

Exhibit C

CAUSE NO. CC-20-04729-C

SHREE VEER CORPORATION and
CHIEF HOSPITALITY, LLC, ON
BEHALF OF THEMSELVES AND ALL
OTHERS SIMILARLY SITUATED

Plaintiff,

v.

OYO HOTELS, INC.,

Defendant.

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IN THE COUNTY COURT

AT LAW NO. _____

DALLAS COUNTY, TEXAS

PLAINTIFFS’ ORIGINAL PETITION AND CLASS ACTION

TO THE HONORABLE JUDGE OF SAID COURT:

Now Come SHREE VEER CORPORATION and CHIEF HOSPITALITY, LLC, Plaintiffs (“Plaintiffs”), and file this *Original Petition and Class Action* against OYO Hotels, Inc. (“Defendant” or “OYO”), on behalf of itself and on behalf of a class of similarly situated parties, and alleges as follows:

I.
DISCOVERY CONTROL PLAN

1. Discovery is intended to be conducted under Discovery Control Plan Level 3 as set forth in the Texas Rules of Civil Procedure.

II.
PARTIES

2. Plaintiff Shree Veer Corporation is a corporation formed under the laws of the State of Oklahoma.

3. Plaintiff Chief Hospitality, LLC is a limited liability company formed under the laws of the State of Nebraska.

4. Defendant OYO Hotels, Inc. (“OYO”) is a foreign for-profit corporation formed under the laws of Delaware with its principal office in Dallas, Texas. OYO may be served with process through its registered agent, CT Corporation System, at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

III.
VENUE AND TEXAS LAW

5. This matter is governed by Texas Law and venue is proper in this Court pursuant to Section 15.002 of the Civil Practice and Remedies Code and based on the agreements between the parties, which provides:

The laws of the State of Texas shall govern the provisions of this Agreement, its performance and any dispute arising out of it. Any dispute arising out of or in connection with this Agreement shall be governed in accordance with the laws of the State of Texas and the local courts of Dallas County, Texas shall have jurisdiction to adjudicate the matter.

Exhibit 1 at ¶ 7.

IV.
STATEMENT OF FACTS

6. Upon information and believe, Plaintiffs assert the following Statement of Facts which, in addition to other facts, supports Plaintiffs’ causes of actions set out herein.

7. Defendant OYO is one of the largest and fastest-growing hospitality chains of leased and franchised hotels in the world.

8. In 2019, OYO began its expansion into the United States market. OYO’s strategy included rapidly inducing as many small, independent hotel properties to sign a franchise agreement with OYO as possible.

9. Successfully inducing small, independent-minded hotel property owners to re-open as an *OYO-franchised* hotel, when OYO is basically an *unknown brand* in the United States was a Herculean task.

10. Additionally, OYO had to induce long-standing property owners that had operated under well-known franchised brands such as Motel 6 to switch to becoming an OYO-branded hotel. Therefore, OYO felt the need to guarantee perks that no other established, mature hotel franchisor in the United States would match.

11. OYO created a Minimum Revenue Guaranty Mechanism so that anyone who signed such OYO franchise-contracts could expect to achieve a *sum-certain* minimum revenue figure, despite OYO being a lesser known brand, according to the following contractual mechanism: If an OYO-franchised hotel did not achieve an sum-certain Revenue Guarantee, OYO would **pay a portion of the difference between actual revenue and the stated Revenue Guarantee on a monthly basis.**

12. Ostensibly, OYO felt secure enough in its risk calculations to use bold, plain contractual guarantee as follows:

3. Revenue Guarantee

The Facility Owner and OYO agree to an Annual Revenue Guarantee Amount of US \$619,448 (including taxes) for the specified years during the Term.

OYO will pay the owner an amount as per below payout matrix:

Particulars	Reference
Gross Revenues (including all applicable taxes) or OYO Guaranteed Amount, whichever is higher	A
Less: 10% of Gross Revenues or OYO Guaranteed Amount, whichever is higher	B
Less: 25% of {Gross Revenues Less Oyo Guaranteed Revenue}*	C
Payout to owner**	D = A - B - C

* Only where there is a positive difference between Gross revenue and OYO Guaranteed Revenue

** Payout to the owner is further subject to taxes as per section 8 below.

13. The Revenue Guarantees induced many small business franchisees, including Plaintiffs, into signing OYO's franchisor/franchisee agreements.

14. Despite its carefully laid plans to enter the U.S. market, it became clear by late 2019 that OYO's business model, its marketing and operational model, as well as its software were not quite calibrated for the more mature, competitive, and demanding U.S. market.

15. This miscalibration multiplied by the rapid expansion into franchised operations in states from Oregon to New Jersey, from Minnesota to Texas resulted in failures to meet its obligations to franchisees including failing to pay out on the Minimum Revenue Guarantees.

16. Specifically, OYO found that it was forced to offer rooms at up to 75% discounts in order to achieve the online engagement from prospective hotel guests it was targeting. OYO then was faced with the fact that offering these kinds of discounts in the U.S. markets did not drive the kind of volume that would be expected in more price sensitive countries like India.

17. Therefore, OYO was offering steep discounts and triggering the Minimum Revenue Guarantee payment obligations.

18. In March 2020, a convenient cover for OYO's business failures emerged in the form of the World Health Organization's declaration of Covid-19 as a global pandemic.

