified Third Party Software. The terms and conditions of those agreements are incorporated herein by reference. Some of these agreements are required to be signed by Customer.

Separate License or Sublicense Agreements for Certified Third Party Software (attached)*:

* Those to be signed by Customer are marked ("Please Sign").

SCHEDULE H

SUBSEQUENT PURCHASE, LEASE, USE, LICENSE OR SUBLICENSE OF
EQUIPMENT, SOFTWARE AND/OR SERVICE

Date:

INNCODE:

Name of Customer:

Address of Customer:

Dear:

This Letter Agreement ("Letter Agreement") confirms your request to purchase, lease or use of, or license or sublicense of additional equipment, software and/or services in order to add options, features and/or systems ("Additions") to the Information System, and shall constitute an amendment to the existing Hilton Information Technology System Agreement previously entered into between ("Customer") and Hilton Systems Solutions, LLC ("HSS") dated (the "Agreement").

It is agreed that you will pay for the Additions and that you will be billed by the applicable vendor for the Additions as listed below. The effective date of billing on the new items shall be the date the new equipment is shipped, the date upon which you obtain use of the software, and/or the date upon which you request additional services, whichever is earliest.

Total:
Total Maintenance:

The prices shown above exclude taxes, insurance and shipping.

Upon HSS's receipt of a copy of this Letter Agreement signed by a duly authorized representative of Customer, the Agreement shall be deemed to have been automatically amended to incorporate the items of this Letter Agreement. Customer agrees that Customer's delivery to HSS by facsimile transmission of this Letter Agreement shall be deemed to be as effective for all purposes as hand delivery of the manually executed Letter Agreement and that the terms of this Letter Agreement shall be binding upon Customer without the necessity of any further action by HSS. This Letter Agreement shall be effective as of the date inserted by Customer below.

NEITHER THE AUTHORIZED EQUIPMENT NOR THE PROPRIETARY SOFTWARE OR CERTIFIED THIRD PARTY SOFTWARE WILL BE SHIPPED, NOR WILL CUSTOMER HAVE USE OF THE PROPRIETARY SOFTWARE MODULE OR ANY EQUIPMENT LISTED IN THIS LETTER AGREEMENT UNTIL HSS RECEIVES A COPY OF THIS LETTER AGREEMENT SIGNED BY CUSTOMER.

To indicate Customer's acceptance of this Letter Agreement, please have it signed by an authorized representative of Customer and return it to me. Upon HSS's receipt of the executed Letter Agreement, you will be advised of the shipment and installation dates.

If you have any questions, please contact me at

Sincerely,

By:

Hilton Systems Solutions, LLC

Accepted and Agreed:

Customer Name:: [LEGAL ENTITY NAME]

By: _____
Authorized Signature

By: _____
Signature

Print Name: Randy Kanaya

Print Name and Title: _____

Effective Date: _____

SCHEDULE I

JOINDER TO PREFERRED RETAILER

The undersigned HSS Customer is acting as an HSS Affiliate ("HSS Affiliate") to acquire products under the terms of the HSS OnQ® Technology Deployment Program Statement of Work, including the Master Products and Services Agreement (the "Agreement") between HWI and International Business Machines Corporation ("Preferred Retailer"). As such HSS Affiliate, the undersigned joins in the Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the terms of the Agreement to the extent of the rights, duties and responsibilities of an HSS Affiliate provided therein.

IN WITNESS WHEREOF, the HSS Affiliate, acting through its duly authorized officer or representative, has executed his Joinder, this _____ day of _____, _____.

HSS AFFILIATE:

[LEGAL ENTITY NAME]

By: _____

Its: _____

Address for Notices to HSS Affiliate under the Agreement

ATTACHMENT I (1)

PREFERRED RETAILER'S ADDITIONAL TERMS AND CONDITIONS

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SCHEDULE J

JOINDER TO PREFERRED LESSOR

The terms of the Agreement to the extent of the rights, duties and responsibilities of the HSS Affiliate as provided undersigned HSS Customer is acting as an HSS Affiliate ("HSS Affiliate") to lease products under the terms of the HSS OnQ® Technology Deployment Program Statement of Work, including the Master Products and Services Agreement (the "Agreement") between HWI and International Business Machines Corporation (the "Preferred Lessor"). As such HSS Affiliate, the undersigned joins in the Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the therein.

IN WITNESS WHEREOF, the HSS Affiliate, acting through its duly authorized officer or representative, has executed his Joinder, this _____ day of _____, _____.

HSS AFFILIATE:

[LEGAL ENTITY NAME]

By: _____

Its: _____

Address for Notices to HSS Affiliate under the Agreement:

SCHEDULE K

JOINDER TO PREFERRED SERVICES PROVIDER

The undersigned HSS Customer is acting as an HSS Affiliate ("HSS Affiliate") to acquire services under the terms of the HSS OnQ® Technology Deployment Program Statement of Work, including the Master Products and Services Agreement (the "Agreement") between HWI and International Business Machines Corporation (the "Preferred Services Provider"). As such HSS Affiliate, the undersigned joins in the Agreement for the limited purpose of acknowledging and agreeing to be bound by and receive the benefits of the terms of the Agreement to the extent of the rights, duties and responsibilities of the HSS Affiliate as provided therein.

IN WITNESS WHEREOF, the HSS Affiliate, acting through its duly authorized officer or representative, has executed his Joinder, this _____ day of _____, _____ .

HSS AFFILIATE:

[LEGAL ENTITY NAME]

By: _____

Its: _____

Address for Notices to HSS Affiliate under the Agreement:

SCHEDULE L

TOTAL SOLUTION PROGRAM AGREEMENT

This Total Solution Program Agreement (this "TSP Agreement") is entered into as of the _____ day of _____, _____ between Hilton Systems Solutions, LLC a Delaware limited liability company ("HSS") and _____ (the "Customer") for Customer's Hotel (the "Hotel") known as _____ () and located at _____.

In connection with the new Hilton Information Technology Systems Agreement (the "HITS Agreement") entered into between HSS and Customer (and if applicable, in anticipation of the Hotel's conversion and rebranding as a HWI Brand division hotel), HSS is willing to make certain benefits available to Customer for the above Hotel under HSS's Total Solution Program ("TSP") on the terms, conditions and limitations hereinafter set forth.

For good, valuable and sufficient consideration, Customer hereby enters into this TSP Agreement, and HSS and Customer agree as follows:

1. Customer's Benefits.

(a) Equipment License. HSS shall provide for use by Customer at Customer's Hotel that portion of the Authorized Equipment (as described in Schedule D of the HITS Agreement) needed, as determined solely by HSS, for the network operation of the Proprietary Software, such equipment more specifically described on Attachment (1) attached to and forming part of this TSP Agreement being hereinafter called the "Network Authorized Equipment," together with shipping and transportation costs on such equipment. HSS hereby licenses to Customer the use of such Network Authorized Equipment (the "Equipment License"), subject to the terms, conditions and limitations set forth in this TSP Agreement. The Equipment License and any installation fees (for which HSS is responsible under 1(b)) are provided in consideration of Customer's performance of the HITS Agreement and the other obligations of the Customer pursuant to this TSP Agreement, without additional fees except as may be provided herein.

(b) Equipment Installation. Customer will be responsible for the fees and costs for installation services relative to Network Authorized Equipment as well as any Standard Plus Equipment (as described in Schedule D of the HITS Agreement). Under the terms and conditions of the Total Solution Program's Refreshment Program (the "Refreshment Program") of Network Authorized Equipment, HSS anticipates that Network Authorized Equipment will be replaced or refreshed in HSS's sole discretion (the "Refresh"), on an approximate three (3) year cycle, starting approximately three (3) years after the initial shipment of Network Authorized Equipment. HSS will be responsible for the fees and costs for installation services of Network Authorized Equipment on the date that such equipment is refreshed under the Refreshment Program. Customer's Refresh will be timed to occur prior to the end of the three (3) year cycle. If Customer fails to meet HSS's timeline for such Refresh, including order dates for equipment and software, Customer will be responsible for all fees and costs incident to such delay, including, but not limited to, rent extension costs on Network Authorized Equipment and higher fees and costs for equipment maintenance and software maintenance.

2. Customer's Obligations. Customer shall:

(a) Perform all of its obligations under the HITS Agreement, including, but not limited to, the maintenance of the Network Authorized Equipment using the designated Preferred Services Provider for HSS's TSP.

(b) Obtain and keep current insurance on the Network Authorized Equipment against all risks for the approximate value of the Network Authorized Equipment.

(c) Pay any and all state or local sales, use, gross receipts, excise or similar taxes incident to the payments under this TSP Agreement. Customer agrees to pay all personal property taxes associated with software licensed and equipment provided under the TSP Agreement.

(d) Prevent any liens from attaching to the Network Authorized Equipment.

(e) Pay for any and all transportation and disposal costs of any Network Authorized Equipment currently being used by Customer's Hotel on its Network at the time of installation by HSS or HSS's designee of the Network Authorized Equipment under the Refreshment program. HSS or HSS's designee, at HSS's expense, will provide for de-installation of any such Network Authorized Equipment then being used by Customer's Hotel at the time of the installation of Network Authorized Equipment under the Refreshment Program, but it is Customer's responsibility to handle the return to Customer's lessor of all such de-installed equipment in accordance with Customer's current lease terms. Customer shall be solely responsible for any missing, bad or damaged equipment.

(f) Preserve and protect the Network Authorized Equipment from loss, damage or theft.

(g) Not use any unauthorized backup unit tape cartridge in connection with the Information System.

(h) Make no unapproved repairs nor perform any unauthorized service to the Network Authorized Equipment.

(i) Not allow any other equipment or software to be added to the Information System without prior specific written permission of HSS.

3. Customer's Conditions. All benefits provided Customer herein and all obligations of HSS under this TSP Agreement are expressly subject to and conditioned upon the following:

(a) Customer is not, and continues not to be, in default of any agreement with HSS, HWI, or any of their affiliates and subsidiaries, or any Brand division, including but not limited to this TSP Agreement, the HITS Agreement and Customer's License Agreement with HWI or its affiliate or subsidiary.

(b) Customer continues to make all other payments to HSS's Preferred Lessors, Preferred Retailers or Preferred Services Providers under any applicable agreements and does not become in default under such agreements.

(c) Customer's Hotel remains (after conversion and rebranding if applicable) one of the following HWI Brand divisions: Hampton Inn, Hampton Inn & Suites, Embassy Suites and Homewood Suites by Hilton.

(d) Customer executes the HITS Agreement contemporaneously with this TSP Agreement.

(e) Customer's participation and continued cooperation with HSS in HSS's Total Solution Program, including, but not limited to, the refreshment of Network Authorized Equipment.

(f) Customer allows the removal and future replacement or refreshment of Network Authorized Equipment at such time and in such manner as may be determined by HSS in its sole discretion.

(g) If applicable, Customer must complete the Hotel's conversion and rebranding as a HWI Brand division hotel.

