

[Date]

[Name of Recipient Entity]

[Address of Recipient Entity]

CONFIDENTIALITY AGREEMENT

To facilitate certain discussions involving a potential purchase and sale (the “**Transaction**”) of the Aloft Texas 4-Property Portfolio (the “**Property**”) between COREBRIDGE REI TX HOTEL PORTFOLIO INVESTOR LLC (the “**Company**”) and/or certain of the Company’s affiliates and [Recipient entity] (“**Recipient**”), Recipient has requested information concerning the Property, the Company and certain of the Company’s affiliates. As a condition to Recipient’s being furnished such information, Recipient agrees for the benefit of the Company and the Company’s affiliates to hold and keep the same confidential in accordance with the terms of this Confidentiality Agreement (this “**Agreement**”):

1. Confidential Material.

- a. As used herein, the term “Confidential Material” refers to any information whatsoever (including, without limitation, any financial information, data, methods of operation, business plans, trade secrets or proprietary information) concerning all or any portion of the Property, the Company or any of the Company’s affiliates (whether prepared by the Company, its advisors or otherwise) which is furnished to Recipient or which Recipient may obtain (whether orally, in writing, visually, photographically, electronically, or otherwise) from the Company, the Company’s affiliates, advisors or otherwise, together with any analyses, compilations, studies or other documents, records, technology or data prepared by Recipient or Recipient’s advisors which contain, summarize or otherwise reflect or are generated from such information (herein collectively referred to as the “**Confidential Material**”).
- b. The term “Confidential Material” does not include information which (i) is already in Recipient’s possession, provided that such information is not subject to another confidentiality agreement or any other obligation of secrecy to the Company or another party, (ii) becomes generally available to the public other than as a result of a disclosure by Recipient or Recipient’s directors, officers, employees, agents, advisors, partners, investors, financing sources or representatives (collectively, “**Representatives**”), (iii) becomes available to Recipient on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not bound by a confidentiality agreement with or any other obligation of secrecy to the Company or another party or (iv) is independently developed by or for Recipient without the use of the Confidential Material.

2. Undertakings.

- a. Recipient hereby agrees that the Confidential Material will be used solely for the purpose of evaluating the Transaction and will not be used in any way, directly or indirectly, that is in competition with or detrimental to the Company, its subsidiaries or its affiliates, and that such information will be kept confidential by Recipient and its Representatives; provided, however, that any such information may be disclosed only (i) to the Representatives of Recipient who need to know such information solely for the purpose of evaluating the Transaction (it being understood that Recipient's Representatives shall be informed by Recipient of the confidential nature of such information and shall be directed by Recipient to treat such information confidentially), or (ii) following Recipient's receipt of the Company's written consent.
- b. Recipient shall be liable for any breach of this Agreement by its Representatives and hereby assumes all liability for damages relating to or arising out of the unauthorized use or disclosure of the Confidential Material by its Representatives.
- c. Confidential Material may not be copied, duplicated, transmitted or otherwise reproduced, in whole or in part, without the prior written consent of the Company, except for such copies as Recipient may require pursuant to this Agreement for internal purposes copied and distributed on a need-to-know basis in accordance with this Agreement. Upon the occurrence of a suspected breach of this Agreement by Recipient and upon written request from the Company, Recipient shall undertake to provide the Company, within 5 business days, with the names of the Representatives to whom any Confidential Material has been communicated in accordance with this Agreement.
- d. If Recipient or any of its Representatives shall become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, law, court order, judicial process, regulation, government order or similar process) to disclose any of the Confidential Material, Recipient shall, to the extent permitted by law, provide the Company with prompt prior written notice of such requirement so that the Company may seek a protective order or other appropriate remedy, and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or if the Company waives compliance with the provisions hereof, Recipient or its Representatives agree to disclose only that portion of the Confidential Material which Recipient is advised by written opinion of counsel is legally required and Recipient shall exercise its best efforts to obtain an order or other assurance that confidential treatment will be accorded to such Confidential Material.
- e. In addition, without the prior written consent of the Company, Recipient will not, and will direct its Representatives not to, disclose to any person (i) the fact that discussions or negotiations are taking place concerning the Transaction between the Company and Recipient, (ii) that Recipient has requested or received any Confidential Material, or (iii) any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof, it being

understood that all of the foregoing shall constitute Confidential Material. Recipient agrees that it shall not, without the Company's prior written consent and participation, except in the ordinary course of Recipient's business unrelated to the Transaction, communicate with any seller, owner, partner or investor of or in the Property, any lender, tenant, manager, borrower, guarantor, contractor, obligor, or municipality related to the Property, or whose name is obtained from the Confidential Material, in all cases, regarding the Company, Property or the Transaction.

