

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2024

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ____ to ____

Commission File Number: 001-38432



Wyndham Hotels & Resorts, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation or organization)

22 Sylvan Way

Parsippany, New Jersey

(Address of principal executive offices)

82-3356232

(I.R.S. Employer
Identification No.)

07054

(Zip Code)

(973) 753-6000

(Registrant's telephone number, including area code)

None

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	WH	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the last practicable date:

78,979,900 shares of common stock outstanding as of July 15, 2024.

TABLE OF CONTENTS

		<u>Page</u>
PART I	FINANCIAL INFORMATION	
Item 1.	Condensed Consolidated Financial Statements (Unaudited).	1
	Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)	1
	Condensed Consolidated Statements of Income	2
	Condensed Consolidated Statements of Comprehensive Income	3
	Condensed Consolidated Balance Sheets	4
	Condensed Consolidated Statements of Cash Flows	5
	Condensed Consolidated Statements of Equity	6
	Notes to Condensed Consolidated Financial Statements	7
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations.	19
	Forward-Looking Statements	19
Item 3.	Quantitative and Qualitative Disclosures About Market Risk.	29
Item 4.	Controls and Procedures.	30
PART II	OTHER INFORMATION	
Item 1.	Legal Proceedings.	31
Item 1A.	Risk Factors.	31
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds.	31
Item 3.	Defaults Upon Senior Securities.	31
Item 4.	Mine Safety Disclosures.	31
Item 5.	Other Information.	31
Item 6.	Exhibits.	31
	Signatures	32

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements (Unaudited).

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Wyndham Hotels & Resorts, Inc.

Results of Review of Interim Financial Statements

We have reviewed the accompanying condensed consolidated balance sheet of Wyndham Hotels & Resorts, Inc. and subsidiaries (the "Company") as of June 30, 2024, the related condensed consolidated statements of income, comprehensive income, and equity for the three-month and six-month periods ended June 30, 2024 and 2023, and of cash flows for the six-month periods ended June 30, 2024 and 2023, and the related notes (collectively referred to as the "interim financial statements"). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheet of the Company as of December 31, 2023, and the related consolidated statements of income, comprehensive income, cash flows, and equity for the year then ended (not presented herein); and in our report dated February 15, 2024, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of December 31, 2023, is fairly stated, in all material respects, in relation to the consolidated balance sheet from which it has been derived.

Basis for Review Results

The interim financial statements are the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our reviews in accordance with standards of the PCAOB. A review of interim financial statements consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Deloitte & Touche LLP

New York, New York
July 25, 2024

WYNDHAM HOTELS & RESORTS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In millions, except per share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net revenues				
Royalties and franchise fees	\$ 144	\$ 142	\$ 260	\$ 263
Marketing, reservation and loyalty	150	145	267	265
Management and other fees	2	5	5	8
License and other fees	31	29	57	53
Other	39	37	80	76
Fee-related and other revenues	366	358	669	665
Cost reimbursements	1	4	2	9
Net revenues	367	362	671	674
Expenses				
Marketing, reservation and loyalty	155	160	285	284
Operating	17	23	36	43
General and administrative	32	31	60	61
Cost reimbursements	1	4	2	9
Depreciation and amortization	17	19	37	37
Transaction-related	5	4	46	4
Impairment	—	—	12	—
Restructuring	7	—	9	—
Separation-related	(12)	(2)	(11)	—
Total expenses	222	239	476	438
Operating income	145	123	195	236
Interest expense, net	30	24	59	46
Early extinguishment of debt	3	3	3	3
Income before income taxes	112	96	133	187
Provision for income taxes	26	26	31	50
Net income	\$ 86	\$ 70	\$ 102	\$ 137
Earnings per share				
Basic	\$ 1.07	\$ 0.82	\$ 1.27	\$ 1.59
Diluted	1.07	0.82	1.26	1.59

See Notes to Condensed Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income	\$ 86	\$ 70	\$ 102	\$ 137
Other comprehensive income/(loss), net of tax				
Foreign currency translation adjustments	(1)	2	(3)	3
Unrealized gains/(losses) on cash flow hedges	(1)	2	9	(5)
Other comprehensive income/(loss), net of tax	(2)	4	6	(2)
Comprehensive income	<u>\$ 84</u>	<u>\$ 74</u>	<u>\$ 108</u>	<u>\$ 135</u>

See Notes to Condensed Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)
(Unaudited)

	June 30, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 70	\$ 66
Trade receivables, net	275	241
Prepaid expenses	39	27
Other current assets	48	39
Total current assets	432	373
Property and equipment, net	81	88
Goodwill	1,525	1,525
Trademarks, net	1,232	1,232
Franchise agreements and other intangibles, net	332	347
Other non-current assets	549	468
Total assets	\$ 4,151	\$ 4,033
Liabilities and stockholders' equity		
Current liabilities:		
Current portion of long-term debt	\$ 44	\$ 37
Accounts payable	67	32
Deferred revenues	106	91
Accrued expenses and other current liabilities	264	299
Total current liabilities	481	459
Long-term debt	2,383	2,164
Deferred income taxes	326	325
Deferred revenues	164	167
Other non-current liabilities	174	172
Total liabilities	3,528	3,287
Commitments and contingencies (Note 10)		
Stockholders' equity:		
Preferred stock, \$ 0.01 par value, authorized 6.0 shares, no ne issued and outstanding	—	—
Common stock, \$ 0.01 par value, 102.6 and 102.1 issued as of June 30, 2024 and December 31, 2023	1	1
Treasury stock, at cost – 23.3 and 20.7 shares as of June 30, 2024 and December 31, 2023	(1,549)	(1,361)
Additional paid-in capital	1,618	1,599
Retained earnings	528	488
Accumulated other comprehensive income	25	19
Total stockholders' equity	623	746
Total liabilities and stockholders' equity	\$ 4,151	\$ 4,033

See Notes to Condensed Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Six Months Ended June 30,	
	2024	2023
Operating activities		
Net income	\$ 102	\$ 137
Adjustments to reconcile net income to net cash provided by/(used in) operating activities:		
Depreciation and amortization	37	37
Provision for doubtful accounts	1	—
Impairment	12	—
Deferred income taxes	(2)	—
Stock-based compensation	22	18
Loss on early extinguishment of debt	3	3
Net change in assets and liabilities:		
Trade receivables	(37)	(24)
Prepaid expenses	(13)	(15)
Other current assets	5	19
Accounts payable, accrued expenses and other current liabilities	(10)	7
Deferred revenues	15	20
Payments of development advance notes, net	(64)	(31)
Other, net	6	5
Net cash provided by operating activities	77	176
Investing activities		
Property and equipment additions	(16)	(18)
Loan advances, net	(15)	(1)
Net cash used in investing activities	(31)	(19)
Financing activities		
Proceeds from borrowings	1,703	1,138
Principal payments on long-term debt	(1,477)	(1,149)
Debt issuance costs	(1)	(8)
Dividends to stockholders	(63)	(61)
Repurchases of common stock	(186)	(164)
Exercise of stock options	15	1
Net share settlement of incentive equity awards	(18)	(9)
Other, net	(5)	(2)
Net cash used in financing activities	(32)	(254)
Effect of changes in exchange rates on cash, cash equivalents and restricted cash	(1)	(1)
Net increase/(decrease) in cash, cash equivalents and restricted cash	13	(98)
Cash, cash equivalents and restricted cash, beginning of period	66	161
Cash, cash equivalents and restricted cash, end of period	<u>\$ 79</u>	<u>\$ 63</u>

See Notes to Condensed Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(In millions)
(Unaudited)

	Common Shares Outstanding	Common Stock	Treasury Stock	Additional Paid- in Capital	Retained Earnings	Accumulated Other Comprehensive Income/(Loss)	Total Equity
Balance as of December 31, 2023	81	\$ 1	\$ (1,361)	\$ 1,599	\$ 488	\$ 19	\$ 746
Net income	—	—	—	—	16	—	16
Other comprehensive income	—	—	—	—	—	8	8
Dividends	—	—	—	—	(32)	—	(32)
Repurchase of common stock	—	—	(57)	—	—	—	(57)
Net share settlement of incentive equity awards	—	—	—	(17)	—	—	(17)
Change in deferred compensation	—	—	—	10	—	—	10
Balance as of March 31, 2024	81	1	(1,418)	1,592	472	27	674
Net income	—	—	—	—	86	—	86
Other comprehensive loss	—	—	—	—	—	(2)	(2)
Dividends	—	—	—	—	(31)	—	(31)
Repurchase of common stock	(2)	—	(131)	—	—	—	(131)
Net share settlement of incentive equity awards	—	—	—	(1)	—	—	(1)
Change in deferred compensation	—	—	—	12	—	—	12
Exercise of stock options	—	—	—	15	—	—	15
Other	—	—	—	—	1	—	1
Balance as of June 30, 2024	79	\$ 1	\$ (1,549)	\$ 1,618	\$ 528	\$ 25	\$ 623

	Common Shares Outstanding	Common Stock	Treasury Stock	Additional Paid- in Capital	Retained Earnings	Accumulated Other Comprehensive Income/(Loss)	Total Equity
Balance as of December 31, 2022	86	\$ 1	\$ (964)	\$ 1,569	\$ 318	\$ 38	\$ 962
Net income	—	—	—	—	67	—	67
Other comprehensive loss	—	—	—	—	—	(6)	(6)
Dividends	—	—	—	—	(31)	—	(31)
Repurchase of common stock	—	—	(56)	—	—	—	(56)
Net share settlement of incentive equity awards	—	—	—	(9)	—	—	(9)
Change in deferred compensation	—	—	—	9	—	—	9
Balance as of March 31, 2023	86	1	(1,020)	1,569	354	32	936
Net income	—	—	—	—	70	—	70
Other comprehensive income	—	—	—	—	—	4	4
Dividends	—	—	—	—	(30)	—	(30)
Repurchase of common stock	(2)	—	(109)	—	—	—	(109)
Change in deferred compensation	—	—	—	9	—	—	9
Balance as of June 30, 2023	84	\$ 1	\$ (1,129)	\$ 1,578	\$ 394	\$ 36	\$ 880

See Notes to Condensed Consolidated Financial Statements.

WYNDHAM HOTELS & RESORTS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unless otherwise noted, all amounts are in millions, except share and per share amounts)
(Unaudited)

1. BASIS OF PRESENTATION

Wyndham Hotels & Resorts, Inc. (collectively with its consolidated subsidiaries, “Wyndham Hotels” or the “Company”) is a leading global hotel franchisor, licensing its renowned hotel brands to hotel owners in over 95 countries around the world.

The Condensed Consolidated Financial Statements have been prepared on a stand-alone basis. The Condensed Consolidated Financial Statements include the Company’s assets, liabilities, revenues, expenses and cash flows and all entities in which it has a controlling financial interest. The accompanying Condensed Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). All intercompany balances and transactions have been eliminated in the Condensed Consolidated Financial Statements.

In presenting the Condensed Consolidated Financial Statements, management makes estimates and assumptions that affect the amounts reported and related disclosures. Estimates, by their nature, are based on judgment and available information. Accordingly, actual results could differ from those estimates. In management’s opinion, the Condensed Consolidated Financial Statements contain all normal recurring adjustments necessary for a fair presentation of interim results reported. The results of operations reported for interim periods are not necessarily indicative of the results of operations for the entire year or any subsequent interim period. These Condensed Consolidated Financial Statements should be read in conjunction with the Company’s 2023 Consolidated Financial Statements included in its most recent Annual Report on [Form 10-K](#) filed with the U.S. Securities and Exchange Commission (the “SEC”) and any subsequent reports filed with the SEC.

Business Description

Wyndham Hotels’ primary segment is hotel franchising which principally consists of licensing the Company’s lodging brands and providing related services to third-party hotel owners and others.

2. NEW ACCOUNTING PRONOUNCEMENTS

Recently Adopted Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board (“FASB”) issued an accounting update, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The guidance is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The guidance is to be applied retrospectively to all prior periods presented in the financial statements. Upon transition, the segment expense categories and amounts disclosed in the prior periods should be based on the significant segment expense categories identified and disclosed in the period of adoption. The Company adopted the guidance on January 1, 2024 and will begin disclosing under this new guidance with its Annual Report on Form 10-K for the year ending December 31, 2024.

Recently Issued Accounting Pronouncements

In December 2023, the FASB issued an accounting update, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which modifies the rules on income tax disclosures to require entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit (separated between domestic and foreign) and (3) income tax expense or benefit from continuing operations (separated by federal, state and foreign). This update also requires entities to disclose their income tax payments to international, federal, state and local jurisdictions, among other changes. The guidance is effective for annual periods beginning after December 15, 2024. Early adoption is permitted for annual financial statements that have not yet been issued or made available for issuance. This update should be applied on a prospective basis, but retrospective application is permitted. The Company is currently evaluating the potential impact of adopting this new guidance on its consolidated financial statements and related disclosures. The Company plans to adopt the guidance on January 1, 2025, as required.

3. REVENUE RECOGNITION

Deferred Revenues

Deferred revenues, or contract liabilities, generally represent payments or consideration received in advance for goods or services that the Company has not yet provided to the customer. Deferred revenues as of June 30, 2024 and December 31, 2023 are as follows:

	June 30, 2024	December 31, 2023
Deferred initial franchise fee revenues	\$ 142	\$ 145
Deferred loyalty program revenues	97	95
Deferred co-branded credit card program revenues	11	3
Deferred other revenues	20	15
Total	\$ 270	\$ 258

Deferred initial franchise fees represent payments received in advance from prospective franchisees upon the signing of a franchise agreement and are generally recognized to revenue within 13 years. Deferred loyalty revenues represent the portion of loyalty program fees charged to franchisees, net of redemption costs, that have been deferred and will be recognized over time based upon loyalty point redemption patterns. Deferred co-branded credit card program revenue represents payments received in advance from the Company's co-branded credit card partners, primarily for card member activity, which is typically recognized within one year.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to a customer. The consideration received from a customer is allocated to each distinct performance obligation and recognized as revenue when, or as, each performance obligation is satisfied. The following table summarizes the Company's remaining performance obligations for the twelve-month periods set forth below:

	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	Thereafter	Total
Initial franchise fee revenues	\$ 16	\$ 8	\$ 7	\$ 111	\$ 142
Loyalty program revenues	64	23	8	2	97
Co-branded credit card program revenues	11	—	—	—	11
Other revenues	15	1	—	4	20
Total	\$ 106	\$ 32	\$ 15	\$ 117	\$ 270

Disaggregation of Net Revenues

The table below presents a disaggregation of the Company's net revenues from contracts with customers by major services and products:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Royalties and franchise fees	\$ 144	\$ 142	\$ 260	\$ 263
Marketing and reservation fees	123	125	220	224
Loyalty revenue	27	20	47	41
Management and other fees	2	5	5	8
License and other fees	31	29	57	53
Cost reimbursements	1	4	2	9
Other revenue	39	37	80	76
Net revenues	\$ 367	\$ 362	\$ 671	\$ 674

Capitalized Contract Costs

The Company incurs certain direct and incremental sales commissions costs in order to obtain hotel franchise contracts. Such costs are capitalized and subsequently amortized, beginning upon hotel opening, over the first non-cancellable period of the agreement. In the event an agreement is terminated prior to the end of the first non-cancellable period, any unamortized cost is immediately expensed. In addition, the Company also capitalizes costs associated with the sale and installation of property management systems to its franchisees, which are amortized over the remaining non-cancellable period of the franchise agreement. As of June 30, 2024 and December 31, 2023, capitalized contract costs were \$ 71 million and \$ 68 million, respectively, of which \$ 4 million for both periods were included in other current assets and \$ 67 million and \$ 64 million, respectively, were included in other non-current assets on its Condensed Consolidated Balance Sheets.