19. Shortly after the WHO's declaration, OYO sent a letter to certain OYO franchisors¹, stating in relevant part as follows:

As you know, the spread and severity of the Novel Coronavirus (COVID-19) has exponentially increased in the last days and weeks, both in the United States and in other countries around the world.

To combat this pandemic, the state and federal governments have been issuing a variety of directives and orders that have, essentially, precluded individuals and corporations from booking hotel rooms. Your hotel is required to comply with these and all other statutes, regulations, and orders of the state.

The consequence of these directives, legal orders and other developments related to the Coronavirus (COVID-19) crisis makes the guest rooms of your OYO hotel "unavailable" within the meaning of Paragraph 3 of your Marketing, Consulting, and Revenue Management Agreement with OYO.

¹ Upon information and belief, this letter was sent only to certain smaller franchisees, the exact hotels who were most likely relying on the Minimum Revenue Guarantee.

Because the rooms are deemed to be unavailable, the Revenue Guarantee by its terms, among other reasons, will be suspended effective immediately through September 30, 2020, subject to further review (“Suspension Period”).

During the Suspension Period, OYO will reduce its base commission rate by 50% and suspend its upside commission rate on any revenues your hotel generates while operating under applicable governmental orders, however should the situation improve during the Suspension Period, OYO reserves the right to amend its discounted base commission rate and/or reinstitute its upside commission rate, in full or part, as per its reasonable estimation.

20. This unilateral attempt to shift the risks implied in the Minimum Revenue Guarantee was not well received by franchisees who were aware of OYO’s attempt to shoehorn a COVID-driven excuse into room “unavailability” within the meaning of the franchisee/franchisor agreement with OYO.

21. Despite OYO’s claims of room “unavailability,” Plaintiffs and all other OYO franchisees continued to operate.

22. OYO has quietly and fraudulently sought to force their franchisees to bear the financial losses and the associated risks that were contractually allocated to OYO in the entirely foreseeable scenario of reduced travel and tourism.

23. In this case, therefore, Plaintiffs bring this action on behalf of themselves and a class of similarly situated OYO Franchisees who were induced to enter an OYO franchise contract on the basis of a Minimum Revenue Guarantee Mechanism and then later defrauded of the Revenue Guarantee payments due to Defendant’s unilateral suspension of that contract provision.

V.

CAUSES OF ACTION

Count A – Breach of Contract

24. Plaintiffs incorporate by reference and re-allege all allegations of this Petition and would further show that the occurrence made the basis of this lawsuit referred to in this Petition and Plaintiffs' resulting damages were proximately caused by Defendant's breach of contract.

25. Breach of contract requires:

- i. There is a valid, enforceable contract;
- ii. The plaintiff is a proper party to sue for breach of the contract;
- iii. The plaintiff performed, tendered performance of, or was excused from performing its contractual obligations;
- iv. The defendant breached the contract; and
- v. The defendant's breach caused the plaintiff injury.

26. Defendant's breach of contract has proximately caused the occurrence made the basis of this action and Plaintiffs' damages in excess of the minimum jurisdictional limits of the Court.

Count B – Fraud by Nondisclosure

27. Plaintiffs incorporate by reference and re-allege all allegations of this Petition and would further show that the occurrence made the basis of this lawsuit referred to in this Petition and Plaintiffs' resulting damages were proximately caused by Defendant's fraud by nondisclosure.

28. Fraud by nondisclosure requires the following:

- i. The defendant failed to disclose certain facts to the plaintiff;
- ii. The defendant had a duty to disclose the facts to the plaintiff;
- iii. The facts were material;
- iv. The defendant knew:
 - a. The plaintiff was ignorant of the facts; and
 - b. The plaintiff did not have an equal opportunity to discover the facts;
- v. The defendant was deliberately silent when it had a duty to speak;
- vi. By failing to disclose the facts, the defendant intended to induce the plaintiff to take some action or refrain from acting;
- vii. The plaintiff relied on the defendant's nondisclosure;
- viii. The plaintiff was injured as a result of acting without the knowledge of undisclosed facts.

29. Defendant had a duty to disclose the information to Plaintiffs because Defendant partially disclosed the information to Plaintiffs, which created a substantially false impression.

30. Further, Defendant had a duty to disclose the information to Plaintiffs because Defendant voluntarily disclosed some of the information to Plaintiffs.

31. By deliberately remaining silent, Defendant directly and proximately caused the occurrence made the basis of this action and Plaintiffs' damages in excess of the minimum jurisdictional limits of the Court.

Count C – Fraud and Fraudulent Inducement

32. Plaintiffs incorporate by reference and re-allege all allegations of this Petition and would further show that the occurrence made the basis of this lawsuit referred to in this Petition and Plaintiffs' resulting damages were proximately caused by Defendant's fraud and fraudulent inducement.

33. Common law fraud requires the following:

- i. Defendant made a representation to plaintiff;
- ii. The representation was material;
- iii. The representation was false;
- iv. When defendant made said representation, defendant:
 - a. Knew the representation was false; or
 - b. Made the representation recklessly, as a positive assertion, and without knowledge of its truth;
- v. Defendant made the representation with the intent that the Plaintiff act on it;
- vi. Plaintiff relied on the representation; and
- vii. The representation caused the plaintiff injury.

34. Defendant knew the statements were false when made, and intended Plaintiffs to rely upon these representations, on which Plaintiffs did detrimentally rely. Plaintiffs relied upon the misrepresentations of Defendant to their detriment. Defendant knew the representations were false or such representations were made recklessly without any knowledge as to the truth and the representations were made knowing Plaintiffs would rely upon them. As a result of the fraud of

Defendant, Plaintiffs suffered damages in excess of the minimum jurisdictional limits of this Court. Defendants' conduct constitutes fraud under common and statutory law. Accordingly, Plaintiffs also seek exemplary damages sufficient to punish Defendant for said conduct.

VII.
DAMAGES

35. Plaintiffs incorporates by reference and re-alleges all allegations of this Petition and would further show that Plaintiff seeks any and all damages whatsoever and including, but not limited to, actual, punitive, exemplary, and statutory damages available and recoverable under statute and common law resulting from the actions of Defendant supporting Plaintiff's damages. Plaintiffs seek monetary relief in excess of one million dollars (\$1,000,000.00).

VIII.
PREJUDGMENT/POST-JUDGMENT INTEREST

36. Plaintiffs incorporate by reference and re-allege all preceding sections of this Petition and would further show that many of their damages may be determined by known standards of value and accepted rules of interest as damages during the period beginning on the 180th day after the date Defendant received notice of the claim or on the day suit was filed, whichever occurred first, and ending on the day preceding the date judgment is rendered, or as the Court otherwise directs, calculated at the legal rate, or as otherwise set by the Texas Finance Code, any statute, or the common law.

IX.
NOTICE/CONDITIONS PRECEDENT

37. All conditions precedent necessary to maintain this action have been performed or have occurred. Alternatively, Defendant has wholly waived and is estopped from asserting all rights to any condition(s) precedent.

X.

ALTERNATIVE PLEADING

38. All pleadings herein, if inconsistent, are made pursuant to Rule 48 of the Texas Rules of Civil Procedure.

XI.
NOTICE OF INTENT

39. Plaintiffs hereby give notice of intent to utilize items produced in discovery in the trial of this matter and the authenticity of such items is self-proven per Rule 193.7 of the Texas Rules of Civil Procedure.

XII.
JURY DEMAND

40. Plaintiffs demand a jury pursuant to Rule 216 of the Texas Rules of Civil Procedure and have tendered the jury fee to the Dallas County Clerk's office.

XIII.
PLAINTIFF'S ORIGINAL CLASS ACTION

41. Comes now Plaintiffs and file their Original Class Action, as the Class Representatives, complaining of Defendant OYO, and for cause of action would respectfully show unto the Court the following:

XIV.
THE PARTIES

42. Plaintiffs are franchisees of OYO. Plaintiffs are members of the Class defined herein and seek to be certified as class representatives of this class.

43. Defendant OYO (or "Class Defendant") is a foreign corporation with its principal office in Dallas, Texas that is engaged in the hotel business in the State of Texas and throughout the world.

XV.
STATEMENT OF CLASS FACTS

44. This action seeks to recover damages suffered by Plaintiffs and the members of the class, as a result of Class Defendant's breach of contract, fraud by nondisclosure, fraud and fraudulent inducement. Plaintiffs and putative class members are all franchisee-hotel-operators of Class Defendant OYO.

45. At all times pertinent herein, Plaintiffs have been in a hotel franchisor/franchisee agreement with Class Defendant. Class Defendant is in similar agreements with other franchisees like Plaintiff across the United States.

46. All Class Plaintiffs were the victims of OYO's unilateral attempt to shift the risks created in the Minimum Revenue Guarantee from OYO to its franchisees by way of OYO's attempt to shoehorn a covid-driven excuse into room "unavailability" within the meaning of the franchisee/franchisor agreements with OYO.

47. Despite OYO's claims of room "unavailability," Plaintiff and other franchisees across the country continued to operate.

48. OYO has quietly and fraudulently sought to force their franchisees to bear the financial losses and the associated risks that were contractually allocated to OYO in the entirely foreseeable scenario of reduced travel and tourism.

XVI.
PUTATIVE CLASS MEMBERS

49. At all times pertinent herein, all members of the putative class also had in full force and effect identical or near identical contracts with Class Defendant.

50. On or about June/July 2019, OYO representatives invited Plaintiffs' Managing Member, Dr. Chandrakant Shah, and many other potential Class Plaintiffs to a meeting with Defendant's CEO, Mr. Ritesh Agarwal, in San Francisco, California.

51. Defendant's CEO used this captive audience opportunity to make affirmative representations about the quality of their business model and specifically about the sophistication of Defendant's revenue management and guest stay booking software platforms.

52. These revenue management and booking software mechanisms were, Defendant's CEO continued, so accurate that Defendant could predict, to the dollar, major revenue growth for each hotel accepted into Defendant's franchise arrangement.

53. Defendant further shocked the audience by representing that Defendant would provide a contractual guaranty mechanism of a sum certain for revenue.

54. Critically, Defendant's CEO represented the franchise opportunity to be, as a whole, infallible because even if Defendant's revenue management and booking software did not operate as promised and could not yield the guaranteed revenue, Plaintiffs and all prospective franchisees could rely on the contractual Revenue Guaranty backstop mechanism.

55. Plaintiffs and many other potential Class Plaintiffs signed franchisor/franchisee agreements with OYO as a result of these fraudulent representations. Each such agreement contained the Revenue Guarantees.

56. Each Class Plaintiff then received the fraudulent covid-driven excuse of room "unavailability" by OYO to avoid its obligations under the Revenue Guaranty despite being open for business.

