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FRANCHISE DISCLOSURE DOCUMENT

G6 Hospitality Franchising LLC
a Delaware limited liability company
2633 McKinney Avenue, Suite 130-524
Dallas, Texas 75204
972-360-5434
franchisesales@g6hospitality.com
www.motel6.com / www.facebook.com/motel6 / www.twitter.com/motel6
www.youtube.com/motel6 / www.instagram.com/motel6

The franchise is for the operation of a Motel 6® motel offering limited services and limited amenities, designed to compete directly with other brands in the transient economy segment of the lodging market ("Motel").

The total investment necessary to begin operation of a newly constructed 100 room Motel (excluding land acquisition costs) is $6,251,265 to $8,239,350. The total investment necessary for conversion of a 100 room Motel (excluding land acquisition costs) is $195,259 to $1,471,540. This total investment includes $41,300 in fixed pre-opening fees that must be paid to us or our affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tina Burnett, Chief Development Officer, 2633 McKinney Avenue, Suite 130-254, Dallas, Texas 75204, email: Burnett_Tina@g6hospitality.com or telephone: 972-360-5434.

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 an 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, D.C. 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.

Date of Issuance: March 5, 2025

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How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits G-1, G-2, or G-3.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit H includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Motel 6 business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Motel 6 franchisee?	Item 20 or Exhibits G-1, G-2, and G-3 list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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TABLE OF CONTENTS

		Page
ITEM 1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	5
ITEM 3	LITIGATION	7
ITEM 4	BANKRUPTCY	9
ITEM 5	INITIAL FEES	9
ITEM 6	OTHER FEES	12
ITEM 7	ESTIMATED INITIAL INVESTMENT	22
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	26
ITEM 9	FRANCHISEE'S OBLIGATIONS	29
ITEM 10	FINANCING	30
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	31
ITEM 12	TERRITORY	40
ITEM 13	TRADEMARKS	41
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	43
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	44
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	44
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	44
ITEM 18	PUBLIC FIGURES	49
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	49
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	51
ITEM 21	FINANCIAL STATEMENTS	61
ITEM 22	CONTRACTS	62
ITEM 23	RECEIPTS	62

EXHIBITS

EXHIBIT A	LIST OF STATE ADMINISTRATORS
EXHIBIT B	AGENTS FOR SERVICE OF PROCESS
EXHIBIT C	FRANCHISE APPLICATION
EXHIBIT D	FRANCHISE AGREEMENT
EXHIBIT E	GENERAL RELEASE
EXHIBIT F	MANUAL TABLE OF CONTENTS
EXHIBIT G-1	LIST OF FRANCHISED MOTELS AT LAST FISCAL YEAR END
EXHIBIT G-2	LIST OF FRANCHISE AGREEMENTS SIGNED BUT MOTEL NOT YET OPEN
EXHIBIT G-3	LIST OF FRANCHISEES WHO LEFT SYSTEM IN LAST FISCAL YEAR
EXHIBIT H	FINANCIAL STATEMENTS
EXHIBIT I	STATE ADDENDA TO DISCLOSURE DOCUMENT
EXHIBIT J	RECEIPTS

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

This disclosure document describes Motel 6 Motel franchises. In this disclosure document, "we," "us," and "our" means G6 Hospitality Franchising LLC, the franchisor, and "you" or "your" means the purchaser of the franchise. If you are a corporation, limited partnership or limited liability company, certain provisions of the Agreement will also apply to your Owners. These provisions will be addressed in this disclosure document where appropriate. Except as specifically stated otherwise, "you" does not include the Owners of a franchisee that is a corporation, limited partnership, or limited liability company.

The Franchisor

We are a Delaware limited liability company organized in January 2005, whose original name was Accor Franchising North America, LLC. The name was changed in July 2012. Our principal business address is 2633 McKinney Avenue, Suite 130-524, Dallas, Texas 75204. We conduct our business under our legal name and offer franchises in the United States under the service marks "Motel 6®", "Studio 6®" and "Collection 6™". We do not conduct business under any other name. We began offering franchises for Motel 6 Motels in January 2005. We do not operate Motel 6 Motels. We also offer franchises for Studio 6 extended stay motels ("Studio 6 Extended Stay Motels") and Studio 6 suites motels ("Studio 6 Suites") (together, "Studio 6 Motels") under a separate disclosure document. We began offering franchises for Studio 6 Motels in January 2005. We do not operate Studio 6 Motel locations. We began offering franchises for Collection 6 motels ("Collection 6 Motels") in January 2025. We do not operate Collection 6 Motels. We have never offered franchises in any other line of business. Our agents for service of process are listed on Exhibit B. The Motel 6 System has been continuously operating since 1962.

Our Parents, Predecessors and Affiliates

Between October 2012 and November 2024, G6 Hospitality Franchising LLC was indirectly owned by BRE/Everbright M6 LLC ("Everbright"). Everbright was the sole member of IBL Limited, LLC ("IBL"), which was the sole member of our intermediate parent, G6 Hospitality LLC, a Delaware limited liability company ("G6 Hospitality"), whose principal business address is the same as ours. G6 Hospitality owns and controls us through a series of wholly-owned financing subsidiaries. Our operations are managed by G6 Hospitality under a services agreement. G6 Hospitality also provides certain franchise services including but not limited to procurement, e-procurement services, billing, marketing, reservations, renovation assistance, and customer service to our franchisees, directly or through additional affiliates. G6 Hospitality was organized on June 17, 1985, as Motel 6 G.P., Inc., a Delaware corporation.