4. Termination. HSS may terminate the above Equipment License on the Network Authorized Equipment and all other obligations of HSS under this TSP Agreement at HSS's option: (a) Immediately without notice in event of breach of Customer's obligations or conditions set forth in Sections 2 and 3 above, or (b) at any time, with or without cause, upon not less than ninety (90) days advance written notice to Customer. Any default by Customer under this TSP Agreement shall constitute a default by Customer under the HITS Agreement, and, in such event, HSS may exercise any of its rights provided under Section 5 of the HITS Agreement. Any default by Customer under the HITS Agreement shall constitute a default and breach of condition by Customer under this TSP Agreement. Termination of the HITS Agreement will result in termination of this TSP Agreement. HSS may terminate this TSP Agreement without terminating the HITS Agreement, whereupon the HITS Agreement shall be construed and enforced as if this TSP Agreement had never been entered into (subject to accrued rights and obligations).

Upon termination of this TSP Agreement, Customer will be required to assume any remaining lease payments of HSS as to the Network Authorized Equipment that is provided Customer pursuant to this TSP Agreement or to purchase such equipment from HSS's lessor. The costs (which will vary depending upon the equipment involved and the timing of the termination) and the various options available will be sent to Customer at the time of the notification of the upcoming termination. Upon termination of this TSP Agreement, HSS shall pass on to Customer, and Customer shall be responsible for, all subsequent fees and costs of Equipment Maintenance and Software Maintenance. If a termination occurs before the expiration of three (3) years since HSS incurred installation and/or service fees and costs in performing a refreshment of Network Authorized Equipment ("Refresh Costs"), then Customer shall also reimburse HSS for the unamortized value (on a monthly basis over a thirty-six (36) month period) of such Refresh costs.

If this TSP Agreement is terminated (or if Customer's use of the Preferred Services Provider is terminated), Customer shall pay to HSS a termination fee which is designed to reimburse the Preferred Services Provider and/or HSS in part for unamortized costs in the start up and provision of maintenance services by the Preferred Services Provider under the HITS Agreement. If such termination occurs during the first year following the shipment date of the Network Authorized Equipment to Customer's Hotel ("Start Date"), the termination fee shall be in the amount of \$3,600.00. If such termination occurs during subsequent years following such Start Date, the termination fee shall be as follows:

During second year -	\$2,600
During third year -	\$1,300
Thereafter -	\$1,200

Provided, however, if this TSP Agreement is terminated, or if the Customer's use of the Preferred Services Provider is terminated after a Customer Refresh of Network Authorized Equipment, the termination fee shall depend upon the period elapsed after the Start Date applicable to shipment of the Network Authorized Equipment for each successive Customer Refresh as follows:

During first year -	\$3,800
During second year -	\$2,800
During third year -	\$1,400
Thereafter -	\$1,200

5. Property of HSS. The Network Authorized Equipment shall be and remain the property of HSS, subject only to the conditional Equipment License granted to Customer in this TSP Agreement.

6. Additional Equipment/Software. Any and all additional Authorized Equipment ("Standard Plus Equipment") may be purchased by Customer from a Preferred Retailer or leased from a Preferred Lessor under the Standard Plus Leasing Program Lease (the "Standard Plus Lease"). Any and all additional Certified Third Party Software authorized by HSS but not included in the Brand standard applicable to Customer ("Standard Plus Software") may be licensed or sublicensed from HSS or a Preferred Services Provider.

7. Defined Terms. All capitalized terms used in this TSP Agreement which are not specially defined in this TSP Agreement shall have the meaning ascribed to such terms in the HITS Agreement.

8. Other Important Provisions. The parties mutually acknowledge and agree that the Network Authorized Equipment is part of the Authorized Equipment referred to in the HITS Agreement, that this TSP Agreement is a schedule to the HITS Agreement and that this TSP Agreement and its performance by the parties are a part of the transactions contemplated by the HITS Agreement. Upon HSS's Refresh of Network Authorized Equipment, the terms and conditions applicable to any equipment, software or services provided for or pursuant to the Refresh shall be the same as the terms and conditions of this TSP Agreement; and, except for such termination fees (if any, as specified above), all terms and provisions hereof (including those incorporated by reference below) shall apply as if this TSP

Agreement was executed on the Start Date for each such Refresh. In the event of conflict between the provisions of this TSP Agreement and the provisions of the HITS Agreement, the provisions of this TSP Agreement shall prevail. Except as modified herein, all provisions of the HITS Agreement applicable to the Authorized Equipment, Proprietary Software or Certified Third Party Software shall be applicable to the Network Authorized Equipment, and services described herein or provided hereunder, including, but not limited to, Sections 8 (Software), 9 (No Warranties/Limited Warranties), 10 (Proprietary Rights Notices), 11 (Infringement Claims) and 15 (Third Party Claims) and (except as herein modified) the Schedules pertaining to the Authorized Equipment, the Software and the Services. Where HSS is providing equipment instead of such items being provided by a Preferred Retailer, Preferred Lessor, Preferred Services Provider, or other third party vendor, HSS shall be entitled to all of the protections and the limitations of warranties, liabilities and damages as if HSS were such Preferred Retailer, Preferred Lessor, Preferred Services Provider or other third party vendor. The following additional Sections of the HITS Agreement are hereby made applicable to this TSP Agreement and incorporated herein by reference, as fully as if repeated herein verbatim: Sections 13 (Limitations of Liability and Exclusions of Damages); 14 (Limitations on Actions); 16 (Estoppel and Release); 17 (Entire Agreement/Prior Agreements); 18 (Cumulative Remedies); 19 (Force Majeure); 20 (Severability); 21 (No Joint Venture); 22 (Assignment); 23 (Counterparts); 24 (Applicable Law, Consent to Jurisdiction and Equitable Relief); 25 (Attorneys' Fees); 26 (No Reproduction); 27 (Confidentiality); and 28 (Surviving Obligations). Except as the context may otherwise require, all references in these incorporated provisions to "this Agreement" shall, for purposes of this TSP Agreement, be construed to include this TSP Agreement, and where applicable, such provisions are hereby reasserted, re-applied and re-acknowledged as of the effective date hereof.

9. Notices. The provisions of Section 4 of the HITS Agreement shall apply to all notices, requests, demands and other communications under this TSP Agreement.

10. Counterparts. This TSP Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

Effective Date: The effective date ("Effective Date") shall be the date signed by HSS.

CUSTOMER: [LEGAL ENTITY NAME]

HILTON SYSTEMS SOLUTIONS, LLC

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name: _____

Print Name: Randy Kanaya

Title: _____

Title: Director – OnQ® Deployment Planning

Date: _____

Date: _____

ATTACHMENT L (1)

NETWORK AUTHORIZED (PROGRAM FUNDED) EQUIPMENT

SCHEDULE M

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SCHEDULE N

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SCHEDULE O

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SCHEDULE P

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SCHEDULE Q

[INTENTIONALLY LEFT BLANK]

SCHEDULE R

[INTENTIONALLY LEFT BLANK]

SCHEDULE S

[INTENTIONALLY LEFT BLANK]

SCHEDULE T

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SCHEDULE U

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SCHEDULE V

[INTENTIONALLY LEFT BLANK]

SCHEDULE W

[INTENTIONALLY LEFT BLANK]

AT&T HIGH SPEED INTERNET ACCESS AGREEMENT

This AT&T High Speed Internet Access Agreement (this "**HSIA Agreement**") is entered into as of the _____ day of _____, 201____, between AT&T Wi-Fi Services (an Affiliate of AT&T Corp. on behalf of itself and AT&T) ("**AT&T**") and _____, (the "**Customer**") for Customer's hotel (the "**Hotel Property**") known as (_____) and located at _____, _____, _____. If Customer is subject to a HSIA Schedule and Joinder, the terms and conditions of this HSIA Agreement shall become effective on the first day of the first full calendar month after this HSIA Agreement is either (a) received by AT&T after it has been electronically executed by Customer or (b) signed by Customer and returned to AT&T ("Executed"). If Customer is not a party to a HSIA Schedule and Joinder, the terms and conditions of this HSIA Agreement shall become effective on the date that this HSIA Agreement is Executed.

Reference is hereby made to that certain Custom Service Order Attachment (including its Exhibits) for High Speed Internet Access Related Service(s) (the "Stay Connected Attachment") made between Hilton Worldwide, Inc. ("Hilton") and AT&T Corp. which governs the provision, purchase and use of certain services, equipment and other products for the provision of high speed internet access at the Hilton family of hotels, all as further described therein, and in the Statement of Work ("SOW") attached thereto. For further clarification, the Stay Connected Attachment consists of the Terms and Conditions (including the cover page thereto and all appendices to such Stay Connected Attachment), and the SOW (including Exhibits referenced therein), which together constitute an Attachment to the Master Agreement between Hilton and AT&T Corp. (collectively, the "Master Agreement").

**** If Customer would like any Stay Connected Program related documents relevant to this HSIA Agreement, please contact the Hilton brand representative. ****

The "HSIA Solution" means the local area network infrastructure at a Hotel Property used to provide high speed Internet access to End Users, pursuant to the Stay Connected Attachment, through a proprietary AT&T network management device ("NMD"), and employing Wi-Fi compliant access points ("APs"), other HSIA Equipment and wired Ethernet internet access LAN equipment. The HSIA Solution shall meet Hilton's Stay Connected Program-related Brand Standards (the "Stay Connected Program Standards").

The HSIA Solution provided under this HSIA Agreement excludes the actual Internet access (i.e., the WAN and local access connections) used to connect the Hotel Property and its guests to the Internet. Customer shall procure the Internet access separately.

For good, valuable and sufficient consideration, Customer and AT&T hereby enter into this HSIA Agreement, and AT&T and Customer agree as follows:

1. Customer's Benefits and Obligations.

(a) Equipment Fees and Charges for New Installations of the HSIA Solution.

If Customer does not have a HSIA Solution installed as of the Effective Date, AT&T will submit a quote (the "Installation Quote") to Customer implementing the required new HSIA Solution design in accordance with the Stay Connected Attachment (the "New HSIA Solution"). Such quote shall include an estimate of the taxes and travel expenses incurred by AT&T to perform the installation work, all of which shall be billed to, and paid by, the Customer in accordance with this HSIA Agreement. Customer will have up to forty-five (45) days to review the Installation Quote (the "Quote Review Period") and notify AT&T of Customer's acceptance or rejection of the initial Installation Quote. If the Installation Quote is unacceptable to Customer, (i) Customer must notify AT&T in writing of Customer's concerns prior to the end of the Quote Review Period and (ii) Customer and AT&T will negotiate in good faith to resolve the matter and finalize the Installation Quote. If Customer does not notify AT&T in writing of its acceptance or rejection of the initial Installation Quote prior to the end of the Quote Review Period, the Installation Quote shall be deemed accepted and approved by Customer as of the last day of the Quote Review Period. If Customer and AT&T are unable to agree on a final Installation Quote within thirty (30) days after Customer notifies AT&T of its rejection of AT&T's initial Installation Quote, either party on written notice to the other party (and Hilton) may terminate this Agreement without termination-related liability

being incurred by either party. Upon any such termination, Customer shall not be relieved of its obligation to pay AT&T for the site survey performed by AT&T to prepare the Installation Quote. Customer also acknowledges that after any termination of this Agreement by AT&T or Customer pursuant to this Section 1(a), AT&T may, as a condition of providing HSIA services to Customer under a subsequent agreement, require Customer to obtain a new site survey.