XVII.
CLASS ACTION ALLEGATIONS

57. This action is brought under Rule 42 of the Texas Rules of Civil Procedure. Class Representative Plaintiffs believe Class Defendant's conduct has been systematic and continuous and has affected many of Class Defendant's franchisees.

58. Class Representative Plaintiffs bring this Texas Class Action to secure redress for:

- a. Class Defendant fraudulently inducing Class Plaintiffs into entering into the franchisee agreements with the Revenue Guarantee; and
- b. Class Defendant fraudulently avoiding its obligations owed franchisees pursuant to the Revenue Guarantees.

59. Class Defendant's obligations and conduct has been uniform throughout the Class Period. Class Representative Plaintiffs bring this action individually and on behalf of all entities similarly situated and seek certification of the following Class:

- a. All entities operating guest-stay properties in the United States or its territories who:
 - i. signed a franchise agreement with OYO hotels that included a Revenue Guarantee provision;
 - ii. received a covid-related Notice of Revenue Guarantee suspension; and
 - iii. who did not receive Revenue Guarantee Payments from OYO at any point from March 2020 until the date that notice of this class action is disseminated to the Class.

Common Issues Predominate

60. There is a well-defined community of interest in the questions of law and fact among the representative Plaintiffs and the Class Plaintiffs in that Class Defendant has acted in a manner generally applicable to the entire class.

61. The predominant and common questions of law and fact as to each of the class members and the Plaintiffs include, but are not limited to:

- a. Is Class Defendant fraudulently inducing Class Plaintiffs into revenue-guaranteed franchisor/franchisee agreements?

- b. Is Class Defendant arbitrarily, unilaterally and fraudulently withholding Guaranteed Revenue payments?

Numerosity

62. Membership in the class is so numerous that it is impractical to bring all class members before the Court. The exact number of class members is unknown, but can be determined from the records maintained by Class Defendant and is estimated to be at least 50-70.

Typicality

63. The claims of Plaintiffs are typical of the claims of the class. Plaintiffs' claims are based on the same common facts, including the same contract with Class Defendant, applicable to all its franchisees, and the same legal theories. The common questions of law and fact alleged above are shared by the Plaintiffs and Class Plaintiffs, and the determination of said common questions is largely dispositive of the case other than mathematical and formulaic calculations based on Class Defendant's own adjustments.

Adequacy of Representation

64. Plaintiffs will fairly and adequately protect the interests of the Class Plaintiffs and have retained counsel experienced and competent in the handling of class actions, multiparty litigation, and/or complex litigation. Plaintiffs have no interests which are contrary to or in conflict with those of Class Plaintiffs.

Ascertainability

65. The number and identity of the members of the Class are readily determinable from the records of Class Defendant. Class Plaintiffs may be notified of the pendency of this class action by mail. Their addresses are readily available through Class Defendant's records.

Risk of Inconsistent Adjudications

66. The prosecution of separate actions by Class Plaintiffs would create a risk of inconsistent and varying adjudications concerning the subject of this action which could establish incompatible standards of conduct for Class Defendant.

Manageability

67. This action will cause an orderly and expeditious administration of class claims, economies of time, effort and expense will be fostered, and uniformity of decisions will be ensured. This action should present no difficulty which would impede its management by the court as a class action and is the best available means by which Plaintiffs and Class Plaintiffs can seek redress for the harm caused to them by Class Defendant.

Superiority

68. The determination by the Court of the above common questions as to the entire class and the fact that there would remain only mathematical and formulaic calculations as to individual class members makes the handling of the case as a class action vastly superior to the prospect of fifty or more separate cases seeking the same relief.

69. On the other hand, denial of class treatment would certainly result in numerous franchisees of Class Defendant not pursuing their rightful claims by individual actions due to lack of financial ability to hire counsel, relative size of their claim, or ignorance of their claim. Class treatment of these claims is superior, procedurally and legally, to the alternatives of a multitude of individual clients' claims along with a massive number of unpursued, but meritorious, claims which would simply reward the Defendant for its improper conduct toward its franchisees.

XVIII.

CLASS COUNT A: BREACH OF CONTRACT

70. Class Representative Plaintiffs re-allege on behalf of Class Plaintiffs the allegations contained in the previous paragraphs as if set forth fully herein.

71. Plaintiffs and the members of the Class entered into contracts with Class Defendant whereby Class Defendant was to provide Guaranteed Revenue payments to Class Plaintiffs.

72. Plaintiffs and members of the Class have complied with all conditions precedent required to be entitled to relief under said contract.

73. Class Defendant breached the provisions of its contracts with Plaintiffs and Class Plaintiffs by:

- a. Arbitrarily, unilaterally and fraudulently withholding Guaranteed Revenue payments.

74. As a direct and foreseeable consequence of the foregoing, Plaintiffs and the members of the Class have been damaged in an amount within the jurisdictional limits of the Court.

XIX.

CLASS COUNT B: FRAUD BY NONDISCLOSURE

75. Class Representative Plaintiffs re-allege on behalf of Class Plaintiffs the allegations contained in the previous paragraphs as if set forth fully herein.

76. Plaintiffs and the members of the Class entered into contracts with Class Defendant whereby Class Defendant was to provide Guaranteed Revenue payments to Class Plaintiffs.

77. Plaintiffs and members of the Class have complied with all conditions precedent required to be entitled to relief under said contract.