On December 17, 2024, OYO Hotels Inc. ("OYO Hotels") purchased IBL. OYO Hotels is a corporation formed in the State of Delaware on November 29, 2018. OYO Hotels maintains its principal place of business at 2633 McKinney Avenue, Suite 130-524, Dallas, Texas 75204.

The direct parent of OYO Hotels is OYO Rooms and Hospitality UK Ltd. ("OYO R & H"), a company registered under the laws of United Kingdom in the United Kingdom in August 2018. The direct parent of OYO R & H is OYO Hospitality UK Ltd. ("OYO Hospitality"), a company registered under the laws of United Kingdom in the United Kingdom in August 2018. OYO R & H and OYO Hospitality have their principal address at 124 City Road, London, United Kingdom, EC1V 2NX. The direct parent of OYO Hospitality is Oravel Stays Singapore Pte. Limited, a company organized under the laws of Singapore in August 2015, which has it principal address at 72, Circular Road, # 02-01, Singapore (049426) ("Buyer Parent"). Buyer Parent's direct parent is Oravel Stays Limited, a company registered under the laws of India in February 2012, which has its principal address at Ground Floor-001, Mauryansh Elanza, Shyamal Cross Road, NR. Parekh Hospital, Satelite, Ahmedabad, Gujarat 380015, India.

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OYO Hotels is engaged in the business of providing a new age technology platform that aims to empower small hotel entrepreneurs and owners to efficiently manage and operate their hotels and homes by providing full-stack technology products and services, to ease operations, bringing easy-to-book, affordable accommodation to customers. OYO Hotels also provides revenue management services to small hotel entrepreneurs and owners either through itself or through one of its affiliated entities named Powerstation AI, LLC ("Powerstation"). Powerstation was formed in the State of Delaware and having its principal place of business at 2633 McKinney Avenue, Suite 130-524, Dallas, Texas 75204, USA.

As of December 31, 2024, there were 1,195 franchised Motel 6 locations in the US and no Motel 6 locations owned by our affiliates in the US, for a total of 1,195 Motel 6 locations in the US. As of December 31, 2024, there were 219 franchised Studio 6 Extended Stay Motel locations in the US and no Studio 6 Extended Stay Motel locations owned by our affiliates in the US, for a total of 219 Studio 6 Extended Stay Motel locations in the US. As of December 31, 2024, there were 54 franchised Studio 6 Suites locations in the US and no Studio 6 Suites locations owned by our affiliates in the US, for a total of 54 Studio 6 Suites locations in the US. There were no Collection 6 franchised Motels as of December 31, 2024.

Our affiliate, G6 Hospitality Franchising Canada L.P. ("G6 Canada") is a Delaware limited partnership with an extra-provincial registration in Ontario and has the same principal business address as us. G6 Canada has offered franchises in Canada for the Motel 6 and Studio 6 brands since October 2012. G6 Canada's former affiliate, Accor Canada, Inc. ("Accor Canada"), offered franchises in Canada for the Motel 6 brand beginning in September 2001, for the Studio 6 brand beginning in April 2002 and for the Novotel brand beginning in December 2002. Accor Canada entered in a master franchise agreement with Realstar Hospitality Corporation ("RHC") in 2003 which granted RHC the right to subfranchise, develop and operate Motel 6 Motels, Studio 6 Motels, and Novotel hotels in Canada. The master franchise agreement was amended in November 2007 to terminate RHC's rights to subfranchise, develop and operate Novotel hotels in Canada. The master franchise agreement was amended in July 2011 to allow RHC to subfranchise motel properties by converting them to a Motel 6 Motel. Accor Canada assigned its rights and obligations under the master franchise agreement with RHC to G6 Canada in October 2012. As of December 31, 2024, RHC had subfranchised 31 Motel 6 Motels, 2 Studio 6 Extended Stay Motels, and no Studio 6 Suites Motels in Canada. As of December 31, 2024, our affiliates owned or operated no Motel 6 Motels, no Studio 6 Extended Stay Motels, and no Studio 6 Suites Motels in Canada.

Our affiliate, G6 Hospitality International, Inc. ("G6 International") is a Delaware corporation with the same principal address as us. G6 International has offered transient economy lodging franchises since 2014 in Mexico, Central America and South America under the brand names Hotel 6 and estudio 6. As of December 31, 2024, there were no open or operating franchised properties in Mexico, Central America, or South America.

Our affiliate, G6 Hospitality International India, Inc. ("G6 India") is a Delaware corporation with the same principal address as us. G6 India has offered transient economy lodging franchises in India since 2017 under the brand name, Hotel 6, Motel 6, and Studio 6. As of December 31, 2024, there were no open or operating franchised properties in India.

Except as described above, none of our parents, predecessors, or affiliates offer or have offered franchises in any other line of business.

The Franchise

We offer franchises for the establishment and operation of transient economy lodging facilities offering lodging services with limited amenities at a price that competes directly with other brands in the transient economy segment of the lodging industry, and which operate under the "Motel 6" name and mark and the

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Motel 6 System ("Motel" or "Motel 6 Motel"). The Motel 6 System is a distinctive system ("System") whose distinguishing characteristics include, among others, a designated Property Management System, a reservation system ("Reservation System"), and a marketing program ("Marketing Program"). Typical amenities and services include lobby coffee service, vending areas, limited in-room amenities, guest laundry (varies by location) and swimming pools (varies by location). We periodically modify aspects of the System.

