

extend a suites® and MIPS License Agreement

This *extend a suites*® and MIPS License Agreement (“**Agreement**”) is made and entered into this the ____ day of _____, 2014 (“**Effective Date**”) between Schubert International, LLC, a Texas limited liability company (hereinafter referred to as the “**Company**”) and _____ (hereinafter referred to as the “**Licensee**”).

WHEREAS, Company has developed the registered trademark *extend a suites*® (“**Mark**”), has developed goodwill in the Mark and the use of the Mark in the hospitality industry and the Company has also developed certain marketing strategies and marketing improvement plans for use in the hospitality industry (“**MIPS**”);

WHEREAS, Licensee owns and operates or has a leasehold interest in and operates the hotel property, commonly known as _____ (“**Hotel**”), located at _____ (“**Property**”);

WHEREAS, Licensee desires to obtain a non-exclusive, limited term license to use the Mark in Licensee’s operation of the Hotel and Licensee also desires to gain access to the MIPS and Company desires to grant to Licensee a non-exclusive, limited term license to use the Mark and to access the MIPS pursuant to the terms of this Agreement;

NOW THEREFORE, for and in consideration of the premises and covenants contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE AND ACCESS:** Subject to the Licensee’s payment of the License Fee (defined in section 2 below) as any component thereof becomes due and the Licensee’s performance of the Licensee’s other obligations under this Agreement, the Company grants to Licensee a non-exclusive, non-transferrable (except as otherwise provided herein), non-assignable, revocable, limited term license (“**License**”) to use the Mark and to access the MIPS as set forth in this Agreement for a term of _____ (____) months, commencing on the Effective Date and expiring the ____ day of _____, 20____ (“**Term**”), unless sooner terminated as provided in this Agreement; the Term shall be renewed automatically upon its expiration (any such renewal term shall be referred to herein as a “**Renewal Term**”) unless either party gives written notice to the other, no later than sixty (60) days before the expiration of the Term or any Renewal Term, that said Term or Renewal Term shall not be renewed and shall expire at the expiration of said Term or Renewal Term.

2. **LICENSE FEE:** The License Fee is comprised of the Initial Access Fee and the Monthly Access Fee, which are described in further detail below (“**License Fee**”).

2.1 **Initial Access Fee.** The Licensee shall pay to Company, in full and good funds, the non-refundable sum of FIFTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$15,500.00 US) (“**Initial Access Fee**”). The Initial Access Fee shall be due on the Effective Date (“**Initial Access Fee Payment Date**”). Licensee shall deliver the Initial Access Fee to the Company’s address specified for notices set forth below, authorize Company to electronically debit the Initial Access Fee from the designated bank account pursuant to the ACH Form (defined in subsection 2.6 below) or, if requested by Company, deliver the Initial Access Fee via electronic funding transfer to the bank account specified by Company in a separate written notice to Licensee (“**Wire Transfer Notice**”).

2.2 Monthly Access Fee. Commencing on the Monthly Access Fee Payment Date (defined below), and on the fifteenth day of each succeeding month thereafter throughout the Term and each Renewal Term, Licensee shall pay to Company, sent to the Company's address specified for notices set forth below, through electronic debit of the designated bank account by Company as authorized pursuant to the ACH Form or, if requested by Company, sent via electronic funding transfer to the bank account specified by Company in the Wire Transfer Notice, in full and good funds, the "**Monthly Access Fee**" which is comprised of the following: a payment of _____ AND ____/100 DOLLARS (\$. US) per room at the Hotel ("**Room Fee**"), which may be adjusted as follows: (a) if the Hotel has 50 or more rentable rooms and Licensee is not in breach of this Agreement, Licensee shall be entitled to receive a discount of TWO AND 00/100 DOLLARS (\$2.00 US) off the Room Fee for each rentable room, or (b) if the Hotel has 100 or more rentable rooms and Licensee is not in breach of this Agreement, Licensee shall be entitled to receive a discount of FOUR AND 00/100 DOLLARS (\$4.00 US) off the Room Fee for each rentable room. The initial Monthly Access Fee payment shall be due on the Effective Date ("**Monthly Access Fee Payment Date**").

As of the Effective Date, the Hotel has _____ rentable rooms and based on any applicable discounts, the Room Fee (or discounted Room Fee as the case may be) payable by Licensee is currently _____ AND ____/100 DOLLARS (\$. US) and the initial Monthly Access Fee, due on the Monthly Access Fee Payment Date is _____ AND ____/100 DOLLARS (\$. US). This amount is subject to change as set forth in this Agreement.

2.3 Promotional Offers. Due to Licensee's expressed interest in and enthusiasm for the Company, the Mark and the MIPS, Company has offered to Licensee and Licensee has selected one of the following special promotional offers. In the event Licensee is not in breach of this Agreement, Licensee shall be entitled to receive and Company shall grant, as indicated by Company and Licensee's initials by the selected offer:

A special ***EIGHT THOUSAND AND 00/100 DOLLAR (\$8,000.00 US) discount*** off of the Initial Access Fee, if Licensee pays said discounted Initial Access Fee, in full and good funds, on the Effective Date, and a special ***six (6) month waiver of the Monthly Access Fee*** and a special six (6) month grace period extending the time of payment of the initial Monthly Access Fee and the Monthly Access Fee Payment Date, which, as a result of said grace period, shall be due and payable to Company on the seventh (7th) month after the Effective Date. Thus, in that event, the Licensee shall be deemed to have paid the entire Initial Access Fee, in full and good funds, by paying the sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00 US) on the Effective Date and Licensee shall pay the initial Monthly Access Fee of _____ AND ____/100 DOLLARS (\$____.____ US) on _____, 20____;