78. Class Defendant had a duty to disclose information to Plaintiffs and members of the Class because Class Defendant partially disclosed information, which created a substantially false impression. Class Defendant provided to Plaintiffs and members of the Class information regarding the Guaranteed Revenue program, which created a substantially false impression on the part of Plaintiff and members of the Class.

79. As a direct and foreseeable consequence of the foregoing, Plaintiffs and the members of the Class have been damaged in an amount within the jurisdictional limits of the Court.

XX.

CLASS COUNT C: FRAUD/FRAUDULENT INDUCEMENT

80. Class Representative Plaintiffs re-allege on behalf of Class Plaintiffs the allegations contained in the previous paragraphs as if set forth fully herein.

81. Plaintiffs and the members of the Class entered into contracts with Class Defendant whereby Class Defendant was to provide Guaranteed Revenue payments to Class Plaintiffs.

82. Plaintiffs and members of the Class have complied with all conditions precedent required to be entitled to relief under said contract.

83. Class Defendant has made misrepresentations of material facts to the Plaintiffs and members of the Class regarding the Guaranteed Revenue program provided by Class Defendant. Class Defendant knew the statements were false when made, and intended Plaintiffs and members of the Class to rely upon these representations and/or failures to disclose, on which Plaintiffs and members of the Class did detrimentally rely. The misrepresentations included, but are not limited to:

- a. The infallible nature of the Guaranteed Revenue program; and
- b. Arbitrarily, unilaterally and fraudulently withholding Guaranteed Revenue payments based on room “unavailability.”

84. The false representations and concealment of the true facts regarding the Guaranteed Revenue payments were done in order to induce potential customers, including Plaintiffs and members of the Class, into signing franchisor/franchisee agreements with Defendant. Had Plaintiffs and members of the Class known the true nature of Class Defendant’s program, including Class Defendant’s ability to unilaterally and arbitrarily withhold Guaranteed Revenue payments, Plaintiffs and members of the Class would not have contracted with Defendant.

85. As a direct and foreseeable consequence of the foregoing, Plaintiffs and members of the Class have been damaged in an amount within the jurisdictional limits of the Court.

XXI.
DEMAND FOR JURY TRIAL

86. Plaintiffs and members of the Class hereby demand a jury trial and submit the requisite fee for the same.

XXII.
PRAYER

87. Plaintiffs and members of the Class have incurred economic damages as a result of Class Defendant's conduct as described above. As a result, Plaintiffs and the members of the Class are entitled to and pray for the following damages:

- a. Certification of this case as a class action;
- b. Judgment against Class Defendant for actual damages;
- c. Judgment against Class Defendant for any other damages allowed by law, including, but not limited to, exemplary, punitive, statutory, and treble damages;
- d. A reasonable sum for Attorneys' fees with conditional sums for the services of Plaintiff's and the Class' attorney in the event of subsequent appeals;
- e. Pre-judgment interest;
- f. Post-judgment interest;
- g. Costs of court;
- h. Litigation expenses, including expert fees, costs for copies of depositions, copy costs, costs of court, etc.; and

- i. Such other and further relief to which Plaintiffs and the members of the Class may be entitled at law or in equity, whether pled or unpled.

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully request that the Court certify this case as a Class Action, that Plaintiffs' counsel be appointed as Class Counsel, and that judgment be entered for Plaintiffs and the Class against Defendant for damages as described above and for such other and further relief whether at law or in equity, to which they and the Class may show themselves justly entitled.

Respectfully submitted,

/s/ Van Shaw

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ATTORNEYS FOR PLAINTIFFS



MARKETING, CONSULTING AND REVENUE MANAGEMENT AGREEMENT

EXCLUSIVE AND LIMITED TIME ONLY- PROMOTIONAL AND INVESTMENT GUARANTEE OFFER

This Marketing, Consulting and Revenue Management Agreement ("Agreement") is made by and between OYO Hotels Inc. with principal offices at 3232 McKinney Ave. Dallas, TX 75204 ("OYO") and Shree Veer Corp DBA Americas Best Value Inn Alva, a resident of the United States of America, the legal owner of the hotel facility located at 800 Oklahoma Blvd., Alva, Oklahoma 73717 (the legal owner referred to as the "Facility Owner" and the hotel facility being referred to as the "Building"), sometimes referred to herein singularly or collectively as "the Parties", is effective on August 29, 2019 or as otherwise agreed between the Parties in writing ("Launch Date").

This is a limited time OYO offer and the Facility Owner has accepted it as part of a limited time only promotional offer. For and in consideration of the promises and obligations of the Parties as specified below, the Parties agree as follows:

1. Term

This Agreement shall be valid for an initial term of 6 years commencing on the date specified above (the "Initial Term"). The Agreement automatically renews for successive one-year terms unless otherwise expressly canceled by either party with a 30 days' prior written notice before the expiration of each one-year term (the Initial Term and the successive one year terms until the Agreement is terminated is collectively referred to as the "Term").