A Customer-approved Installation Quote shall be referred to as an "Installation Order", which shall become part of this Agreement. Pursuant to the Installation Order, Customer will obtain by its purchase from AT&T for use by the Customer certain Equipment to allow for the installation and operation of the New HSIA Solution in conformance with the Stay Connected Program Standards (the "HSIA Equipment"). The fees and costs for the HSIA Equipment shall be set forth in the Installation Order. In addition, Customer will pay for shipping, taxes and transportation of the HSIA Equipment identified in the Installation Order. All fees and costs due hereunder will be billed to Customer by AT&T and Customer shall be responsible for paying all costs in the Installation Order in accordance with this HSIA Agreement. No additional or supplemental terms or conditions in the Installation Quote or Installation Order shall apply; however, the Installation Quote will include order and service-specific detail that is specific to the conditions at a particular Hotel.

(b) Procurement, Configuration and Installation of HSIA Equipment Fees and Costs for New HSIA Solutions.

The HSIA Equipment will be procured and configured for Customer and installed at the Hotel Property by AT&T or its authorized Affiliate or subcontractor, all in accordance with the Stay Connected Attachment. Customer will be responsible for payment of all fees and costs due hereunder for procurement and installation services relative to the HSIA Equipment as set forth in the Installation Order. Any pre-installation infrastructure work to be performed by Customer or its designee to accommodate the New HSIA Solution, and any core drilling, firewall penetration, wiring chase installations and lift rental required for the New HSIA Solution, are the responsibility of Customer and are not included in the fees and costs in the Installation Order. If Customer contracts with AT&T for such pre-installation infrastructure work, such fees and costs will be billed separately.

As part of the installation of a New HSIA Solution, AT&T shall provide project management services, and Customers shall be required to pay AT&T a project management fee of \$1,800.00 for such project management services.

(c) Software License.

Customer will obtain by its purchase or by its licensing from AT&T for use by the Customer a software license for certain Software needed for the operation of the HSIA Solution, including authentication and landing page software (collectively, the "HSIA Software"). Customer may be required to execute a separate license agreement directly with one or more of such third party software vendors or agree to terms and other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer must comply with all such terms and other requirements or restrictions, and is deemed to accept them upon use of the HSIA Software. The fees and costs for the HSIA Software License(s) are included within the Installation Order as part of the HSIA Equipment purchase price.

(d) Maintenance and Support and Associated Fees and Costs.

AT&T will provide Customer with Equipment maintenance and/or break/fix support (collectively, the "Maintenance Services") for the HSIA Equipment and HSIA Software installed at the Hotel Property and for any other HSIA devices for which AT&T is required under the Stay Connected Attachment to provide maintenance and support (the "Other Internet Equipment"), all such equipment and software collectively herein referred to as "Maintained Systems." AT&T reserves the right to increase the fees and costs for Maintenance Services to reflect the addition or construction of additional Guest Rooms (or suites) or in-scope Meeting Rooms at the Hotel Property. All such fees and costs due hereunder, [together with any travel expenses, per

diem fees and related costs for Extraordinary Maintenance]¹ on Maintained System(s) will be billed to, and paid by, Customer. For Customer requests for in-room maintenance on the Maintained Systems, the Customer will be required to provide an escort to the AT&T representative while servicing Guest Rooms. AT&T will not have any obligation to maintain or repair any equipment or software other than the Maintained Systems, nor to repair or replace any cables, cords, expendable, consumable, lost or stolen components, whether or not defined as Maintained Systems. Customer shall not move or perform maintenance services on any of such Maintained Systems without AT&T's prior written consent. Customer shall maintain for the term of this HSIA Agreement a modem and dial-up telephone line and a facsimile machine or other electronic communication capability mutually acceptable to both parties to facilitate the ability to perform the Maintenance Services remotely.

Support services and software maintenance for the HSIA Solution will also be made available by AT&T and considered part of the Maintenance Services. Maintenance Services provide 7x24x365 HSIA Solution trouble call handling by the AT&T Support Center (the "ASC"), provision of a toll-free 800 number for trouble calls to the ASC from End Users or Hotel Property staff, provision of standard in-room Guest collateral instructions; and provision of a standard landing page with some space available for the Hotel Property and/or Brand customization as directed or approved by Hilton.

Maintenance Services will not be provided for any temporary, periodic or other non-permanent installations in the Hotel Property, and AT&T does not accept responsibility for such temporary, periodic or other non-permanent equipment or software.

HSIA Solution support services are for the support of Customer's Guest Rooms and public areas included within Meeting Rooms (as defined in the Stay Connected Attachment).

The monthly fee for Maintenance Services and other support services generally described above shall be: \$3.50 per Guest Room per month (Price excludes taxes). Support shall be provided by AT&T for the Radware equipment used for circuit load balancing (the "LBO") which may be installed at the Hotel Property (if the option has been ordered from Hilton by the Customer). The monthly support fee for the LBO support is \$____ [to be inserted at the time the contract is completed for the Customer].

(e) Maintenance Exclusions.

The obligation of AT&T to provide Maintenance Services on Maintained Systems hereunder shall not apply to any non-maintained equipment nor to any errors, defects or problems caused in whole or in part by (i) any modifications or enhancements made to the Maintained Systems by Customer or any third person or entity other than AT&T or its designee except pursuant to Section 1(j) or as permitted under Section 2(e); (ii) any software program, hardware, cables, cords, firmware, peripheral or communication device or software which is not within the scope of the Stay Connected Program or permitted by the Stay Connected Program Standards; (iii) the failure of Customer to follow the most current instructions promulgated by AT&T or any third-party vendor from time to time with respect to the proper use of the Maintained Systems; (iv) any such Maintained System that is non-repairable, taken out of service or for which any such Maintained Systems or parts for same are no longer manufactured or reasonably available provided, that Customer has received advance notice that such device would become unavailable at least eleven (11) months in advance; (v) forces or supplies external to such Maintained Systems, including without limitation power surges, lighting strikes, power failures, or air condition or humidity control failures; or (vi) the negligence of Customer or any other third person or entity. Any such corrective work performed by AT&T on site shall be treated as "Extraordinary Maintenance." All invoices for Extraordinary Maintenance shall be submitted to Customer with adequate detail including Hilton property ID, property Brand and Class, and description of the work; travel cost (unit price, rate, total); shipping costs; equipment and total costs; and any other costs or expenses to be billed to, and due from, Customer that are attributable to Extraordinary Maintenance. AT&T will only provide and provision such Extraordinary Maintenance after the associated quote has been agreed upon by Customer (verbal approval by Customer while an AT&T technician is on site shall be sufficient and subsequently confirmed in writing).

¹ Travel expenses/per diems and related costs for equipment maintenance and/or break/fix are only imposed under very limited conditions (generally when the maintenance was required as a result of the negligence or willful actions of Customer/Hotel as set forth in the Stay Connected Attachment).

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(f) Site Survey for New HSIA Solution Installations.

Customer shall determine with AT&T a mutually agreeable date for the site survey required for AT&T to design and prepare an Installation Quote for a New HSIA Solution in accordance with the Stay Connected Program Standards, where a HSIA Solution is not installed at the Hotel Property as of the Effective Date (the "Site Survey"). In preparation for the Site Survey, Customer will provide AT&T with information and documentation relative to the Hotel Property as requested by AT&T, including, but not limited to, hotel drawings, room locations and wiring diagrams. If AT&T performs on-site services during the Site Survey, the Customer is responsible for providing (i) timely access to the Hotel Property and (ii) subject to availability, complimentary Guest Room nights as needed for AT&T Personnel to perform the Site Survey. A Hotel Property representative shall be appointed by Customer to provide escort and access to Guest Rooms for the room inspection portion of the Site Survey. The fees and costs for the Site Survey are shown below.

Site Survey \$ **[To be filled in at contact from Exhibit RC]**

(Price excludes taxes, travel and related expenses, and possible on-site fees and costs.)

(g) Out of Scope Services Fees and Costs.

At the request of a representative of the Customer, AT&T may provide (as agreed upon by AT&T and the Customer) Out of Scope Services applying the applicable T&M Rates. Customer shall be responsible for payment of all fees and costs for such Out of Scope Services (including, as applicable, any travel expenses, per diem fees and related costs for any on-site services) as agreed upon by the parties and set forth in a purchase order. A duly authorized representative of the Customer will execute and submit to AT&T's representative a purchase order to arrange for Out of Scope services with AT&T. "Out of Scope Services" mean additional services and products provided by AT&T that relate to the installation of the New HSIA Solutions, implementation of a HSIA Refresh or approved MACDs where such additional products or services are not otherwise within the Base Scope of Work.

(h) Certain Installation Responsibilities.

In the event Customer confirms the scheduled installation date provided by AT&T for the New HSIA Solution (if applicable), but does not complete the required pre-installation work or upgrades on time at the Hotel Property and installation of the New HSIA Solution is, as a result, delayed and/or needs to be rescheduled, Customer will be responsible for the Site Not Ready Fee. Customer shall, subject to availability, provide AT&T Personnel complimentary Guest Room nights at the Hotel for the installation team for the duration of the on-site installation of the New HSIA Solution. Customer shall provide the services of a Customer representative to provide escort and access to Guest Rooms during pre-arranged periods for the purpose of Guest Room installation and testing. Inability to access Guest Rooms due to lack of Customer personnel availability may result in extra costs (at actual additional travel costs incurred plus T&M Rates applied to additional hours) for the additional time any on-site AT&T Personnel are required to remain at the Hotel Property beyond the original scheduled installation window. Inability to locate any HSIA Equipment that has been shipped to and verified as received by the Hotel Property or, if applicable, any existing Hotel Property equipment that was identified in the Site Survey and integrated into the HSIA Solution, resulting in lost time for AT&T's installation, may result in a Site Not Ready Fee.

AT&T uses or may use non-union labor; however, should union labor be required at Customer's Hotel Property, the following shall apply:

Customer shall notify AT&T (prior to or during the Site Survey) of union suppliers available and qualified to perform work where use of union labor is required by any collective bargaining agreement in effect at the Hotel Property ("Union Rules"). AT&T shall, as required by the Union Rules employ (on a subcontractor basis) contractors from union labor suppliers designated by Customer, and shall comply with any Union Rules or other applicable collective bargaining agreements required to deliver the Services. AT&T will include the additional fee for union labor in the Installation Quote, and thus the quoted installation fees at the Hotel Property will include union labor. Notwithstanding the foregoing, AT&T notes that responsibilities or tasks that require specialized training may require accommodation or allow exemption from union-installation as permitted by union rules. AT&T may

raise this issue and ascertain in a particular case whether it is exempt without violating the spirit or terms of this paragraph.

(i) Training of Hotel Employees.

Customer commits to complete training of employees in all relevant involved departments of the Hotel Property as to the HSIA Solution prior to the completion of the installation by AT&T. Customer will assure that such staff of the Hotel Property attend the HSIA Solution training, and Customer will assure that new employees of the Hotel Property have the HSIA Solution training appropriate for their position, such training to be performed by the staff of the Hotel Property.