Motels are identified by the name and mark "Motel 6," and by certain other trade names, service marks, trademarks, logos, emblems and indicia of origin ("Proprietary Marks"). If you have a qualifying property or location, based upon geographic location, room count and nature of the market, we may permit, in our sole and absolute discretion, you to establish a Motel with certain enhanced finishes, furniture, fixtures and equipment, and expanded amenities (such as enhanced lobbies and outdoor areas) and additional in-room amenities, and to utilize the designation "Classic" in connection with the Motel 6 name and mark at your Motel. We may change or designate other Proprietary Marks for use in the System.

The terms, conditions, and obligations under which you operate the Motel are described in a franchise agreement that you and we sign before you begin operations ("Agreement") (see Exhibit D). You must also sign a Technology License and Service Agreement ("Technology Agreement") (see Attachment 4 to the Agreement) with us for the technical services provided by us or our affiliates and licenses or sublicenses for certain software or services used in operating the Motel. Before signing an Agreement or the Technology Agreement, you must sign and submit to us a franchise application including authorization for a credit check and background check ("Application") (see Exhibit C).

To promote uniform quality in Motels operating under the System, we have prepared confidential operating and Brand Standards Manuals and other resources ("Manuals") which contain mandatory and recommended Standards and procedures for operating your Motel and maintaining consistent quality across the System.

The franchises described in this disclosure document are offered for the operation of newly constructed motels and for the conversion of existing properties to Motels or renovation of the property as required under the Standards at the time of Transfer or Renewal.

If you satisfy our qualifications, we may offer you franchises for both a Motel and a Studio 6 motel ("Studio 6 Motel") to be operated at the same location, either within the same building or in separate buildings adjacent to one another, but in each case with a shared lobby ("Dual Brand Operation"). To obtain a franchise for a Motel to be operated as part of a Dual Brand Operation, you must execute (1) an Agreement for the Motel, (2) a franchise agreement for a Studio 6 Motel, which is substantially similar to the Agreement and attached as an exhibit to the Studio 6 Franchise Disclosure Document ("Studio 6 Agreement"), (3) a Dual Brand Addenda to the Agreement and (4) a Dual Brand Addenda to the Studio 6 Agreement. You must also satisfy all of our then-current requirements for Dual Brand Operations, which may include the following, among others: (1) the same individual or entity must be the franchisee under both the Agreement and the Studio 6 Agreement; (2) the Dual Brand Operation must contain a minimum total room count of 100 rooms, with no less than 30% of the total rooms to be included in the inventory of the Studio 6 Motel; and (3) we must approve the proposed room configuration, layout and any other changes to both the Motel and the Studio 6 Motel.

Unless otherwise defined, all defined terms used in this disclosure document have the meanings given to them in the Agreement.

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LIGHT THE WAY Diversity Incentive Programs

We currently offer incentives designed to encourage underrepresented minority investors to join the Motel 6 and/or Studio 6 Systems through our LIGHT THE WAY Incentive Programs ("LIGHT THE WAY"). We launched LIGHT HER WAY geared to women investors and may add programs for other underrepresented minorities. To qualify for LIGHT THE WAY, you must meet our then-current eligibility requirements. Currently, if you qualify for LIGHT THE WAY, we may offer you certain financial and operational incentives such as: a personalized mentorship program, a reduction in the Franchise Fee (see Item 5), a temporary reduction in royalty fee (see Item 6), waiver of the Sales360 program fee for a year (see Item 6), waiver of the General Manager training fee for two attendees (see Items 6 and 11) and/or other financial or operational assistance. We have the sole right to determine which incentives are appropriate for each qualifying candidate. We may add new LIGHT THE WAY programs or modify or discontinue any of our LIGHT THE WAY programs at any time.

The Market and Competition

The primary market for Motels is that segment of the traveling public interested in low-cost accommodations and basic lodging facilities, and who are willing to forgo some services and amenities (such as restaurants, health clubs, etc.). Most Motel 6 guests do not receive reimbursement for their travel expenses.

We anticipate that you will locate the Motel in an area most convenient to a traveler. These locations will vary by market area, and may include locations near airports, tourist destinations, major highway routes, and other sites that provide easy access for a traveler.

The market for economy lodging services is well-developed. The lodging industry is very competitive in general, and particularly the submarket that appeals to the price-conscious traveler. The Motel is an economy motel offering limited amenities, and intended to compete directly with other economy lodging facilities that offer basic, no frills, lodging accommodations, as opposed to more expensive hotels and motels that offer accommodations with additional services to the public.

Industry-Specific Regulations

Your franchised Motel business must conform to innkeeper liability laws, laws and regulations regarding motel operation and occupancy; laws regulating the posting of motel room rates; motel room occupancy tax laws; laws applicable to zoning and construction, marketing and advertising, price gouging, gaming, and manufacturing; laws applicable to public accommodations and services such as the Americans with Disabilities Act ("ADA"); laws applicable to handling of sensitive personal information, data privacy and security, such as the Health Insurance Portability and Accountability Act ("HIPAA") and Payment Card Security Data Security Standards ("PCI-DSS"); laws applicable to health and safety, fire and life safety, labor and employment; and, if applicable to your location, laws related to food service and operation of swimming pools. In addition, laws of general application may apply to your Motel. You should consult your attorney for more information on these laws. You should also discuss ADA and state and local accessible facilities requirements with your architect. Finally, you are prohibited from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where this is a credible reason to believe that a guest, employee, or other individual is in immediate danger and is a risk of serious bodily injury or death.