2. Scope of Services

- a. OYO will provide the initial capital for improvement to the Facility Owner ("Capital Improvement Investment") to transform the Building's interiors and exterior to bring the Building up to hospitality industry standards (see Exhibit A) and enhance guest experience. Capital Improvement Investment final amounts will be determined by OYO after the successful completion of a transformation audit by OYO which shall not exceed US \$1,650 per room. After making the Capital Improvement Investment, OYO shall be solely responsible for the revenue management of the business connected with the Building.
- b. The parties agree that at least 90% of the room nights sold through OYO's revenue management systems will not be priced below the Floor Price of \$25 (Floor Price), unless the parties otherwise agree in writing. Facility Owner shall honor all reservations regardless of rate. If the facility owner denies guest check-in and requests Floor Price other than as agreed above, OYO will charge the Facility Owner the entire cost incurred in the re-accommodation of the guest to another hotel/property. OYO further reserves the right to drop Floor Prices after giving a 72 hour prior notice. OYO can drop the Floor Price by 10% in agreement with the Facility Owner, in order to deliver better revenue management services.
- c. As part of this exclusive deal OYO will provide the Facility Owner a signing bonus. The signing bonus will be added to the Capital Improvement Investment and the signing bonus will be paid to the Facility Owner when the Building goes live on the online operating system provided by OYO ("OYO OS")/OYO's Hotel Management Software ("OYO HMS"). The sign on bonus will be an amount of US \$0 per room.
- d. Facility Owner is responsible for ensuring that all transformation work completed by non-OYO empaneled contractors is as per OYO pre-approved scope. Facility Owner shall engage licensed and fully bonded contractors to perform the transformation work. OYO will be the sole decision maker in regard to the sufficiency and acceptance of contractors' completed work. Facility Owner indemnifies and holds OYO harmless for any and all damages, costs incurred and claims made to the extent they arise out of any act or omission of Facility Owner selected contractor. Any Capital Improvement Investment over and above the amount quoted will be the sole responsibility of Facility Owner, including local licenses, permits and approvals. Facility Owner agrees, all required will be completed within 45 days of the Effective Date. If the transformation work is not completed within the foregoing time period, then OYO may deem the Facility Owner to be in breach of this Agreement and OYO may terminate this Agreement and require that all amounts paid by OYO as Capital Improvement Investment and Signing Bonus will be due and payable to OYO immediately.
- e. The Building is equipped with 44 guestrooms. All guestrooms will be live and available for booking through the platforms decided by revenue management systems aimed to deliver best returns for the building including but not limited to OYO Platform or any other distribution channel as specified by OYO hotels revenue management teams.
- f. The Facility Owner will provide all facilities, equipment and staffing necessary to operate the Building consistent with industry practice. It is expressly understood and agreed that Building personnel will, under no circumstances, be considered or treated as employees of OYO. OYO shall not exert nor shall have any authority to exert any control over the Building's method of operation, or provide any assistance in this regard.
- g. OYO endeavors to provide a hassle free and broad credit card acceptance system as a part of its Revenue management service and hence will provide an EDC machine to process electronic transactions. The Facility Owner will maintain and utilize the provided EDC machine to process all electronic transactions at the Building. At the end of the Agreement, the EDC machine will be returned

to OYO hotels in good, working condition or the Facility Owner will be billed for the cost of the EDC machine. However, if there are any issues the Facility owner should communicate with OYO SPOC immediately for help.

- h. Upon completion of the Building transformation, all revenue management of the hotel will be run as OYO Hotels.
 - i. OYO will provide revenue management services to the Facility Owner to uplift the overall revenue of the Building; *provided however* that the Facility Owner will remain responsible for the cost of the marketing activities performed by or on its behalf since that will continue to drive up occupancy across different platforms.
 - j. As part of OYO hotels' revenue management services in connection with the Building, OYO will be solely responsible for setting prices and rates for guestrooms in the Building because of the world class revenue management dynamic pricing system of OYO hotels. The Facility Owner must honor all rates and may not charge a guest a rate checking-in to the Building that is different either more or less than the rate determined by OYO at any time during the Term including but not limited to promotional schemes run by OYO hotels from time to time. OYO agrees to indemnify the facility owner for any loss caused by an OYO guest due to OYO's deposit policy requirements up to a \$100 USD per booking capped to 2.8% of Gross revenue (including taxes) per month subject to submission of proper documents by the facility owner (photos, receipts, invoices etc.) substantiating the claim.
 - k. As part of OYO's revenue management services in connection with the Building, OYO will be solely responsible for determining any deposit requirements for guestroom reservations and accommodations. The Facility Owner must honor all deposit requirements and may not charge a guest a deposit that is different either more or less than the deposit set by OYO revenue management teams ensuring the best return.
 - l. OYO will facilitate reservation or booking of the services at the Building through its OYO Platform (website/mobile app) and such other distribution channels as it determines appropriate. As part of OYO's revenue management services in connection with the Building, OYO will facilitate reservation or booking of the services at the Building through its OYO Platform and such other distribution channels as it determines appropriate.
 - m. In consideration of the revenue management services provided by OYO pursuant to this Agreement, the Facility Owner shall be obligated to book all sales revenue in connection with the Building on the OYO OS on a gross accounting basis. The Facility Owner will provide OYO with accurate and timely records of its overall sales revenue for the purpose of calculating the fee due to OYO as described below. OYO shall have the right to audit such records at such times and in such manner as it determines reasonable and appropriate.
3. Revenue Guarantee

The Facility Owner and OYO agree to an Annual Revenue Guarantee Amount of US \$619,448 (including taxes) for the specified years during the Term.