(j) Guest and Meeting Rooms.

Customer has certain responsibilities associated with keeping the HSIA Solution online and operational. The Customer or its designated Hotel Property representative will render reasonable assistance and will use reports generated by AT&T to maintain Guest Rooms and Meeting Rooms in a state of readiness and to notify AT&T in the event that the staff of the Hotel Property is unable to correct suspected problems using self-help tools and procedures covered in AT&T's training of the Hotel Property staff. The Hotel Property staff is also responsible for ensuring that cables are available in the Hotel Property's Guest Rooms and that any Guest Room equipment is plugged in and connected every day. The Hotel Property staff is also responsible for initial placement and ongoing replenishment of marketing collateral in Guest Rooms in accordance with the Stay Connected Program Standards. If the Hotel Property has both wired and wireless HSIA Solution capabilities, Customer's staff is also responsible for ensuring that (a) there is a sufficient number of pull-through Ethernet bridges (also known as "Guest Access Devices," or "GADs") available (refer to the applicable Hilton Brand Standards for required counts) and (b) other Hilton-approved Stay Connected Program physical collateral (consistent with the applicable Hilton Brand Standards) is deployed in the Hotel Property(ies).

(k) Network Security.

Each of Hilton and AT&T reserves the right, upon reasonable and prudent investigation, to temporarily bar access at the Hotel Property to the HSIA Solution network if Hilton or AT&T reasonably determines that the Hotel Property's network or equipment may infect such network with a virus, that Internet access from the Hotel Property 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 the network or equipment of the Hotel Property may cause other immediate harm to the integrity of such network. Hilton and AT&T shall not be liable for any inconvenience or disruption to the Hotel Property caused by such reasonable network security measures. In the event Hilton or AT&T finds it necessary to bar access to the network, Hilton or AT&T shall immediately notify the Hotel Property prior to taking such action (unless impracticable), but in any event, in a reasonable time after the initiation of the security measure unless otherwise provided in the applicable AUP. In addition, Customer shall, subject to applicable laws and regulations, provide reasonable assistance as requested by AT&T in enforcing its EUA License Documents (as defined in the Stay Connected Attachment) and in cooperating with law enforcement agencies if AT&T is responding to a subpoena or judicial order to identify an end-user at a particular time and location.

(l) Delay by Customer.

If AT&T's representatives are on-site for services related to the Hotel Property's implementation of the New HSIA Solution or any HSIA Refresh and delays are caused or requested by Customer, Customer may be required to pay AT&T the Site Not Ready Fee. If a delay in implementation of the HSIA Solution caused or requested by Customer necessitates the departure from the Hotel and re-scheduling of AT&T's representatives, Customer will be required to pay to AT&T the Site Not Ready Fee. The re-scheduled date will be determined based on the needs of the Hotel as well as the availability of AT&T's representatives.

(m) Remediation.

If Hilton notifies Customer that it must remediate its HSIA Solution to meet the Stay Connected Program Standard, Customer shall submit a remediation request for quote to AT&T and AT&T shall, applying the HSIA Equipment pricing under the Stay Connected Attachment, prepare and present to Customer a remediation

quote. Upon acceptance of such quote, AT&T shall implement the agreed upon HSIA Solution remediation and Customer shall pay the fees set forth in the approved remediation quote.

(n) Refreshment.

To comply with the Stay Connected Program Standards, the parties anticipate that certain HSIA Systems will be required to be replaced or refreshed (the "HSIA Refresh") as reasonably and collaboratively determined by AT&T and Hilton, starting after the initial installation of the HSIA Equipment. Customer shall be responsible for payment of all fees and costs for new HSIA Equipment and new HSIA Software as well as for the procurement and installation services relating to the HSIA Refresh as of the date of such refreshment. AT&T shall be responsible for obtaining, delivering, configuring and installing the HSIA Systems as required to perform the HSIA Refresh as approved by the Hilton Hotel.

(o) Conference Space and Meeting Rooms.

Meeting rooms (conference rooms that are 10,000 square feet or less, hereinafter "Meeting Rooms") are in scope for Maintenance Services and support, unless Customer notifies AT&T to exclude any such Meeting Rooms from the services. All other conference facilities are out of scope of this HSIA Agreement.

(p) Credit Card Processing.

AT&T will provide credit card processing services to Customer if Customer (a) charges guests for Internet access in Guest Rooms or Meeting Rooms and (b) allows the guests to pay for such access using credit cards as permitted by the applicable Hilton brand standards. As part of the credit card services, AT&T will collect and accurately process such credit card charges, and remit to Customer (offsetting against any amounts past due from Customer) all such fees on a monthly basis, after deduction of applicable taxes and any related credit card transaction and/or processing fees actually imposed (without mark up of any kind by AT&T or its Affiliates). To the extent that AT&T collects funds under this section, it will collect required taxes, and remit them to the appropriate authorities as required by the applicable tax code. AT&T will also use reasonable efforts, in cooperation with Customer, to dispute any consumer charge back claims where appropriate and consistent with the bank network or credit card association dispute rules and policies.

(q) Hotspot Program.

The Hotel Property will participate in the AT&T Hotspot Program, which allows AT&T to make available free access (subject to bandwidth and other feature restrictions, if any, reasonably imposed by Hilton or Customer) to the Internet via Wi-Fi over the HSIA equipment and facilities at the Hotel Property for AT&T Hotspot Customers who access the HSIA Solution at the Hotel Property. The benefits and obligations associated with the Hotel Property's participation in the AT&T Hotspot Program are further described in the SOW.

(r) Billing and Invoicing.

Within ten (10) days after the last day of each month, AT&T shall mail Customer an invoice for:

1. monthly recurring charges for the following calendar month (for example, December would be invoiced in November); and
2. one-time charges and/or non-recurring project charges to be invoiced for the month or from the preceding 60 days; and
3. billing associated with Hotel Property activation-related Services shall be billed on an ongoing basis no later than sixty (60) days after the related expense is incurred.

AT&T shall provide a paper copy of a detailed invoice to Customer for the charges it incurs each month.

For purposes of clarity, the first monthly invoice will cover the first month (or partial month) of services plus the subsequent month of service (billed in advance).

2. Customer's Additional Obligations.

Customer shall:

- (a) Pay any and all applicable state or local sales, use, gross receipts, excise or similar taxes and surcharges levied by a duly authorized taxing authority on Customer's payments hereunder. Customer shall be responsible for payment of all personal property taxes associated with its use of HSIA Systems provided hereunder, as applicable.
- (b) Pay for any and all de-installation, transportation and disposal costs of any and all HSIA Equipment being used at the Hotel Property at the time of installation or upon a HSIA Refresh by AT&T.
- (c) Preserve and protect the HSIA Equipment and HSIA Software from loss, damage or theft and if any such loss, damage or theft should occur, Customer shall replace and install such HSIA Equipment and HSIA Software at its own expense, if AT&T determines that the lost, damaged or stolen HSIA Equipment is necessary for the operation of the HSIA Solution in conformance with the Stay Connected Program Standards and the Stay Connected Attachment.
- (d) Make no repairs nor perform any services not authorized by AT&T or Hilton to the HSIA Equipment.
- (e) Not add to or remove (or allow any third party to do the same) any equipment or software connected to, or part of, the HSIA Solution without prior specific written permission of Hilton or AT&T.
- (f) Pay invoices of AT&T in accordance with their terms no later than forty five (45) days after the invoice date, and in U.S. dollars for all transactions in the U.S or Canada.
- (g) Customer will review and familiarize itself and will comply with the terms and conditions of applicable HSIA Software licenses, including, but not limited to, Cisco
http://www.cisco.com/en/US/products/prod_warranties_listing.html
- (h) Cooperate with AT&T as to any credit inquiries permitted hereunder.
- (i) Not enter into any arrangement that is likely to interfere or adversely affect AT&T's rights hereunder.
- (j) Ensure that the Hotel Property where services are provided have a suitable and safe work environment, and are free of hazardous materials in accordance with applicable law. AT&T may, in its sole discretion, refuse to perform installation, maintenance or other services at the Hotel Property if Customer fails to fulfill this requirement.
- (k) Customer agrees to provide AT&T with thirty (30) days' written notice of any renovation, remodeling, work on fixtures, PBX or wiring or other work that may affect the HSIA Solution, and agrees to use good faith efforts to minimize the disruption of availability of the HSIA Solution during such work.

3. Customer's Conditions.

All benefits provided Customer herein and all obligations of AT&T under this HSIA Agreement are expressly subject to and conditioned upon the following:

- (a) The Hotel Property remains a Hilton Hotel (after conversion and rebranding, if applicable).
- (b) Customer's reasonable cooperation and assistance with Hilton and AT&T in its/their conducting, overseeing and/or managing the Stay Connected Program.

(c) Customer allows the removal and future replacement or refreshment of the HSIA Equipment and the HSIA Software at such time and in such manner as may be mutually determined by Hilton and AT&T in their sole discretion.

(d) If applicable, Customer must complete the Hotel Property's conversion and rebranding as a Hotel Property in a Brand division of Hilton or any of its Affiliates.

(e) Customer will cooperate in AT&T's credit approval process and shall provide appropriate security deposits as may be determined by AT&T in accordance with the Stay Connected Attachment.

(f) Customer acknowledges that the Network Management Device ("NMD") supplied by AT&T is not available for purchase by Customer and remains AT&T's sole property under all circumstances. Customer shall not, nor shall it permit any third party to, disassemble, decompile or reverse engineer the NMD such that the technical details of the operation of the NMD or AT&T-owned equipment may be discovered.

4. AT&T's Additional Obligations.

AT&T shall be responsible for the following:

(a) AT&T shall provide the Maintenance Services and other support for the HSIA Solution in accordance with this HSIA Agreement and the Stay Connected Attachment.

(b) AT&T will invoice Customer monthly for all services provided hereunder.

(c) AT&T will provide Customer with service level quality assurances and remedies described below.

1. AT&T shall promptly correct and remediate all Chronic Performance Issues. "Chronic Performance Issue" means the occurrence of any two or more of the following (each a "Triggering Event") per month for more than three (3) consecutive months:

- a. The first time connect rate at the Hotel Property falling below 97.00%. First time connect rate will be calculated as follows: $1 - (\text{total connectivity related tickets at the Hotel Property for a given month} / \text{the sum of HSIA End Users at such Customer Hotel Property for such month})$.
- b. The number of tickets per 100 users at the Hotel Property exceeds 1.5 (for Customer hotel properties that charge guests for HSIA services) or 3.0 (for Customer hotel properties that do not charge guests for HSIA services). Tickets per 100 users will be calculated as follows: $(\text{the sum of all support tickets related to the Services provided by AT\&T for the Hotel Property in a month} / \text{the total number of HSIA End Users at such property for such month}) * 100$.
- c. The average number of tickets per room per year at a hotel property as measured monthly and annualized exceeds 1.5 (for Customer hotel properties that charge guests for HSIA services) or 2.0 (for Customer hotel properties that do not charge guests for HSIA services). Tickets per room per year will be calculated as follows: $(\text{the number of tickets related to the Services provided by AT\&T at the Customer hotel property in the month} / \text{the total number of Guest Rooms at such hotel property}) * 12$.
- d. 10% or more of the tickets at the Hotel Property in a month indicating slowness or connectivity issues.
- e. AT&T failing to notify the Hotel Property within 24 hours that the peak utilization of the property's Internet circuit during the Daily Peak Measurement Periods (as defined in the SOW attached to and made part of the Stay Connected Attachment) in any three consecutive calendar days has exceeded 80%.