Initial to Select Promotional Offer 2.3 above: _____(Company) _____(Licensee)

2.3.1 **Breach.** Any breach of this Agreement by Licensee shall negate the Promotional Offers provided in subsection 2.3 and selected by Company and Licensee above and, in that event, in addition to the other remedies available to Company under this Agreement, at law and/or in equity, the full amount of the Initial Access Fee, as set forth in subsection 2.1 of this Agreement, if Licensee did not pay the discounted Initial Access Fee provided for in subsection 2.3(a) as of the Effective Date, and the full amount of the Monthly Access Fee, as set forth in subsection 2.2 of this Agreement, shall be immediately due and payable to Company, in full and good funds, upon written notice from Company to Licensee of any such breach (“**Breach Notice**”) and, within three (3) days of the date of the Breach Notice, Licensee shall pay, in full and good funds, said Initial Access Fee, or any amount thereof that may be outstanding (unless the full amount of the discounted Initial Access Fee was paid by Licensee on the Effective Date) and said Monthly Access Fee, or any amount thereof that may be outstanding, and deliver said fees to the Company’s address specified for notices set forth below, authorize Company to electronically debit said fees from the designated bank account pursuant to the ACH Form or, if requested by Company, deliver said fees via electronic funding transfer to the bank account specified by Company in the Wire Transfer Notice. In the event said breach occurs within the six (6) month waiver and/or grace period provided in subsection 2.3 of this Agreement, the waiver and/or grace period shall be fully forfeited by Licensee and shall be deemed nullified and void, and Licensee shall make Monthly Access Fee payments pursuant to subsection 2.2 of this Agreement; for the purpose of Licensee satisfying its Monthly Access Fee payment obligations in the event of such breach, the Monthly Access Fee Payment Date shall be deemed to be the date of the Breach Notice.

2.4 **License Fee Non-Refundable.** Licensee hereby acknowledges that use of the Mark and access to the MIPS are valuable consideration to Licensee and that any payment by Licensee to Company towards payment of the License Fee is deemed fully earned by Company upon grant of the License on the Effective Date and is non-refundable.

2.5 **Late Fee and Dishonored Payment.** In consideration for the administrative and other costs that Company may incur as a result of the Initial Access Fee or Monthly Access Fee payable by Licensee to Company not being paid timely and not paid within three (3) days of the date said amounts are due, in full and good funds, Licensee shall pay to Company a late fee in the amount of \$25.00 (“**Late Fee**”). Upon written notice of said Late Fee being assessed, Licensee shall pay to Company said Late Fee within three (3) days of receiving said notice. If any payment made by Licensee under this Agreement is not honored (i.e. the check bounces or the bank account or credit card information is invalid or rejected), Licensee shall pay to Company the greater of the sum of \$50.00 or the amount Company is charged by its banking institution for presenting said dishonored payment (upon Company giving written notice to Licensee of said charge from its banking institution), within fifteen (15) days of receiving written notice of said dishonored payment from the Company, for each such dishonored payment.

2.6 ACH Debit Authorization. By executing the ACH Debit Authorization Form (“**ACH Form**”) a copy of which is attached hereto as “Attachment 1” and incorporated herein, Licensee expressly authorizes Company to debit the bank account listed on the ACH Form as follows: (a) in the amount of the Initial Access Fee, on a one-time basis (or until said fee is paid in full and good funds) on the Initial Access Fee Payment Date when the Initial Access Fee becomes payable by Licensee to Company and (b) in the amount of the Monthly Access Fee, on a monthly basis during the Term and any Renewal Term (or as frequently necessary until said fee is paid in full and good funds) beginning on the Monthly Access Fee Payment Date and for each month thereafter when the Monthly Access Fee becomes payable by Licensee to Company. If the bank account listed on the ACH Form does not have sufficient funds to pay the Initial Access Fee and/or any Monthly Access Fee, Company may, in addition to the other remedies available to it under this Agreement, demand that any further payment due from Licensee be submitted in the form of certified check or money order payable to Company, sent to the Company at the address set forth below for notices, or, if requested by Company, via electronic funding transfer to the bank account specified by Company in the Wire Transfer Notice. Any charge imposed upon Licensee by its bank in connection with the debits made pursuant to this Agreement shall be paid by Licensee.

2.7 Survival. The provisions of this section 2 of the Agreement, including all subsections of section 2, shall survive the termination of this Agreement.

3. USE OF MARK AND ACCESS TO MIPS:

3.1 Use of Mark. During the Term and any Renewal Term, when Licensee is not in breach of this Agreement, Licensee shall be permitted to use the Mark, as follows:

(a) To Obtain an Assumed Name Certificate. Licensee may obtain, at its sole cost and expense, an assumed name certificate or similar authorization in the county, parish or other local governmental district in which the Property is located, permitting the Hotel to operate under the name “extend a suites” (“**Assumed Name Certificate**”), subject to the availability of said assumed name in said jurisdiction. If more than one licensee’s property is located within the same jurisdiction, each licensee shall execute the necessary consent to permit the other licensee to obtain an assumed name “extend a suites” followed by the name of the street on which the property is located, e.g., “extend a suites – Main Street”. Licensee shall forward a copy of the official Assumed Name Certificate and any extensions or renewals thereof to Company within three (3) business days of Licensee obtaining same. Company reserves the right and Licensee hereby grants to Company the right to prepare and sign on Licensee’s behalf a termination of the use of the name “extend a suites” by the Licensee, as evidenced by the Assumed Name Certificate, in the event of the termination or expiration of this Agreement or Term or any Renewal Term. Licensee hereby appoints Company as its attorney-in-fact with full authority to exercise the rights herein reserved or granted and said appointment is coupled with an interest.