4. EARNINGS PER SHARE

The computation of basic and diluted earnings per share ("EPS") is based on net income divided by the basic weighted average number of common shares and diluted weighted average number of common shares, respectively.

The following table sets forth the computation of basic and diluted EPS (in millions, except per share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income	\$ 86	\$ 70	\$ 102	\$ 137
Basic weighted average shares outstanding	80.4	85.3	80.7	85.9
Stock options and restricted stock units ("RSUs") ^(a)	0.3	0.4	0.5	0.5
Diluted weighted average shares outstanding	80.7	85.7	81.2	86.4
Earnings per share:				
Basic	\$ 1.07	\$ 0.82	\$ 1.27	\$ 1.59
Diluted	1.07	0.82	1.26	1.59
Dividends:				
Cash dividends declared per share	\$ 0.38	\$ 0.35	\$ 0.76	\$ 0.70
Aggregate dividends paid to stockholders	\$ 31	\$ 30	\$ 63	\$ 61

(a) Diluted shares outstanding excludes anti-dilutive shares related to stock options of 0.2 million for both the three and six months ended June 30, 2023. Anti-dilutive shares related to stock options were immaterial for both the three and six months ended June 30, 2024. Diluted shares outstanding excludes anti-dilutive shares related to RSUs of 0.6 million for both the three and six months ended June 30, 2024 and 0.4 million and 0.5 million for the three and six months ended June 30, 2023, respectively.

Stock Repurchase Program

The following table summarizes stock repurchase activity under the current stock repurchase program (in millions, except per share data) which includes excise taxes and fees:

	Shares	Cost	Average Price Per Share
As of December 31, 2023	20.7	\$ 1,361	\$ 65.69
For the six months ended June 30, 2024	2.6	188	74.20
As of June 30, 2024	23.3	\$ 1,549	\$ 66.61

The Company had \$ 657 million of remaining availability under its program as of June 30, 2024.

5. ACCOUNTS RECEIVABLE

Allowance for Doubtful Accounts

The following table sets forth the activity in the Company's allowance for doubtful accounts on trade accounts receivable for the six months ended:

	2024	2023
Balance as of January 1,	\$ 60	\$ 64
Provision for doubtful accounts	3	—
Bad debt write-offs	(1)	(2)
Balance as of June 30,	<u>\$ 62</u>	<u>\$ 62</u>

6. FRANCHISING, MARKETING AND RESERVATION ACTIVITIES

Royalties and franchise fee revenues on the Condensed Consolidated Statements of Income include initial franchise fees of \$ 5 million and \$ 4 million for the three months ended June 30, 2024 and 2023, respectively, and \$ 14 million and \$ 8 million for the six months ended June 30, 2024 and 2023, respectively.

In accordance with its franchise agreements, the Company is generally contractually obligated to expend the marketing and reservation fees it collects from franchisees for the operation of an international, centralized, brand-specific reservation system and for marketing purposes such as advertising, promotional and co-marketing programs, and training for the respective franchisees.

Development Advance Notes

The Company may, at its discretion, provide development advance notes to certain franchisees/hotel owners in order to assist them in converting to one of its brands, in building a new hotel to be flagged under one of its brands or in assisting in other franchisee expansion efforts. Provided the franchisee/hotel owner is in compliance with the terms of the franchise agreement, all or a portion of the development advance notes may be forgiven by the Company over the period of the franchise agreement. Otherwise, the related principal is due and payable to the Company. In certain instances, the Company may earn interest on unpaid franchisee development advance notes.

The Company's Condensed Consolidated Financial Statements include the following with respect to development advances:

Condensed Consolidated Balance Sheets:	June 30, 2024	December 31, 2023
Other non-current assets	\$ 270	\$ 228

During 2024, the Company made a non-cash reclass of \$ 3 million from loan receivables to development advance notes, both of which were reported within other non-current assets.

As a result of the Company's evaluation of the recoverability of the carrying value of the development advance notes, the Company recorded an impairment charge of \$ 10 million during the first quarter of 2024.

Condensed Consolidated Statements of Income:	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Forgiveness of notes ^(a)	\$ 6	\$ 4	\$ 11	\$ 7
Impairment ^(b)	—	—	10	—
Bad debt expense related to notes	—	1	—	1

(a) Amounts are recorded as a reduction of both royalties and franchise fees and marketing, reservation and loyalty revenues on the Condensed Consolidated Statements of Income.

(b) Amount is recorded within impairment on the Condensed Consolidated Statements of Income.

Condensed Consolidated Statements of Cash Flows:

	Six Months Ended June 30,	
	2024	2023
Payments of development advance notes	\$ (66)	\$ (32)
Proceeds from repayment of development advance notes	2	1
Payments of development advance notes, net	<u>\$ (64)</u>	<u>\$ (31)</u>

Restricted Cash

As of June 30, 2024, the Company had \$ 9 million of restricted cash that is reported within other non-current assets on the Condensed Consolidated Balance Sheet. The Company had no restricted cash on its Condensed Consolidated Balance Sheet as of December 31, 2023.

7. INCOME TAXES

The Company files income tax returns in the U.S. federal and state jurisdictions, as well as in foreign jurisdictions. With certain exceptions, the Company is no longer subject to federal income tax examinations for years prior to 2020. The Company is no longer subject to state and local, or foreign, income tax examinations for years prior to 2016.

The Company made cash income tax payments, net of refunds, of \$ 37 million and \$ 36 million for the six months ended June 30, 2024 and 2023, respectively.

The Company's effective tax rates were 23.2 % and 27.1 % during the three months ended June 30, 2024 and 2023, respectively and 23.3 % and 26.7 % during the six months ended June 30, 2024 and 2023, respectively. During 2024, the effective tax rate was lower primarily as a result of the non-taxable reversal of a separation-related reserve.

Various jurisdictions in which the Company operates have enacted the Pillar II directive which establishes a global minimum corporate tax rate of 15% initiated by the Organization for Economic Co-operation and Development with an effective date of January 1, 2024. The Company does not expect Pillar II to have a material impact on its financial results, including its annual estimated effective tax rate or liquidity for 2024.

8. LONG-TERM DEBT AND BORROWING ARRANGEMENTS

The Company's indebtedness consisted of:

	June 30, 2024		December 31, 2023	
	Amount	Weighted Average Rate ^(b)	Amount	Weighted Average Rate ^(b)
Long-term debt: ^(a)				
\$ 750 million revolving credit facility (due April 2027)	\$ —	7.18 %	\$ 160	7.30 %
\$ 400 million term loan A (due April 2027)	374	7.18 %	384	6.82 %
\$ 1.5 billion term loan B (due May 2030)	1,521	4.23 %	1,123	4.10 %
\$ 500 million 4.375 % senior unsecured notes (due August 2028)	496	4.38 %	495	4.38 %
Finance leases	36	4.50 %	39	4.50 %
Total long-term debt	2,427	4.99 %	2,201	4.77 %
Less: Current portion of long-term debt	44		37	
Long-term debt	<u>\$ 2,383</u>		<u>\$ 2,164</u>	

(a) The carrying amount of the term loans and senior unsecured notes are net of deferred debt issuance costs of \$ 14 million and \$ 16 million as of June 30, 2024 and December 31, 2023, respectively. The carrying amount of the term loan B is net of unamortized discounts of \$ 6 million and \$ 5 million as of June 30, 2024 and December 31, 2023, respectively.

(b) Weighted average interest rates are based on the stated interest rate for the year-to-date periods and include the effects of hedging.

Maturities and Capacity

The Company's outstanding debt as of June 30, 2024 matures as follows:

	Long-Term Debt
Within 1 year	\$ 44
Between 1 and 2 years	52
Between 2 and 3 years	344
Between 3 and 4 years	23
Between 4 and 5 years	519
Thereafter	1,445
Total	\$ 2,427

As of June 30, 2024, the available capacity under the Company's revolving credit facility was \$ 750 million.

Revolving Credit Facility

The Company had \$ 160 million of outstanding borrowings on its revolving credit facility as of December 31, 2023. Such borrowings were included within long-term debt on the Condensed Consolidated Balance Sheets.

Fifth Amendment to the Credit Agreement

In May 2024, the Company entered into a Fifth Amendment to its credit agreement dated May 30, 2018, in which the Company repriced all of its Term Loan B loans ("Prior Term Loan B Facility") and borrowed an incremental \$ 400 million. The new Senior Secured Term Loan B Facility ("New Term Loan B") had an outstanding principal balance of \$ 1.5 billion as of June 30, 2024. The incremental proceeds of the New Term B were used for general corporate purposes, including the repayment of outstanding balances under the Company's revolving credit facility. The New Term Loan B has substantially the same terms as the Prior Term Loan B. The New Term Loan B bears interest at the Borrower's option at a rate of (a) base rate, plus an applicable rate of 0.75 % or (b) Term SOFR, plus an applicable rate of 1.75 %. The New Term Loan B is subject to the same prepayment provisions and covenants applicable to the Prior Term Loan B facility and will be subject to equal quarterly amortization of principal of 0.25 % of the initial principal amount, starting with the first full fiscal quarter after the closing date.

Deferred Debt Issuance Costs

The Company classifies deferred debt issuance costs related to its revolving credit facility within other non-current assets on the Condensed Consolidated Balance Sheets. Such deferred debt issuance costs were \$ 2 million and \$ 3 million as of June 30, 2024 and December 31, 2023, respectively.

Cash Flow Hedge

In January 2024, the Company entered into new pay-fixed/receive-variable interest rate swaps that hedge the interest rate exposure on \$ 275 million of our variable-rate debt with an effective date in the fourth quarter of 2024 and an expiration date in the fourth quarter of 2027. The weighted average fixed rate associated with the new swaps is 3.37 % (plus applicable spreads). As of June 30, 2024, the Company has pay-fixed/receive-variable interest rate swaps which hedge the interest rate exposure on \$ 1.1 billion, effectively representing more than 72 % of the outstanding amount of its term loan B. The interest rate swaps have weighted average fixed rates (plus applicable spreads) ranging from 0.91 % to 3.84 % based on various effective dates for each of the swap agreements, with \$ 600 million of swaps expiring in the second quarter of 2028 and \$ 475 million expiring in the fourth quarter of 2027. For the six months ended June 30, 2024 and 2023, the weighted average fixed rate (plus applicable spreads) for the swaps were 1.74 % and 1.85 %, respectively. The aggregate fair value of these interest rate swaps was an asset of \$ 25 million and \$ 13 million as of June 30, 2024 and December 31, 2023, respectively, which was included within other non-current assets on the Condensed Consolidated Balance Sheets. The effect of interest rate swaps on interest expense, net on the Condensed Consolidated Statements of Income was \$ 10 million and \$ 9 million of income for the three months ended June 30, 2024 and 2023, respectively, and \$ 20 million and \$ 16 million of income for the six months ended June 30, 2024 and 2023, respectively.

There was no hedging ineffectiveness recognized in the six months ended June 30, 2024 or 2023. The Company expects to reclassify \$ 21 million of gains from accumulated other comprehensive income ("AOCI") to interest expense during the next 12 months.

Interest Expense, Net

The Company incurred net interest expense of \$ 30 million and \$ 24 million for the three months ended June 30, 2024 and 2023, respectively, and \$ 59 million and \$ 46 million for the six months ended June 30, 2024 and 2023, respectively. Cash paid related to such interest was \$ 58 million and \$ 48 million for the six months ended June 30, 2024 and 2023, respectively.

Early Extinguishment of Debt

The Company incurred non-cash early extinguishment of debt costs of \$ 3 million during both the three and six months ended June 30, 2024 and 2023 relating to the repricing and refinancing of the Company's term loan B, respectively.

9. FAIR VALUE

The Company measures its financial assets and liabilities at fair value on a recurring basis and utilizes the fair value hierarchy to determine such fair values. Financial assets and liabilities carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted prices for identical instruments in active markets.

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value driver is observable.

Level 3: Unobservable inputs used when little or no market data is available. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the level in the fair value hierarchy within which the fair value measurement falls has been determined based on the lowest level input (closest to Level 3) that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

The fair value of financial instruments is generally determined by reference to market values resulting from trading on a national securities exchange or in an over-the-counter market. In cases where quoted market prices are not available, fair value is based on estimates using present value or other valuation techniques, as appropriate. The carrying amounts of cash and cash equivalents, trade receivables, accounts payable and accrued expenses and other current liabilities approximate fair value due to the short-term maturities of these assets and liabilities. The carrying amounts and estimated fair values of all other financial instruments are as follows:

	June 30, 2024	
	Carrying Amount	Estimated Fair Value
Debt	\$ 2,427	\$ 2,416

The Company estimates the fair value of its debt using Level 2 inputs based on indicative bids from investment banks or quoted market prices with the exception of finance leases, which are estimated at carrying value.

Financial Instruments

Changes in interest rates and foreign exchange rates expose the Company to market risk. The Company uses cash flow hedges as part of its overall strategy to manage its exposure to market risks associated with fluctuations in interest rates and foreign currency exchange rates. As a matter of policy, the Company only enters into transactions that it believes will be highly effective at offsetting the underlying risk, and it does not use derivatives for trading or speculative purposes. The Company estimates the fair value of its derivatives using Level 2 inputs.

Interest Rate Risk

A portion of debt used to finance the Company's operations is exposed to interest rate fluctuations. The Company uses various hedging strategies and derivative financial instruments to create a desired mix of fixed and floating rate assets and liabilities. Derivative instruments currently used in these hedging strategies include interest rate swaps. The derivatives used to manage the risk associated with the Company's floating rate debt are derivatives designated as cash flow hedges. See Note 8 - Long-Term Debt and Borrowing Arrangements for the impact of such cash flow hedges.

Foreign Currency Risk

The Company has foreign currency rate exposure to exchange rate fluctuations worldwide, particularly with respect to the Canadian Dollar, Chinese Yuan, Euro, Brazilian Real, British Pound and Argentine Peso. The Company uses foreign currency forward contracts at various times to manage and reduce the foreign currency exchange rate risk associated with its foreign currency denominated receivables and payables, forecasted royalties and forecasted earnings and cash flows of foreign subsidiaries and other transactions. The Company recognized immaterial gains and \$ 2 million of losses from freestanding foreign currency exchange contracts during the three months ended June 30, 2024 and 2023, respectively. The Company recognized \$ 1 million of gains and \$ 3 million of losses from freestanding foreign currency exchange contracts during the six months ended June 30, 2024 and 2023, respectively. Such gains and losses are included in operating expenses in the Condensed Consolidated Statements of Income.

The Company accounts for certain countries as a highly inflationary economy, with its exposure primarily related to Argentina. The Company incurred immaterial foreign currency exchange losses related to Argentina during the three months ended June 30, 2024 and immaterial gains during the six months ended June 30, 2024. The Company incurred foreign currency exchange losses related to Argentina of \$ 1 million and \$ 3 million during the three and six months ended June 30, 2023, respectively. Such gains and losses are included in operating expenses in the Condensed Consolidated Statements of Income.

Credit Risk and Exposure

The Company is exposed to counterparty credit risk in the event of nonperformance by counterparties to various agreements and sales transactions. The Company manages such risk by evaluating the financial position and creditworthiness of such counterparties and often by requiring collateral in instances in which financing is provided. The Company mitigates counterparty credit risk associated with its derivative contracts by monitoring the amounts at risk with each counterparty to such contracts, periodically evaluating counterparty creditworthiness and financial position, and where possible, dispersing its risk among multiple counterparties.

10. COMMITMENTS AND CONTINGENCIES

Litigation

The Company is involved, at times, in claims, legal and regulatory proceedings and governmental inquiries arising in the ordinary course of its business, including but not limited to: breach of contract, fraud and bad faith claims with franchisees in connection with franchise agreements and with owners in connection with management contracts, as well as negligence, breach of contract, fraud, employment, consumer protection and other statutory claims asserted in connection with alleged acts or occurrences at owned, franchised or managed properties or in relation to guest reservations and bookings. The Company may also at times be involved in claims, legal and regulatory proceedings and governmental inquiries relating to bankruptcy proceedings involving efforts to collect receivables from a debtor in bankruptcy, employment matters, claims of infringement upon third parties' intellectual property rights, claims relating to information security, privacy and consumer protection, fiduciary duty/trust claims, tax claims, environmental claims and landlord/tenant disputes. Along with many of its competitors, the Company and/or certain of its subsidiaries have been named as defendants in litigation matters filed in state and federal courts, alleging statutory and common law claims related to purported incidents of sex trafficking at certain franchised and managed hotel facilities. Many of these matters are in the pleading or discovery stages at this time. In certain matters, discovery has closed and the parties are engaged in dispositive motion practice. As of June 30, 2024, the Company is aware of approximately 35 pending matters filed naming the Company and/or subsidiaries. Based upon the status of these matters, the Company has not made a determination as to the likelihood of any probable loss of any one of these matters and is unable to estimate a range of losses at this time.

The Company records an accrual for legal contingencies when it determines, after consultation with outside counsel, that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. In making such determinations, the Company evaluates, among other things, the degree of probability of an unfavorable outcome, and when it is probable that a liability has been incurred, its ability to make a reasonable estimate of loss. The Company reviews these accruals each reporting period and makes revisions based on changes in facts and circumstances, including changes to its strategy in dealing with these matters.

The Company believes that it has adequately accrued for such matters with reserves of \$ 8 million and \$ 7 million as of June 30, 2024 and December 31, 2023, respectively. The Company also had receivables of \$ 6 million and \$ 4 million as of June 30, 2024 and December 31, 2023, respectively, for certain matters which are covered by insurance and were included in other current assets on its Condensed Consolidated Balance Sheets. Litigation is inherently unpredictable and, although the Company believes that its accruals are adequate and/or that it has valid defenses in these matters, unfavorable results could occur. As such, an adverse outcome from such proceedings for which claims are awarded in excess of the amounts accrued, if any, could

be material to the Company with respect to earnings and/or cash flows in any given reporting period. As of June 30, 2024, the potential exposure resulting from adverse outcomes of such legal proceedings could, in the aggregate, range up to approximately \$ 5 million in excess of recorded accruals. However, the Company does not believe that the impact of such litigation will result in a material liability to the Company in relation to its combined financial position or liquidity.

Guarantees

Separation-related guarantees

The Company assumed one-third of certain contingent and other corporate liabilities of former Parent incurred prior to the spin-off, including liabilities of former Parent related to, arising out of or resulting from certain terminated or divested businesses, certain general corporate matters of former Parent and any actions with respect to the separation plan or the distribution made or brought by any third party.

11. STOCK-BASED COMPENSATION

The Company has a stock-based compensation plan available to grant non-qualified stock options, incentive stock options, stock-settled appreciation rights ("SSARs"), RSUs, performance-vesting restricted stock units ("PSUs") and/or other stock-based awards to key employees and non-employee directors. Under the Wyndham Hotels & Resorts, Inc. 2018 Equity and Incentive Plan ("Stock Plan"), which became effective on May 14, 2018, a maximum of 10.0 million shares of common stock may be awarded. As of June 30, 2024, 4.4 million shares remained available.

During 2024, the Company granted incentive equity awards totaling \$ 35 million to key employees and senior officers in the form of RSUs. The RSUs generally vest ratably over a period of four years based on continuous service. Additionally, the Company approved incentive equity awards to key employees and senior officers in the form of PSUs with a maximum grant value of \$ 18 million. The PSUs generally cliff vest on the third anniversary of the grant date based on continuous service with the number of shares earned (0 % to 200 % of the target award) dependent upon the extent the Company achieves certain performance metrics.

Incentive Equity Awards Granted by the Company

The activity related to the Company's incentive equity awards for the six months ended June 30, 2024 consisted of the following:

	RSUs		PSUs	
	Number of RSUs	Weighted Average Grant Price	Number of PSUs	Weighted Average Grant Price
Balance as of December 31, 2023	1.0	\$ 72.80	0.5	\$ 76.56
Granted ^(a)	0.5	76.31	0.2 ^(b)	76.55
Vested	(0.4)	68.45	(0.1)	65.21
Canceled	(0.1)	76.74	—	—
Balance as of June 30, 2024	1.0 ^(c)	\$ 76.10	0.6 ^(d)	\$ 78.43

(a) Represents awards granted by the Company primarily in February 2024.

(b) Represents awards granted by the Company at the maximum achievement level of 200 % of target payout. Actual shares that may be issued can range from 0 % to 200 % of target.

(c) RSUs outstanding as of June 30, 2024 have an aggregate unrecognized compensation expense of \$ 62 million, which is expected to be recognized over a weighted average period of 2.8 years.

(d) PSUs outstanding as of June 30, 2024 have an aggregate maximum potential unrecognized compensation expense of \$ 31 million, which may be recognized over a weighted average period of 2.1 years based on attainment of targets.

There were no stock options granted in 2024 or 2023. The activity related to stock options for the six months ended June 30, 2024 consisted of the following:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of December 31, 2023	1.0	\$ 55.89		
Granted	—	—		
Exercised	(0.2)	61.40		
Canceled	—	—		
Outstanding as of June 30, 2024	0.8	\$ 54.27	2.8	\$ 16
Unvested as of June 30, 2024	—	\$ —	—	\$ —
Exercisable as of June 30, 2024	0.8	\$ 53.98	2.8	\$ 16

Stock-Based Compensation Expense

Stock-based compensation expense was \$ 12 million and \$ 9 million for the three months ended June 30, 2024 and 2023, respectively, and \$ 22 million and \$ 18 million for the six months ended June 30, 2024 and 2023, respectively. For the three and six months ended June 30, 2024, such expenses include \$ 2 million for both periods which were recorded within restructuring costs and an immaterial amount and \$ 1 million, respectively, which were recorded within transaction-related costs on the Condensed Consolidated Statements of Income.

12. SEGMENT INFORMATION

The reportable segment presented below represents the Company's operating segment for which separate financial information is available and is utilized on a regular basis by its chief operating decision maker to assess performance and allocate resources. In identifying its reportable segment, the Company also considers the nature of services provided by its operating segment. Management evaluates the operating results of its reportable segment based upon net revenues and "adjusted EBITDA", which is defined as net income/(loss) excluding net interest expense, depreciation and amortization, early extinguishment of debt charges, impairment charges, restructuring and related charges, contract termination costs, separation-related items, transaction-related items (acquisition-, disposition-, or debt-related), (gain)/loss on asset sales, foreign currency impacts of highly inflationary countries, stock-based compensation expense, income taxes and development advance notes amortization. The Company believes that adjusted EBITDA is a useful measure of performance for its segment which, when considered with U.S. GAAP measures, allows a more complete understanding of its operating performance. The Company uses this measure internally to assess operating performance, both absolutely and in comparison to other companies, and to make day to day operating decisions, including in the evaluation of selected compensation decisions. The Company's presentation of adjusted EBITDA may not be comparable to similarly-titled measures used by other companies.

	Three Months Ended June 30,			
	2024		2023	
	Net Revenues	Adjusted EBITDA	Net Revenues	Adjusted EBITDA
Hotel Franchising	\$ 367	\$ 195	\$ 362	\$ 175
Corporate and Other	—	(17)	—	(17)
Total Company	<u>\$ 367</u>	<u>\$ 178</u>	<u>\$ 362</u>	<u>\$ 158</u>

The table below is a reconciliation of net income to adjusted EBITDA.

	Three Months Ended June 30,	
	2024	2023
Net income	\$ 86	\$ 70
Provision for income taxes	26	26
Depreciation and amortization	17	19
Interest expense, net	30	24
Early extinguishment of debt	3	3
Stock-based compensation	10	9
Development advance notes amortization	6	4
Restructuring costs	7	—
Transaction-related	5	4
Separation-related	(12)	(2)
Foreign currency impact of highly inflationary countries	—	1
Adjusted EBITDA	<u>\$ 178</u>	<u>\$ 158</u>

	Six Months Ended June 30,			
	2024		2023	
	Net Revenues	Adjusted EBITDA	Net Revenues	Adjusted EBITDA
Hotel Franchising	\$ 671	\$ 353	\$ 674	\$ 339
Corporate and Other	—	(35)	—	(34)
Total Company	<u>\$ 671</u>	<u>\$ 318</u>	<u>\$ 674</u>	<u>\$ 305</u>

The table below is a reconciliation of net income to adjusted EBITDA.

	Six Months Ended June 30,	
	2024	2023
Net income	\$ 102	\$ 137
Provision for income taxes	31	50
Depreciation and amortization	37	37
Interest expense, net	59	46
Early extinguishment of debt	3	3
Stock-based compensation	19	18
Development advance notes amortization	11	7
Transaction-related	46	4
Impairment	12	—
Restructuring costs	9	—
Separation-related	(11)	—
Foreign currency impact of highly inflationary countries	—	3
Adjusted EBITDA	<u>\$ 318</u>	<u>\$ 305</u>

13. OTHER EXPENSES AND CHARGES

Transaction-Related

The Company recognized transaction-related expenses of \$ 5 million and \$ 46 million during the three and six months ended June 30, 2024, primarily related to costs associated with the failed hostile takeover defense and costs related to the repricing of the Company's term loan B. Such amounts primarily consisted of legal and advisory costs. The Company recognized transaction-related expenses of \$ 4 million during both the three and six months ended June 30, 2023, primarily related to costs associated with the refinancing of the Company's term loan B. The following table presents activity for the six months ended June 30, 2024:

	Liability as of December 31, 2023	2024 Activity			Liability as of June 30, 2024
		Costs Recognized	Cash Payments	Other ^(a)	
Hostile takeover defense	\$ 7	\$ 42	\$ (46)	\$ (2)	\$ 1
Debt repricing	—	4	(4)	—	—
Total accrued transaction-related expenses	\$ 7	\$ 46	\$ (50)	\$ (2)	\$ 1

(a) Represents non-cash retention-related payments in Company stock.

Impairment

As a result of the Company's evaluation of the recoverability of the carrying value of certain assets, the Company recorded an impairment charge of \$ 12 million, primarily related to development advance notes, during the first quarter of 2024. The impairment charge was reported within the impairment line item on the Condensed Consolidated Statements of Income.

Restructuring

During the first quarter of 2024, the Company approved a restructuring plan focused on enhancing its organizational efficiency. As a result, during the three and six months ended June 30, 2024, the Company incurred \$ 7 million and \$ 9 million, respectively, of restructuring expenses, relating to 56 employees primarily in its Hotel Franchising segment. The following table presents activity for the six months ended June 30, 2024:

	Liability as of December 31, 2023	2024 Activity			Liability as of June 30, 2024
		Costs Recognized	Cash Payments	Other ^(a)	
2024 Plan					
Personnel-related	\$ —	\$ 9	\$ (3)	\$ (2)	\$ 4
Total accrued restructuring	\$ —	\$ 9	\$ (3)	\$ (2)	\$ 4

(a) Represents non-cash payments in Company stock.

Separation-Related

Separation-related costs associated with the Company's spin-off from former parent were \$ 12 million and \$ 11 million of income for the three and six months ended June 30, 2024, respectively, which were due to the reversal of a reserve related to the expiration of a tax matter. During the three months ended June 30, 2023, the Company reversed a \$ 2 million reserve which was offset by \$ 2 million of costs incurred in the first quarter of 2023, both of which were tax-related matters.

14. ACCUMULATED OTHER COMPREHENSIVE INCOME/(LOSS)

The components of AOCI are as follows:

Net of Tax	Foreign Currency Translation Adjustments	Cash Flow Hedges	Accumulated Other Comprehensive Income/(Loss)
Balance as of December 31, 2023	\$ 9	\$ 10	\$ 19
Period change	(2)	10	8
Balance as of March 31, 2024	7	20	27
Period change	(1)	(1)	(2)
Balance as of June 30, 2024	\$ 6	\$ 19	\$ 25

Net of Tax			
Balance as of December 31, 2022	\$ (3)	\$ 41	\$ 38
Period change	2	(8)	(6)
Balance as of March 31, 2023	(1)	33	32
Period change	2	2	4
Balance as of June 30, 2023	\$ 1	\$ 35	\$ 36

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

(Unless otherwise noted, all amounts are in millions, except share and per share amounts)

Forward-Looking Statements

This report contains forward-looking statements within the meaning of the federal securities laws. These statements include, but are not limited to, statements related to our views and expectations regarding our strategy and the performance of our business, our financial results, our liquidity and capital resources, share repurchases and dividends. Forward-looking statements are any statements other than statements of historical fact, including those that convey management's expectations as to the future based on plans, estimates and projections at the time we make the statements and may be identified by words such as "will," "expect," "believe," "plan," "anticipate," "predict," "intend," "goal," "future," "forward," "remain," "outlook," "guidance," "target," "objective," "estimate," "projection" and similar words or expressions, including the negative version of such words and expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this report.