2. On a monthly basis, AT&T will report its performance against each of the Triggering Events above to the Customer for each hotel property for which the Customer has a HSIA Solution covered by this HSIA Agreement.
3. *Intentionally left blank*
4. AT&T shall provide the Customer with a credit for each month during which a Chronic Performance Issue occurs in an amount equal to the support fee of \$3.50 multiplied by the total number of Guest Rooms at each Hotel Property that was affected by the Chronic Performance Issue. Such credits shall be reflected on AT&T's monthly invoice(s) to the Customer in the month(s) following any month during which a Chronic Performance Issue occurs. For the avoidance of doubt and by way of example, if the Hotel Property experiences 2 or more Triggering Events in January, February, March and April of a given year, and AT&T does not correct all of the Triggering Events until July of that year (so that each of the months of January through June had two (2) or more Triggering Events), the Customer would be entitled to credits calculated in accordance with this paragraph for the months of April (the fourth consecutive month of two (2) or more Triggering Events, and thus the first month in which the Chronic Performance Issue occurs), May, and June and reflected on AT&T's invoices to the Customer in June, July and August (because billing is in arrears).
5. AT&T shall be relieved of its obligation to provide the credits described in paragraph four (4) of this Section 4(c) if AT&T reasonably demonstrates that (i) the Chronic Performance Issue was caused by any of the following; (ii) such Chronic Performance Issue would have occurred notwithstanding any AT&T failure to perform in accordance with this HSIA Agreement; and (iii) except with respect to items a, b or c below, AT&T used commercially reasonable efforts to avoid the Chronic Performance Issue notwithstanding the occurrence of any of the following, and further provided that AT&T shall not be required to make any out-of-pocket expenditures in connection with such commercially reasonable efforts with respect to item d:
 - a. Customer's material breach of this HSIA Agreement;
 - b. Hilton's material breach of the Stay Connected Attachment;
 - c. Negligence, willful misconduct or violations of law by Hilton or the Customer;
 - d. Service or resource reductions requested or approved by the Customer and agreed to by the parties; provided that AT&T has previously notified the Customer in writing that the implementation of such request would, more likely than not, result in a Chronic Performance Issue;
 - e. Events covered by the force majeure provisions of this HSIA Agreement (including any such provisions incorporated by reference to the HSIA Schedule and Joinder);
 - f. Any service degradations or failures that are caused by or result from activities of the ISP providing the circuit to the Hotel Property;
 - g. Except where indicated in the Stay Connected Attachment to the contrary, Services performed during the execution of the Hilton/AT&T disaster recovery plan in response to disasters declared by Hilton or AT&T pursuant to the Stay Connected Attachment;
 - h. Customer's failure to upgrade an over-utilized Internet circuit or equipment for which the Customer has responsibility under this HSIA Agreement at the Hotel Property, where AT&T has informed the Customer of such over-utilization.
6. In the event of a conflict between the provisions of this Section 4(c) and any other provision of this HSIA Agreement, including, without limitation, any provisions pertaining to limitations of liability, regardless of whether such conflicting provisions are included directly in this HSIA Agreement or incorporated into this HSIA Agreement by reference to another document, the provisions of this Section 4(c) shall control.

7. Customer's rights and remedies in this Section 4(c) shall not be deemed or construed to be a sole and exclusive remedy or in derogation of any other rights and remedies Customer has under this HSIA Agreement.
8. Notwithstanding subsection (7) of this Section 4(c), no specific failure by AT&T of a provision of this Section 4(c) will be deemed to be a material breach in the absence of a showing by Customer of material breach of an obligation other than the obligation to meet the requirements of this Section 4(c).

5. Termination and Termination Fees.

(A) AT&T may terminate this HSIA Agreement, including all obligations of AT&T under this HSIA Agreement, at AT&T's option: (a) upon thirty days prior written notice to Customer in the event of a material breach of Customer's obligations or conditions set forth herein which default is not cured within the notice period, or (b) in accordance with Section 6 of this HSIA Agreement (below).

(B) Should Customer terminate this HSIA Agreement prior to the termination or expiration of the Stay Connected Attachment, other than for AT&T's material uncured breach of this HSIA Agreement, Customer shall pay to AT&T the following early termination fee: \$3,000.00. The parties acknowledge that damages that will be suffered by AT&T are difficult to prospectively predict, and that the termination fee set forth herein represents a reasonable pre-estimate of such damages, and is not a penalty.

(C) This HSIA Agreement, including all obligations of AT&T and Customer under this HSIA Agreement (other than of Customer to pay any fees to AT&T incurred prior to such termination) shall terminate effective immediately upon termination of the Stay Connected Attachment.

(D) In the event Customer ceases to be a licensed franchisee of Hilton or its affiliates or subsidiaries or otherwise entitled to operate a hotel, timeshare, steamboat or cruise line using the name "Hilton" or any other registered trademark or trade name of Hilton or its Affiliates or subsidiaries pursuant to the terms of a written agreement (the "Management or License Agreement") between Customer and Hilton or its affiliates or subsidiaries, Customer is obligated to make every effort to immediately cease its use of the HSIA Solution services and to remit all outstanding payments to AT&T. Upon notice of Customer's (or Hilton's) intent to terminate Hotel's Management or License Agreement, Customer will notify AT&T of the termination date upon which Customer must cease use of the HSIA Solution under this HSIA Agreement.

(E) Customer may terminate this HSIA Agreement, including all obligations of Customer under this HSIA Agreement (other than to pay for services rendered by AT&T prior to the time of termination): upon thirty (30) days prior written notice to AT&T in the event of a material breach of AT&T's obligations which default is not cured within the notice period.

6. Effect of Termination

Upon notice of termination by either party, the steps required of Customer include:

(A) General Obligations.

1. Paying the amounts detailed below at the specified times;
2. Making immediate arrangements to replace any Hilton-provisioned, pre-existing circuit with a circuit of Customer's own choosing;
3. Immediately removing all Hilton Stay Connected Program Guest Room collateral (tent cards, hockey puck card inserts, and Guest Service Directory pages); and
4. Remitting final payment to AT&T for all invoiced services, HSIA Equipment and HSIA Software provided hereunder.

(B) Hotel Property De-Flagging.

Upon termination of this HSIA Agreement under Section 5(D) above, this HSIA Agreement shall be deemed terminated by Customer without cause; and Customer shall be liable to AT&T for the early termination fees set forth in Section 5 hereof unless (a) the termination of this HSIA Agreement is the result of a Major Divestiture that includes the Hotel Property or (b) Customer agrees to and does enter into an AT&T Wi-Fi Services contract on a form acceptable to AT&T for HSIA support services within sixty (60) days following the date that the termination of this HSIA Agreement becomes effective.

7. Defined Terms.

All capitalized terms used in this HSIA Agreement which are not specially defined in this HSIA Agreement shall have the meaning ascribed to such terms in the Stay Connected Attachment.

8. Order of Priority; Incorporation by Reference.

In addition to and not in derogation of the obligations of the parties under this HSIA Agreement, all duties and obligations of a Participating Entity set forth in the Stay Connected Attachment (including without limitation as set forth in the SOW and the exhibits thereunder) shall apply to Customer, and Customer shall be entitled to all rights and privileges accorded to a Participating Entity under the Stay Connected Attachment. In the event of conflict between the provisions of this HSIA Agreement (including any Attachments or any other agreements incorporated by reference) and the provisions of any other agreement between AT&T (or any of its Affiliates) and Customer, the provisions of the HSIA Agreement shall prevail. In the event of conflict or inconsistency between the provisions of this HSIA Agreement and the Stay Connected Attachment, the provisions of the Stay Connected Attachment shall prevail.

9. Assignment and Transfer.

In the event of a transfer, sale or change of ownership of Hotel Property, this HSIA Agreement shall, subject to Section 3(a), be assigned to and assumed by new owner/transferee or else Customer shall be liable to pay to AT&T the early termination fee set forth herein; AT&T has the right to refuse consent to such transfer only as set forth specifically in this paragraph (below). Even if assigned to and assumed by the new owner/transferee, Customer shall nevertheless be obligated to pay AT&T in full for all outstanding balances as of the date of the transfer unless new owner/transferee pays such balances by the due date for payment. Customer agrees to provide AT&T with written notice of the transfer, sale or change of ownership of the Hotel Property at least 30 days prior to such event, and to comply with AT&T's credit check policies. If the new owner/transferee does not meet AT&T's credit standards, and the Hotel Property remains a Hilton Hotel, AT&T may impose an additional security deposit requirement (but only consistent with the provisions of the Stay Connected Attachment). If the new owner/transferee does not qualify as a Hilton Hotel, the HSIA Agreement shall terminate pursuant to Section 5(D) at the time of the transfer and Customer shall be liable for payment of the early termination fee set forth herein, unless transferee agrees to and does enter into an AT&T Wi-Fi Services contract on a form acceptable to AT&T for HSIA support services no later than concurrently with the date of the purported transfer.

10. Notices; Sharing with Hilton.

Notices to Customer shall be sent to the following address: _____ [if left blank, then to the address set forth in the first paragraph of this Agreement].

AT&T's notice address is: AT&T Wi-Fi Services, 4509 Freidrich Lane, Bldg. 3, Suite 300, Austin, TX 78744 Attn: Legal Department.

AT&T may, without prior notice or consent of Customer, share with and disclose to Hilton this HSIA Agreement, all correspondence/contracts related to HSIA, along with any data and information related to or resulting from use of or access to the HSIA Solution.

11. Counterparts.

This HSIA Agreement may be executed in one or more counterparts, each of which shall constitute one and the same

instrument.

12. Responsibility for Delays; Additional Hotel Responsibilities.

Customer shall, at no cost to AT&T: (i) make available space in its wiring closet, any telecommunications access points, including all available fiber or twisted pair copper wiring, rooftop, Guest Rooms and other areas reasonably necessary to provision the services, for installation, operation and maintenance of the equipment necessary for AT&T to effect its obligations under the Agreement; (ii) provide a means for ingress and egress to this space as necessary to effectuate AT&T's obligations hereunder; (iii) provide AT&T with sufficient electrical power and access to power outlets as necessary for AT&T to power its equipment in order to perform its obligations pursuant to the Agreement (including without limitation, access to dedicated and unswitched 110V / 20 amp power at each main distribution frame (MDF) unless an alternative power source is defined in the Installation Quote, intermediate distribution frame (IDF), mechanical or electrical closet, or wireless access point location where the installation of powered AT&T network equipment is required, and in each Guest Room in which powered equipment is installed). All unplanned installation or other costs incurred by AT&T as a result of any change orders post Site Survey or any breach of the responsibilities in this section shall be billed to Customer.

