**Confidentiality Agreement**

This Confidentiality Agreement (this “Agreement”) is provided by The Plasencia Group, Inc. (“Plasencia”) as exclusive agent for Apple Nine Hospitality Ownership, Inc. (“Owner”) in connection with the potential acquisition of or investment in that certain property located at 16011 Katy Freeway, Houston, Texas 77094 presently known as the Houston Marriott Energy Corridor (the “Property”) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Prospective Purchaser”) or its affiliate, which Property is owned by the Owner (the “Proposed Transaction”). In consideration of Owner’s and Plasencia’s delivery to Prospective Purchaser of Confidential Information (as hereinafter defined), Prospective Purchaser agrees as follows:

1. For purposes hereof, “Confidential Information” means (i) all information which is non-public, confidential, or proprietary in nature regarding the Property or the Proposed Transaction furnished by Owner or Plasencia before, contemporaneously with, or after the delivery of this Agreement including, without limitation written analyses, compilations, summaries, data, studies, agreements, business, marketing, development and other plans, strategies and policies, or other documents furnished by Owner or Plasencia and (ii) all information prepared by Prospective Purchaser or any of its directors, officers, employees, agents or representatives including, without limitation, attorneys, accountants, consultants, lenders, financial advisors, partners, representatives or affiliates, investors, owners, managers, or franchisees (collectively “Representatives”) containing or based in whole or in part on any of the information described in (i) above or which reflects Prospective Purchaser’s review of the Property or interest in the Proposed Transaction. “Confidential Information” does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Prospective Purchaser or its Representatives; (b) becomes available to Prospective Purchaser on a non-confidential basis from a source other than Owner or Plasencia, which source has represented to Prospective Purchaser that such source is entitled to make such disclosure or (c) was known to Prospective Purchaser on a non-confidential basis prior to its disclosure by Owner or Plasencia, provided that the source of such information was not bound by a confidentiality agreement with Owner or Plasencia of which Prospective Purchaser was aware. All Confidential Information shall continue to be the property of Owner or Plasencia, as applicable, notwithstanding the delivery of the same to Prospective Purchaser.
2. Prospective Purchaser and its Representatives shall keep confidential all Confidential Information and shall not, without the prior written consent of Owner disclose, reveal, sell, exchange, give away, divulge or make known or available in any manner to any person, or use Confidential Information, directly or indirectly, for any purpose other than evaluating the Proposed Transaction. Moreover, Prospective Purchaser (i) may transmit Confidential Information to only those Representatives which need to know the information for the purpose of evaluating the Proposed Transaction, each of which shall be informed of the confidential nature of Confidential Information and (ii) shall direct all Representatives to treat Confidential Information on the confidential basis provided herein. Further, without the prior written consent of Owner, neither Prospective Purchaser nor its Representatives shall disclose to any other person (as defined below) any of the terms, conditions or other facts proposed by Owner or Plasencia with respect to the Proposed Transaction including, without limitation the fact that the Proposed Transaction is being considered. The term “person” as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, group, partnership, individual, joint venture, trust, estate and unincorporated organization.
3. Prospective Purchaser will take all actions necessary to ensure that the Confidential Information is maintained as secret and confidential and its disclosure shall only be made, to the extent necessary, to a limited group of Prospective Purchaser’s Representatives who are actually engaged in the evaluation of the Confidential Information and the Proposed Transaction. Prospective Purchaser acknowledges and agrees that it shall be held liable for the actions or inactions of such Representatives (regardless whether or not such actions or inactions are within their scope of employment or engagement) with respect to the maintenance of the secrecy and confidentiality of the Confidential Information. If anyone to whom Prospective Purchaser transmits or has transmitted Confidential Information (but only in accordance with this Agreement) is requested or becomes legally compelled in any way to disclose any of the information, Prospective Purchaser agrees to provide at least fifteen (15) days’ advance written notice to Owner and Plasencia, so that Owner and Plasencia may seek a protective order or other appropriate remedy or waive compliance with this Agreement.
4. If Prospective Purchaser declines to make an offer for the acquisition of the Property or at any time upon Owner’s or Plasencia’s written request, Prospective Purchaser shall, promptly but no later than ten (10) days after Prospective Purchaser declines to make an investment in the property or receipt of Owner’s or Plasencia’s written request, at Owner’s discretion (A) return all Confidential Information to Owner, or (B) (i) destroy all Confidential Information in its possession and (ii) if included in Owner’s or Plasencia’s written request, certify to Owner in writing that the destruction of the Confidential Information has occurred. Notwithstanding the foregoing, Prospective Purchaser may retain electronic copies of the Confidential Information necessary to comply with applicable laws. Notwithstanding the destruction or retainage of Confidential Information, Prospective Purchaser shall continue to be bound by the obligations of confidentiality and other obligations hereunder.