(b) Signage. Licensee may obtain, at its sole cost and expense, any signage for the Hotel which bears the Mark, however, the appearance of the Mark on any such signage must conform to Company’s specifications for the Mark and, prior to obtaining any such sign, Licensee must obtain Company’s prior written consent of the appearance of the sign, including as to the orientation of the Mark on the sign, appearance of the Mark on the sign, the color(s) of the Mark on the sign, use of the Mark on the sign in connection with the other content on the sign and location of the sign (“**Signage Consent**”) which consent, in Company’s sole discretion may be withheld, conditioned or delayed. Failure of Licensee to obtain a Signage Consent for each sign using the Mark and/or failure of any sign using the

Mark to conform to the Signage Consent associated with said sign shall constitute a material breach of this Agreement.

(c) Printed Material. Licensee may obtain, at its sole cost and expense, stationary, business cards, promotional materials, advertising and other printed materials for the Hotel which bear the Mark (“**Printed Material**”), however, the appearance of the Mark on any Printed Material must conform to Company’s specifications for the Mark and, prior to obtaining any Printed Material, Licensee must obtain Company’s prior written consent of the appearance of said Printed Material, including as to the orientation of the Mark on the Printed Material, appearance of the Mark on the Printed Material, the color(s) of the Mark on the Printed Material, and use of the Mark on the Printed Material in connection with the other content on the Printed Material (“**Printed Material Consent**”) which consent, in Company’s sole discretion may be withheld, conditioned or delayed. Failure of Licensee to obtain a Printed Material Consent for Printed Material used at or for the Hotel and/or by Licensee or on Licensee’s behalf and/or failure of any Printed Material to conform to the Printed Material Consent associated with said Printed Material shall constitute a material breach of this Agreement.

(d) Hotel Staff Uniforms. Licensee may obtain, at its sole cost and expense, uniforms for the management and staff of the Hotel which bear the Mark, however, the appearance of the Mark on any such uniform must conform to Company’s specifications for the Mark and, prior to obtaining any such uniform, Licensee must obtain Company’s prior written consent of the appearance of said uniform, including as to the orientation of the Mark on the uniform, appearance of the Mark on the uniform, and the color(s) of the Mark on the uniform (“**Uniform Consent**”) which consent, in Company’s sole discretion may be withheld, conditioned or delayed. Failure of Licensee to obtain a Uniform Consent for uniforms which bear the Mark worn by management and staff of the Hotel and/or failure of any uniform which bears the Mark to conform to the Uniform Consent associated with said uniform shall constitute a material breach of this Agreement.

(e) Domain Name and Website. Licensee (subject to availability of domain name) may obtain, at its sole cost and expense, a domain name for the Hotel which bears the Mark and may use the Mark on a website maintained for the Hotel, however, the domain name and appearance of the Mark on any website must conform to Company’s specifications for the Mark and, prior to Licensee obtaining any such domain name and/or using the Mark on any such website, Licensee must obtain Company’s prior written consent as to the domain name, and as to the appearance of the website, including as to the orientation of the Mark on the website, appearance of the Mark on the website, the color(s) of the Mark on the website and use of the Mark on the website in connection with the other content on the website (“**Web Consent**”) which consent, in Company’s sole discretion may be withheld, conditioned or delayed. Failure of Licensee to obtain a Web Consent for any domain name for the Hotel which bears the Mark and/or website for the Hotel and/or Licensee which bears the Mark and/or failure of any such domain name and/or any such website, for which a Web Consent was obtained, to conform to the approvals set forth in said Web Consent shall constitute a material breach of this Agreement.

Any consent issued by the Company pursuant to this subsection 3.1, is only as to the appearance and use of the Mark as proposed by Licensee and, by Company granting any such consent, including any Signage Consent, Printed Material Consent, Uniform Consent and Web Consent, Company is not certifying, warranting or otherwise representing that the content of Licensee’s sign, printed material, uniform, domain name, website or any other matter on which Licensee may seek consent from Company to use the Mark is accurate, does not infringe upon the intellectual property rights or other rights of any third parties, complies with any applicable laws and/or is not in violation of any applicable laws. Licensee

is solely responsible and liable for the content of any such matter and hereby agrees to indemnify, defend (with counsel chosen by Company) and hold Company, Company's officers, principals, agents, attorneys and employees harmless from and against any loss, liability, costs, expense (including reasonable attorney's fees and court costs) or claims arising as a result of the content of any such matter or of Licensee's use of the Mark. Licensee covenants to maintain the Hotel and the Property in broom clean condition, free from unpleasant odors, vermin and pests, well lit, fully staffed and stocked, in a safe, orderly and professional manner, and to provide courteous and efficient guest services to the public. Licensee grants Company the right to enter onto the Property and into the Hotel to inspect Licensee's use of the Mark at the Hotel and on the Property, upon at least one (1) day advance written notice to Licensee prior to any such inspection.

3.2 Prohibited Use of Mark. Licensee acknowledges that the Mark is Company's valuable property and Company has expended significant time, costs and efforts in developing the Mark and the goodwill associated with the Mark. Licensee shall not use the Mark in any manner other than as prescribed in section 3.1(a) – 3.1(e) of this Agreement, except as permitted by Company in a prior written consent which shall set forth any other such use and shall be executed by an authorized officer of Company. Licensee shall not disparage the Mark, take any action which would damage or dilute the Mark and/or publish any statements which will damage or dilute the Mark. The provisions of this paragraph shall survive the termination of this Agreement.

3.3 Access to MIPS. During the Term and any Renewal Term, when Licensee is not in breach of this Agreement, Licensee shall be granted access to the MIPS, which include:

(a) access to a customized strategic marketing plan, prepared by the Company for Licensee, based on information Licensee provides to Company about the Hotel, and which will include suggestions for digital and offline marketing of the Hotel.

(b) the opportunity for Licensee to have an agent of the Company conduct an evaluation of the nature and quality of the existing marketing in place for the Hotel and growth performance of the Hotel (“**Assessment for Success**”) based on information Licensee provides to the Company about the Hotel and based upon said agent's observation of the Hotel premises, amenities, staff and operation and based upon said agent's general research, analysis and experience in the hospitality industry.

(c) the opportunity for an online and offline presence for the Hotel, including enhanced digital and offline advertising and presence through Licensee's use of the Mark pursuant to this Agreement.

(d) access to online and offline reputation management suggestions from an agent of the Company.

(e) access to greater online presence for the Hotel through Licensee's use of the Mark pursuant to this Agreement.

(f) the opportunity to obtain a preferred rate for access to a G.D.S. reservation system for the Hotel.

Licensee acknowledges that Licensee is solely liable for the maintenance, ownership, marketing, operation and/or management of Licensee, the Hotel and the Property. The MIPS provided by the Company are merely suggestions to Licensee based upon the Company's opinion on the subject matter,

preferred rates obtained by Company and Company's general research and analysis. Licensee acknowledges that Licensee is not required to adhere to the MIPS and, by granting Licensee access to the MIPS, Company does not have or exercise any control or have any authority over Licensee to require Licensee to follow the MIPS or perform any action based upon the MIPS.

3.4 Cessation of Use of Mark. Upon the termination of the Term, any Renewal Term and/or of this Agreement for any reason, Licensee shall immediately cease and desist use of the Mark; any signs created and/or commissioned by Licensee on the Property, at the Hotel and elsewhere bearing the Mark must be promptly taken down within seven (7) days of the date of any Termination Notice (defined in section 8 of this Agreement); use of any of Licensee's Printed Materials and uniforms which bear the Mark must immediately cease; use of the Mark on any website for the Hotel, Property and/or Licensee must immediately cease and any reference to the Mark and/or Company must be completely removed from any such website(s) within three (3) days of the date of any Termination Notice; use of any domain name which bears the Mark must immediately cease; and the Assumed Name Certificate must be terminated within three (3) days of the date of any Termination Notice and Licensee must immediately cease and desist use of the name "extend a suites". The provisions of this paragraph shall survive the termination of this Agreement.

3.5 Remedies. Licensee acknowledges that Company may suffer irreparable injury by breach of this section 3 of the Agreement and damages may not be an adequate remedy for said breach; consequently, Licensee agrees that Company shall be entitled to immediate injunctive relief prohibiting any breach of this section 3 of the Agreement, directing Licensee to cure any breach of this section 3 and/or to comply with this section 3. In addition to any equitable remedy that Company may have for Licensee's breach of this section 3 of the Agreement, Licensee shall pay to Company, upon demand, the greater of \$10,000.00 U.S. for each individual incident or action which results in breach of section 3 of this Agreement ("**Agreed Compensation**") or the damages (actual, special and/or consequential) suffered by Company as a result of any breach of this section 3 by Licensee. In the event the Agreed Compensation or any portion thereof is held to constitute damages it is intended to be liquidated damages for Licensee's material breach of the provisions of section 3 of this Agreement and said amount is a reasonable forecast of just compensation for the harm that will be caused by Licensee's breach of section 3 of this Agreement, because the harm that can be caused by said breach is incapable or very difficult of accurate estimation. The foregoing remedies are in addition to all other remedies at law and/or in equity that may be available to Company and its affiliates. The provisions of this paragraph shall survive the termination of this Agreement. In the event Company retains an attorney to secure Licensee's compliance with this Agreement or commences any action or suit to enforce Company's rights herein, Company shall be entitled to recover, in addition to damages and other relief, its reasonable attorney's fees and costs so incurred.

3.6 Survival. The provisions of this section 3 of the Agreement, including all subsections of section 3, shall survive the termination of this Agreement.

4. CONFIDENTIALITY: The Mark and information presented by Company to Licensee with respect to the Mark constitutes Company's proprietary information and certain information presented by Company to Licensee with respect to the Mark and the MIPS is based upon the Company's general research, analysis and experience and constitutes Company's confidential and proprietary information ("**Confidential Information**"). Licensee shall enter into, execute and deliver to the Company and shall strictly comply with the Company's Nondisclosure Agreement, a copy of which is attached hereto as Attachment "2" and fully incorporated herein by this reference ("**Confidentiality Agreement**"). Licensee

shall keep the Confidential Information confidential and shall use the Confidential Information only as permitted under the Confidentiality Agreement.

5. REPRESENTATIONS AND WARRANTIES:

5.1 Licensee's Representations and Warranties. In addition to the other representations and warranties by Licensee contained in this Agreement, Licensee represents, warrants and covenants to Company that Licensee has the right, power, authority and financial resources to enter into this Agreement and perform its obligations hereunder and that Licensee's performance of this Agreement will not render Licensee insolvent. Licensee further represents, warrants and covenants to Company that (a) Licensee has obtained and is maintaining all premiums for insurance coverage required to be maintained for the Property, Hotel and Licensee, (b) Licensee, the Hotel and the Property are and will remain in compliance with all applicable laws including building, zoning, subdivision, environmental, life safety or land use laws, codes, ordinances, rules, orders or regulations, and (c) Licensee has experience in the hospitality industry and is experienced in hotel ownership and/or hotel operation; Licensee is solely responsible for the operation, marketing, management and/or ownership of the Hotel and that Licensee is not relying upon Company for guidance or assistance in Licensee's operation, marketing, management and/or ownership of the Hotel or in Licensee's performance of its obligations as the operator, marketer, manager, owner and/or lessee of the Hotel. Licensee acknowledges that Company is specifically relying on the truth and accuracy of the representations and warranties contained in this subsection in entering into this Agreement and said representations constitute a material inducement for Company entering into this Agreement. All of Licensee's representations and warranties set forth in this Agreement shall survive the termination of this Agreement.

5.2 Company's Representations and Warranties. Company represents and warrants to Licensee that, to its knowledge based upon its registration of the Mark, Company is the owner of the Mark, has developed the MIPS and has the right, power and authority to enter into this Agreement. Company acknowledges that Licensee is specifically relying on the truth and accuracy of the representations and warranties contained in this subsection in entering into this Agreement and said representations constitute a material inducement for Licensee entering into this Agreement. All of Company's representations and warranties shall terminate upon the termination of this Agreement.

6. DEFAULT: Each of the following events shall be deemed a material event of Licensee's default under this Agreement ("**Event of Default**"):

- (a) failure of Licensee to pay any amount due under this Agreement on the date same is due;
- (b) failure of Licensee to comply with any term, covenant or condition of this Agreement;
- (c) Licensee's default under or breach of the Confidentiality Agreement;

(d) Licensee, the Hotel and/or Property become the subject of repeated citations or complaints from guests or receive negative publicity or otherwise become a public nuisance and Licensee fails to expeditiously rectify said matters within a reasonable time and manner as determined by Company and Company determines that said matters materially adversely affect the goodwill of the Mark; and

(e) Licensee, directly or indirectly, taking any action or causing any action to be taken to damage the name or reputation of the Mark, the Company or its owner, officers, directors, employees, affiliates, business or programs.

7. COMPANY'S REMEDIES: Upon the occurrence of any Event of Default, the Company, in addition to the other remedies available under this Agreement, at law and/or in equity, shall have the right and option to do one or more of the following (a) deny Licensee further use of the Mark and/or access to the MIPS, until (i) Licensee cures said Event of Default and (ii) Company provides written notice to Licensee stating that said Event of Default has been cured, (b) demand strict performance from Licensee of all of Licensee's obligations under this Agreement, and/or (c) terminate the License, the Term, any Renewal Term, and/or this Agreement by written notice to Licensee stating that this Agreement has been terminated and, upon said termination, the Company shall have no further obligation to Licensee and all payments made by Licensee shall be deemed fully earned and forfeited to the Company.

8. TERMINATION: This Agreement shall terminate upon the earlier of the expiration of the Term, any Renewal Term or upon Company's written notice to Licensee ("**Termination Notice**") that it elects to terminate this Agreement, pursuant to section 7 of this Agreement ("**Termination**").

9. LIMITATION OF LIABILITY AND INDEMNITY:

(a) Damages Resulting from Negligence or Misconduct. Company and/or Company's officers, principals, agents, or employees shall not be liable to Licensee or to Licensee's employees, invitees, tenants, agents or visitors or to any other person whomsoever, for any injury to persons or damage to property, on or about the Property, caused by the negligence, gross negligence or misconduct of Licensee, its employees, assigns, transferees, sublessee, licensees or concessionaires, Company (except for willful or intentional acts of Company), or any other person entering the Property under express or implied invitation of Licensee, or arising out of the use of the Property by Licensee or the operation of the Hotel, or arising out of any breach or default by Licensee in the performance of its obligations hereunder or by any person, or by the criminal conduct of any other person; and Licensee hereby agrees to indemnify, defend (with counsel chosen by Company) and hold Company, Company's officers, principals, agents, attorneys and employees harmless from and against any loss, liability, costs, expense (including reasonable attorney's fees and court costs) or claims arising out of such injury or damage, **EVEN IF CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF COMPANY, OR ITS OFFICERS, EMPLOYEES OR AGENTS.**

(b) Damages Resulting from Disrepair. Company and Company's officers, principals, agents or employees shall not be liable to Licensee or any other person or entity for any injury to persons or damage to property resulting from the Hotel and/or Property becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Property, regardless of the source, or by dampness or by fire, explosion, falling plaster or ceiling or any other matter; and Licensee hereby agrees to indemnify, defend (with counsel chosen by Company) and hold Company, Company's officers, principals, agents, and employees harmless from and against any loss, liability, costs, expense (including reasonable attorney's fees and court costs) or claims arising out of such injury or damage, **EVEN IF CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OF COMPANY, COMPANY'S OFFICERS, PRINCIPALS, AGENTS OR EMPLOYEES.**

(c) Limitation of Liability. In no event shall Company's liability under this Agreement or otherwise to Licensee or any person or entity be greater than total sum of funds paid to Company by Licensee pursuant to the terms of this Agreement as of the time that Company shall be conclusively and finally be held liable.

(d) Survival. The provisions of this section 9 shall survive the termination of this Agreement.

10. ATTORNEY'S FEES: If, on account of any breach or default by one party to this Agreement it shall become necessary for the other party to employ an attorney to enforce or defend any of their rights or remedies hereunder and should such party be the prevailing party in any litigation brought as a result of said breach, said prevailing party shall be entitled to the recovery of any reasonable attorney's fees incurred in enforcing this Agreement.

11. NO WAIVER OF DEFAULT: No waiver by the Company of any default or breach of any terms, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other terms, condition or covenant contained herein nor shall the acceptance of payments or other performance at any time constitute a waiver of any prior default or waiver of damages, unless specifically waived in a written notice provided by the Company to the Licensee.

12. FORCE MAJEURE: In the event performance by the Company or Licensee of any terms, condition or covenant in this Agreement is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, court order, civil riot, flood, and any other cause not within the control of said party, the period for performance of such terms, conditions or covenant shall be extended for a period equal to the period so delayed or hindered or other reasonable period of time. The foregoing shall not apply to the payment of any amounts payable by Licensee under this Agreement.

13. USE OF LANGUAGE: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

14. CAPTIONS: The captions or headings in this Agreement are inserted for convenience only and shall not be considered in construing the provisions hereof if any question of intent should arise.

15. SUCCESSORS: The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided.

16. PERMITTED TRANSFERS: If Licensee has not defaulted under this Agreement, Licensee shall have the right to transfer this Agreement to: (x) a purchaser of the Property who acquires title to the Property from Licensee, (y) a lessee of the Property who acquires a leasehold interest in the Property from Licensee under a written lease, or (z) the owner of the Property upon the termination of the lease under which Licensee has obtained its leasehold interest in the Property, any such person is referred to herein as an "**Eligible Transferee**"; subject to Company's prior written approval of the Eligible Transferee as a licensee, in which event the Initial Access Fee to be paid by said Eligible Transferee will be waived ("**Permitted Transfer**"), subject to the following procedures. Licensee shall pay a transfer fee, in full and good funds, to Company in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000 U.S.) ("**Transfer Fee**"). Licensee must send the Transfer Fee by certified check or money order, payable to

Company, along with written notice to Company, setting forth Licensee's desire to transfer the License and identifying the Eligible Transferee and the Eligible Transferee's relationship, if any to Licensee, and to the Property and Hotel. Company may consider said written notice and may request additional information from Licensee and the Eligible Transferee before granting any consent to such transfer, which consent may be withheld, conditioned or delayed. Should Company consent to such transfer, the Transfer Fee shall be deemed fully earned and non-refundable to Company; however, Licensee shall not be released from any of Licensee's obligations under this Agreement upon Company's consent to such transfer and/or acceptance of the Transfer Fee. Licensee may only be so released upon Company's execution of a separate agreement releasing Licensee of its obligations, which release may be conditioned, delayed or withheld. Should Company not consent to such transfer, the Transfer Fee will be returned to Licensee at the address set forth below for notices. In the event of any assignment or transfer without the requisite consent, in addition to Company's other remedies, Licensee shall remain fully liable for the full performance of all of Licensee's obligations under this Agreement. No such assignment or transfer shall constitute a novation.

17. ASSIGNMENT: Except for a Permitted Transfer, Licensee shall not assign or transfer its rights or obligations under this Agreement, without the prior written consent of Company, which may be withheld, conditioned or delayed.

18. SEVERABILITY: If any provision in this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and said invalid or unenforceable provision shall be substituted by a provision as near in substance as may be valid and enforceable.

19. TEXAS LAW APPLIES: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas without regard to the choice of laws principles. Venue shall be proper in Travis County, Texas. Company may bring suits for injunctive relief in the county in which the Licensee and/or the Property is located or operating for any breach of this Agreement and/or the Confidentiality Agreement and may join other claims in said suits.

20. NOTICES: Any notice or document required or permitted to be delivered hereunder shall be delivered in person, via facsimile transmission or email or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective party at the address indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

To Company:
Schubert International, LLC
Attn: Director of Marketing and Sales
P.O. Box 2007
Round Rock, Texas 78680
Tel. No. (512) 494-6001
Fax No. (512) 494-6041
Email: info@extendasuites.com

To Licensee:

Tel. No. (____)_____-_____
Fax No. (____)_____-_____
Email: _____

21. NO PARTNERSHIP: This Agreement does not create a partnership or joint venture or franchisor-franchisee relationship between the Company and the Licensee.

22. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and no prior agreements, oral or written, or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose.

23. DISCLAIMERS:

23.1 No Operating Performance Assurance. Licensee agrees and acknowledges that use of the Mark and access to the MIPS may not result in marked improvement in business at the Hotel, including, but not limited to, increased occupancy or room sales at the Hotel or increased profitability of the Hotel. Licensee acknowledges that Licensee is solely liable for the operation, marketing, management, profitability and/or ownership of the Hotel.

23.2 No Guaranty. The information and materials provided to Licensee, with respect to use of the Mark and through Licensee's access to the MIPS are based upon the Company and its agents' opinions on the subject matter and their general research and analysis. Any projections and projected results and outcomes described are not guaranteed for any particular investment, property or individual, specifically with respect to Licensee and/or the Hotel. There are multiple risk factors and scenarios that can alter any projections and projected outcomes and results described. Results described by the Company and/or its agents may vary, depending on a multitude of factors including, but not limited to, the location of the Hotel, market share and market saturation of the location, the condition of the Hotel and the Property, the commitment and effort of Licensee and/or the operating parties involved, and the condition of the U.S. economy and its impact on the hospitality sector. NO FINANCIAL OR LEGAL ADVICE IS GIVEN HEREIN AND THE INFORMATION HEREIN SHOULD NOT SUBSTITUTE THE ADVICE OF ANY EXPERT OR PROFESSIONAL. LICENSEE SHOULD CONSULT WITH ITS OWN FINANCIAL, BUSINESS AND LEGAL ADVISORS BEFORE TAKING ANY ACTION ON THE INFORMATION PROVIDED BY COMPANY, SPECIFICALLY WITH RESPECT TO USE OF THE MARK AND THE MIPS.

23.3 No Warranty. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO, AND SPECIFICALLY DISCLAIMS ALL, WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, THE CONFIDENTIAL INFORMATION, OR THE MARK, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF NON-INFRINGEMENT.