AT&T is not responsible for any delays due to Customer's failure to perform any necessary upgrades (e.g., core drilling, wiring chase installations, etc.) specified in the Installation Quote and/or **Appendix AHR**, delay in circuit delivery for reasons outside AT&T's control, weather, power outages, Acts of God, acts of terrorism, riot, war or criminality of unrelated third parties, or any other similar reason not within AT&T's control or if Customer fails to make timely payments of any amounts due AT&T hereunder as provided in AT&T's invoices.

13. General Terms and Conditions

(A) Confidentiality. The parties agree that the functions and operations of AT&T's HSIA Solution, facts regarding the equipment and materials related thereto, the manner of operation thereof, and the terms of this Agreement, all constitute the proprietary and confidential information of AT&T. Customer shall not disclose confidential information of AT&T to any third party. AT&T will not disclose any non-public information pertaining to Customer, its employees or business operations.

(B) Entire Agreement/Prior Agreement. The Stay Connected Attachment in conjunction with this HSIA Agreement constitutes the entire understanding and agreement between Customer and AT&T with respect to the transactions contemplated herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof. If Customer receives HSIA services or products from AT&T or any of its Affiliates under a separate agreement between AT&T and Customer directly ("Legacy Agreement"), such Legacy Agreement shall be deemed expired (and is deemed to be amended, fully restated and entirely novated hereby), without liability to either party, as of the Effective Date (any amounts owed to AT&T under the Legacy Agreement shall be timely paid to AT&T). 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. This Agreement may only be modified or amended in any way by an instrument in writing signed by an authorized representative of AT&T and an authorized representative of Customer.

(C) Force Majeure. Nonperformance by either party (other than by Customer in payment of any amounts owed to AT&T under this Agreement) shall be excused to the extent that performance is rendered impossible by any cause reasonably beyond the control of the non-performing party.

(D) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(E) No Joint Venture. Nothing contained herein shall be deemed or construed as creating a joint venture or partnership between AT&T and Customer. Neither party is, by virtue of this Agreement, authorized as an agent or legal representative of the other.

(F) *Intentionally left blank.*

(G) Applicable Law, Consent to Jurisdiction and Equitable Relief

This HSIA Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the State of New York.

The parties to this HSIA Agreement agree that any claim, suit, action or proceeding, brought by either party, arising out of or relating to this Agreement or the transactions contemplated hereby shall be submitted for adjudication exclusively in any New York state or federal court sitting in the City and State of New York, and each of the parties hereto expressly agrees to be bound by such selection of jurisdiction and venue for purposes of such adjudication. Each party: (i) waives any objection which it may have that such court is not a convenient forum for any such adjudication; (ii) agrees and consents to the personal jurisdiction of such court with respect to any claim or dispute arising out of or relating to this HSIA Agreement or the transactions contemplated hereby; and (iii) agrees that process issued out of such court or in accordance with the rules of practice of such court shall be properly served if served personally or served by certified mail or other form of substituted service, as provided under the rules of practice of such court.

(H) No Warranties/Disclaimers

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT AT&T MAKES NO WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ALSO ACKNOWLEDGES AND ACCEPTS THAT AT&T SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE RELATED TO THE SERVICES OR PRODUCTS PROVIDED HEREUNDER.

CUSTOMER AND AT&T AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR ANY THIRD PARTY, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT EVEN IF SUCH PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES AND SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER HEREUNDER.

14. No Recourse Against Hilton except to the extent that it or an Affiliate is a signatory to this HSIA Agreement.

Both the Customer and AT&T hereby agree that nothing in this HSIA Agreement creates any obligations on Hilton (including, for purposes of this Section 14, its Affiliates except in the event that an Affiliate is a signatory to this HSIA Agreement). Neither Customer nor AT&T may seek to enforce any rights or remedies arising under this HSIA Agreement against Hilton except in the event that an Affiliate is a signatory to this HSIA Agreement in which case such Affiliate shall be subject to the same liabilities as any Customer. In no event shall Hilton have any liability whatsoever hereunder except in the event that an Affiliate is a signatory to this HSIA Agreement in which case such Affiliate shall be subject to the same liabilities as any Customer, whether in contract, tort (including, without limitation negligence), warranty or any other legal or equitable grounds, for any damage, loss, profit or revenues by the either Customer or AT&T (including any of its Affiliates) or for any direct, consequential, indirect, special, punitive or exemplary damages suffered by Customer or AT&T, that arise out of this HSIA Agreement.

CUSTOMER:

AT&T [AT&T Wi-Fi Services]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX AHR

Additional Hotel Responsibilities

[Note: When completing New Hotel Agreements, this exhibit may be modified for a particular Hotel Property to address any special physical conditions at the Hotel Property, as long as such modification is not inconsistent with the Stay Connected Attachment, including without limitation, the SOW and its exhibits, including without limitation Exhibits I and C, and do not introduce additional legal terms and conditions]

The following describes typical Customer responsibilities in connection with the Services. However, additional or alternative responsibilities may be identified in the Installation Quote and shall be binding on the Customer upon acceptance of the Installation Quote.

- Installation of CAT6 cable for Wireless Access Points (WAPs). The CAT6 will be terminated in the MDF/IDF in a patch panel installed in the rack that will house the HSIA equipment. The patch panel will be labeled so the location of the radio can be easily identified. The radio end of the cable will be terminated with a biscuit RJ45 jack. The length of the CAT6 runs will not exceed 300 feet, inclusive of service loop and patch cables.
- Installation of] CAT6 cable for Meeting Rooms as required. The CAT6 will be terminated in the MDF/IDF in a patch panel installed in the rack that will house the HSIA equipment. The length of the CAT6 runs will not exceed 300 feet, inclusive of service loop and patch cables.
- If the Customer decides on a wired and/or wireless solution, then the site is responsible for all necessary cabling, including installation of CAT6 cabling for guest rooms and for the wireless radios (WAP's). Floor 1 cabling will terminate in the Floor 1 MDF. All other cabling will terminate in each respective floor's IDF. All cabling will terminate in a labeled patch panel so the rooms and radio locations can be easily identified. The radio end of the cable shall be terminated with a biscuit jack with a service loop. The in-room cabling shall be terminated in a standard wall plate. The Customer's cabling vendor is responsible for termination of the cabling and for labeling the patch panels. Ethernet cable runs cannot exceed 300 feet, including service loop, and WAP cable (for WAP drops), or the signal will degrade.
- Site must provide secure storage for all networking equipment.
- The Customer is responsible for cutting and installing a 12" x 12" access panel in the corridor ceiling drywall or in the soffit to place the wireless radios. We assume there is 8" to 12" of clearance between the ceiling drywall and the floor above. If suspended ceilings are installed at the location specified for the wireless radio, the radio will be installed above the suspended ceiling tile, or in existing access panels in the "bullnose". If access panels cannot be cut into the hard ceiling the property may consider cutting and installing access panels in the drywall corridor wall (the space between the corridor wall and the guest room wall). The radio is 10" x 10" x 3" deep and can be mounted vertically [this may result in the necessary deployment of more APs vs. horizontal (recommended) deployment] so 3" of space is needed between the walls. The Customer can install a wood beam between the studs to secure the radio.
- The Installation Quote does not include enclosures for wireless access points.
- Provide a cabling port map and testing results (including copper/fiber certification test reports) for all current wired and new cable connections to be utilized for HSIA program, including Uplinks, AP locations, guest room wired connections, business center, meeting room connections and any non HSIA devices using the HSIA network. All HSIA cabling (new and existing) must be clearly labeled using the room number at station and patch panel terminations. This must be completed prior to the arrival of the engineer. If the cabling installation, or any portion of the work described in this section is not fully completed prior to the arrival of the AT&T installation team, additional costs may be incurred by Customer as calculated in Section 1(h) of the Agreement
- Patch and paint any penetrations needed for structured cabling that is not covered by or not visible to guests.

- Unless otherwise specified, any cabling and/or cabling terminations for Wireless Access Points shall not be placed in plain view. Cabling vendors shall make every reasonable effort to secure and to enclose fully any WAP cabling and terminations.
- Lift for cable runs and/or WAPs if necessary. Lift must include a full body harness with lanyard.
- Wherever required, site must provide protection for flooring.
- Customer shall provide a picture of each patch panel, rack, new equipment location, and a cable at a typical AP mounting location.
- Provide and install all necessary floor and/or wall mount racks and patch panels CAT6 in the MDF and IDFs.
- Customer is responsible for providing industry standard 19" equipment racks (EIA 310-D, CEA-310-E, IEC 60297) for mounting and securing of LAN equipment in MDF and IDFs. Rack shall have adequate space to accommodate specified equipment, cable management, and patch panel, with a suggested minimum of 7RMU. AT&T recommends 1RMU of cable management for every unit of patch panel. Customer's cabling vendor may derive the rack space requirements by referring to the hardware list of selected design within the material shared with the vendor by AT&T pursuant to the SOW. Any questions regarding aggregate rack space requirements may be addressed with AT&T.
- Wall-mounted equipment racks shall be installed upon backer board such that the installation will support the maximum load value of the rack.
- Where required, AT&T will provide accessory post mounts for supporting UPS units (greater than or equal to 2RMU of UPS).
- Patch panels shall terminate any twisted pair and/or fiber optic connections specified within each MDF or IDF. Rack shall be mounted in accordance with Hilton-approved cabling standards and in conformance with applicable local code.
- If racks are not present or are deemed inadequate when the installation team arrives, any delays thereby caused or new equipment thereby required may incur additional costs to Customer calculated as set forth in Section 1(h) of the Agreement.
- Terminate all CAT6 wiring from the guest and meeting rooms in patch panels installed in above mentioned rack(s) that will house the HSIA equipment.

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hampton usa standards.