5. In the event Prospective Purchaser or its Representatives desire to access the Property for the sole purpose of considering whether Prospective Purchaser will make an offer for the acquisition of the Property, (i) Owner shall allow such access to public areas of the Property in Owner’s sole discretion, (ii) Prospective Purchaser and its Representatives must be accompanied by Owner or Plasencia during such access, (iii) Prospective Purchaser and its Representatives shall be prohibited from communicating with any person at the Property including but not limited to the general manager, any employee or any guest of the Property, (iv) Prospective Purchaser and its Representatives shall not disclose to any person at the Property (employee, guest or other person) its purpose for being at the Property and (v) any information obtained during such access shall be treated as Confidential Information and subject to the terms and conditions of this Agreement.
6. Prospective Purchaser (i) acknowledges that compliance with this Agreement is necessary to protect the goodwill and other legitimate business interests of Owner and to comply with the terms of confidentiality obligations of Owner and its affiliates; and (ii) acknowledges and understands that a breach of this Agreement may give rise to irreparable and continuing injury to Owner which is not adequately compensable in monetary damages or at law. Accordingly, Prospective Purchaser agrees that Plasencia, Owner, its affiliates, successors and assigns, and any other party expressly intended to benefit hereby, may obtain injunctive and other equitable relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies which may be available under this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder.
7. Prospective Purchaser acknowledges that Plasencia is hereby representing only the Owner and that Plasencia may be entitled to a fee, commission, or other compensation from the Owner at time of the closing of the Proposed Transaction. Prospective Purchaser hereby agrees (i) that in the event Prospective Purchaser employs, engages the services of, or uses any broker, finder, or any other person in the course of the contemplated Proposed Transaction, compensation due to that party, if any, shall be borne solely by Prospective Purchaser and such compensation will be separate, distinct, and not a portion of any fee, commission, or compensation due to Plasencia from Owner; (ii) to indemnify and hold harmless Plasencia and Owner from any and all claims, liabilities, losses, damages, costs and expenses arising from the claim of any other broker, finder or other person for any compensation, arising by, under or through such party, to the extent such claim results from Prospective Purchaser’s participation in the Proposed Transaction and Prospective Purchaser’s engagement of such party; and (iii) that neither Plasencia nor Owner shall not be responsible for the payment of any fee, commission or other compensation to any broker, finder or other person engaged by Prospective Purchaser in conjunction with the Proposed Transaction.
8. Prospective Purchaser acknowledges that neither Owner nor Plasencia makes any representation or warranty whatsoever that Confidential Information is true, complete, correct, or that financial projections and other forecasts contained in Confidential Information will materialize. Prospective Purchaser agrees that neither Owner nor Plasencia shall be liable to Prospective Purchaser as a result of Prospective Purchaser’s use of Confidential Information. Prospective Purchaser further agrees to rely solely on its own independent analyses, evaluations, and investigations in connection with the Proposed Transaction.
9. This Agreement is not an offer to sell and shall not be construed as such. The marketing of the Property may be discontinued at any time, for any reason at Owner’s sole and absolute discretion and without notice to Prospective Purchaser.
10. This Agreement shall expire on the earlier of (i) one (1) year from date of execution of this Agreement; provided, however, that if Owner delivers a written notice to Prospective Purchaser of any claim or cause of action arising hereunder within such one (1) year period, then such claim or cause of action shall survive the expiration of this Agreement; and (ii) the date that definitive documentation for the consummation of the Proposed Transaction is executed and delivered to Prospective Purchaser by Owner.
11. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of law.

The undersigned (the “Authorized Representative”) warrants that he or she is duly authorized to execute this Agreement on behalf of Prospective Purchaser and hereby binds Prospective Purchaser to the terms of this Agreement as of this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024.

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|  Prospective Purchaser (Company) Authorized Representative (Print Name) |  Signature of Authorized Representative Title of Authorized Representative |

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| *Prospective Purchaser requests that Plasencia provide the following Representatives access to Confidential Information via the Property’s electronic data room, with the understanding that all Representatives are bound by the terms of this Agreement:* |
|  Name  |  E-Mail Address |
|  Name  |  E-Mail Address |