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ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer: Gautam Swaroop

Gautam Swaroop has been our Chief Executive Officer since December 2024. He has held the same position for OYO (International Hotels and Homes) since April 2020. From February 2019 to May 2020, he led the OYO China business as the CEO.

Chief Development Officer: Tina Burnett

Tina Burnett has been our Chief Development Officer since November 2021. She was Division Vice President – Franchise Brand Performance for G6 Hospitality from April 2019 to November 2021. Ms. Burnett was our Vice President – Franchise Strategy and Development from July 2018 until April 2019. She was Managing Director of Development for G6 Hospitality from July 2015 until July 2018.

Country Head and Chief Operational Officer: Sonal Sinha

Sonal Sinha has been Country Head and Chief Operational Officer since December 2024. He has held the same position for OYO Hotels since July 2024. He was Chief Financial Officer and Chief Operational Officer for OYO Hotels and its affiliates from December 2021 to July 2024. He was Chief Financial Officer and Vice-President for OYO Hotels from May 2021 to December 2021. He was Vice President-International Business Finance for OYO Hotels and some of its affiliates from January 2019 to September 2021.

Legal Counsel: Jonathan Wilfong

Jonathan Wilfong has been our Legal Counsel since December 2024. He has held the same position for OYO Hotels since December 2022. Prior to 2022, he worked with Prayer Oil & Gas LLC/Presser Construction, Inc. in Houston, TX as their In-house Counsel for Texas and Louisiana Assets.

Head of Finance: Sonam Mohla

Sonam Mohla has been our Head of Finance since December 2024. She has held the same position for the affiliates of OYO Hotels since Aug 2024. Before joining OYO, she was the Head of Finance for Namshi.com and Noon based in Dubai from December 2020 to July 2024. Prior to December 2020, she was the Head of Finance for Wadi.com in UAE.

Head of Human Resources: Rachita Behl

Rachita Behl has been our Human Resources Head since December 2024. She has held the same position for the affiliates of OYO Hotels since November 2023. She was HRBP Lead- International Markets for OYO Hotels and its affiliates from March 2022 to October 2023. From October 2020 to February 2022, she held the position of Chief of Staff- CHRO Office India. Prior to October 2020, she was an HRBP Lead in the East region of India market for OYO Hotels.

Senior Vice President- Business Development- Nikhil Heda

Nikhil Heda has been our Senior Vice-President – Business Development since December 2024. He has held the same position for OYO Hotels since July 2024. He was Vice-President – Business Development

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for OYO Hotels from April 2021 to July 2024. He was Vice President- Operations as the Region Head for West USA for OYO Hotels from December 2019 to March 2021.

Vice President- Brand Performance, West Region- Anuj Ladha

Anuj Ladha has been our Vice-President – Brand Performance, West Region since December 2024. He held the position Vice President Business Development for West Region for OYO Hotels since January 2023. He was Vice-President – Revenue Management for OYO Hotels International from June 2021 to December 2022. He was Senior Director Revenue Management for OYO USA from December 2019 to June 2021.

Vice President- Brand Performance, East Region- Nishant Boorla

Nishant Boorla has been our Vice-President – Brand Performance, East Region since December 2024. He held the position Country Head - Latin America for OYO Hotels since June 2021. He was Director – Revenue Management for OYO Hotels International from May 2020 to May 2021. He was Director International Business for OYO International from January 2019 to April 2020. He was Head - Business Development, Telangana for OYO India from October 2016 to December 2019.

Head of Revenue, E-Commerce and Sales: Subhankar Choudhary

Subhankar Choudhary has been our Head of Revenue, E-Commerce and Sales since December 2024. He held the position VP - Revenue Management for OYO International (US + UK + LATAM) since July 2022. He was Finance Head for OYO US and LATAM from April 2021 to June 2022. He was AVP International Business for OYO International and leading Business Development Strategy for US from April 2020 to March 2021. He was Director International Business and leading Central Business Development & Deal Strategy for OYO International from February 2019 to March 2020

G6 Hospitality

In addition to the individuals described above, the following individuals hold positions with G6 Hospitality, which provides franchise sales and operational support to us.

Vice President – Franchise Development: Ripal Patel

Ripal Patel has been Vice President – Franchise Development for G6 Hospitality since January 2024. He was Regional Vice President – Franchise Development for G6 Hospitality from January 2021 to January 2024. Mr. Patel was Director – Franchise Development for G6 Hospitality from May 2015 to January 2021. He was a franchise developer for G6 Hospitality from February 2013 through May 2015.

Vice President – Franchise Development Services: Curt Eiffert

Curt Eiffert has been Vice President – Franchise Development Services for G6 Hospitality since March 2022. He was Managing Director – Operations Support Services for G6 Hospitality from September 2018 to March 2022. Mr. Eiffert was Director – Property Opening for G6 Hospitality from June 2015 to September 2018.