23.4 Substitution of Mark. In the event ownership of the Mark is challenged or Company's right to use the Mark is challenged, Licensee acknowledges that Licensee's right to use the Mark hereunder may be affected by such challenge, Licensee may have to discontinue use of the Mark, and any costs incurred by Licensee as a result of said challenge, including any costs incurred by Licensee to discontinue use of the Mark, shall be borne solely by Licensee. Further, in the event of any such challenge, Company may substitute the Mark or modify the Mark, in which event, Licensee shall make corresponding changes to the Mark as used by Licensee at Licensee's sole cost and expense.

23.5 **NOT A FRANCHISE**. **THIS LICENSE AGREEMENT DOES NOT CONSTITUTE A FRANCHISE AGREEMENT BETWEEN THE PARTIES. USE OF THE MARK AND ACCESS TO THE MIPS DO NOT GRANT COMPANY AUTHORITY, AND COMPANY HAS NO AUTHORITY, TO EXERT ANY**

SIGNIFICANT DEGREE OF CONTROL OVER LICENSEE’S METHOD OF OPERATION OF THE HOTEL AND/OR THE PROPERTY AND LICENSEE’S BUSINESS OPERATED THEREIN OR PROVIDE SIGNIFICANT ASSISTANCE IN LICENSEE’S METHOD OF OPERATION OF THE HOTEL AND/OR PROPERTY AND LICENSEE’S BUSINESS OPERATED THEREIN.

24. CONSTRUCTION: The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or attachments hereto.

25. SURVIVAL: The provisions of this Agreement which, by their terms or nature, are intended to survive the termination of this Agreement shall survive the termination of this Agreement.

26. COUNTERPARTS AND FAXED SIGNATURES: This Agreement may be signed in multiple counterparts, each binding upon its signatory and all, taken together, shall form one binding and enforceable contract. Facsimile or other electronic signatures shall be binding as the originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COMPANY:

SCHUBERT INTERNATIONAL, LLC
a Texas limited liability company

By: _____(____/____/2014)
Jason Schubert

Its: Managing Member

LICENSEE:

If an entity:

Entity Name: _____
a _____(the State and Type of Entity)

By: _____(/ /2014) (signature of individual signing for Entity)
_____ (printed name of individual signing for Entity)

Its: _____(individual’s capacity in the Entity)

If an individual:

Printed Name: _____

Signature: _____(____/____/2014)

ATTACHMENT 1
ACH Debit Authorization Form

Licensee hereby expressly authorizes Company to initiate and make recurring direct payments via ACH / debit of the bank account designated below in the amount of the Initial Access Fee and the Monthly Access Fee, as discounted if applicable, when said payments become due and payable to Company from Licensee, pursuant to the License Agreement to which this ACH Debit Authorization Form is attached. Licensee hereby authorizes Schubert International, LLC to debit the following account ("**Bank Account**"):

Bank Name: _____

Bank Account Number: _____

Bank Routing Number: _____

Bank Account Type: _____ Checking or _____ Savings

Initial Access Fee: \$ _____ Payment Date: _____

Monthly Access Fee: \$ _____ Payment Start Date: _____

Licensee acknowledges that the ACH transactions Licensee authorizes herein comply with all applicable law. Licensee acknowledges that Licensee is solely responsible for any fees incurred by Licensee, from its banking institution or from any other party, as a result of the debits to the Bank Account Licensee is authorizing herein, including, but not limited to, any insufficient funds fees. If the amount initially charged pursuant to this ACH Debit Authorization Form should change in the future, Company will provide written notification to Licensee of the new amount ten (10) calendar days before the first scheduled transaction date for the new amount. In the event of a dispute with respect to any debit made pursuant to this ACH Debit Authorization Form, please send written notice setting forth the nature of the dispute to the address for Company set forth in the License Agreement. If necessary, Company may initiate credit entries to the Bank Account to adjust for any debit made in error. All debits made pursuant to this ACH Debit Authorization Form will be assumed correct after 60 days. By executing this ACH Debit Authorization Form, Licensee acknowledges that it has authority to access the Bank Account, withdraw funds from the Bank Account, authorize debits from the Bank Account, including the debits authorized herein and enter into this ACH Debit Authorization Form.

Executed to be effective as of the date set forth below.

LICENSEE:

If an entity:

By: _____ (___ / ___ /2014)

Its: _____

If an individual:

Printed Name: _____

Signature: _____ (___ / ___ /2014)

ATTACHMENT 2
Confidentiality Agreement

Licensee Confidentiality and Nondisclosure Agreement

This Licensee Confidentiality and Nondisclosure Agreement (“**Confidentiality Agreement**”) is made and entered into this the _____ day of _____, 2014 (“**Effective Date**”) by _____ (“**Licensee**”) and SCHUBERT INTERNATIONAL, LLC, a Texas limited liability company, hereinafter referred to as “**Company**” for the benefit of Company, in furtherance of the parties agreements as further set forth in the extend a suites® and MIPS License Agreement (“**License Agreement**”) to which this Confidentiality Agreement is attached.

WHEREAS, during the Term and any Renewal Term, Licensee will have access to Confidential Information which Company has expended significant time, efforts and money to develop or acquire and which are the Company’s trade secrets, are valuable commercial information that provides an advantage to the Company over its competitors who do not have the information and Company would not disclose any of the Confidential Information to Licensee or grant Licensee access to said information unless Licensee honors Licensee’s statutory obligations and obligations under this Confidentiality Agreement to preserve the confidentiality and secrecy of said information and Licensee agrees to honor Licensee’s obligations as more specifically set forth below;

NOW, THEREFORE, for and in consideration for gaining access to the Confidential Information and other good and valuable consideration, the receipt and sufficiency of which Licensee hereby acknowledges and confesses, Licensee agrees as follows:

1. Definition of Confidential Information.

(a) “**Confidential Information**” means all trade secrets and all information of a business or technical nature of Company, including, but not limited to: all information that Company has developed in connection with the Mark, the MIPS, and its business activities which include the following: marketing strategies; management techniques, strategies and policies and procedures for the management of hotels and motels; business contacts, including preferred vendors, hedge fund brokers, bankers and other individuals and entities, related to and involved with the operation, management, location, sale, purchase and financing of distressed hotels, motels and other properties that are marketed, operated and sold in and around Texas and throughout the United States.