OYO will pay the owner an amount as per below payout matrix:

Particulars	Reference
Gross Revenues (including all applicable taxes) or OYO Guaranteed Amount, whichever is higher	A
Less: 10% of Gross Revenues or OYO Guaranteed Amount, whichever is higher	B
Less: 25% of {Gross Revenues Less Oyo Guaranteed Revenue} *	C
Payout to owner **	D = A - B - C

* Only where there is a positive difference between Gross revenue and OYO Guaranteed Revenue

** Payout to the owner is further subject to taxes as per section 8 below.

OYO and Facility owner agree that Revenue Guarantee amounts due be calculated and reconciled on monthly basis. To ensure monthly reconciliation, Facility owner shall provide OYO copies of the ADR, Occupancy, number of rooms available & revenue related data from his hotel management system (HMS) and/or other documents as OYO may deem fit to verify the actual monthly revenue's for a period of previous 12 months starting from the month preceding the month in which this contract is signed. On verification of these documents, OYO shall offer monthly revenue guarantee values as an addendum to this contract. Revenue Guarantee's as specified above shall be applicable from the month in which such information is provided.

As stated above Revenue Guarantee amounts due will be calculated and reconciled monthly. For the first year of this Agreement, OYO Rooms on a quarterly basis will review and reconcile the Owner payout amounts. If during this period the Gross Revenue exceeds the OYO Guaranteed Revenue totals for the period, any minimum guarantee payments made by OYO during the period shall be deducted from future payments. Thereafter, Revenue Guarantee amounts due will review and reconcile the Owner payout amounts on a yearly basis. If after review the Gross Revenue exceeds the OYO Guaranteed Revenue totals for the period, any minimum guarantee payments made by OYO during the period shall be deducted from future payments.

Revenue Guarantee Amounts stated will begin 30 days after the Go-Live Date or the completion and sign-off by OYO of all items listed in Exhibit A whichever occurs later (refer to section 4). The Revenue Guarantee Amount will be pro-rated based upon the actual number of available rooms every month. If any number of rooms at the Building are blocked during the month (either by Owner or OYO) for any

reason including planned or unplanned repair or maintenance, the applicable Revenue Guarantee Amount will be adjusted in a pro-rata manner to correspond with the number of online rooms. For example, if 50% of the rooms are offline for maintenance in April, the applicable Revenue Guarantee Amount will be 50 % of the number stated above for the month of April.

All channel distribution fees will be the responsibility of the Facility Owner. In the event there are outstanding balances with channel distribution partners used by OYO the amount will be paid by OYO and deducted from the revenue generated.

OYO will perform periodic reconciliation of the accounts on a monthly basis based on the formula provided in the table above. All payments will be paid on or before the 15th of the following month by either Party.

4. Building Go-live

The Capital Improvement Investment along with the Signing bonus shall be invested in the building subject to the below go-live conditions:

- a. OYO will make the building live in its revenue management systems within 7 days (Go-Live Date) from signing of this agreement. This would enable minimum downtime and maximum revenue advantage for the owner from the day of signing.
- b. Within 7 days of Go-Live Date, the contractual sign-on bonus will be paid to the Facility Owner.
- c. 50% of Capital Improvement Investment allocated, will be made available to the Facility Owner within 7 days of the Go-Live Date, 25% of the Capital Improvement Investment will be made available after completion of each of the first 7 transformation clauses in Exhibit A and remaining shall be paid within 7 days of completion of all transformation work required as per Exhibit A.
- d. OYO will place "OYO coming soon" signage at the property, this will help the owner create re-call to the passing by guests and drive occupancy by the time property goes live. The "OYO coming soon" signage shall be allowed to be displayed outside the property until permanent OYO signage is put up.

5. Representation and Warranties

Facility Owner represents and warrants to OYO that Facility Owner (a) is solvent and has the ability to honor its commitments as and when they fall due; (b) has the necessary approvals to execute and perform this Agreement; (c) is not subject to any restrictions, covenants or obligations that will affect the execution or performance of this Agreement; (d) has all necessary approvals, permissions, authorizations, consents, clearances and notifications as may be applicable or required from any governmental, regulatory or departmental authority (central or state) to carry on their respective businesses; (e) that the entering of this Agreement will not violate any Applicable Law, registrations, licenses, permits, authorizations or any other contracts entered by him; and (f) that he has full right, title and interest in all the Proprietary Rights which he provides to OYO, for use related to this Agreement, and that any Proprietary Rights so provided by him will not infringe the marks or intellectual property rights of any third party.

6. Indemnity

Facility Owner shall indemnify, defend and hold harmless OYO from and against any and all liability (including each of the respective directors, officers and employees, as the case may be), including but not limited to direct losses or claims, damages, liabilities, expenses and disbursements (including the reasonable fees, expenses and disbursements of attorney and/ or other professional fees and costs) suffered and/ or incurred by OYO (each a "Claim") which may arise out of or as a result of: (i) failure on the part of the Facility Owner to comply with the terms and conditions of this Agreement; (ii) any alleged or actual infringement, whether or not under the applicable laws, of any third party's Proprietary Rights (iii) negligence, misconduct or other tortious conduct, (iv) breach of any applicable law and (v) misrepresentations made herein.

7. Governing Law

The laws of the State of Texas shall govern the provisions of this Agreement, its performance and any dispute arising out of it. Any dispute arising out of or in connection with this Agreement shall be governed in accordance with the laws of the State of Texas and the local courts of Dallas County, Texas shall have jurisdiction to adjudicate the matter.