Director – Franchise Administration: Rhonda Payne

Rhonda Payne has served as Director – Franchise Administration for G6 Hospitality since June 2018. She served as Director – Franchise Operations for G6 Hospitality from July 2014 to June 2018.

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Unless otherwise stated, all individuals listed above are based either in our Dallas, Texas USA offices or in our Gurgaon, Haryana, India office.

ITEM 3
LITIGATION

Pending Litigation

MS & Sons Hospitality, LLC, Mukesh K. Patel and Bhavin Patel v. G6 Hospitality LLC and Does 1-10: United States District Court for the Central District of California; Case No.5:23-cv-01227; and *G6 Hospitality Franchising LLC and G6 Hospitality IP, LLC v. MS & Sons Hospitality, LLC and Mukesh Patel*, Denton County District Court, Case No. 23-7856-211. On May 26, 2023, we terminated our Agreement with MS & Sons Hospitality, LLC ("MS & Sons") for failure to cure multiple defaults under the Agreement and for maintaining fraudulent books and records. On June 23, 2023, MS & Sons filed an action in federal court in California, asserting against us, and unnamed individuals associated with us, certain claims, including breach of contract, unfair and unlawful business practices under California Business & Professions Code §17200, et seq., and violation of federal civil rights under 42 U.S.C. §1982. We have not been served with the suit. If served, we will seek to dismiss the case, or will file an answer denying all claims. On September 5, 2023, we filed suit against MS & Sons, our former franchisee, and Mukesh Patel, as guarantor, asserting breach of contract, seeking to recover our post-term damages and other losses. In this case, we received default judgment in G6 Hospitality Franchising LLC's favor. Final default judgment hearing date to be determined.

Prior Actions

Park Property Management, LLC v. G6 Hospitality Franchising LLC, et al., G6 Hospitality Franchising LLC v. Joseph Park: Fourth District Court of Utah County, State of Utah, Central Division; Civil No.180401843. On September 19, 2016, we terminated our Agreement with Park Property Management, LLC ("Park Management") for failure to cure a default under the Agreement for nonpayment of fees. On November 16, 2018, Park Management filed this action in state court in Utah, asserting against us, Jackie Nelon (our franchise developer), and Don Finley (our former Vice President of Development) certain claims including breach of contract (against us), breach of the implied covenant of good faith and fair dealing (against us), fraud, negligent misrepresentation, promissory estoppel (against all Defendants), and violation of Utah Consumer Sales Practices Act (against us). On December 12, 2018, we filed an answer denying all claims and included a counterclaim against Park Management for breach of contract and restitution and a third-party claim against Joseph Park, a principal of Park Management, for breach of his guaranty agreement. The parties reached a settlement, which Park Management subsequently and allegedly failed to abide by. In June 2020, the Court entered an order enforcing the settlement and dismissed the action with prejudice and awarded us our reasonable attorneys' fees. Park Management filed a notice of appeal. On June 16, 2022, the Utah Court of Appeals affirmed the trail court's order enforcing the settlement and awarded attorney's fees to us. Park Management further appealed and filed its petition for writ of certiorari with the Utah Supreme Court. On November 23, 2022, the Utah Supreme Court denied the petition for Writ of Certiorari, thus upholding the lower appellate court's holding enforcing the settlement in our favor. We sought and were granted an amended final judgment on September 11, 2023, that includes the attorney's fees we incurred defending the appeal to the Utah Supreme Court.

Jane V., John A., John E., Jane F., John D., John M., Jane N., and John W., individually and on behalf of all others similarly situated v. Motel 6 Operating, L.P. and G6 Hospitality LLC, United States District Court for the District of Arizona. On or about January 23, 2018, the Mexican American Legal Defense And Educational Fund, Inc. ("MALDEF") filed suit against our affiliate and predecessor Motel 6 Operating, L.P. and our parent G6 Hospitality LLC (collectively, the "Affiliated Entities") on behalf of certain resident

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individuals in Arizona and others similarly situated, challenging the Affiliated Entities' alleged "corporate policy and/or practice of disclosing guest registration information, including guests' personal information, to agents of United States Immigration and Customs Enforcement ("ICE") within the U.S. Department of Homeland Security ("DHS")." These plaintiffs sought to certify a class for claims of alleged discrimination in violation of 42 U.S.C § 1981, conspiracy in violation of 42 U.S.C. § 1985(3), violation of the Fourth Amendment, Consumer Fraud in Violation of A.R.S. § 44-1522, tort for intrusion upon seclusion in violation of Arizona law, and false imprisonment in violation of Arizona law. By Joint Motion dated November 2, 2018, the parties sought court approval of an agreed Settlement, pursuant to which the Affiliated Entities would pay certain damages, attorney fees and costs, as well as enter into an agreed three-year consent decree. The court held a Final Approval Hearing on February 7, 2020, and the court approved the parties' joint motion to approve the settlement agreement and entered an order certifying the class for that purpose on February 18, 2020. The court also entered a Consent Decree requiring the Affiliated Entities to change its practices and procedures for sharing of guest information with federal immigration authorities over a three-year period, including but not limited to adopting a brand standard prohibiting Motel 6 and Studio 6 franchised properties from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where there is a credible reason to believe that a guest, employee or other individual is in immediate danger and is a risk of serious bodily injury or death. The court's order also authorized the Claims Administrator to distribute funds to class claimants in varying amounts from the total settlement fund of $10,000,000, obligated the Affiliated Entities to fund the administration of the claims process in an amount not to exceed $1,000,000, and required payment of $500,000 in attorneys' fees to counsel for the class. The three-year period under the Consent Decree expired by its own terms on February 18, 2023.