3. No Representations or Warranties. Recipient understands and acknowledges that neither the Company nor any of its Representatives is making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Material, and neither the Company nor any of its Representatives will have any liability to Recipient or any other person resulting from Recipient's use of the Confidential Material. Only those representations or warranties that are made to Recipient in a definitive agreement regarding the Transaction (a "***Definitive Agreement***") when, as, and if it is executed and delivered, and subject to such limitations and restrictions as may be specified in such Definitive Agreement, will have any legal effect. The term "Definitive Agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or oral acceptance of any offer or bid made by Recipient.
4. Nature of Obligations. Recipient understands and agrees that no contract or agreement providing for the Transaction shall be deemed to exist unless and until a Definitive Agreement has been executed and delivered, and Recipient hereby waives, in advance, any claims (including breach of contract) in connection with the Transaction unless and until Recipient and the Company shall have entered into a Definitive Agreement. Recipient also agrees that unless and until a Definitive Agreement between the Company and Recipient with respect to the Transaction has been executed and delivered, neither the Company nor any of its stockholders, affiliates or Representatives has any legal obligation of any kind whatsoever with respect to such Transaction by virtue of this Agreement or any other written or oral expression with respect to such Transaction except, in the case of this Agreement, for the matters specifically agreed to herein. Recipient understands that (i) the Company and its Representatives shall be free to conduct any process for the Transaction as they in their sole discretion shall determine (including negotiating with any of the prospective parties to such Transaction and entering into a Definitive Agreement without prior notice to Recipient or any other person or terminating negotiations with Recipient) and (ii) any procedures relating to such Transaction may be changed at any time without notice to Recipient or any other person. Recipient hereby confirms that Recipient is not acting as a broker for or Representative of any person and is considering the Transaction only for Recipient's own account. Notwithstanding anything contained herein to the contrary, the Company is under no obligation to compensate any broker engaged or employed by and working on behalf of Recipient for any brokerage commission or fees or any other costs associated with the Transaction contemplated by this Agreement, and Recipient shall indemnify and hold the Company harmless from and against any claims for the payment of commissions

or other fees made by brokers or other persons which claims arise from the acts or omissions of Recipient or its Representatives.

5. Further Undertakings.

- a. Upon request, Recipient shall promptly return to the Company all written Confidential Material and any other written material containing, reflecting or based on any information in the Confidential Material (whether prepared by the Company, Recipient, Recipient's Representatives or otherwise), or at Recipient's option, destroy the Confidential Information in Recipient's possession and provide a certification to the Company that the Confidential Information has been destroyed in lieu of returning same. The obligations of Recipient and its Representatives set forth in this Agreement with respect to the Confidential Material will survive any return or destruction of such Confidential Material.
- b. Notwithstanding the forgoing or anything to the contrary in this Agreement, Recipient may retain electronic files containing the Confidential Material created pursuant to automatic archiving and backup procedures or maintained pursuant to internal or regulatory document retention policies so long as such electronic files are kept confidential in accordance with the terms of this Agreement.

6. Remedies and Waiver.

- a. Recipient agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the Company may seek, and Recipient shall not oppose, the granting of, equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to the Company at law or at equity. Recipient further agrees to waive, and to use its best efforts to cause its Representatives to waive any requirement for the securing or posting of any bond in connection with such remedy.
- b. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

7. Governing Law and Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any conflicts of law provision or rule that would cause the application of the laws of any other jurisdiction. Recipient also hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America located in the City of New York for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, and Recipient agrees not to commence any action, suit or proceeding relating thereto except in such courts, and further agrees that service of any

process, summons, notice or document by registered mail to its address set forth above shall be effective service of process for any action, suit or proceeding brought against Recipient in any such court. Recipient hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the courts of the State of New York and of the United States of America located in the City of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

8. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
9. Entire Agreement. This Agreement contains the entire and only agreement between the Company and Recipient concerning the subject matter hereof, and any oral statements or representations or prior written matter with respect thereto not contained herein shall have no force and effect.
10. Prevailing Party. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to actual attorneys' fees and costs, including the same which are incurred in any action to enforce any judgment granted or on appeal.
11. No Amendments. This Agreement may not be amended, modified or waived without the written consent of the parties hereto.
12. Term. This Agreement shall become effective as of the date first written above and shall terminate on the date which is the earlier of (a) one (1) year from the date hereof, or (b) the date that a Definitive Agreement is entered into between the parties with respect to the Transaction.
13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that Recipient shall not be entitled to assign this Agreement or any interest herein without the prior written consent of the Company.
14. Electronic Signatures. Delivery of an executed copy of this agreement by facsimile, .pdf or similar electronic format shall be effective as delivery of a manually executed counterpart for all purposes.
15. Execution. If you agree to the foregoing, please sign and return a copy of this Agreement, which will constitute our agreement with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Recipient has duly executed and delivered this Agreement as of the date first written above.

[RECIPIENT]

By: _____
Name:
Title: