

**CUSHMAN & WAKEFIELD**

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**PRINCIPAL CONFIDENTIALITY AGREEMENT**

Cushman & Wakefield U.S., Inc., a Missouri corporation, (“Agent”), on behalf of Harrington Hotel Co., Inc., a Delaware corporation (“Owner”), has prepared a confidential investment memorandum (the “Memorandum”) intended solely for your limited use in determining whether you desire to express any further interest in the real and personal property located at **436 11th Street NW, Washington, DC 20004** (the “Property”).

The undersigned prospective Buyer and/or any affiliates of the undersigned prospective Buyer (together with its successors and assigns, “Buyer”), hereby acknowledges that Buyer is a principal and not an agent of or acting on behalf of any other party in connection with the sale of the Property. Buyer hereby agrees that in connection with Buyer’s consideration of the offering and agree that Buyer will not look to the Owner or Agent for any fees or commissions in connection with the proposed transaction. Buyer also hereby acknowledges that Buyer has not dealt with any broker, other than Agent, regarding the investment in the Property or, if Buyer has, Buyer hereby agrees to indemnify the Owner and Agent against any and all claims, causes of action, damages, suits, demands, fines, fees, attorneys’ fees, costs and expenses of any kind, compensation, or liability relating to the Property by any agents or brokers resulting from Buyer’s actions or failures to act.

The Memorandum, and any other materials and documents pertaining to the Property which may be furnished by Owner or its representatives and the contents therein (the “Marketing Information”), does not purport to provide a complete or fully accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that prospective buyers may need or desire. All financial projections are based on assumptions relating to the general economy, competition, and other factors beyond the control of the Owner and, therefore, are subject to material variation. The projections have not been verified by Agent. The Memorandum does not constitute an indication that there has been no change in the business or affairs of the Property or the Owner since the date of preparation of the Memorandum.

Neither Owner nor Agent, nor any of their respective officers, agents, or principals has made or will make any representations or warranties, express or implied, as to the accuracy or completeness of the Memorandum, the Marketing Information, or any of their contents, and no legal commitment or obligation shall arise by reason of the Memorandum, the Marketing Information, or there contents. Analysis and verification of the information contained in the Memorandum and the Marketing Information is solely the responsibility of the prospect, without any representations as to the Property’s physical or environmental condition. Owner and Agent expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in the Memorandum and the Marketing Information or for omissions from the Memorandum and the Marketing Information, or from any other written or oral communications transmitted or made available to Buyer.

Owner and Agent expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or terminate discussions with any individual or entity at any time with or without notice. Owner has no legal commitment or obligations to any individual or entity reviewing the Memorandum or making an offer regarding the Property unless and until a binding written agreement has been fully executed, delivered, and approved by Owner and its legal counsel and any conditions to the Owner’s obligations thereunder have been satisfied or waived. Agent is not authorized to make any representations or agreements on behalf of the Owner.

The Memorandum and Marketing Information are of a confidential nature. By accepting the Memorandum and the Marketing Information, Buyer agrees that Buyer will hold and treat the Memorandum and the Marketing Information in the strictest confidence, that you will not photocopy or duplicate the Memorandum or the Marketing Information, or any part thereof, and that you will not disclose the Memorandum or the Marketing Information to any other entity (except your employees, contractors, investors, and outside advisors retained by you or to third-party institutional lenders for financing sought by you, if necessary, in your commercially reasonable opinion, to assist in your determination of whether or not to make a proposal) without the prior written authorization of the Owner, and that you will not use the Memorandum or the Marketing Information in any fashion or manner detrimental to the interest of the Owner or Agent or for any purposes other than as necessary for evaluating the possibility of purchasing the Property. The obligations of confidentiality set forth herein shall not apply to information or materials: (a) that are developed by you without the use of the Memorandum or the Marketing Information; (b) which is lawfully received free of restriction from another source having the right to so furnish such information; (c) after it has become generally available to the public without breach of this Agreement; or (d) must be disclosed pursuant to applicable law or regulation. In discharging the obligations of confidentiality set forth in this Agreement, you shall use the same degree of care in safeguarding the Memorandum and the Marketing Information as you use to safeguard your own confidential or otherwise protected information, but in no event less than reasonable care.

You further agree that in addition to the Memorandum and the Marketing Information, any and all non-public material and information regarding the Property that is provided to you by the Owner or Agent (e.g., evaluative materials, due diligence materials), or obtained by you through accessing areas of the Property that are not otherwise open to the public, shall be subject to the same reservations and limitations provided for herein to the Memorandum. Additionally, all such material and information shall be maintained by you as confidential pursuant to this Agreement.

The Memorandum, the Marketing Information, and all other confidential information provided to Buyer, including any copies made by Buyer or Buyer’s agents, representatives, advisors, counsels, or employees, shall be returned to Owner and Agent, or destroyed promptly, if requested by Owner or Agent, and no such copies shall be retained.

To execute this Agreement either check the “Electronic Records & Signature Notice” box (if available), or sign this Agreement below and return it to **Caroline Schwartz (information at top of page)**. Signatures transmitted by facsimile or e-mail (via PDF) shall be acceptable for purposes of execution of this Agreement. Any party that presents a facsimile or e-mail signature agrees to provide an original signature upon the request of the other party.

The terms of this Agreement shall be in effect for a period of two (2) years after execution.

[Signature page to follow]

**ACCEPTED AND AGREED TO:**

Accepted By: \_\_\_\_\_  
Name (Print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

**SEND INFORMATION TO:**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_