Government Actions

State of Washington v. Motel 6 Operating, L.P. and G6 Hospitality LLC, King County Superior Court of the State of Washington, No. 18-2-00283-4SEA. On or about February 2, 2018, the State of Washington filed suit against the Affiliated Entities alleging that the Affiliated Entities "employed a corporate policy or practice of providing guest registry information, including the guests' personal identifying information, upon request to agents of U.S. Immigration and Customs Enforcement within the Department of Homeland Security. The State of Washington alleged claims for unfair or deceptive acts and discrimination under Washington's Consumer Protection Act and discrimination under Washington law. On April 4, 2019, the State of Washington and the Affiliated Entities filed a Joint Motion for entry of a negotiated Consent Decree. On April 26, 2019, the Court approved the agreed 3-year consent decree providing for certain changes to the Affiliated Entities' practices and procedures for sharing of guest information with federal immigration authorities, including but not limited to adopting a brand standard prohibiting Motel 6 and Studio 6 franchised properties from providing guest information to federal immigration authorities unless they provide a judicially enforceable warrant or subpoena, or if it is necessary to prevent a significant crime, or where there is a credible reason to believe that a guest, employee or other individual is in immediate danger and is a risk of serious bodily injury or death, as well as operating 24-hour hotline to field questions from the Affiliated Entities employees about these policies and an online complaint mechanism for guests, implementing training programs regarding these policies, maintaining specified records, and submitting a compliance plan and regular reports to the State of Washington. We agreed to pay $12,000,000 to the Attorney General of the State of Washington as a settlement fund to be used by the Attorney General's office for restitution, compensation to individuals for monetary damages claimed to be related to the Affiliated Entities' alleged actions, and other costs and expenses incurred by the Attorney General's office in pursuing these claims and administering the settlement funds. The 3-year period under the Consent Decree expired by its own terms on April 26, 2022.

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Collection Actions Initiated by Franchisor

G6 Hospitality Franchising LLC vs. Aesha LLC, Savita Hospitality LLC, Mukesh Bhakta, and Mukund Patel. Case No. 24-11146-431, Filed November 25, 2024

Other than the 5 actions described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Fixed Pre-Opening Fees

Below are the fees that you will pay to us or our affiliates before opening your Motel if you are (i) constructing a new Motel, (ii) converting an existing motel to a Motel 6 Motel or (iii) converting a corporate-owned Motel to a franchised Motel. See Item 6 for fees that apply for a Transfer or Renewal. Unless otherwise noted, all fees are uniformly imposed, payable to us or our affiliates, and non-refundable.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Application Fee	Currently, $5,000	No later than the date you sign the Agreement	We may ask you to pay this fee any time before you sign the Agreement after certain legal requirements are satisfied. This fee is fully earned and non-refundable when paid. For a Dual Brand Operation, you must pay a separate Application Fee for the Motel and the Studio 6 Motel
Site Evaluation Fee (new construction) PIP Fee (conversions)	Currently $1,950	No later than the date you sign the Agreement	We may ask you to pay this fee any time before signing the Agreement after certain legal requirements are satisfied. If we reject your Application before performing the site evaluation or preparing a PIP, we will refund your fee. For New Construction, the fee covers our review of the proposed site for your Motel and includes travel and related expenses for up to one site visit. For Conversions, the fee covers our preparation of a PIP outlining required renovations for conversion to a Motel 6 Motel and includes travel and related expenses for one site visit. For Dual Brand Operation, if the Applications for both brands are submitted at the same time, you will only pay one Site Evaluation or PIP Fee.
Franchise Fee	Currently $25,000	Payable upon	We may, in our sole discretion, reduce the Franchise Fee if: you or your affiliates are an existing Motel 6 and/or Studio 6 franchisee in

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NAME OF FEE	AMOUNT	DUE DATE	REMARKS
		signing the Agreement	compliance with their Agreements; you are signing multiple Agreements at the same time; we determine a reduction is appropriate due to market conditions or market penetration; or if you qualify for a LIGHT THE WAY incentive program (see Item 1). For Dual Brand Operation, you must pay a Franchise Fee for the Motel and for the Studio 6 Motel.
Opening Package Fee	Currently $4,750	Payable upon invoice before opening	Currently, the Opening Package Fee covers initial General Manager training for one trainee (see Item 11); an initial property photography package for our websites (see Item 6), one email license for the Motel, and the opening kit (signage, labels, and various other supplies we specify). For a Dual Brand Operation, you will receive two email licenses and pay only one Opening Package Fee if both the Motel and the Studio 6 Motel are ready for the property photography package at the same time and open at the same time. We may reduce the Opening Package Fee if you qualify for a LIGHT THE WAY incentive program (see Item 1). We may, in our sole discretion, increase the Opening Package Fee by a reasonable amount between the date you sign the Agreement and your Opening Date, to cover our costs associated with the Opening Package.
Opening Assistance Fee	Currently $4,600	Payable upon invoice before opening	Currently, the Opening Assistance Fee covers on-site opening assistance and training, pre- and post-opening administrative support and revenue management services, onsite installation of and training on the Property Management Software ("PMS") system, and other required technology and orientation of General Manager and motel staff to our Standards and processes (see Item 11). We may, in our discretion, conduct all or part of the training and assistance virtually. For a Dual Brand Operation, you will pay only one Opening Assistance Fee if the Motel and the Studio 6 Motel open at the same time. We may, in our sole discretion, increase the Opening Assistance Fee by a reasonable amount between the date you sign the Agreement and your Opening Date, to cover our costs associated with your opening assistance.