Factors that could cause actual results to differ materially from those in the forward-looking statements include without limitation, general economic conditions, including inflation, higher interest rates and potential recessionary pressures; global or regional health crises or pandemics (such as the coronavirus pandemic, ("COVID-19")) including the resulting impact on our business operations, financial results, cash flows and liquidity, as well as the impact on our franchisees, guests and team members, the hospitality industry and overall demand for and restrictions on travel; the performance of the financial and credit markets; the economic environment for the hospitality industry; operating risks associated with the hotel franchising business; our relationships with franchisees; the impact of war, terrorist activity, political instability or political strife, including the ongoing conflicts between Russia and Ukraine and between Israel and Hamas, respectively; the Company's ability to satisfy obligations and agreements under its outstanding indebtedness, including the payment of principal and interest and compliance with the covenants thereunder; risks related to our ability to obtain financing and the terms of such financing, including access to liquidity and capital; and the Company's ability to make or pay, plans for and the timing and amount of any future share repurchases and/or dividends, as well as the risks described in our most recent Annual Report on [Form 10-K](#) filed with the U.S. Securities and Exchange Commission (the "SEC") and any subsequent reports filed with the SEC. These risks and uncertainties are not the only ones we may face and additional risks may arise or become material in the future. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, subsequent events or otherwise, except as required by law.

We may use our website and social media channels as means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Disclosures of this nature will be included on our website in the Investors section, which can currently be accessed at <https://investor.wyndhamhotels.com> or on our social media channels, including the Company's LinkedIn account which can currently be accessed at <https://www.linkedin.com/company/wyndhamhotels>. Accordingly, investors should monitor this section of our website and our social media channels in addition to following our press releases, filings submitted with the SEC and any public conference calls or webcasts.

References herein to "Wyndham Hotels," the "Company," "we," "our" and "us" refer to Wyndham Hotels & Resorts, Inc. and its consolidated subsidiaries.

BUSINESS AND OVERVIEW

The Company is a leading global hotel franchisor, licensing its renowned hotel brands to hotel owners in over 95 countries around the world.

Our primary segment is hotel franchising which principally consists of licensing our lodging brands and providing related services to third-party hotel owners and others.

RESULTS OF OPERATIONS

Discussed below are our key operating statistics, consolidated results of operations and the results of operations for our reportable segment. The reportable segment presented below represents our operating segment for which discrete financial information is available and used on a regular basis by our chief operating decision maker to assess performance and to allocate resources. In identifying our reportable segment, we also consider the nature of services provided by our operating segment. Management evaluates the operating results of our reportable segment based upon net revenues and adjusted EBITDA. Adjusted EBITDA is defined as net income/(loss) excluding net interest expense, depreciation and amortization, early extinguishment of debt charges, impairment charges, restructuring and related charges, contract termination costs, separation-related items, transaction-related items (acquisition-, disposition-, or debt-related), (gain)/loss on asset sales, foreign currency impacts of highly inflationary countries, stock-based compensation expense, income taxes and development advance notes amortization. We believe that adjusted EBITDA is a useful measure of performance for our segment and, when considered with U.S. Generally Accepted Accounting Principles ("GAAP") measures, gives a more complete understanding of our operating performance. We use this measure internally to assess operating performance, both absolutely and in comparison to other companies, and to make day to day operating decisions, including in the evaluation of selected compensation decisions. Adjusted EBITDA is not a recognized term under U.S. GAAP and should not be considered as an alternative to net income or other measures of financial performance or liquidity derived in accordance with U.S. GAAP. Our presentation of adjusted EBITDA may not be comparable to similarly-titled measures used by other companies.

We generate royalties and franchise fees, management fees and other revenues from hotel franchising and hotel management activities, as well as fees from licensing our "Wyndham" trademark, certain other trademarks and intellectual property. In addition, pursuant to our franchise and management contracts with third-party hotel owners, we generate marketing, reservation and loyalty fee revenues and cost reimbursement revenues that over time are offset, respectively, by the marketing, reservation and loyalty costs and property operating costs that we incur.

OPERATING STATISTICS

The table below presents our operating statistics for the three and six months ended June 30, 2024 and 2023. "Rooms" represent the number of hotel rooms at the end of the period which are either under franchise and/or management agreements and properties under affiliation agreements for which we receive a fee for reservation and/or other services provided. "RevPAR" represents revenue per available room and is calculated by multiplying average occupancy rate by average daily rate. "Average royalty rate" represents the average royalty rate earned on our franchised properties and is calculated by dividing total royalties, excluding the impact of amortization of development advance notes, by total room revenues. These operating statistics are drivers of our revenues and therefore provide an enhanced understanding of our business. Refer to the section below for a discussion as to how these operating statistics affected our business for the periods presented.

	As of June 30,		
	2024	2023	% Change
Rooms			
United States	499,400	495,100	1%
International	385,500	356,400	8%
Total rooms	884,900	851,500	4%
	Three Months Ended June 30,		
	2024	2023	Change ^(c)
RevPAR			
United States	\$ 55.44	\$ 55.26	—%
International ^(a)	34.11	34.44	(1%)
Global RevPAR ^(a)	45.99	46.47	(1%)
Average Royalty Rate			
United States	4.7 %	4.6 %	9 bps
International	2.4 %	2.4 %	6 bps
Global average royalty rate	4.0 %	3.9 %	4 bps
	Six Months Ended June 30,		
	2024	2023	Change ^(c)
RevPAR			
United States	\$ 48.54	\$ 49.57	(2%)
International ^(b)	31.76	31.25	2%
Global RevPAR ^(b)	41.14	41.86	(2%)
Average Royalty Rate			
United States	4.6 %	4.6 %	7 bps
International	2.4 %	2.3 %	8 bps
Global average royalty rate	3.9 %	3.9 %	1 bp

(a) Excluding currency effects, international RevPAR increased 7% and global RevPAR increased 2%.

(b) Excluding currency effects, international RevPAR increased 10% and global RevPAR increased 1%.

(c) Amounts may not recalculate due to rounding.

Global rooms grew 4% compared to the prior year, reflecting 1% growth in the U.S. and 8% growth internationally. These increases included strong growth in the higher RevPAR midscale and above segments in the U.S. which grew 3%, as well as strong growth in our two highest RevPAR regions, EMEA and Latin America, which grew 12% and 11%, respectively.

Excluding currency effects, global RevPAR for the three months ended June 30, 2024 increased 2% compared to the prior year period, reflecting flat growth in the U.S. and international growth of 7%. In the U.S., our midscale and above segments grew RevPAR 2% year-over-year while RevPAR for our economy segment declined 2%. Overall, U.S. RevPAR results were driven by growth of 90 basis points in occupancy, partially offset by a decline of 50 basis points in ADR. Importantly, RevPAR growth in the U.S. accelerated during the second quarter, improving 520 basis points sequentially, including an improvement of 560 basis points for our U.S. economy brands. Internationally, RevPAR for our Latin America, EMEA and Canada regions collectively increased 15% due to both continued pricing power, with ADR up 13%, and occupancy growth of 2%. RevPAR for our APAC region declined 12% primarily due to a difficult year-over-year comparison resulting from that region's COVID recovery timing in second quarter 2023. APAC occupancy declined 7% and ADR declined 5%.

Excluding currency effects, global RevPAR for the six months ended June 30, 2024 increased 1% compared to the prior year period, reflecting a decline of 2% in the U.S. and international growth of 10%. In the U.S., the RevPAR decline was driven by lower occupancy, specifically in the economy segment. Internationally, RevPAR growth was driven by our Latin America and EMEA regions. International RevPAR growth was due to continued pricing power.

THREE MONTHS ENDED JUNE 30, 2024 VS. THREE MONTHS ENDED JUNE 30, 2023

	Three Months Ended June 30,		Change	% Change
	2024	2023		
Revenues				
Fee-related and other revenues	\$ 366	\$ 358	\$ 8	2 %
Cost reimbursement revenues	1	4	(3)	(75 %)
Net revenues	367	362	5	1 %
Expenses				
Marketing, reservation and loyalty expense	155	160	(5)	(3 %)
Cost reimbursement expense	1	4	(3)	(75 %)
Other expenses	66	75	(9)	(12 %)
Total expenses	222	239	(17)	(7 %)
Operating income	145	123	22	18 %
Interest expense, net	30	24	6	25 %
Early extinguishment of debt	3	3	—	— %
Income before income taxes	112	96	16	17 %
Provision for income taxes	26	26	—	— %
Net income	\$ 86	\$ 70	\$ 16	23 %

Net revenues for the three months ended June 30, 2024 increased \$5 million, or 1%, compared to the prior-year period, primarily driven by:

- \$5 million of higher marketing, reservation and loyalty revenues primarily due to net room growth;
- \$4 million of higher license and other ancillary revenues; and
- \$2 million of higher royalty and franchise fees primarily due to net room growth; partially offset by
- \$3 million of lower management fees partially due to the exit of the Company's U.S. management business; and
- \$3 million of lower cost-reimbursement revenues.

Total expenses for the three months ended June 30, 2024 decreased \$17 million, or 7%, compared to the prior-year period, primarily driven by:

- \$10 million of higher separation-related income primarily due to the reversal of a reserve related to the expiration of a tax matter associated with our spin-off;
- \$5 million of lower marketing, reservation and loyalty expenses primarily due to timing of spend;
- \$6 million of lower operating costs primarily due to an insurance recovery as well as disciplined cost management;
- \$3 million of lower cost-reimbursement expenses, which have no impact on net income; and
- \$2 million of lower depreciation and amortization; partially offset by
- \$7 million of restructuring costs incurred in 2024.

Interest expense, net for the three months ended June 30, 2024 increased \$6 million, or 25%, compared to the prior-year period primarily due to a higher debt balance.

Early extinguishment of debt was \$3 million for both the three months ended June 30, 2024 and 2023 related to the repricing and refinancing of our term loan B, respectively.

Our effective tax rates were 23.2% and 27.1% during the three months ended June 30, 2024 and 2023, respectively. During 2024, the effective tax rate was lower primarily as a result of the non-taxable reversal of a separation-related reserve associated with our spin-off.

As a result of these items, net income for the three months ended June 30, 2024 increased \$16 million compared to the prior-year period.

The table below is a reconciliation of net income to adjusted EBITDA.

	Three Months Ended June 30,	
	2024	2023
Net income	\$ 86	\$ 70
Provision for income taxes	26	26
Depreciation and amortization	17	19
Interest expense, net	30	24
Early extinguishment of debt	3	3
Stock-based compensation	10	9
Development advance notes amortization	6	4
Restructuring costs	7	—
Transaction-related	5	4
Separation-related	(12)	(2)
Foreign currency impact of highly inflationary countries	—	1
Adjusted EBITDA	\$ 178	\$ 158

Following is a discussion of the results of our Hotel Franchising segment and Corporate and Other for the three months ended June 30, 2024 compared to the three months ended June 30, 2023:

	Net Revenues				Adjusted EBITDA		
	2024	2023	% Change		2024	2023	% Change
Hotel Franchising	\$ 367	\$ 362	1%		\$ 195	\$ 175	11%
Corporate and Other	—	—	n/a		(17)	(17)	— %
Total Company	\$ 367	\$ 362	1%		\$ 178	\$ 158	13%

Hotel Franchising

Net revenues increased \$5 million, or 1%, compared to the second quarter of 2023, as discussed above.

Adjusted EBITDA increased \$20 million, or 11%, compared to the second quarter of 2023, primarily driven by higher revenues and lower marketing, reservation and loyalty expenses and operating expenses as discussed above.

Corporate and Other

Corporate and other expenses were \$17 million for the second quarter of 2024, flat with the comparable prior year period.

SIX MONTHS ENDED JUNE 30, 2024 VS. SIX MONTHS ENDED JUNE 30, 2023

	Six Months Ended June 30,		Change	% Change
	2024	2023		
Revenues				
Fee-related and other revenues	\$ 669	\$ 665	\$ 4	1 %
Cost reimbursement revenues	2	9	(7)	(78 %)
Net revenues	671	674	(3)	— %
Expenses				
Marketing, reservation and loyalty expense	285	284	1	— %
Cost reimbursement expense	2	9	(7)	(78 %)
Other expenses	189	145	44	30 %
Total expenses	476	438	38	9 %
Operating income	195	236	(41)	(17 %)
Interest expense, net	59	46	13	28 %
Early extinguishment of debt	3	3	—	— %
Income before income taxes	133	187	(54)	(29 %)
Provision for income taxes	31	50	(19)	(38 %)
Net income	\$ 102	\$ 137	\$ (35)	(26 %)

Net revenues for the six months ended June 30, 2024 decreased \$3 million, compared to the prior-year period, primarily driven by;

- \$8 million of higher license and other ancillary revenues; and
- \$2 million of higher marketing, reservation and loyalty revenues due to net room growth; partially offset by
- \$3 million of lower royalty and franchise fees primarily due to lower global RevPAR, partially offset by net room growth;
- \$7 million of lower cost-reimbursement revenues, partially due to the exit of our U.S. management business; and
- \$3 million of lower management fees.

Total expenses for the six months ended June 30, 2024 increased \$38 million, or 9%, compared to the prior-year period, primarily driven by;

- \$42 million of higher transaction-related expenses primarily due to the failed hostile takeover attempt in 2024;
- \$12 million of impairment charges, primarily related to development advance notes; and
- \$9 million of restructuring costs; partially offset by
- \$11 million of separation-related income due to the reversal of a reserve in 2024 related to the expiration of a tax matter associated with our spin-off;
- \$7 million of lower operating costs primarily due to disciplined cost management and an insurance recovery; and
- \$7 million of lower cost-reimbursement expenses, which have no impact on net income.

Interest expense, net for the six months ended June 30, 2024 increased \$13 million, or 28%, compared to the prior-year period primarily due to a higher debt balance.

Early extinguishment of debt was \$3 million for both the six months ended June 30, 2024 and 2023 related to the repricing and refinancing of our term loan B, respectively.

Our effective tax rates were 23.3% and 26.7% during the six months ended June 30, 2024 and 2023, respectively. During 2024, the effective tax rate was lower primarily as a result of the non-taxable reversal of a separation-related reserve associated with our spin-off.

As a result of these items, net income for the six months ended June 30, 2024 decreased \$35 million compared to the prior-year period.

The table below is a reconciliation of net income to adjusted EBITDA.