(b) Confidential Information shall not include information which: (i) was known by the Licensee prior to receiving the Confidential Information from the Company; (ii) becomes rightfully known to the Licensee from a third-party source not known (after diligent inquiry) by the Licensee to be under an obligation to Company to maintain confidentiality of said information; (iii) is or becomes publicly available through no fault or failure to act by the Licensee in breach of this Confidentiality Agreement.

2. Use of Confidential Information. Licensee agrees to protect all Confidential Information that Licensee gains access to prior to and after the Effective Date of this Confidentiality Agreement as follows:

(a) Licensee shall receive and maintain the Confidential Information in the strictest confidence.

(b) Licensee shall only use the Confidential Information for the limited purpose of Licensee using the Marks and accessing the MIPS in Licensee's operation, marketing and/or management of the Hotel, as set forth in the License Agreement, specifically section 3 of the License Agreement which specifies Licensee's use of the Mark and access to the MIPS ("**Limited Purpose**"); Licensee may disclose such portion of the Confidential Information that is necessary to be disclosed to its legal and financial advisors, who have a bona fide need to know the information, to advise Licensee in connection with the Limited Purpose.

(c) Licensee shall not reproduce, modify, relocate, rename, erase, disclose or disseminate any Confidential Information, without the express prior, written consent of Company.

(d) Upon Company's request, Licensee shall return to Company any and all Confidential Information within Licensee's possession, custody or control and shall certify by written affidavit to Company the irreversible deletion of all electronic copies of the Confidential Information that Licensee may have on any storage device including, but not limited to, any personal computer, any electronic back up storage device, flash drive or similar device.

(e) If Licensee is compelled by subpoena or other governmental order to disclose any Confidential Information, Licensee shall first notify Company of such subpoena or order and reasonably cooperate with Company in obtaining the appropriate protective orders to protect the confidentiality of the Confidential Information.

(f) Licensee shall immediately notify Company, in writing, if Licensee becomes aware of any unauthorized use of the Confidential Information.

3. Term. The obligations set forth in this Confidentiality Agreement shall continue in full force and effect during the Term and any Renewal Term of the License Agreement and after the termination of License Agreement for two (2) years thereafter.

4. Notices. Any notice or document required or permitted to be delivered hereunder shall be via facsimile transmission or email or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective party at the address indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith.

To Company:
Schubert International, LLC
Attn: Director of Marketing and Sales
P.O. Box 2007
Round Rock, Texas 78680
Tel. No. (512) 494-6001
Fax No. (512) 494-6041
Email: info@extendasuites.com

To Licensee:

Tel. No. (____)_____-_____
Fax No. (____)_____-_____
Email: _____

5. Remedies. Licensee acknowledges that Company may suffer irreparable injury by breach of this Confidentiality Agreement and damages may not be an adequate remedy for said breach; consequently, Licensee agrees that Company shall be entitled to immediate injunctive relief prohibiting

any breach of this Confidentiality Agreement, directing Licensee to cure any breach of this Confidentiality Agreement and/or directing Licensee to comply with this Confidentiality Agreement. The foregoing remedies are in addition to all other remedies available to Company and its affiliates, including under the License Agreement and at law and/or in equity. The provisions of this paragraph shall survive the termination of this Confidentiality Agreement. In the event Company retains an attorney to secure Licensee's compliance with this Confidentiality Agreement or commences any action or suit to enforce Company's rights herein, Company shall be entitled to recover, in addition to damages and other relief, its reasonable attorney's fees and costs so incurred.

6. General Provisions. All rights, title and interest accruing hereunder to Company shall inure to the benefit of Company and its successors and assigns. This Confidentiality Agreement shall be governed by Texas law and venue for all actions, suits or arbitration brought for enforcement of this Confidentiality Agreement shall be in Travis County, Texas. Licensee submits to the jurisdiction of the courts located in Travis County, Texas, for all actions and suits brought with respect to this Confidentiality Agreement. This Confidentiality Agreement constitutes the sole agreement between the parties with respect to its subject matter. No amendment or modification of this Confidentiality Agreement shall be enforceable unless it is in writing and signed by an authorized officer of Company. Company's failure to enforce any provisions of this Confidentiality Agreement shall not be construed as a waiver of such provisions or affect the validity of this Confidentiality Agreement. The provisions of this Confidentiality Agreement which, by their terms or nature, are intended to survive the termination of this Confidentiality Agreement shall survive the termination of this Confidentiality Agreement. If any provision in this Confidentiality Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Confidentiality Agreement shall not be affected thereby, and said invalid or unenforceable provision shall be substituted by a provision as near in substance as may be valid and enforceable. The parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Confidentiality Agreement.

COMPANY:
SCHUBERT INTERNATIONAL, LLC
a Texas limited liability company

By: _____ (___ / ___ / 2014)
Jason Schubert
Its: Managing Member

LICENSEE:

If an entity:	If an individual:
_____	Printed Name: _____
_____	Signature: _____ (___ / ___ / 2014)
By: _____ (___ / ___ / 2014)	
Its: _____	