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Variable Pre-Opening Fees

Below are the fees that you will pay to us or our affiliates before opening your Motel if you are (i) constructing a new Motel, (ii) converting an existing motel to a Motel 6 Motel or (iii) converting a corporate-owned Motel to a franchised Motel. Unless otherwise noted, all fees are uniformly imposed, payable to us or our affiliates, and non-refundable. Unless otherwise noted, for a Dual Brand Operation, you must pay the applicable fee for both the Motel and the Studio 6 Motel. See Item 6 for similar fees that apply to a Transfer or Renewal.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Initial General Manager Training for Additional Person	Currently $750 per additional attendee	Upon Demand	Payable for each additional attendee if you include more than one attendee at the same Initial General Manager Training. We may waive the fee for one additional attendee if you qualify for a LIGHT THE WAY incentive program (see Item 1).
Ancillary Trip Fee	Currently $900	Upon demand	Payable for each additional round-trip visit we or our representatives make to your Motel post-opening: in connection with Opening Training and Assistance or if we agree to a PIP that includes phases to be completed post-opening.
Inspection/Re-Inspection Fee	Currently $3,000 to $5,000	Upon Demand	Payable for each inspection or re-inspection if we determine that we must inspect or re-inspect your Motel before Opening because: we cannot obtain required information from you; we cannot determine the status of your Motel; we cannot determine if you have complied with the project requirements or milestone dates; or you notify us that your Motel is ready for opening, but we or our agent find your Motel has not satisfied all requirements for opening. The amount varies depending on the extent of the non-compliance and the amount of time necessary to resolve it.
Opening Extension Fee	Currently $2,500 to $5,000	Upon demand	If you fail to timely open your Motel, you must pay us an opening extension fee for every 6-month extension until the Motel opens. The amount of the fee varies based on the status of the project and the degree of your communication and cooperation. For a Dual Brand Operation, if the extended Opening Date is the same for both the Motel and the Studio 6 Motel and both projects open on the extended Opening Date, you will pay only one fee, otherwise, you must pay the fee for each of the Motel and the Studio 6 Motel This fee does not apply to conversion from a corporate-owned Motel to a franchised Motel unless the Motel is closed for renovation.

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ITEM 6
OTHER FEES

NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
General			
Royalty Fee[1]	5% of Gross Room Revenues	Monthly upon Invoice	We may, in our sole discretion, reduce the Royalty Fee, for a designated period of time or for the Term of the Agreement if: you or your affiliates is an existing Motel 6 and/or Studio 6 franchisee whose existing locations are in compliance with their Agreements; you are signing multiple Agreements at the same time; we determine that a reduction is appropriate due to market conditions or market penetration; or you qualify for a LIGHT THE WAY incentive program (see Item 1).
Program Fee[1,2]	Currently 3% of Gross Room Revenues	Monthly upon Invoice	We may periodically increase the Program Fee but not by more than 0.5% in any 12-month period. Your Program Fee will not exceed a maximum of 5.5% of your Gross Room Revenues during the term of the Agreement.
Reservation Fee[1,3]	Currently 1% of Gross Room Revenues	Monthly upon Invoice	We may periodically increase the Reservation Fee but not by more than 0.5% in any 12-month period. Your Reservation Fee will not exceed a maximum of 2% of your Gross Room Revenues during the term of the Agreement.
Technology/IT Fees			
IT Services Fee	Currently $300 per month plus $3.05 per Authorized Guest Room per month	Monthly upon invoice	Payable commencing on the first day of the first month after your Motel opens as a Motel 6 to support the development, maintenance and operation of the PMS, support for Central Reservations, and maintenance for the revenue management system, website, software support and updates, and other PMS-related software support we provide, including integration, first level support, and Help Desk support. We may periodically modify or increase this fee.
PMS Software Fee	Currently $3.90 per Authorized Guest Room per month	Monthly upon invoice, in arrears	You must use our required PMS vendor and pay this fee for use of the PMS Software. We may periodically change the PMS vendor or modify or increase this fee.
Online Subscription Fee – Training	Currently $600 to $1,000	Annually upon invoice	You and your employees must participate in online training. The subscription fee for online training may vary. For a Dual Brand Operation, you pay one Online Subscription Fee for your Motel and Studio 6 Motel, collectively.
Portal Access Fee	Currently, $3 to $5 per user	Monthly	We may elect to begin charging this fee and may periodically modify or increase this fee. We will