	Six Months Ended June 30,	
	2024	2023
Net income	\$ 102	\$ 137
Provision for income taxes	31	50
Depreciation and amortization	37	37
Interest expense, net	59	46
Early extinguishment of debt	3	3
Stock-based compensation	19	18
Development advance notes amortization	11	7
Transaction-related	46	4
Impairments, net	12	—
Restructuring costs	9	—
Separation-related	(11)	—
Foreign currency impact of highly inflationary countries	—	3
Adjusted EBITDA	<u>\$ 318</u>	<u>\$ 305</u>

Following is a discussion of the results of our Hotel Franchising segment and Corporate and Other for the six months ended June 30, 2024 compared to June 30, 2023:

	Net Revenues				Adjusted EBITDA		
	2024	2023	% Change		2024	2023	% Change
Hotel Franchising	\$ 671	\$ 674	—%		\$ 353	\$ 339	4%
Corporate and Other	—	—	n/a		(35)	(34)	(3%)
Total Company	<u>\$ 671</u>	<u>\$ 674</u>	<u>—%</u>		<u>\$ 318</u>	<u>\$ 305</u>	<u>4%</u>

Hotel Franchising

Net revenues for the six months ended June 30, 2024 decreased \$3 million compared to the prior-year period as discussed above.

Adjusted EBITDA for the six months ended June 30, 2024 increased \$14 million compared to the prior-year period, primarily driven by higher license and other ancillary revenues and lower operating expenses as discussed above.

Corporate and Other

Adjusted EBITDA for the six months ended June 30, 2024 was unfavorable by \$1 million compared to the prior-year period.

DEVELOPMENT

On June 30, 2024, our global development pipeline consisted of approximately 2,000 hotels and 245,000 rooms, representing a 7% year-over-year increase, including 5% growth in the U.S. and 9% internationally. Approximately 70% of our pipeline is in the midscale and above segments and 14% of our pipeline represents ECHO Suites Extended Stay by Wyndham. Approximately 58% of our pipeline is international. Additionally, approximately 79% of our pipeline is new construction, of which approximately 35% has broken ground.

RESTRUCTURING

During the first quarter of 2024, we approved a restructuring plan focused on enhancing our organizational efficiency. As a result, during the three and six months ended June 30, 2024, we incurred \$ 7 million and \$ 9 million, respectively, of restructuring expenses, relating to 56 employees primarily in our Hotel Franchising segment. The following table presents activity for the six months ended June 30, 2024:

	Liability as of December 31, 2023	2024 Activity			Liability as of June 30, 2024
		Costs Recognized	Cash Payments	Other ^(a)	
2024 Plan					
Personnel-related	\$ —	\$ 9	\$ (3)	\$ (2)	\$ 4
Total accrued restructuring	\$ —	\$ 9	\$ (3)	\$ (2)	\$ 4

(a) Represents non-cash payments in Company stock.

FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

Financial Condition

	June 30, 2024	December 31, 2023	Change
Total assets	\$ 4,151	\$ 4,033	\$ 118
Total liabilities	3,528	3,287	241
Total stockholders' equity	623	746	(123)

Total assets increased \$118 million from December 31, 2023 to June 30, 2024 primarily related to an increase in development advance notes and accounts receivable due to seasonality. Total liabilities increased \$241 million from December 31, 2023 to June 30, 2024 primarily related to higher net debt of \$226 million. Total equity decreased \$123 million from December 31, 2023 to June 30, 2024 primarily due to \$188 million of stock repurchases and \$63 million of dividend payments, partially offset by our net income.

Liquidity and Capital Resources

Historically, our business generates sufficient cash flow to not only support our current operations as well as our future growth needs and dividend payments to our stockholders, but also to create additional value for our stockholders in the form of share repurchases or business investment.

As of June 30, 2024, our liquidity was \$820 million. Given the minimal capital needs and flexible cost structure of our business, we believe that our existing cash, cash equivalents, cash generated through operations and our expected access to financing facilities, together with funding through our revolving credit facility, will be sufficient to fund our operating activities, anticipated capital expenditures and growth needs.

As of June 30, 2024, we were in compliance with the financial covenants of our credit agreement and expect to remain in such compliance. As of June 30, 2024, we had a term loan B with a principal outstanding balance of \$1.5 billion maturing in 2030, a term loan A with a principal outstanding balance of \$374 million maturing in 2027 and a five-year revolving credit facility maturing in 2027 with a maximum aggregate principal amount of \$750 million, of which none was outstanding.

The interest rate per annum applicable to our term loan B is equal to, at our option, either a base rate plus an applicable rate of 0.75% or the Secured Overnight Financing Rate ("SOFR") plus an applicable rate of 1.75%. Our revolving credit facility and term loan A are subject to an interest rate per annum equal to, at our option, either a base rate plus a margin ranging from 0.50% to 1.00% or SOFR plus a 0.10% SOFR adjustment, plus a margin ranging from 1.50% to 2.00%, in either case based upon our total leverage ratio and the total leverage of our restricted subsidiaries. As of June 30, 2024, the margin on our term loan A was 1.75%.

As of June 30, 2024, we had pay-fixed/receive-variable interest rate swaps which hedge the interest rate exposure on \$1.1 billion, effectively representing more than 72% of the outstanding amount of its term loan B. The interest rate swaps

have weighted average fixed rates (plus applicable spreads) ranging from 0.91% to 3.84% based on various effective dates for each of the swap agreements, with \$600 million of swaps that expire in the second quarter of 2028 and \$475 million expiring in the fourth quarter of 2027.

As of June 30, 2024, our credit rating was Ba1 from Moody's Investors Service and BB+ from both Standard and Poor's Rating Agency and Fitch Ratings. A credit rating is not a recommendation to buy, sell or hold securities and is subject to revision or withdrawal by the assigning rating organization. Reference in this report to any such credit rating is intended for the limited purpose of discussing or referring to aspects of our liquidity and of our costs of funds. Any reference to a credit rating is not intended to be any guarantee or assurance of, nor should there be any undue reliance upon, any credit rating or change in credit rating, nor is any such reference intended as any inference concerning future performance, future liquidity or any future credit rating. Our liquidity and access to capital may be impacted by our credit ratings, financial performance and global credit market conditions.

CASH FLOW

The following table summarizes the changes in cash, cash equivalents and restricted cash during the six months ended June 30, 2024 and 2023:

	Six Months Ended June 30,		
	2024	2023	Change
Cash provided by/(used in)			
Operating activities	\$ 77	\$ 176	\$ (99)
Investing activities	(31)	(19)	(12)
Financing activities	(32)	(254)	222
Effects of changes in exchange rates on cash, cash equivalents and restricted cash	(1)	(1)	—
Net change in cash, cash equivalents and restricted cash	<u>\$ 13</u>	<u>\$ (98)</u>	<u>\$ 111</u>

Net cash provided by operating activities decreased \$99 million compared to the prior-year period primarily due to \$46 million of transaction-related payments in 2024 related to the unsuccessful hostile takeover attempt and higher cash used for development advances.

Net cash used in investing activities increased \$12 million compared to the prior-year period primarily due to an increase in cash used for loans in connection with development activities.

Net cash used in financing activities decreased \$222 million compared to the prior-year period primarily due to new net debt borrowings of \$237 million, partially offset by \$22 million of higher stock repurchases.

Capital Deployment

Our first priority is to invest in the business. This includes deploying capital to attract high quality assets into our system, investing in select technology improvements across our business that further our strategic objectives and competitive position, brand refresh programs to improve quality and protect brand equity, business acquisitions that are accretive and strategically enhancing to our business, and/or other strategic initiatives. We also expect to maintain a regular dividend payment. Excess cash generated beyond these needs is expected to be available for enhanced stockholder return in the form of stock repurchases or potential acquisitions from time to time.

During the six months ended June 30, 2024, we spent \$16 million on capital expenditures primarily related to information technology, including digital innovation. During 2024, we anticipate spending approximately \$40 million on capital expenditures.

In addition, during the six months ended June 30, 2024, we spent \$64 million on development advance notes, net of repayments. During 2024, we anticipate spending approximately \$110 million on development advance notes. We may also provide other forms of financial support such as enhanced credit support to further assist in the growth of our business.

During the six months ended June 30, 2024, we incurred \$42 million of transaction-related costs associated with the failed hostile takeover attempt. During the first half of 2024, we paid \$46 million, including amounts incurred in 2023 for this transaction and we don't anticipate any other significant payments for the remainder of 2024.

We expect all our cash needs to be funded from cash on hand and cash generated through operations, and/or availability under our revolving credit facility.

Stock Repurchase Program

In May 2018, our Board approved a share repurchase plan pursuant to which we were authorized to purchase up to \$300 million of our common stock. Our Board has increased the capacity of the program by \$300 million in 2019, \$800 million in 2022, \$400 million in 2023 and \$400 million in 2024. Under the plan, we may, from time to time, purchase our common stock through various means, including, without limitation, open market transactions, privately negotiated transactions or tender offers, subject to the terms of the tax matters agreement entered into in connection with our spin-off.

Under our current stock repurchase program, we repurchased approximately 2.6 million shares at an average price of \$74.20 for a cost of \$188 million during the six months ended June 30, 2024. As of June 30, 2024, we had \$657 million of remaining availability under our program.

Dividend Policy

We declared cash dividends of \$0.38 per share in the first and second quarters of 2024 (\$63 million in aggregate).

The declaration and payment of future dividends to holders of our common stock is at the discretion of our Board and depends upon many factors, including our financial condition, earnings, capital requirements of our business, covenants associated with certain debt obligations, legal requirements, regulatory constraints, industry practice and other factors that our Board deems relevant.

LONG-TERM DEBT COVENANTS

Our credit facilities contain customary covenants that, among other things, impose limitations on indebtedness; liens; mergers, consolidations, liquidations and dissolutions; dispositions, restricted debt payments, restricted payments and transactions with affiliates. Events of default in these credit facilities include, among others, failure to pay interest, principal and fees when due; breach of a covenant or warranty; acceleration of or failure to pay other debt in excess of a threshold amount; unpaid judgments in excess of a threshold amount, insolvency matters; and a change of control. The credit facilities require us to comply with a financial covenant to be tested quarterly, consisting of a maximum first-lien leverage ratio of 5.0 times. The ratio is calculated by dividing consolidated first lien indebtedness (as defined in the credit agreement) net of consolidated unrestricted cash as of the measurement date by consolidated EBITDA (as defined in the credit agreement), as measured on a trailing four-fiscal-quarter basis preceding the measurement date. As of June 30, 2024, our annualized first-lien leverage ratio was 2.8 times.

The indenture, as supplemented, under which the senior notes due 2028 were issued, contains covenants that limit, among other things, our ability and that of certain of our subsidiaries to (i) create liens on certain assets; (ii) enter into sale and leaseback transactions; and (iii) merge, consolidate or sell all or substantially all of our assets. These covenants are subject to a number of important exceptions and qualifications.

As of June 30, 2024, we were in compliance with the financial covenants described above.

SEASONALITY

While the hotel industry is seasonal in nature, periods of higher revenues vary property-by-property and performance is dependent on location and guest base. Based on historical performance, revenues from franchise contracts are generally higher in the second and third quarters than in the first or fourth quarters due to increased leisure travel during the spring and summer months. Our cash from operating activities may not necessarily follow the same seasonality as our revenues and may vary due to timing of working capital requirements and other investment activities. The seasonality of our business may cause fluctuations in our quarterly operating results, earnings, profit margins and cash flows. As we expand into new markets and geographical locations, we may experience increased or different seasonality dynamics that create fluctuations in operating results different from the fluctuations we have experienced in the past.

COMMITMENTS AND CONTINGENCIES

We are involved in claims, legal and regulatory proceedings and governmental inquiries related to our business. Litigation is inherently unpredictable and, although we believe that our accruals are adequate and/or that we have valid defenses in these matters, unfavorable results could occur. As such, an adverse outcome from such proceedings for which claims are awarded in excess of the amounts accrued, if any, could be material to us with respect to earnings and/or cash flows in any given reporting period. As of June 30, 2024, the potential exposure resulting from adverse outcomes of such legal proceedings could, in the aggregate, range up to approximately \$5 million in excess of recorded accruals. However, we do not believe that the impact of such litigation should result in a material liability to us in relation to our financial position or liquidity. For a more detailed description of our commitments and contingencies see Note 10 - Commitments and Contingencies to the Condensed Consolidated Financial Statements contained in Part I, Item 1 of this report.

CRITICAL ACCOUNTING POLICIES

In presenting our financial statements in conformity with U.S. GAAP, we are required to make estimates and assumptions that affect the amounts reported therein. Several of the estimates and assumptions we are required to make relate to matters that are inherently uncertain as they pertain to future events. However, events that are outside of our control cannot be predicted and, as such, they cannot be contemplated in evaluating such estimates and assumptions. If there is a significant unfavorable change to current conditions, it could result in a material impact to our consolidated results of operations, financial position and liquidity. We believe that the estimates and assumptions we used when preparing our financial statements were the most appropriate at that time. These Condensed Consolidated Financial Statements should be read in conjunction with our 2023 Consolidated Financial Statements included in our most recent Annual Report on [Form 10-K](#) filed with the U.S. Securities and Exchange Commission (the "SEC") and any subsequent reports filed with the SEC, which includes a description of our critical accounting policies that involve subjective and complex judgments that could potentially affect reported results.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We use various financial instruments, including interest swap contracts, to reduce the interest rate risk related to our debt. We also use foreign currency forwards to manage and reduce the foreign currency exchange rate risk associated with our foreign currency denominated receivables and payables, forecasted royalties, forecasted earnings and cash flows of foreign subsidiaries and other transactions.

We are exclusively an end user of these instruments, which are commonly referred to as derivatives. We do not engage in trading, market making or other speculative activities in the derivatives markets. More detailed information about these financial instruments is provided in Note 9 - Fair Value to the Condensed Consolidated Financial Statements. Our principal market exposures are interest rate and currency exchange rate risks.

We assess our exposures to changes in interest rates utilizing a sensitivity analysis. The sensitivity analysis measures the potential impact in earnings, fair values and cash flows based on a hypothetical 10% change (increase and decrease) in interest rates. Our variable-rate borrowings, which include our term loan, a portion of which has been swapped to a fixed interest rate, and any borrowings we make under our revolving credit facility, expose us to risks caused by fluctuations in the applicable interest rates. The total outstanding balance of such variable-rate borrowings, net of swaps, was \$810 million as of June 30, 2024. A hypothetical 10% change in our effective weighted average interest rate on our variable-rate borrowings would result in a \$4 million increase or decrease to our annual long-term debt interest expense, and a one-point change in the underlying interest rates would result in approximately an \$8 million increase or decrease in our annual interest expense.

The fair values of cash and cash equivalents, trade receivables, accounts payable and accrued expenses and other current liabilities approximate their carrying values due to the short-term nature of these assets and liabilities.

We have foreign currency rate exposure to exchange rate fluctuations worldwide, particularly with respect to the Canadian Dollar, the Chinese Yuan, the Euro, the Brazilian Real, the British Pound and the Argentine Peso. We anticipate that such foreign currency exchange rate risk will remain a market risk exposure for the foreseeable future.