8. Taxes and Fees

Revenue Management Fees (as described in 'B' in the table above) and the Incremental Percentage Fee (as described in 'C' in the table above) charged by OYO to the Facility Owner for providing services under this Agreement shall be exclusive of all taxes applicable on such transaction as per extant laws. Each Party shall be responsible for payment of all other taxes and fees imposed on its other services or operations, including without limitation all employment taxes, income taxes, Building taxes and the like. The Parties agree to indemnify and reimburse the other Party for any such taxes or fees determined to be the responsibility of the other Party.

9. Termination

Either Party may terminate this Agreement without assigning any cause by giving the other Party a prior written notice of 30 days.

In the event such termination is made during the Initial Term by the Facility Owner or by OYO in case of breach of this Agreement by the Facility Owner, the Facility Owner shall pay OYO an amount that is equal to the unamortized portion of the Capital Improvement Investment (the "Termination Fee").

Upon termination of this Agreement for whatever reason, the Facility Owner shall immediately remove all OYO branding materials from the Building and dispose of those materials as directed by OYO.

10. Modifications

OYO reserves the right to propose a change in the terms of this Agreement any time during the Term by giving a prior written notice of 15 days to the Facility Owner. If the Facility Owner does not respond in writing to such proposed change within the 15 days, it shall be construed as a deemed acceptance on the part of the Facility Owner of such proposed change in terms of this Agreement.

If the Facility Owner within 15 days expresses its written disagreement to such proposed change in the terms of the Agreement, the Parties shall amicably endeavor to resolve their differences on the proposed change to the terms of the Agreement. If the Parties fail to amicably resolve their differences, the Facility Owner may terminate this Agreement by giving a prior written notice of 30 days.

If the proposed change to the terms of this Agreement does not cause any substantial commercial prejudice to the Facility Owner but despite that the Facility Owner chooses to terminate this Agreement, the Termination Fee shall be payable by the Facility Owner to OYO.

11. Assignment

This Agreement and the rights and responsibilities under it are not assignable by Facility Owner to a third party without the prior written approval of OYO. However, OYO reserves its right to assign the whole or any part of the rights and obligations under this Agreement to any of its group/affiliated companies. For the purpose of this Agreement the term 'affiliate' shall mean any entity that is directly or indirectly (i) controlled by OYO; (ii) controls OYO; or (iii) under the control of the entity that control OYO. In the event OYO assigns this Agreement in favor of any of its affiliated entities, OYO shall notify the Facility Owner about such assignment.

12. Exclusive Provider

In consideration of the services provided by OYO under this Agreement, OYO making the Capital Improvement Investment, giving the sign-on bonus and assuring a minimum guaranteed revenue to the Facility Owner, the Facility Owner undertakes that during the Term of this Agreement, OYO shall be the exclusive provider of the services included in this Agreement. The Facility Owner shall not enter into any other Agreement with a third party relating to its branding, marketing, sales or other services included in this Agreement.

Executed by and on behalf of the respective parties on this 3rd day of Sept, 2019
OYO Hotels Inc. Shree Veer Corp
By: Michael Vogen By: [Signature]
[Name and Title] [Name and Title]

Exhibit A

In order to clarify the required the transformation work to be done and approved by OYO the following parameters are to be used for guidance by Facility Owner. This list is not exhaustive and does not guarantee final approval. The list is to be used as guidance to accomplish minimum requirements in the below order and any questions should be directed to OYO prior to commencing work.

1. OYO Hotel Branding & Signage, including:
 - a. Exterior Pole Sign / Exterior Monument Sign
 - b. Lobby Sign
 - c. Door Room Signs
2. Pest Control completed in each room - (i.e. No bed bugs, insects, roaches or rodents in any room)
3. Deep Cleaning - lobby and all rooms, including public and guest restrooms
4. White linens - stain free white sheets, pillows, pillow covers and white quilted blankets/duvets, and white top sheets with red runners and cushions (Red runners and cushions by OYO at \$15/bed and will be adjusted from the Capital Improvement Investment by OYO)
5. One-month worth of toiletries will be provided by OYO at \$0.50 per unit including; shampoo, body wash and soap and will be adjusted from Capital Improvement Investment. The owner can source them further from OYO and the price will be determined by OYO.
6. Wifi availability in each room
7. All Rooms to be mold free
8. Basic infrastructure of the building and rooms to be maintained (i.e. no roofing issues in the building, no foundation issues, etc.)
9. No visible imperfections at the property, (i.e. scratches, holes or dents in any wall / ceiling at the property)
10. No peeling paint. If paint is peeling or patching is done, paint the whole wall to the best color match
11. No holes, stains or tears in carpet. If there are existing defects, replace entire room carpet with new flooring.
12. Replace any cracked tiles with the best match
13. No deficient caulking around tubs, toilets and showers.
14. No water leaks in the plumbing systems for showers / tubs, water closets and hand sink and faucet
15. Proper functioning of HVAC systems
16. TV in each room
17. All light fixtures to be functional on the property
18. Warm white LED bulbs in each room/reception (2700 - 3000k)

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Leticia Botello on behalf of Van Shaw
Bar No. 18140500
leticia@shawlaw.net
Envelope ID: 47571799
Status as of 10/27/2020 4:02 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Van Shaw		van@shawlaw.net	10/27/2020 3:37:13 PM	SENT
Leticia Botello		leticia@shawlaw.net	10/27/2020 3:37:13 PM	SENT
David Welch		david@shawlaw.net	10/27/2020 3:37:13 PM	SENT
Beau Powell		beau@shawlaw.net	10/27/2020 3:37:13 PM	SENT