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NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
			provide a seamless authorization, through a single sign-on, for services, systems, or other online applications we make available for you to operate your Motel (such as VersaPay and access to distribution partners). You will be granted access to other portal-based applications as they are made available. It will also provide for user self-service including password management and reset functionality.
Direct Connect Service / Channel Fees	Currently, $1.50 to $2.50 per reservation	Monthly	Payable if booked on a G6 direct connect platform for a third-party distributor or sales account and other non-OTA customers who connect directly or indirectly to our central Reservations System. You must reimburse us for development and maintenance expenses to build and maintain direct connectivity to distribution partners, as well as administrative services related to billing, dispute resolution and clearing (including overhead). In the future, we may charge per reservation booked through Motel6.com; any individual PPP; or any of our other consumer websites.
Motel-specific Premium Property Page ("PPP) / Microsite Fee	Microsite / PPP $299 set-up and $499 annually Professional Property Photos, $699 Single Brand or $999 Dual Brands Content Translation $199 set-up and $99 annually	Upon Invoice	All Motel 6 locations are listed on the Brand website and enrolled in global distribution systems (GDS). The PPP fee is payable if you choose to have a Motel-specific PPP. We must host any Motel-specific PPP. We may charge for professional property photos as all Motel images must meet minimum quality and size requirements as defined in the Manual. Any additional services you request will be provided at $25 per hour subject to availability.
Booking, Distribution and Sales-Related Fees/Pass-Through Costs			
Sales360 Program Fee	Currently $1,200	Monthly, upon Invoice	Payable if you elect to use this optional program designed to provide your Motel with dedicated local outside sales services (see Item 11 for a description). Currently, we may waive the fee for up to a year if you qualify for a LIGHT THE WAY incentive program (see Item 1).

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NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
Revenue Management for Hire Service	Basic Revenue Service: $499 to $699; Advanced Revenue Service: $700-$$999; and Premier Revenue Service with reputation management: $1000-$1999	Monthly, upon invoice	Payable if you elect to use these optional revenue management services (see Item 11 for a description). Either Service requires a 6-month minimum commitment.
Booking Fees and Travel Agency Commissions	Currently up to 20% of the total room rate and other commissionable charges	Upon Invoice	You must participate in the relationships that we have established with online travel agencies, metasearch engine agencies and affiliated companies. You must reimburse us and our affiliates for travel agency commissions and booking fees that we or they pay on your behalf to third parties for reservations at your Motel. If an agency's invoicing clearinghouse bills you, you must pay those amounts and any administrative fees to that clearinghouse.
CorporatePlus @6 Processing Fee	Currently 4% of CorporatePlus@6 room revenue and related taxes. CorporatePlus@6 accounts may be eligible for discount and/or rebates up to 20%.	Upon Invoice	You must participate in the CorporatePlus@6 program, which offers centralized nationwide billing privileges to companies who utilize a minimum number of room nights annually across the Motel 6, Studio 6 and Collection 6 brands (see Item 11). You must pay the processing fee on all amounts directly billed and any rebates applicable to qualifying room revenue. You may also participate in similar, optional Motel level direct billing programs if the customer is only using your Motel.
National Sales RFP Tool Fee	Currently $199	Annually	You must participate in the National Sales RFP Tool process and pay us or our affiliates this annual fee. The National Sales RFP Tool process makes your Motel visible to Travel Managers and Centralized Travel Planning Agencies, so you are eligible to take advantage of revenue from high-volume national sales accounts who are interested in conducting business with the Motel 6,Studio 6 and Collection 6 brands.
Group Reservation Fee	Currently $25 to $250 based on gross rooms revenue consumed	Monthly Upon Invoice	We may begin charging this fee during 2024 or later. If we elect to begin charging this fee, it is only payable for each completed group reservation booked by the Group Reservation Sales team, who provide individual quotes and maintenance of

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NAME OF FEE	AMOUNT*	DUE DATE	REMARKS*
			reservations that include 10 or more room nights per reservation. We may change this fee.
Conferences and Training			
Annual Conference Fee	Currently $1,850 to $5,000 per Motel for one attendee per Motel	Upon Invoice	You, or your managing owner or executive, must attend our annual conference and pay an Annual Conference Fee for each Motel you own. For a Dual Brand Operation, you pay one annual conference attendance fee for your Motel and your Studio 6 Motel, collectively. Each additional attendee will be charged an additional fee. We may change the requirements as to who must or may attend on behalf of a Motel and may change the amount of the fee annually. You must pay for any travel and related expenses of you and/or your employees to attend.
Additional Training	Currently $1,500 to $3,500 per person, depending on length of training program	Upon Invoice	We may offer optional training classes on-line, at our headquarters, at your Motel, or in your regional area. We may periodically require you or your employees to attend additional or refresher training programs if, among other things, you fail to comply with Standards, fail an assessment, or are placed in default. We may make completion of such training a condition of curing a default or clearing an assessment deficiency or quality failure. You must pay the per person fee for any optional training you elect to attend and/or any training we require. If training is not provided at your Motel, you must pay travel and related expenses of you and/or your employees to attend. If we provide training at your Motel, you must pay the travel and related costs for our trainers.
General Manager Training (Replacement)	Currently $1,500 per attendee	Upon Invoice	If you replace the General Manager at your Motel, the new General Manager must complete General Manager Training at our headquarters or virtually within 2 months after hire. This fee applies to General Manager training other than training included in the Opening Package, Transfer Package, Renewal Package or Additional Person fees.
General Manager Training (Additional Person)	Currently $750 per person	Upon Invoice	If you send or enroll more than one attendee to attend replacement General Manager Training at the same time, this fee will apply to each additional attendee.

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