We use a current market pricing model to assess the changes in the value of our foreign currency derivatives used by us to hedge underlying exposure that primarily consists of our non-functional-currency current assets and liabilities. The primary assumption used in these models is a hypothetical 10% weakening or strengthening of the U.S. dollar against all our currency exposures as of June 30, 2024. The gains and losses on the hedging instruments are largely offset by the gains and losses on the underlying assets, liabilities or expected cash flows. As of June 30, 2024, the absolute notional amount of our outstanding

foreign exchange hedging instruments was \$205 million. We have determined through such analyses that a hypothetical 10% change in foreign currency exchange rates would have resulted in approximately a \$6 million increase or decrease to the fair value of our outstanding forward foreign currency exchange contracts, which would generally be offset by an opposite effect on the underlying exposure being economically hedged.

Argentina is considered to be a highly inflationary economy. As of June 30, 2024, we had total net exposure in Argentina relating to foreign currency of approximately \$5 million. We incurred immaterial foreign currency exchange gains related to Argentina during the six months ended June 30, 2024 and \$3 million of losses during the six months ended June 30, 2023.

Our total market risk is influenced by a wide variety of factors including the volatility present within the markets and the liquidity of the markets. There are certain limitations inherent in the sensitivity analyses presented. While probably the most meaningful analysis, these “shock tests” are constrained by several factors, including the necessity to conduct the analysis based on a single point in time and the inability to include the complex market reactions that normally would arise from the market shifts modeled.

Item 4. Controls and Procedures.

- (a) *Disclosure Controls and Procedures.* As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our principal executive and principal financial officers, of the effectiveness of the design and operation of our disclosure controls and procedures (as such term is defined in Rule 13(a)-15(e) of the Exchange Act). Based on such evaluation, our principal executive and principal financial officers concluded that our disclosure controls and procedures were effective and operating to provide reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.
- (b) *Internal Control Over Financial Reporting.* There have been no changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) during the period to which this report relates that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. As of June 30, 2024, we utilized the criteria established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

PART II – OTHER INFORMATION**Item 1. Legal Proceedings.**

We are involved in various claims, legal and regulatory proceedings arising in the ordinary course of business, none of which, in the opinion of management, is expected to have a material adverse effect on our financial condition. See Note 10 - Commitments and Contingencies to the Condensed Consolidated Financial Statements for a description of claims and legal actions arising in the ordinary course of our business.

Item 1A. Risk Factors.

The discussion of our business and operations should be read together with the risk factors contained in Item 1A of our Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2023 ("Annual Report"), filed with the Securities and Exchange Commission, which describe various risks and uncertainties to which we are or may become subject. These risks and uncertainties have the potential to affect our business, financial condition, results of operations, cash flows, strategies or prospects in a material and adverse manner.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

In May 2018, our Board approved a share repurchase plan pursuant to which we were authorized to purchase up to \$300 million of our common stock. Our Board has increased the capacity of the program by \$300 million in 2019, \$800 million in 2022, \$400 million in 2023 and \$400 million in 2024. The share repurchase plan has no termination date. Below is a summary of our common stock repurchases, excluding excise taxes and fees, by month for the quarter ended June 30, 2024:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plan	Approximate Dollar Value of Shares that May Yet Be Purchased Under Plan
April	392,684	\$ 72.78	392,684	\$ 758,129,125
May	801,351	71.27	801,351	701,017,058
June	617,260	71.90	617,260	656,637,577
Total	1,811,295	\$ 71.81	1,811,295	\$ 656,637,577

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

During the three months ended June 30, 2024, no directors or executive officers entered into, modified or terminated, contracts, instructions or written plans for the sale or purchase of the Company's securities that were intended to satisfy the affirmative defense conditions of Rule 10b5-1 or that constituted non-Rule 10b5-1 trading arrangements (as defined in Item 408 of Regulation S-K).

Item 6. Exhibits.

The exhibit index appears on the page immediately following the signature page of this report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

WYNDHAM HOTELS & RESORTS, INC.

Date: July 25, 2024

By:

/s/ Michele Allen

Michele Allen

Chief Financial Officer and Head of Strategy

Date: July 25, 2024

By:

/s/ Nicola Rossi

Nicola Rossi

Chief Accounting Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Fifth Amendment, dated as of May 24, 2024, to the Credit Agreement, dated as of May 30, 2018, as amended by the First Amendment, dated as of April 30, 2020, the Second Amendment, dated as of August 10, 2020, the Third Amendment, dated as of April 8, 2022, and the Fourth Amendment, dated as of May 25, 2023, with Bank of America, N.A., as administrative agent, the several lenders from time to time party thereto, and the other parties thereto (incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed May 28, 2024)</u>
10.2†*	<u>Separation and Release Agreement, dated as of March 28, 2024, between Wyndham Hotels & Resorts, Inc. and Lisa Checchio</u>
15.1*	<u>Letter re: Unaudited Interim Financial Information</u>
31.1*	<u>Certification of President and Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
31.2*	<u>Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</u>
32**	<u>Certification of President and Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS*	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

† Indicates management contract or compensatory plan.

* Filed herewith.

** Furnished with this report.

SEPARATION AND RELEASE AGREEMENT

THIS SEPARATION AND RELEASE AGREEMENT (this "Agreement") is made as of this 28th day of March, 2024 by Wyndham Hotels & Resorts, Inc., a Delaware Corporation (the "Company") and Lisa Checchio (the "Executive").

WHEREAS, the Executive serves as Chief Marketing Officer of the Company;

WHEREAS, the Executive and the Company are signatories to an employment letter agreement dated February 25, 2020, amended and restated on February 13, 2023 ("Employment Agreement"); and

WHEREAS, the Company and the Executive have mutually agreed to end their employment relationship under the terms and conditions set forth exclusively in this Agreement effective as of April 12, 2024, as further set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, representations and warranties set forth herein, and for other good and valuable consideration, the Executive and the Company agree as follows:

Section 1 Cessation of Employment Relationship

1.1. Effective as of April 12, 2024 ("Separation Date" or "Termination Date"), the Executive's employment with the Company and its affiliates and subsidiaries will automatically terminate without the need for any further action by the Company, the Executive or any other party.

1.2. Effective as of the Separation Date, the Executive hereby resigns from all positions, officerships and directorships with the Company and any affiliate and subsidiary of the Company, all positions, officerships and directorships on the Company's and its affiliates' or subsidiaries' foundations, benefit plans and programs and all positions, officerships and directorships with any hotel industry trade associations or foundations (including the American Hotel & Lodging Association) based on Executive's employment with the Company.

Section 2 Payment Obligations

2.1 Severance. Provided the Separation Date occurs, the Company and the Executive agree that the Executive's separation from employment with the Company will be treated as a "Qualifying Termination" (as defined in the Employment Agreement), provided that the Executive's employment is not terminated by the Company for "Cause" (as defined in the Employment Agreement) prior to the Separation Date. Accordingly, as provided for in the Employment Agreement:

(a) The Company shall pay the Executive an aggregate cash severance amount equal to one million eight hundred and eighty thousand dollars (\$1,880,000.00) payable in a lump sum, less all applicable taxes, withholdings and deductions, in the first payroll period following the date on which the Agreement becomes effective and non-revocable, subject to Sections 2.3, 2.4 and 4.6 below.

(b) Effective as of the Termination Date, but subject to Sections 2.3, 2.4 and 4.6 below, the Executive's outstanding incentive equity awards shall be treated as set forth below:

- (i) All of the Executive's outstanding time-based restricted stock units ("RSUs") which would have otherwise vested within one year following the Termination Date (totaling 12,551 RSUs) will become vested as of the Termination Date and settled in shares of Company common stock, to be provided to the Executive within sixty (60) days after the Termination Date, pursuant to the terms and conditions of (a) the Wyndham Hotels & Resorts, Inc. 2018 Equity and Incentive Plan, as amended from time to time ("WHR Plan") and (b) Award

Agreement – Restricted Stock Units, each dated (w) February 23, 2021, (x) March 10, 2022, (y) March 1, 2023, and (z) February 29, 2024, between the Company and the Executive.

- (ii) All of the Executive's stock options which have vested and have not been exercised (totaling 47,028 shares underlying such stock options) shall remain outstanding and exercisable for a period of two (2) years (but not beyond the original expiration date) immediately following the Termination Date, pursuant to the terms and conditions of (a) the WHR Plan and (b) Award Agreement – Non-Qualified Stock Options, each dated (x) February 27, 2019 and (y) February 25, 2020, between the Company and the Executive.
- (iii) The Executive's outstanding performance-based long term incentive awards ("PVRsUs") held as of the Termination Date and granted pursuant to the terms and conditions of (a) the WHR Plan and (b) Award Agreement – Performance-Vested Restricted Stock Units, each dated (x) March 10, 2022, (y) March 1, 2023, and (z) February 29, 2024, between the Company and the Executive (totaling 7,560 PVRsUs), shall vest and be paid pro-rata, based upon the portion of the full performance period during which Executive was employed by the Company plus twelve (12) months (or if less, the entire performance period remaining after the Termination Date), provided only that the performance goals applicable to the PVRsUs are achieved. Payment of any such PVRsUs will occur at the same time that such PVRsUs are paid to actively-employed employees generally.

The Executive acknowledges and agrees that the Executive has no other outstanding incentive awards, equity awards or equity rights with the Company or any Released Party (as defined in the Release identified in Section 2.4 and attached hereto as Exhibit A), except as set forth in subsection (b) herein. For the avoidance of doubt, the Executive is not entitled to any future Company incentive awards or equity rights that may otherwise be provided to officers or employees of the Company after the date of this Agreement (i.e., March 28, 2024). Furthermore, for the avoidance of doubt, except as provided for in subsection (b) herein, nothing contained herein shall affect the terms of restricted stock shares or other equity compensation previously awarded to the Executive, under the WHR Plan which shall continue to be governed under the terms and conditions of the WHR Plan and applicable award agreements thereunder.

(c) The Executive shall continue to be eligible to participate in the Company's Officer Deferred Compensation Plan and 401(k) Plan up to and including the Separation Date, in accordance with the terms thereof.

(d) The Executive shall continue to participate in the health plans in which she currently participates through the end of the month in which the Separation Date occurs. Following the end of the month in which the Separation Date occurs, the Executive may elect to continue such coverage in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act, as amended ("COBRA"); provided that the Company shall provide the Executive with a cash payment of forty-nine thousand five hundred and forty-seven dollars (\$49,547.00), less applicable taxes, withholdings and deductions (the "Health Reimbursement Payment"), which is meant to represent eighteen (18) months of the Executive's estimated COBRA premiums for such coverage. The Health Reimbursement Payment shall be paid in a lump sum in the first payroll period following the date on which this Agreement becomes effective and non-revocable, subject to Sections 2.3, 2.4 and 4.6 below.

(e) To the extent the Executive would otherwise be entitled as an executive of the Company to participate in the Company's executive health physical program, such entitlement will be provided to the Executive through December 31, 2024.

(f) The Executive shall be eligible to continue to use the vehicle provided to her through the Company's executive car lease program in which she currently participates, upon the same terms as currently are in effect for her, through the Separation Date, at which time she shall relinquish the vehicle to the Company. The Executive shall have the option to purchase the vehicle in accordance with the terms of such program for use, at her own expense on or before April 30, 2024.

(g) In lieu of providing outplacement services rendered by a firm selected by the Company, the Company shall provide the Executive with a payment of fifteen thousand dollars (\$15,000.00), less applicable taxes, withholdings and deductions ("Outplacement Reimbursement"). The Outplacement Reimbursement shall be paid in a lump sum in the first payroll period following the date on which this Agreement becomes effective and non-revocable, subject to Sections 2.3, 2.4 and 4.6 below.

(h) The Executive may continue to use the financial services provided through the AYCO Company through the 2024 tax season ending on April 15, 2025.

(i) Notwithstanding any other provision of this Agreement or the Employment Agreement, all payments to, vesting, benefits, and other rights of the Executive under this Section 2.1 shall be subject to Sections 2.3, 2.4 and 4.6 of this Agreement. In addition, and without limitation of its rights at law or in equity, the Company reserves the right to suspend payments to, vesting, benefits and other rights of the Executive if the Company has a belief that the Executive is in breach of Section 3 of this Agreement, or otherwise is in breach of any representation, affirmation or acknowledgment by Executive under this Agreement or the Release.

(j) Except as provided in this Section 2.1, the Executive acknowledges and agrees that she is not entitled to any severance benefits under any other severance plan, arrangement, agreement or program of the Company or its affiliates, or any of the Released Parties.

(k) The Executive shall be entitled to keep a Company-issued iPhone (including the telephone number associated with her current iPhone) ("Phone"), iPad ("iPad"), and laptop computer ("Laptop"). The Executive will provide the Company's Information Security and Information Technology Departments with her Phone, iPad and Laptop, and the Company shall be permitted to image the Phone, iPad and Laptop, remove and replace the hard drive associated with the Laptop and otherwise erase all information from the Phone, iPad and Laptop, and provide a replacement Phone, iPad and Laptop to the Executive for her personal use. The Executive shall assume all financial responsibility associated with the Phone, iPad and Laptop as of the Separation Date. The Company will provide reasonable transitional IT assistance.

2.2 Other Benefits. Following the Separation Date, the Executive will be paid any vested and accrued but not yet paid amounts due under the terms and conditions of any other employee pension benefit plans in accordance with the terms of such plan and applicable law.

2.3 Code Section 409A. Although the Company does not guarantee to the Executive any particular tax treatment relating to the payments made or benefits provided to the Executive in connection with the Executive's employment with the Company, it is intended that this Agreement comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and all regulations, guidance and other interpretive authority issued thereunder ("Code Section 409A"), or be exempt therefrom, and this Agreement shall be construed and applied in a manner consistent with this intent. However, notwithstanding anything herein to the contrary, in no event whatsoever shall the Company or any of its affiliates be liable for any tax, additional tax, interest or penalty that may be imposed on the Executive pursuant to Code Section 409A or for any damages for failing to comply with Code Section 409A.

The Executive's termination from employment must constitute a "separation from service" under Code Section 409A for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment; provided, further, that in the event the period during which the Executive is entitled to consider (and revoke, if applicable) this Agreement spans two calendar years, then any payment that otherwise would have been payable during the first calendar year will in no case be made until the later of (a) the

end of the revocation period (assuming the Executive does not revoke this Agreement prior to the end of such period) and (b) the first business day of the second calendar year (regardless of whether the Executive has used the full time period allowed for consideration of this Agreement), as and to the extent required for purposes of Code Section 409A; and provided, further, that the Company shall have the right to offset against such severance pay any then-existing documented and bona fide monetary debts the Executive owes to the Company or any of its subsidiaries, but only to the extent permissible under Code Section 409A. Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the date of termination to be a "specified employee" within the meaning under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit will not be made or provided until the date that is the earlier of (i) the expiration of the six-month period measured from the date of such "separation from service" of the Executive, and (ii) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 2.3 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) will be paid or reimbursed to the Executive in a lump sum, and any remaining payments and benefits due under this Agreement will be paid or provided in accordance with the normal payment dates specified for them herein.

