

Gehr 2-Pack Opryland CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of _____, _____, 2023 (the "Effective Date") by Opryland Hospitality I, LLC and Opryland Hospitality II, LLC (together with any affiliates thereof, the "Discloser") with a mailing address at 7400 East Slauson Ave Commerce CA 90040 and _____ ("Recipient") with a mailing address at _____. Each of Discloser and Recipient may be referred to as a "Party" or collectively as "Parties".

WHEREAS, Discloser or one or more of its affiliates wishes to provide Recipient with certain Confidential Information (as defined below) for the sole purpose of analyzing a potential acquisition (the "Potential Transaction") with the Discloser relating to the property known as the Courtyard by Marriott Nashville at Opryland located at 125 Music City Cir, Nashville, TN 37214 and the Fairfield Inn & Suites by Marriott Nashville at Opryland located at 211 Music City Cir, Nashville, TN 37214 (together, the "Property") on the condition that such information be protected from disclosure and unauthorized use as provided in this Agreement. All references to "Discloser" herein include Discloser, any subsidiaries or affiliates thereof, and any funds or other investment vehicles managed or controlled by any of the foregoing;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Parties hereby agree as follows:

1. Confidential Information. "Confidential Information" means all information with respect to the Potential Transaction or the Property regardless of the manner in which the same was disclosed (whether orally, in writing or otherwise) and whether furnished before or after the date hereof. Confidential Information includes (i) business plans, properties, current or prospective owners or operators, land use, development and acquisition prospects, design documents, drawings, engineering information, financial analyses, forecasts, formulas, studies, *pro formas*, specifications, and the identity and contact information of Discloser's current and potential investors, partners, borrowers, lenders, agents, consultants, brokers and business contacts or any other information disclosed by Discloser to Recipient in connection with the Potential Transaction or the Property, (ii) information obtained, directly or indirectly, by Recipient through inspection, review or analysis of the Confidential Information, and (iii) any other information regarding the Potential Transaction or the Property whether furnished by Discloser or its Representatives (as defined below), including without limitation any potential economic or other terms proposed or discussed with respect to the Potential Transaction or the fact that discussions or negotiations are taking place concerning the Potential Transaction and the Property.

2. Excluded Information. 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 Recipient or its Representatives, (b) becomes available to Recipient on a non-confidential basis prior to its disclosure by Discloser or its Representatives, (c) becomes available to Recipient on a non-confidential basis from a person other than Discloser or any of Discloser's Representatives who is not otherwise bound by a confidentiality agreement with Discloser or any of its Representatives, or is otherwise not under an obligation to Discloser or any of its Representatives not to transmit the information to Recipient or (d) is independently developed by Recipient without use of or reference to the Confidential Information. As used in this Agreement, the term "Representative" means, as to any Party, such Party's affiliates and its and their directors, officers, employees, existing partners and investors, managers, agents, advisors, attorneys and accountants. If Recipient seeks to disclose Confidential Information or to otherwise discuss the Potential Transaction with any potential sources of equity financing or any other person that is not then an equity investor in Recipient, then prior to doing so, Recipient shall cause any such person to enter into an agreement directly with Discloser in form and substance substantially similar to this Agreement. For all purposes of this Agreement, the term "person" shall be broadly interpreted to include any individual or

entity, including without limitation, any corporation, company, partnership, governmental agency, or stock exchange.

3. Confidentiality. Recipient shall hold Confidential Information in strict confidence and shall not disclose the Confidential Information to any person other than its Representatives who need to know the Confidential Information for the purpose of evaluating or executing the Potential Transaction and who have agreed to comply with the provisions of this Agreement. Recipient shall be responsible for any failure of any of its Representatives to comply with the provisions of this Agreement, and shall take all such actions as may be necessary or appropriate to ensure compliance by its Representatives with the terms hereof. Except as otherwise expressly permitted hereunder, neither Recipient nor its Representatives shall disclose or otherwise make available to any third party (i) any Confidential Information, (ii) the fact that Confidential Information has been made available to Recipient and its Representatives, that Recipient or its Representatives have inspected the Confidential Information, or (iii) any information about the Potential Transaction or the Property or the fact that Discloser and Recipient are considering, evaluation, and/or negotiating with respect to the Potential Transaction.

4. No Contact. Neither Recipient nor its Representatives shall contact, directly or indirectly, (i) Discloser's partners or investors, (ii) any lender, owner, operator, manager, lessor, tenant or lender with respect to the Property or any of Discloser's properties, assets or investments or (iii) any other person with regard to the Potential Transaction absent the prior written consent of Discloser; provided that nothing contained herein shall restrict any contacts made in the ordinary course of business that are not in reference to Discloser or the Potential Transaction.

5. Ownership of Confidential Information. All Confidential Information, unless otherwise specified in writing, remains the property of Discloser, and no license or other interest shall be deemed to have been granted by Discloser by its furnishing of any Confidential Information. Recipient and its Representatives shall utilize the Confidential Information solely for purposes of evaluating the Potential Transaction with Discloser and for no other purpose. Neither Recipient nor any Representative thereof shall acquire, attempt to acquire, or facilitate the acquisition by any third party of any direct or indirect interest in any debt or equity financing involving Discloser.

6. Relationship; No Duty. This Agreement does not create an agency, partnership or joint venture between Discloser and Recipient or any obligation on the part of either to enter into any definitive transaction. Nothing contained herein shall obligate the Discloser or any affiliate thereof to make any payment to the Recipient or give the Recipient any contractual or other rights with respect to the Property or the Discloser. Either Discloser or Recipient may terminate discussions at any time absent any further definitive agreement. Delivery of Confidential Information pursuant to this Agreement by Discloser shall not constitute any representation or warranty of the accuracy or completeness of the Confidential Information and Discloser shall have no liability to Recipient, its Representatives or any other person or entity based upon, or arising out of, the Confidential Information.

7. Principal. Recipient hereby acknowledges that it is a principal or investment advisor in connection with the Transaction and Recipient agrees that it will not look to the Discloser for any fees or commissions in connection with the Transaction.

8. Breach of Agreement; Remedies. Any violation by Recipient or any of its Representatives of the terms and restrictions of this Agreement will result in immediate and irreparable injuries and harm to Discloser that remedies at law may be inadequate to protect Discloser from, and Recipient agrees that Discloser shall have recourse to all legal or equitable remedies as the result of such violation, including without limitation the remedies of injunction and specific performance. Recipient and its Representatives waive the posting of bond or need to prove actual damages in connection with any equitable relief sought by Discloser. If any action at law or equity, including an action for injunctive or declaratory relief is brought

to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover all costs, fees and expenses associated with any such action (including without limitation all attorneys' fees).

9. Actions Seeking Disclosure of Confidential Information. If Recipient or its Representatives is requested or required in any legal or regulatory proceeding to disclose any of the Confidential Information, Recipient or its Representative will, to the extent practicable, provide Discloser with prompt notice of any such request or requirement so that Discloser may, at its own expense, seek a protective order or other appropriate remedy to prohibit or limit such disclosure. Recipient and its Representatives shall reasonably cooperate with Discloser, at Discloser's expense, in its efforts to prevent any disclosure of Confidential Information. If, in the absence of a protective order, Recipient is nonetheless legally compelled to disclose Confidential Information, Recipient may, without liability hereunder, disclose such portion of the Confidential Information which its counsel advises is legally required to be disclosed and exercise all reasonable efforts to assure that confidential treatment is accorded any Confidential Information so furnished. Recipient shall, to the extent practicable, advise Discloser of the Confidential Information disclosed and the persons to whom it is disclosed. Nothing contained herein shall require any notice or consent for disclosure of information to any governmental or regulatory authority in the ordinary course of any audit or examination so long as the same is not targeting Discloser, the Property or the Potential Transaction.

10. Treatment of Confidential Information upon Termination. Following any termination of this Agreement or any written request by Discloser to do so, all Confidential Information disclosed to Recipient or copies thereof shall be promptly returned to Discloser or destroyed; provided, however, that Recipient shall be permitted to retain any Confidential Information as required to comply with any legal or bona fide internal document retention requirement or that would be unreasonably burdensome to destroy (such as archived computer files), so long as the Confidential Information contained therein is held in compliance with the terms of this Agreement. Compliance with these provisions shall be certified by an officer of Recipient if requested by Discloser. Recipient shall, upon request, provide Discloser certificates attesting to such destruction or return.

11. Notices. Any notices under this Agreement shall be provided to the Parties at the addresses set forth in the preamble hereto. Notices may be sent by first class mail or recognized overnight delivery service, with delivery effective when received.

12. Assignment. Recipient will not assign any of its rights or obligations hereunder without the prior written consent of Discloser and complying fully with applicable laws relating thereto.

13. Complete Agreement. This Agreement is binding upon the Parties, their successors and permitted assigns. If any term of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, shall be valid, and shall be enforced to the fullest extent permitted by law. This Agreement constitutes the complete agreement of the parties concerning the subject matter hereof and supersedes and cancels any and all prior communications and agreements between the parties with respect thereto and no course of conduct shall alter its interpretation, and this Agreement may only be modified or amended by a written instrument executed by the parties hereto.

14. Governing Law and Venue. This Agreement is governed by the law of the State of Tennessee, without reference to conflict of law provisions thereof. Each party also hereby irrevocably submits to the exclusive jurisdiction of the courts of Tennessee in any proceeding arising out of or relating to this Agreement, and to the federal district courts located therein, agrees not to commence any suit, action or proceeding relating thereto except in such courts, and waives, to the fullest extent permitted by law, the right to move to dismiss or transfer any action brought in such court on the basis of any objection to personal jurisdiction or venue.

15. Broker. Recipient agrees to be responsible for the payment of any fee, commission or other compensation payable to any broker, finder or agent who has dealt with or through Recipient, and Cushman & Wakefield shall have no obligations to share any part of its commission with any broker, agent, finder or any other person or entity who has dealt with or through Recipient on the Transaction. Recipient hereby agrees to indemnify, defend and hold the Discloser and Cushman & Wakefield harmless from and against any and all claims, damages, losses and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation that have dealt with Recipient in connection with the Hotel.

16. Termination. The restrictions and obligations of the Parties under this Agreement shall terminate at the earlier of (i) (1) year from the Effective Date or (ii) consummation of the Transaction.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

Recipient / "Buyer": _____

By: _____

Printed Name: _____

Title: _____

Address: _____

Email Address: _____

Phone: _____

Please execute this agreement and email it to Jacob Frisch @ jacob.frisch@cushwake.com of Cushman & Wakefield.