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EXHIBIT I

EXHIBIT I

STATE REGULATORY AUTHORITIES

CALIFORNIA

Commissioner of Corporations
Department of Corporations
320 West 4th Street
Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

HAWAII

Commissioner of Securities of the
State of Hawaii
Department of Commerce and
Consumer Affairs – Business
Registration Division, Securities
Compliance Branch
335 Merchant Street,
Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Attorney General of the State of
Illinois
500 South Second Street
Springfield, IL 62706
(217) 782-8706

INDIANA

Indiana Secretary of State
Administrative Office

Indiana Government Center South
302 W. Washington Street
Room E111
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Securities Commissioner
Division of Securities
State Law Department
20th Floor
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-7042

MICHIGAN

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney
General
525 W. Ottawa Street
Lansing, MI 48933
(517) 373-1140

MINNESOTA

Minnesota Department of
Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(651) 296-6328

NEW YORK

Bureau of Investor Protection and
Securities
New York State Department of
Law
120 Broadway, 23rd Floor
New York, NY 10271
(212) 416-8211

NORTH DAKOTA

Securities Commissioner
Fifth Floor
600 East Boulevard Ave.
Bismarck, ND 58505-0510
(701) 328-2910

RHODE ISLAND

Director
Department of Business Regulation

1511 Pontiac Avenue
Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Director, Division of Securities
Department of Revenue and Regulation
445 E. Capitol
Pierre, SD 57501-3185
(605) 773-4823

VIRGINIA

Clerk of the State Corporation
Commission
1300 E. Main St.
Richmond, VA 23219
(804) 371-9051

WASHINGTON

Washington Department of Financial
Institutions
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Commissioner of Securities
345 W. Washington Avenue
Madison, WI 53703
(608) 266-8559

EXHIBIT J

EXHIBIT J

**REGISTERED AGENTS AUTHORIZED TO
RECEIVE SERVICE OF PROCESS***

<p>California Commissioner of Corporations Department of Corporations 320 West 4th Street, Ste. 750 Los Angeles, CA 90013-2344</p>	<p>Michigan Dept. of Energy, Labor & Economic Growth Corporations Division 7150 Harris Drive Lansing, MI 48909</p>	<p>South Dakota Director, Division of Securities Department of Revenue and Regulation 445 E. Capitol Pierre, SD 57501-3185</p>
<p>Hawaii Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs – Business Registration Division, Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813</p>	<p>Minnesota Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198</p>	<p>Virginia Clerk of the State Corporation Commission 1300 East Main Street Richmond, VA 23219</p>
<p>Illinois Attorney General of the State of Illinois 500 South Second Street Springfield, IL 62706</p>	<p>New York Secretary of State of the State of New York 99 Washington Ave. Albany, NY 12231</p>	<p>Washington Washington Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501</p>
<p>Indiana Indiana Secretary of State 201 State House Indianapolis, IN 46204</p>	<p>North Dakota Securities Commissioner 600 East Boulevard Ave., Fifth Fl. Bismarck, ND 58505</p>	<p>Wisconsin Commissioner of Securities 345 W. Washington Ave. Madison, WI 53703</p>
<p>Maryland Securities Commissioner Division of Securities State Law Department 200 St. Paul Pl., 20th Floor Baltimore, MD 21202</p>	<p>Rhode Island Director Dept of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920</p>	

*If a state is not listed above, the franchisor has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which the franchisor has appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

EXHIBIT K

EXHIBIT K

Addendum To Disclosure Document Pursuant to The California Franchise Investment Law

OUR WEBSITES HAVE NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENTS OF OUR WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov.

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the Franchise License Agreement contains a provision that is inconsistent with the law, the law will control.
2. The Franchise License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).
3. The Franchise License Agreement contains a provision requiring application of the laws of New York. This provision may not be enforceable under California law.
4. The Franchise License Agreement requires venue to be limited to Fairfax County, Virginia unless we sue you where your Hotel is located. This provision may not be enforceable under California law.
5. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
6. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise License Agreement.
7. 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.
8. Neither the franchisor nor any person or franchise broker disclosed in Item 2 of the 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. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

EXHIBIT K

Addendum to Disclosure Document Pursuant to the Hawaii Franchise Investment Law

1. THE GENERAL RELEASE LANGUAGE CONTAINED IN THE FRANCHISE LICENSE AGREEMENT SHALL NOT RELIEVE HILTON OR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, FROM LIABILITY IMPOSED BY THE LAWS CONCERNING FRANCHISING OF THE STATE OF HAWAII.

2. THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OF 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.

3. 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 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 DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

4. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

5. A. This proposed registration is exempt from the registration requirements of the states of California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, South Dakota, Washington, and the states of Connecticut, Florida, Iowa, Maine, North Carolina, Ohio, Oklahoma and South Carolina.
- B. This proposed registration is or will shortly be on file in the states of Hawaii, Minnesota, Virginia and Wisconsin; notice of filing is in effect in Michigan.
- C. No states have refused, by order or otherwise, to register these franchises.
- D. No states have revoked or suspended the right to offer these franchises.

EXHIBIT K

Addendum to Disclosure Document Pursuant to the Illinois Franchise Disclosure Act

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions will supersede and apply to all franchises offered and sold in the State of Illinois:

ITEM 13 Trademarks

1. While the Licensor does not own the Proprietary Marks, its affiliate owns the Proprietary Marks and has licensed the Licensor both to use them and to sublicense them to its licensees.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Notice Required by Law:

THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/19 AND 705/20.

2. The provisions of the Franchise License 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 Licensee by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise License Agreement with respect to Illinois licensees and any other person under the jurisdiction of the Illinois Franchise Disclosure Act.
3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void".
4. Item 17v and 17w: The second sentence of Paragraph 16.b. of the Franchise License Agreement is amended to read as follows:

"For this reason, we each agree that except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. 1050 et seq.), as amended, this Agreement will be construed in accordance with, and all disputes between us (whether in contract, tort, or otherwise) arising out of or related to this Agreement, any breach of this Agreement, or the relationship between us, will be governed by the laws of the State of New York, except as otherwise required by the Illinois Franchise Disclosure Act, without recourse to New York (or any other) choice of law or conflicts of law principles."

EXHIBIT K

Addendum to Disclosure Document Pursuant to the Maryland Franchise Registration and Disclosure Law

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise License Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. The general release language contained in the Franchise License Agreement shall not relieve the Licensor or any other person, directly or indirectly, from liability under the Maryland Franchise Registration and Disclosure Law.
2. The laws of the State of Maryland may supersede the Franchise License Agreement, including the areas of termination and renewal of the Franchise.
3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.
4. The provision of the Franchise License Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

EXHIBIT K

MICHIGAN ADDENDUM TO DISCLOSURE DOCUMENT

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise License 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 License Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside the state of Michigan. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the state of Michigan.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

EXHIBIT K

(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 License 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 License Agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

**DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE SECTION
525 W. OTTAWA ST.
G. MENNEN WILLIAMS BUILDING,
FIRST FLOOR
LANSING, MICHIGAN 48933
(517) 373-7117**

EXHIBIT K

Addendum to Disclosure Document Pursuant to the Minnesota Franchise Investment Law

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

ITEM 13

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

ITEM 17

1. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisees be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the license agreement.
2. The general release language contained in the Franchise License Agreement shall not relieve the Licensor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Minnesota.
3. Minnesota Rule 2860.4400J prohibits requiring a franchisee to consent to liquidated damages. Under the terms of the Franchise License Agreement, as modified by the Minnesota Addendum to the Franchise License Agreement, all references to liquidated damages are deleted.
4. Minnesota Statutes, Sections 80C.21 and Minnesota Rule 2860.4400J prohibit the Licensor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Licensee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of Licensee's rights as provided for in Minnesota Statutes, Chapter 80C, or Licensee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
5. Minn. Rule 2860-4400J prohibits waiver of a jury trial. All references in the Franchise License Agreement to waiver of a jury trial are deleted in their entirety.
6. Under the terms of the Franchise License Agreement as modified by the Minnesota Addendum to the Franchise License Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise License Agreement or unauthorized or improper use of the System or Proprietary Marks, during or after the period of the Franchise License Agreement, Hilton Worldwide, its successors and assigns, separately or along with Licensor, will be entitled to seek both temporary and permanent injunctive relief against licensee from any court of competent jurisdiction, in addition to all other remedies which Licensor may have at law, and you consent to the seeking of those temporary and permanent injunctions.

EXHIBIT K

Addendum to Disclosure Document Pursuant to the New York Franchise Sales Act

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

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. No release language set forth in the Franchise License Agreement will relieve the Licensor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New York.
2. The requirements of Section 5.e. of the Franchise License Agreement that you consent to the entry of an injunction are modified in the State of New York to provide only that you consent to the seeking of such an injunction.

EXHIBIT K

Addendum to the Disclosure Document Pursuant to the North Dakota Franchise Disclosure Act

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

1. Section 14.d. of the Franchise License Agreement is hereby deleted in its entirety, and replaced by the following:
 - d. **Damages Upon Termination By Us.** If we terminate the Agreement under Subparagraphs 14.a. or 14.b. above, you acknowledge your default will cause substantial damage to us. You therefore agree that if we terminate this Agreement, the termination will not be our sole remedy, and you will also be liable to us for all damages and losses we have suffered arising from the early termination of this Agreement to the same extent as if you had improperly terminated the Agreement. You also agree that you will remain liable for all other obligations and claims under this Agreement, including obligations following termination under Subparagraphs 14.f., 5.e., 8.c. and Paragraph 9 and other damages suffered by us arising out of your breach or default.
2. The laws of the State of North Dakota supersede any provisions of the Franchise License Agreement, the other agreements or New York law if such provisions are in conflict with North Dakota law. The Franchise License Agreement will be governed by North Dakota law, rather than New York law, as stated in Section 16.b. of the Franchise License Agreement.
3. Any provision in the Franchise License Agreement which designates jurisdiction or venue or requires the Licensee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from the Franchise License Agreement.
4. Any provision in the Franchise License Agreement which requires you to waive your right to a trial by jury is deleted from the Franchise License Agreement.
5. No release language set forth in the Franchise License Agreement shall relieve the Licensor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

EXHIBIT K

Addendum To Franchise Disclosure Document Additional Information Required by the State of Rhode Island

In recognition of the requirements of the State of Rhode Island Franchise Investment Act (the "Act"), §19-28.1 *et seq.*, the Franchise Disclosure Document submitted by the Licensor for use in the State of Rhode Island is amended as follows:

1. Item 17 u.- Dispute resolution by arbitration or mediation shall comply with §19-28.1-21 of the Act - Private civil actions - and be amended to read:

(a.) A person who violates any provision of this Act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §§ 19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation.

(b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.

2. Item 17 v. - Choice of forum and Item 17 w. - Choice of law shall comply with § 19-28.1-14 of the Act - Jurisdiction and venue - and be amended to read:

A provision in a Franchise License 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.

EXHIBIT K

Addendum to Disclosure Document Pursuant to the Virginia Retail Franchise Act

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, this Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise License 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.

EXHIBIT K

Addendum to Disclosure Document Pursuant to the Washington Franchise Investment Protection Act

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington:

1. If any of the provisions in the Franchise Disclosure Document or Franchise License Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act") (including areas of termination and renewal of your franchise), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document or Franchise License Agreement with regard to any franchise sold in Washington.
2. A release or waiver of rights executed by a Franchisee will not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise License 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, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. Transfer fees are collectable to the extent that they reflect the Licensor's reasonable estimated or actual costs in effecting a transfer.

EXHIBIT L

EXHIBIT L

VOLUNTARY TERMINATION OF LICENSE AGREEMENT

(OPEN HOTEL – CHANGE OF OWNERSHIP)

THIS VOLUNTARY TERMINATION OF LICENSE AGREEMENT (the "**Termination Agreement**") is made as of the ____ day of _____, 20__ (the "**Termination Date**"), by and between [*Insert Licensee Entity Name*], a[n] [*Insert State of Formation*] [*Insert Type of Entity*] ("**Licensee**"), and _____, a Delaware limited liability company ("**Licensor**").