Notwithstanding any other provision herein to the contrary, to the extent that the reimbursement of any expenses or the provision of any in-kind benefits under this Agreement is subject to Code Section 409A, (i) reimbursement of any such expense shall be made by no later than December 31 of the calendar year immediately following the calendar year in which such expense is incurred; (ii) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; and (iii) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Each and every payment under this Agreement shall be treated as a right to receive a series of separate payments under this Agreement shall be treated as a right to receive a series of separate payments under the Treasury Regulation Section 1.409A-2(b)(2)(iii). Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

2.4 Waiver and Release. Notwithstanding any other provision of this Agreement or the Employment Agreement to the contrary, this Agreement shall not become effective, and neither the Company nor the Executive shall have any rights or obligations under this Agreement, unless and until the Release attached as Exhibit A hereto and made a part hereof (the "Release") becomes effective pursuant to its terms. Furthermore, the payments, benefits, vesting and other rights provided to the Executive under Section 2.1 of this Agreement are subject to, and contingent upon, the execution and non-revocation by Executive of the "ADEA Release" (as set forth in the Release). If the Executive does not execute, or executes and then revokes, the ADEA Release, the Executive shall have no right to any payments, benefits, vesting or other rights provided pursuant to Section 2.1 hereof.

2.5 Indemnification. From and after the Separation Date, the Company will indemnify the Executive and advance and/or reimburse related expenses, to the fullest extent permitted by the laws of the state of incorporation of the Company (Delaware) and with the limitations set forth under the Certificate of Incorporation and By-Laws of the Company. In addition, nothing in this Agreement or Exhibit A shall affect the Executive's rights, if any, to indemnification, advancement, defense or related reimbursement pursuant to, and subject to the terms and conditions of, the Employment Agreement, any applicable D&O policies, any applicable insurance policies or applicable law.

2.6. Payment to Executive's Estate. In the event of the Executive's death prior to the payment and/or provision of any of the severance payments and/or benefits set forth under Section 2.1 herein (collectively, the "Severance"), provided the Executive or the Executive's estate has complied with Section 2.4 hereof, the Executive's estate will receive the Severance in accordance with the payment terms set forth in this Agreement.

Section 3 Restrictive Covenants.

3.1 Confidential and Proprietary Information. In addition to the Executive's post-employment termination obligations (as set forth in the tenth (10th) and eleventh (11th) paragraphs of her Employment Agreement, which are incorporated herein by reference), the Executive acknowledges that in connection with her employment, she has had access to information of a nature not generally disclosed to the public. The Executive agrees to keep confidential and not disclose to anyone, unless legally compelled to do so, all "Confidential and Proprietary Information," which includes but is not limited to all Company (including the Company's affiliates and subsidiaries) and any of the Released Parties' (including any Released Party's affiliates and subsidiaries) business and strategic plans, financial details, computer programs, manuals, contracts, current and prospective client and supplier lists, and developments owned, possessed or controlled by the Company or any Released Party, regardless of whether possessed or developed by the Executive in the course of her employment. Such Confidential and Proprietary Information may or may not be designated as confidential or proprietary and may be oral, written or electronic media. "Confidential and Proprietary Information" shall not include information that: (a) was already publicly known at the time of disclosure to Executive; (b) subsequently becomes publicly known other than through disclosure by Executive; or (c) is generally known within the industry. The Executive understands that Confidential and Proprietary Information is owned and shall continue to be owned solely by the Company or Released Party (as applicable). The Executive agrees that she has not disclosed and will not disclose, directly or indirectly, in whole or in part, any Confidential and Proprietary Information, except as may be required to respond to a court order, subpoena, or other legal process. In the event the Executive receives a court order, subpoena or notice of other legal process requiring the disclosure of any information concerning the Company or any Released Party (as applicable), including but not limited to Confidential and Proprietary Information, to the extent permitted by law, the Executive shall give the Company notice of such process within forty-eight (48) hours of receipt, in order to provide the Company (or Released Party, as applicable) with the opportunity to move to quash or otherwise seek the preclusion of the disclosure of such information. The Executive acknowledges that she has complied and will continue to comply with this commitment, both during and after the end of her employment. The Executive also acknowledges her continuing obligations under the Company's and any Released Party's Business Principles. This Section 3.1 shall in all respects be subject to Section 1(d) and Section 6 of the Release.

3.2 Non-Competition; Non-Solicitation; Non-Interference. For a period of twelve (12) months following the Termination Date, the Executive agrees that she will not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity: (a) solicit, aid, or induce any customer of the Company, including its divisions, affiliates and subsidiaries (collectively the "Company Group") or any Released Party, including its divisions, affiliates and subsidiaries (collectively the "Released Party Group"), to purchase goods or services then sold by the Company Group or Released Party Group from another person, firm, corporation, or other entity or assist or aid any other person or entity in identifying or soliciting any such customer to the detriment of the Company Group or Released Party Group; (b) solicit, aid, or induce any employee of the Company Group or Released Party Group to leave such employment or to accept employment with any other person, firm, corporation, or other entity unaffiliated with the Company Group or Released Party Group or hire or retain any such employee, or take any action to materially assist or aid any other person, firm, corporation, or other entity in hiring any such employee; (c) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company Group or Released Party Group and any of its or their vendors, joint venturers, or licensors; or (d) without the express prior written consent of the Chief Executive Officer of the Company which may be withheld in the Company's sole and absolute discretion, engage in, directly or indirectly (whether for compensation or otherwise) own or hold any proprietary interest in, manage, operate, or control, or join or participate in the ownership, management, operation or control of, or furnish any capital to or be connected in any manner with, any party or business which competes in any way or manner with the Company's (including its affiliates' and/or subsidiaries') hotel brands in the economy, midscale and upper midscale chain scales (as defined by Smith Travel Research), including, without limitation, the following hotel branded companies and their affiliates: Choice Hotels International, Inc., Best Western International Inc. and InterContinental Hotels Group PLC, as such hotel brands may be conducted from time to time,, either as a general or limited partner, proprietor, common or preferred shareholder, officer, director, agent, employee, consultant, trustee, affiliate, or otherwise. The Executive acknowledges that the Company's (and its divisions', affiliates' and subsidiaries') hotel brands businesses are conducted nationally and internationally and agrees that the provisions in the foregoing sentence shall operate

throughout the United States and the world. The Executive agrees that such covenants, restrictions, obligations and agreements of the Executive therein and herein are fair and reasonable and are an essential element of the payments, rights and benefits provided to the Executive pursuant to this Agreement and but for the Executive's agreement to comply therewith and herewith, the Company would not have entered into this Agreement.

3.3 Non-Disparagement. The Executive agrees not to make, at any time (whether before or after the Termination Date), negative comments about or otherwise disparage the Company or any Released Party, or any of their officers, directors, employees, shareholders, members, agents, or products. The Company agrees that it will not endorse disparaging comments purportedly made by an officer of the Company concerning the Executive. The foregoing will not restrict or impede the Executive from exercising protected legal rights to the extent such rights cannot be waived by agreement or from providing truthful statements in response to any governmental agency, rulemaking authority, subpoena power, legal process, required governmental testimony or filings, or judicial, administrative, or arbitral proceedings (including, without limitation, depositions in connection with such proceedings). This Section 3.3 shall in all respects be subject to Section 1(d) and Section 6 of the Release.

3.4 Non-Disclosure. Unless otherwise required by law and subject in all respects to Section 1(d) and Section 6 of the Release, the Executive agrees not to disclose, either directly or indirectly, any information regarding the existence or substance of this Agreement, including specifically any of the terms of payment hereunder, which are not made public by the Company or required by law. This nondisclosure includes, but is not limited to, members of the media, present or former members of the Company (or any Released Party), and other members of the public, but does not include an attorney, an accountant, an immediate family member or a representative whom the Executive chooses to consult or seek advice regarding her consideration of and decision to execute this Agreement.

Section 4. Miscellaneous.

4.1 Modifications. This Agreement may not be modified or amended except in writing signed by each of the parties hereto. No term or condition of this Agreement shall be deemed to have been waived except in writing by the party charged with such waiver. A waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver for the future or act as a waiver of anything other than that specifically waived.

4.2 Governing Law. This Agreement has been executed and delivered in the State of New Jersey and its validity, interpretation, performance and enforcement shall be governed by New Jersey law (without reference to its conflict of law rules).

4.3 Arbitration. Unless otherwise prohibited by applicable law, any controversy, dispute or claim arising out of or relating to this Agreement or the breach hereof which cannot be settled by mutual agreement of the parties hereto shall be submitted to and resolved by binding arbitration in accordance with the Federal Arbitration Act and in accordance with the provisions for arbitration set forth in Appendix A of the Employment Agreement, which is incorporated herein by reference, except that with respect to the matters covered by Section 3 of this Agreement, the Company may, but shall not be required to, seek injunctive and/or other equitable relief in a judicial proceeding, in conjunction with which the Executive acknowledges that the damages resulting from any breach of any such matter or provision would be irreparable and agrees that the Company has the right to apply to any court of competent jurisdiction for the issuance of a temporary restraining order to maintain the status quo pending the outcome of any such proceeding.

4.4 Survival. All of the Executive's obligations, covenants and restrictions under any confidentiality agreement, any non-disclosure agreement, and the Company's Business Principles, including but not limited to such provisions as set forth in the tenth (10th) and eleventh (11th) paragraphs of the Employment Agreement, which are incorporated herein by reference, shall survive and continue in full force and effect. This Section 4.4 shall in all respects be subject to Section 1(d) and Section 6 of the Release.

4.5 Enforceability; Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under applicable law. All provisions of this Agreement are intended to be severable. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, in whole or in part, such finding shall in no way affect the validity or enforceability of any other provision of this Agreement. The parties hereto further agree that any such invalid or unenforceable provision shall be deemed modified so that it shall be enforced to the greatest extent permissible under law, and to the extent that any court of competent jurisdiction determines any restrictions herein to be unenforceable in any respect, such court may limit this Agreement to render it enforceable in the light of the circumstances in which it was entered into and specifically enforce this Agreement to the fullest extent permissible.

4.6 Withholding. All payments and benefits payable pursuant to this Agreement shall be subject to reduction by all applicable withholding, social security and other federal, state and local taxes and deductions.

4.7 Continuing Cooperation. The Executive agrees to cooperate and make herself available to the Company or any of its successors (including any past or future subsidiary of the Company), any of the Released Parties, or its or their General Counsel, as the Company may reasonably request, to assist in any matter, including giving truthful testimony in any litigation or potential litigation, as to which Executive may have knowledge, information or expertise. The Executive shall be reimbursed, to the extent permitted by law, any reasonable out-of-pocket expenses associated with such cooperation, provided those expenses are pre-approved by the Company (or Released Party, as applicable) prior to the Executive incurring them. The Executive acknowledges that her agreement to this provision is a material inducement to the Company to enter into the Agreement and pay the consideration described therein.

4.8 Notices. All notices or other communications hereunder shall not be binding on either party hereto unless in writing, and delivered to the other party thereto at the following address:

If to the Company:

Wyndham Hotels & Resorts, Inc.

22 Sylvan Way

Parsippany, NJ 07054

Attn: Geoffrey A. Ballotti, President & Chief Executive Officer, and Paul Cash, General Counsel

If to the Executive:

Lisa Checchio

[_____]

[_____]

Notices shall be deemed duly delivered upon hand delivery at the above address, or one day after deposit with a nationally recognized overnight delivery company, or three days after deposit thereof in the United States mails, postage prepaid, certified or registered mail. Any party may change its address for notice by delivery of written notice thereof in the manner provided.

4.9 Assignment. This Agreement is personal in nature to the Company and the rights and obligations of the Executive under this Agreement shall not be assigned or transferred by the Executive. The Company may assign this Agreement to any successor to all or a portion of the business and/or assets of the

Company, provided that the Company shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

4.10 Jurisdiction. Subject to Section 4.3 of the Agreement, in any suit, action or proceeding seeking to enforce any provision of this Agreement, the Executive hereby: (a) irrevocably consents to the exclusive jurisdiction of any federal court located in the State of New Jersey or any of the state courts of the State of New Jersey; (b) waives, to the fullest extent permitted by applicable law, any objection which she may now or hereafter have to the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and (c) agrees that process in any such suit, action or proceeding may be served on her anywhere in the world, whether within or without the jurisdiction of such court, and, without limiting the foregoing, irrevocably agrees that service of process on such party, in the same manner as provided for notices in Section 4.8 of this Agreement, shall be deemed effective service of process on such party in any such suit, action or proceeding. **UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE EXECUTIVE AND COMPANY AGREE KNOWINGLY AND VOLUNTARILY TO WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL PROCEEDING.**

4.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

4.12 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

4.13 Entire Agreement. This Agreement (including the Release to be executed and delivered by the Executive pursuant to Section 2.4 above) is entered into between the Executive and the Company as of the date hereof and constitutes the entire understanding and agreement between the parties hereto and, other than as set forth in Section 4.4 of this Agreement, supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether oral or written, concerning the subject matter hereof, including, without limitation, the Employment Agreement (unless, as set forth herein, certain provisions of the Employment Agreement are incorporated by reference in this Agreement). All negotiations by the parties concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto by the parties hereto other than those incorporated herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties knowingly and voluntarily have executed this Agreement as of the date first written above.

WYNDHAM HOTELS & RESORTS, INC.

By: /s/ Monica L. Melancon

Name: Monica L. Melancon

Title: Chief Human Resource Officer

/s/ Lisa Checchio

EXECUTIVE: Lisa Checchio

EXHIBIT A

RELEASE

As a condition precedent to Wyndham Hotels & Resorts, Inc. ("the Company") providing the consideration set forth in Section 2 of the Separation and Release Agreement dated March 28, 2024 ("Agreement"), to which this Release is attached as Exhibit A (this "Release"), on or following the "ADEA Release Effective Date" (as defined below) to the undersigned executive (the "Executive"), the Executive hereby agrees to the terms of this Release as follows:

1. **Release.**

(a) Subject to Section 1(c) below, the Executive, on behalf of the Executive and the Executive's heirs, executors, administrators, successors and assigns, hereby voluntarily, unconditionally, irrevocably and absolutely releases and discharges the Company and each of its subsidiaries, affiliates and joint venture partners, and all of their past and present employees, officers, directors, agents, owners, shareholders, representatives, members, attorneys, partners, insurers and benefit plans, and all of their predecessors, successors and assigns (collectively, the "Released Parties", and each a "Released Party") from any and all claims, demands, causes of action, suits, controversies, actions, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, any other damages, claims for costs and attorneys' fees, losses or liabilities of any nature whatsoever in law and in equity and any other liabilities, known or unknown, suspected or unsuspected of any nature whatsoever (hereinafter, "Claims") that the Executive has or may have against the Released Parties: (i) from the beginning of time through the date upon which the Executive signs this Release and the ADEA Release; (ii) arising from or in any way related to the Executive's employment or termination of employment with any of the Released Parties; (iii) arising from or in any way related to any agreement with any of the Released Parties, including but not limited to the Employment Agreement; and/or (iv) arising from or in any way related to awards, policies, plans, programs or practices of any of the Released Parties that may apply to the Executive or in which the Executive may participate, in each case, including, but not limited to, under any federal, state or local law, act, statute, code, order, judgment, injunction, ruling, decree or writ, ordinance or regulation, including, but not limited to:

- Title VII of the Civil Rights Act of 1964;
 - Sections 1981 through 1988 of Title 42 of the United States Code;
 - The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
 - The Immigration Reform and Control Act;
 - The Americans with Disabilities Act of 1990;
 - The Age Discrimination in Employment Act of 1967 ("ADEA");
 - The Worker Adjustment and Retraining Notification Act;
 - The Fair Credit Reporting Act;
 - The Family and Medical Leave Act;
 - The Equal Pay Act;
 - The Genetic Information Nondiscrimination Act of 2008;
 - The Occupational Safety and Health Act;
 - The Family First Coronavirus Response Act;
 - The New Jersey Law Against Discrimination;
 - The New Jersey Civil Rights Act;
 - The New Jersey Family Leave Act;
 - The New Jersey State Wage and Hour Law;
 - The New Jersey Wage Payment Law;
 - The Millville Dallas Airmotive Plant Job Loss Notification Act;
 - The New Jersey Conscientious Employee Protection Act;
 - The New Jersey Equal Pay Act;
 - The New Jersey Occupational Safety and Health Law;
 - The New Jersey Security and Financial Empowerment Act;
-

- The New Jersey Temporary Disability Benefits Law;
- The New Jersey Civil Union Act;
- The New Jersey Smokers' Rights Law;
- The New Jersey Genetic Privacy Act;
- The New Jersey Fair Credit Reporting Act;
- The New Jersey Earned Sick Leave Law;
- The New Jersey Statutory Provision Regarding Retaliation/Discrimination for Filing A Workers' Compensation Claim;
- The New Jersey Public Employees' Occupational Safety and Health Act;
- New Jersey laws regarding Political Activities of Employees, Lie Detector Tests, Jury Duty, Employment Protection, and Discrimination;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) The Executive understands that the Executive may later discover claims or facts that may be different than, or in addition to, those which she now knows or believes to exist with regards to the subject matter of this Release and the releases in this Section 1, and which, if known at the time of executing this Release and the ADEA Release (as defined herein), may have materially affected this Release or the Executive's decision to enter into it. The Executive hereby waives any right or claim that might arise as a result of such different or additional claims or facts.

(c) This Release is not intended to bar or affect: (i) any Claims that may not be waived by private agreement under applicable law, such as claims for workers' compensation or unemployment insurance benefits; (ii) vested rights under the Company's 401(k) or pension plan; (iii) any right to the payments and benefits set forth in Section 2.1 of the Agreement; and/or (iv) any earned, but unpaid, wages or paid-time-off payable upon a termination of employment that may be owed pursuant to Company policy and applicable law or any unreimbursed expenses payable in accordance with Company policy.

(d) Nothing in this Release is intended to prohibit or restrict the Executive's right to file a charge with, or participate in a charge by, the Equal Employment Opportunity Commission or any other local, state, or federal administrative body or government agency; provided, however, that the Executive hereby waives the right to recover any monetary damages or other relief against any Released Parties to the fullest extent permitted by law, excepting any benefit or remedy to which the Executive is or becomes entitled to pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(e) Notwithstanding anything in this Release to the contrary, the Executive's release of Claims under the ADEA (the "ADEA Release") shall become effective only upon: (i) the Executive's separate signature set forth on the signature page of this Release reflecting her assent to her release of Claims under the ADEA; and (ii) the occurrence of the ADEA Release Effective Date. The Executive shall not sign the ADEA Release until the Separation Date as set forth in the Agreement, and payment of Severance provided for under Section 2.1 of the Agreement is contingent upon the Executive's execution and non-revocation of the ADEA Release.

(f) The Executive represents that she has made no assignment or transfer of any right or Claim covered by this Section 1, and the Executive further agrees that she is not aware of any such right or Claim covered by this Section 1.

(g) As of the date upon which the Executive executes this Release and the ADEA Release, the Executive acknowledges that she does not have any current charge, claim, complaint, grievance or other proceeding against any of the Released Parties pending before any local, state or federal agency regarding her employment or separation from employment, or furnished information or assistance to any non-governmental person

or entity, who or which is taking or considering whether to take legal action against any of the Released Parties. This provision shall in all respects be subject to Subsection (d) herein and Section 6 of this Release.

2. **Return of Company Property.** The Executive represents that she has returned to the Company all Company property and confidential and proprietary information in her possession or control, including but not limited to Confidential and Proprietary Information as defined in the Agreement, in any form whatsoever, including without limitation, equipment, telephones, smart phones, PDAs, laptops, credit cards, keys, access cards, identification cards, security devices, network access devices, pagers, documents, manuals, reports, books, compilations, work product, e-mail messages, recordings, tapes, removable storage devices, hard drives, computers and computer discs, files and data, which the Executive prepared or obtained during the course of her employment with the Company. The Executive has also provided the Company with the passcodes to any lock devices or password protected work-related accounts. If the Executive discovers any property of the Company (or any Released Party) or confidential or proprietary information in her possession after the date upon which she signs the Agreement and this Release, the Executive shall immediately return such property.

3. **Non-disparagement.** Subject to Section 1(d) above and Section 6 below, the Executive agrees not to: (a) make any statement, written or oral, directly or indirectly, which in any way disparages the Company or any of the Released Parties or their business, products or services in any manner whatsoever, or portrays the Company or any of the Released Parties or their business, products or services in a negative light or would in any way place the Company or any of the Released Parties in disrepute; and/or (b) encourage anyone else to disparage or criticize the Company or any of the Released Parties or their business, products or services, or put them in a bad light. The foregoing will not restrict or impede the Executive from exercising protected legal rights to the extent such rights cannot be waived by agreement or from providing truthful statements in response to any governmental agency, rulemaking authority, subpoena power, legal process, required governmental testimony or filings, or judicial, administrative, or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

4. **Consultation/Voluntary Agreement.** The Executive acknowledges that the Company has advised the Executive to consult with legal counsel of her choosing prior to executing this Release. The Executive has carefully read and fully understands all of the provisions of this Release. The Executive agrees she is entering into this Release knowingly, freely and voluntarily in exchange for good and valuable consideration to which the Executive would not be entitled in the absence of executing and not revoking this Release.

5. **Review and Revocation Period.** The Executive has been given at least forty-five (45) calendar days to consider the terms of this Release, although Executive may sign it at any time sooner, but in no event prior to her Separation Date as set forth in the Agreement. The Executive has seven (7) calendar days after the date on which she executes the ADEA Release to revoke her consent to the ADEA Release. Any such revocation must be in writing and must be e-mailed to Geoffrey Ballotti, President and CEO at [____]. Notice of such revocation of the ADEA Release must be received within the seven (7) calendar days referenced above. In the event of such revocation of the ADEA Release by the Executive, with the exception of the ADEA Release (which shall become null and void), this Release shall otherwise remain fully effective. Provided that the Executive does not revoke her execution of the ADEA Release within such seven (7) day revocation period, the "ADEA Release Effective Date" shall occur on the eighth calendar day after the date on which she signs the signature page of this Release reflecting her assent to the ADEA Release. If the Executive revokes this Release or the ADEA Release within the permissible period, the Executive shall have no right to the payments and benefits set forth in Section 2.1 of the Agreement.

6. **Permitted Disclosures.** Nothing in this Release or any other agreement between the Executive and the Company or any other policies of the Company or its affiliates shall prohibit or restrict the Executive or her attorney(s) from: (a) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Release, or as required by law or legal process, including with respect to possible violations of law; (b) participating, cooperating, or testifying in any action, investigation, or proceeding

with, or providing information to, any governmental agency or legislative body, any self-regulatory organization, and/or pursuant to the Sarbanes-Oxley Act; (c) making any other disclosures that are protected under the whistleblower provisions of any applicable law, rule or regulation or (d) accepting any U.S. Securities and Exchange Commission awards. In addition, nothing in this Release or any other agreement between the Executive and the Company or any other policies of the Company or its affiliates prohibits or restricts the Executive from initiating communications with, or responding to any inquiry from, any regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation. Pursuant to 18 U.S.C. §1833(b), the Executive will not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of a trade secret of the Company or its affiliates that: (i) is made (x) in confidence to a Federal, state, or local government official, either directly or indirectly, or to the Executive's attorney and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If the Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Executive may disclose the trade secret to her attorney(s) and use the trade secret information in the court proceeding, if the Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Nothing in this Release or any other agreement between the Company and the Executive or any other policies of the Company or its affiliates is intended to conflict with 18 U.S.C. §1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

7. **No Admission of Wrongdoing.** Neither this Release, nor the furnishing of the consideration for this Release, shall be deemed or construed at any time to be an admission by the parties or any of the Released Parties of any improper or unlawful conduct, all of which is denied.

8. **Third-Party Beneficiaries.** The Executive acknowledges and agrees that all Released Parties are third-party beneficiaries of this Release and have the right to enforce this Release.

9. **Amendments and Waivers.** No amendment to or waiver of this Release or any of its terms will be binding unless consented to in writing by the Executive and an authorized representative of the Company. No waiver by the Company or any Released Party of a breach of any provision of this Release, or of compliance with any condition or provision of this Release to be performed by the Executive, will operate or be construed as a waiver of any subsequent breach with respect to any other Released Party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of the Company or any Released Party to take any action by reason of any breach will not deprive any other Released Party of the right to take action at any time.

10. **Governing Law; Jury Waiver.** This Release shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to the application of any choice-of-law rules that would result in the application of another state's laws. Subject to Section 13 below, the Executive irrevocably consents to the jurisdiction of, and exclusive venue in, the state and federal courts in New Jersey with respect to any matters pertaining to, or arising from, this Release. **UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE EXECUTIVE EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS RELEASE OR THE MATTERS CONTEMPLATED HEREBY.**

11. **Savings Clause.** If any term or provision of this Release is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision of this Release is invalid, illegal or unenforceable, this Release shall be enforceable as closely as possible to its intent of providing the Released Parties with a full release of all legally releasable claims through the date upon which the Executive signs this Release.

12. **Continuing Obligations.** The Executive's post-termination obligations, including but not limited to those set forth in the tenth (10th) and eleventh (11th) paragraphs of the Employment Agreement, as well as the Executive's obligations set forth in the Agreement, are incorporated herein by reference (the "Continuing

Obligations"). If the Executive breaches the Continuing Obligations, all amounts and benefits payable under this Release shall cease and, upon the Company's request, the Executive shall immediately repay to the Company any and all amounts already paid pursuant to this Release. If any one or more of the Continuing Obligations shall be held by an arbitrator or a court of competent jurisdiction to be excessively broad as to duration, geography, scope, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

13. **Arbitration.** Appendix A of the Employment Agreement is incorporated herein by reference and such terms and conditions shall apply to any disputes under the Agreement and under the Release.

14. **Business Expenses.** As of the date upon which the Executive executes this Release, the Executive confirms that any business-related expenses for which she seeks or will seek reimbursement have been, or will be, documented and submitted to the Company within ten (10) business days after the Termination Date. Furthermore, the Executive represents that any amounts owed by her to the Company have been paid. In the event that the Executive has been reimbursed for business expenses, but has failed to pay any Company-issued charge card or credit card bill related to such reimbursed expenses, the Executive shall promptly pay any such amounts within seven (7) days after any request by the Company. In addition, the Company has the right and is hereby authorized to deduct the amount of any unpaid charge card or credit card bill from its severance payments to the Executive or otherwise suspend payments or other benefits in an amount equal to the unpaid business expenses, without being in breach of the Agreement.

15. **Entire Agreement.** Except as expressly set forth herein, the Executive acknowledges and agrees that this Release and the Agreement to which this Release is attached constitutes the complete and entire agreement and understanding between the Company and the Executive with respect to the subject matter hereof, and supersedes in its entirety any and all prior understandings, commitments, obligations and/or agreements, whether written or oral, with respect thereto. It is understood and agreed that this Release, and the Agreement to which this Release is attached, including the mutual covenants, agreements, acknowledgments and affirmations contained herein and therein, are intended to constitute the complete settlement and resolution of all matters set forth in Section 1 hereof. The Executive represents that, in executing this Release, she has not relied upon any representation or statement made by any of the Released Parties, other than those set forth in this Release and the Agreement to which this Release is attached, with regard

to the subject matter, basis, or effect of this Release.

IN WITNESS WHEREOF, the Executive has executed this Release as of the below-indicated date(s).

EXECUTIVE

/s/ Lisa Checchio

Lisa Checchio

Date: May 3, 2024

**ACKNOWLEDGED AND AGREED
WITH RESPECT TO ADEA RELEASE
(Not to be executed prior to Separation Date)**

EXECUTIVE

/s/ Lisa Checchio

Lisa Checchio

Date: May 3, 2024

July 25, 2024

To the Board of Directors and Stockholders of
Wyndham Hotels & Resorts, Inc.
22 Sylvan Way
Parsippany, New Jersey 07054

We are aware that our report dated July 25, 2024, on our review of the interim financial statements of Wyndham Hotels & Resorts, Inc. appearing in this Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, is incorporated by reference in Registration Statement No. 333-224923 on Form S-8 and Registration Statement No. 333-232421 on Form S-8.

/s/ Deloitte & Touche LLP
New York, New York

CERTIFICATION

I, Geoffrey A. Ballotti, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Wyndham Hotels & Resorts, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 25, 2024

/s/ GEOFFREY A. BALLOTTI

PRESIDENT AND CHIEF EXECUTIVE OFFICER

CERTIFICATION

I, Michele Allen, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Wyndham Hotels & Resorts, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 25, 2024

/s/ MICHELE ALLEN

CHIEF FINANCIAL OFFICER AND HEAD OF STRATEGY

**CERTIFICATION OF PRESIDENT AND CEO AND CFO PURSUANT TO
18 U.S.C. SECTION 1350**

In connection with the Quarterly Report of Wyndham Hotels & Resorts, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Geoffrey A. Ballotti, as President and Chief Executive Officer of the Company, and Michele Allen, as Chief Financial Officer and Head of Strategy of the Company (each, the "Reporting Person"), each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of the Reporting Person's knowledge:

- (1.) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2.) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GEOFFREY A. BALLOTTI

GEOFFREY A. BALLOTTI

PRESIDENT AND CHIEF EXECUTIVE OFFICER

July 25, 2024

/s/ MICHELE ALLEN

MICHELE ALLEN

CHIEF FINANCIAL OFFICER AND HEAD OF STRATEGY

July 25, 2024