

CONFIDENTIALITY AGREEMENT

Port Arthur Hotel Portfolio

SUBJECT PROPERTIES (188 Total Keys)

- **Holiday Inn Express & Suites Port Arthur** — 2550 Jimmy Johnson Blvd, Port Arthur, TX 77640 (92 keys)
- **TownePlace Suites by Marriott Port Arthur** — 3704 Highway 365, Port Arthur, TX 77642 (96 keys)

In connection with your evaluation of a potential acquisition of the above properties (the "Properties"), you have requested certain Confidential Information from **Kiran Shah of KSDFW Realty, operating under REKconnection** ("Agent") as agent for the owner ("Owner"). As a condition of receiving such information, you agree to the following terms:

1. CONFIDENTIAL INFORMATION

"Confidential Information" includes all financial, technical, marketing, and operational information concerning the Properties, including: profit & loss statements, STR reports, PIP requirements, franchise agreements, revenue data, operating budgets, environmental reports, and the fact that the Properties are for sale. Exclusions: (a) information publicly available through no fault of yours; (b) information from a third party not bound by confidentiality.

2. LIMITED USE

You shall use Confidential Information solely for evaluating a potential acquisition of the Properties and for no other purpose.

3. NON-DISCLOSURE

You shall not disclose Confidential Information to any third party, except to your employees, agents, and advisors ("Representatives") on a need-to-know basis, provided they are bound by these confidentiality obligations.

4. EXCLUSIVE COMMUNICATION

All inquiries regarding the Properties shall be directed exclusively to Kiran Shah at kiran@reconnection.com. You shall not contact the Owner, property employees, vendors, franchisors (IHG/Marriott), or other parties without Agent's prior written consent.

5. NO WARRANTY

Confidential Information is provided "as-is" without warranty as to accuracy or completeness. You are solely responsible for your own due diligence, including financial analysis, property inspections, franchise review, and verification of PIP requirements.

6. RETURN OF MATERIALS

Upon request or termination of discussions, you shall promptly return or destroy all Confidential Information and certify such destruction in writing within ten (10) business days.

7. REMEDIES

You acknowledge that breach may cause irreparable harm and that Agent and Owner shall be entitled to equitable relief, including injunction, in addition to all other remedies at law or equity.

8. GENERAL PROVISIONS

Term: 12 months from execution. **Governing Law:** Texas. **Entire Agreement:** Amendments must be in writing. **Severability:** Invalid provisions shall not affect remaining terms.

PROSPECTIVE PURCHASER

Signature

Printed Name & Title

Company / Entity

Email & Phone

Date

AGENT ACKNOWLEDGMENT

Kiran Shah, KSDFW Realty / REKconnection

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Date