A. WHEREAS, Licensor and Licensee are parties to that certain [Franchise License Agreement] dated as of [*Insert Date*] (referred to herein collectively, along with all applicable amendments, addenda, riders, supplemental agreements and assignments as the "**License Agreement**"), with respect to the [*Insert Name of Hotel*] located at [*Insert Hotel Address*] (the "**Hotel**");

B. WHEREAS, Licensee has transferred title in the Hotel to [*Insert Name of New Licensee Entity, State of Formation, and Type of Entity*] ("**Transferee**") as of the Termination Date;

C. WHEREAS, [Licensor] [Licensor's affiliate _____] and Transferee have entered into a new franchise license agreement for the Hotel effective as of the Termination Date; and

D. WHEREAS, Licensor and Licensee desire to terminate the License Agreement, effective as of the Termination Date, and otherwise enter into the agreements set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. The License Agreement is hereby terminated effective as of the Termination Date.
2. Licensee is required to deliver to Licensor, via wire transfer, on or before the Termination Date, in immediately available good funds, all actual and estimated amounts due for Monthly Royalty Fees, Program Fees, and other fees and charges under the License Agreement through the Termination Date (the "**Estimated Payment**"). Licensor shall apply such amounts of the Estimated Payment to actual amounts payable under the License Agreement for such purposes as and when such amounts become payable. If at any time the Estimated Payment is not sufficient to pay such actual amounts as and when they become due, Licensee shall immediately make such additional payments as may be necessary to pay such amounts in full without any delays of any kind. As soon as practicable after termination of the License Agreement, Licensor shall perform a final accounting of all amounts payable under the License Agreement for Monthly Royalty Fees, Monthly Program Fees, and other fees and charges. Within 10 days of receipt of Licensor's final accounting, Licensee shall deliver to Licensor, via wire transfer in immediately available good funds, any unpaid amounts due to Licensor. If such accounting results in any unused amount of the Estimated Payment, Licensor shall promptly return such unused amount to Licensee. The provisions of this Paragraph 2 shall survive the termination of the License Agreement. If Licensee fails to deliver the Estimated Payment as required by this Paragraph 2, Licensee shall be in default of the License Agreement, and Licensor is entitled to terminate the License Agreement and collect all amounts due under it.
3. Licensee, on behalf of itself, its predecessors, and each of its present and former officers, employees, directors, shareholders, members, parents, subsidiaries, alter egos, affiliates, partners, agents, attorneys, accountants, heirs, executors, administrators, conservators, successors and assigns, hereby fully and forever releases and discharges Licensor, its predecessors, successors and assigns and each of their former and present officers, employees, directors, shareholders, members, parents,

subsidiaries, alter egos, affiliates, partners, representatives, agents, and attorneys (collectively, the "**Released Parties**"), from any and all claims, demands, liens, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, 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 Termination Agreement which arise out of, concern, pertain or relate in any way to the License Agreement (the "**Released Claims**").

Licensee acknowledges that there is a possibility that subsequent to the execution of this Termination Agreement, it will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Termination Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Termination Agreement. Licensee acknowledges and agrees that by reason of this Termination Agreement and the release contained in this Termination Agreement, it is assuming any risk of such unknown facts and such unknown and unsuspected claims. Licensee has been advised of the existence of Section 1542 of the California Civil Code ("**Section 1542**"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS 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.

Notwithstanding such provisions, this release shall constitute a full release in accordance with its terms. Licensee knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law or rule of similar effect. In connection with such waiver and relinquishment Licensee acknowledges that it is aware that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true, with respect to the matters released herein. Nevertheless, it is the intention of Licensee, through this Termination Agreement, and with the advice of counsel, to fully and finally settle and release all such matters, and all claims relative thereto, which do now exist may exist or have existed between and among the parties hereto. Licensee hereby acknowledges that it has been advised by its legal counsel, understands and acknowledges the significance and consequence of this release and of this specific waiver of Section 1542 and other such laws.

Licensee hereby represents to Licensor that it has not assigned or transferred any Released Claim that Licensee has or may have against Licensor, and agrees to indemnify and hold Licensor harmless from any liabilities, claims, demands, damages, costs, expenses and attorneys' fees incurred by Licensor as a result of any person asserting any such assignment or transfer. Licensee 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 Termination Agreement. In the event of any violation of this subsection, this Termination Agreement shall be subject to termination at the election of Licensor.

4. Licensee 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 Termination Agreement; (b) the person executing this Termination Agreement in a representative capacity on behalf of Licensee is empowered to do so; (c) Licensee has read this Termination Agreement and any exhibits attached hereto and understands the contents thereof. Licensee has made such an investigation of the facts pertinent to this Termination Agreement and of all the matters pertaining thereto as it deemed necessary; and (d) Licensee has been represented by legal counsel of its own choice

throughout all negotiations which preceded the execution of this Termination Agreement and Licensee has executed this Termination Agreement with the consent and the advice of such legal counsel.

5. Nothing in this Termination Agreement or any related document shall be construed as an express or implied admission or acknowledgment by Licensor or Licensee of any liability to Licensee or Licensor, as applicable, or to any other person, all such liability being expressly denied. The parties hereto agree that this Termination Agreement is the result of a compromise within the provisions of California Evidence Code §§ 1152 and 1154.

6. Licensee and Licensor agree to execute such additional documentation and cooperate in further proceedings necessary to effectuate the terms of this Termination Agreement without charge or other consideration.

7. This Termination Agreement including any exhibits hereto, 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. No covenants, agreements, representations and warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Termination Agreement.

8. The representations and warranties of this Termination Agreement and the obligation to pay any outstanding amounts under the License Agreement, as well as the provisions of the License Agreement that are intended under the terms of the License Agreement to survive termination of the License Agreement or by their nature are to be performed following termination of the License Agreement, such as the indemnity and confidentiality provisions and insurance requirements, are all deemed to survive the date of the execution of this Termination Agreement.

9. All questions with respect to the construction of this Termination Agreement and the rights and liabilities of the parties hereunder shall be governed by the same laws of, and shall be submitted and resolved by a court of competent jurisdiction located in the same city and state stipulated by the parties in the License Agreement.

10. This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. If any provision of this Termination Agreement is adjudicated to be unenforceable or invalid for any reason, that part will be severed from the balance of this Termination Agreement and the validity and enforceability of the remainder of this Termination Agreement will in no way be effected or impaired unless the severed portion was essential to the intended purpose of this Termination Agreement. If the severed portion was essential to the intended purpose of this Termination Agreement then the party who was to receive the benefit of the severed portion has the option to void this Termination Agreement. The parties expressly agree that Paragraphs 1, 2, 3 and 12 are each essential to the intended purpose of this Termination Agreement.

12. Licensor shall be entitled to recover its reasonable attorneys' fees, court costs, costs of collection, expenses of litigation and other fees, costs and disbursements in any action brought to enforce or interpret this Termination Agreement or collect any amounts due hereunder or under the License Agreement.

13. This Termination Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators, executors and conservators.

14. This Termination Agreement may be amended, modified, canceled, or waived only by written instrument executed by each of the parties.

15. A waiver of any term or condition of this Termination Agreement will not be deemed to be, and may not be construed as, a waiver of any other term or condition hereof.

16. This Termination Agreement will be construed neutrally, and will not be applied more strictly against one party than another.

17. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the License Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Termination Agreement as of the date first here above written.

LICENSEE:

LICENSOR:

[INSERT LICENSEE ENTITY NAME],
a[n] *[Insert State of Formation]* *[Insert Type of Entity]*

[FRANCHISOR ENTITY NAME],
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____,

Executed on: _____

Executed on: _____

EXHIBIT M

EXHIBIT M

RECEIPT

Hampton Inns Franchise LLC

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hampton Inns Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Rhode Island requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan and Washington require 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 Hampton Inns 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, DC 20580 and the state agency listed on Exhibit I.

The franchisor is Hampton Inns Franchise LLC, located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Its telephone number is (703) 883-1000.

Issuance date: March 31, 2011

The franchise seller for this offering is Hilton Worldwide, Inc. and [name] _____, [title] _____, [address], _____, [telephone number] _____.

Hampton Inns Franchise LLC authorizes the respective state agencies identified on Exhibit J to receive service of process for it in the particular state.

I received a disclosure document dated March 31, 2010 that included the following Exhibits:

Exhibit A	List of Licensed Hotels (as of December 31, 2010)
Exhibit B	List of Licensed Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest During FY 2010
Exhibit C	Financial Statements
Exhibit D	Franchise License Agreement, Rider, Attachment A and State Addenda
Exhibit D-1	Development Incentive Promissory Note
Exhibit E	Guarantee of Franchise License Agreement
Exhibit F	Franchise License Application
Exhibit G	Computer System Agreements (HITS Agreement/HSIA Agreement)
Exhibit H	Table of Contents of Brand Standards Manual
Exhibit I	State Administrators
Exhibit J	Agents for Service of Process
Exhibit K	State Addenda to Franchise Disclosure Document
Exhibit L	Voluntary Termination Agreement (Franchise License Agreement)
Exhibit M	Receipt

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

If an individual:

(Name of Entity)

(Signature)

By: _____
(Signature)

(Printed Name)

Printed Name: _____

Date: _____

Title: _____

Date: _____

CITY/STATE OF PROPOSED HOTEL(S): _____

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO:

EXHIBIT M

RECEIPT

Hampton Inns Franchise LLC

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Hampton Inns Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Rhode Island requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan and Washington require 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 Hampton Inns 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, DC 20580 and the state agency listed on Exhibit I.

The franchisor is Hampton Inns Franchise LLC, located at 7930 Jones Branch Drive, Suite 1100, McLean, VA 22102. Its telephone number is (703) 883-1000.

Issuance date: March 31, 2011

The franchise seller for this offering is Hilton Worldwide, Inc. and [name] _____, [title] _____, [address], _____, [telephone number] _____.

Hampton Inns Franchise LLC authorizes the respective state agencies identified on Exhibit J to receive service of process for it in the particular state.

I received a disclosure document dated March 31, 2011 that included the following Exhibits:

Exhibit A	List of Licensed Hotels (as of December 31, 2010)
Exhibit B	List of Licensed Hotels Terminated, Canceled, Not Renewed or with Changes in Controlling Interest During FY 2010
Exhibit C	Financial Statements
Exhibit D	Franchise License Agreement, Rider, Attachment A and State Addenda
Exhibit D-1	Development Incentive Promissory Note
Exhibit E	Guarantee of Franchise License Agreement
Exhibit F	Franchise License Application
Exhibit G	Computer System Agreements (HITS Agreement/HSIA Agreement)
Exhibit H	Table of Contents of Brand Standards Manual
Exhibit I	State Administrators
Exhibit J	Agents for Service of Process
Exhibit K	State Addenda to Franchise Disclosure Document
Exhibit L	Voluntary Termination Agreement (Franchise License Agreement)
Exhibit M	Receipt

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity:

If an individual:

(Name of Entity)

(Signature)

By: _____
(Signature)

(Printed Name)

Printed Name: _____

Date: _____

Title: _____

Date: _____

CITY/STATE OF PROPOSED HOTEL(S): _____

PLEASE SIGN THIS RECEIPT IN DUPLICATE, RETAIN ONE FOR YOUR RECORDS, AND RETURN ONE SIGNED COPY (FRONT AND BACK) TO: