

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2024 by and between [ ● ], a [ ● ] (the "Recipient"), on behalf of itself and its affiliates, ") for the benefit of HP Atlanta Centennial Park JV LLC, a Delaware limited liability company, on behalf of itself and its affiliates and members, whose address is c/o Songy Highroads, LLC, 6 Concourse Parkway, Suite 925, Atlanta, GA 30328 (collectively, "Company") and with respect to the following facts:

### RECITALS

WHEREAS, Company has an ownership interest in the hotel commonly known as the Company Place Atlanta/Centennial Park located at 300 Luckie St NW, Atlanta, Georgia (the "Property");

WHEREAS, at Recipient's request, Company has agreed to provide Recipient and its Representatives (as defined below) with certain Confidential Information (as defined herein) in order to enable Recipient to evaluate the possible sale of the Property subject to a Company management or franchise agreement (the "Transaction"); and

WHEREAS, as a condition to Company furnishing the Confidential Information to Recipient and its Representatives, Company has required that Recipient agree to enter into this Agreement to confirm that the Confidential Information will be treated as confidential in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information. "Confidential Information" means any and all information, in any form or medium, whether in oral, written, photographic or graphic form, electronically stored or otherwise, concerning or relating to Company, the Property and/or the Transaction (whether prepared by Company, its representatives or otherwise, and irrespective of the form or means of communication and whether it is labeled or otherwise identified as confidential), that is furnished to or on behalf of Recipient by or on behalf of Company whether before, on or after the date hereof, including, but not limited to, all information relating to: (a) management and operational information, forecasts, and projections; (b) proprietary know-how, data, documents, designs, photographs, plans, graphs, drawings, specifications, pro forma models, reports, contracts, customer lists, pricing information, studies, findings, and other ideas; (c) financial information, assets, liabilities, results of operations, cash flows; (d) land survey, title documents, entitlement records and related document; (e) environmental reports, property condition reports and any other real estate related document pertaining to the land and the Property; (f) any and all information, data, reports, agreements, contracts, operating agreements or materials of similar or related nature relating to the operation of the Property, including without limitation, management agreement, vendor contracts, tenant leases, financial data, bookings information, and pace reports; (g) any and all intellectual property, trade secrets, know-how, licenses, developments, inventions, processes, designs and other marks; and (h) the fact that Confidential Information has been made available to Recipient or its Representatives, the fact that discussions or negotiations are taking place concerning a possible Transaction, the existence of this Agreement or anything that might identify Company as exploring or having explored a Transaction, or any of the terms, covenants, conditions or other facts with respect to any such possible Transaction, including the status thereof. The term "Confidential Information" shall also include all studies, reports, analyses, notes, interpretations, memoranda or other information or documents (in any form or medium) that are based upon, in whole or in part, contain, reflect or are derived from any Confidential Information, whether prepared by Recipient, its Representatives or otherwise ("Notes"). The term Confidential Information does not include information which (a) was or becomes generally available to the public other than as a result, directly or indirectly, of any action or inaction by Recipient or one of its Representatives, or (b) was or becomes available to Recipient on a non-

confidential basis from a source other than Company or its employees, agents or representatives; provided, that such source is not bound by a confidentiality agreement with or on behalf of Company or otherwise prohibited from transmitting such information by a contractual, legal or fiduciary obligation.

2. Ownership of Confidential Information All Confidential Information (including all Notes) is and shall at all times remain the exclusive property of Company, and Recipient and its Representatives acknowledge the right, title and interest of Company in and to such information. Company does not grant any license or express or implied rights to any Confidential Information (including any trademark, trade name or trade secret) to Recipient or any other person.

3. Covenants regarding Confidential Information. Recipient acknowledges and agrees that the Confidential Information will only be furnished on the condition that Recipient agrees to treat the Confidential Information in strict confidence as hereinafter provided. Recipient shall, and shall cause its Representatives to, hold all Confidential Information in strictest confidence and take all necessary steps to keep the Confidential Information confidential. Recipient shall only (a) use the Confidential Information for purposes of evaluating the possible Transaction and for no other purpose and (b) disclose the Confidential Information to its affiliates, partners, employees, directors, officers, legal counsel, accountants, prospective debt financing sources, consultants and professional advisors (collectively, "Representatives") on a strictly confidential and need to know basis for the purposes of evaluating the Transaction on behalf of Recipient. Recipient shall cause each Representative (i) to maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement and (ii) to otherwise comply with the terms hereof as if they were parties hereto. Recipient agrees that it will be responsible for any breach or threatened breach of the terms of this Agreement by any of its Representatives and will be responsible to Company for, and hold Company harmless from, any loss, cost, expense claim or liability arising from breach of this Agreement. Notwithstanding anything herein to the contrary, Recipient shall not provide any Confidential Information to potential equity financing sources or co-investors (including any unaffiliated party) without the prior written consent of Company.

4. Compulsion by Law. If Recipient or any of its Representatives is required (by oral questions, interrogations, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Recipient shall provide Company with prompt written notice of such request(s) so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Recipient shall, and shall cause its Representatives to, cooperate with Company, in obtaining such a protective order or other appropriate remedy. If Company does not obtain such protective order or other remedy, Recipient shall, and shall cause its Representatives to, furnish only that portion of the Confidential Information which, in the opinion of Recipient's counsel, Company is legally compelled to disclose and Recipient shall, and shall cause its Representatives to, use their respective best efforts to preserve the confidentiality of the Confidential Information, including obtaining assurance that confidential treatment will be accorded the Confidential Information.

5. Return of Confidential Information. Upon the request of Company, Recipient shall, and shall cause its Representatives to, Recipient's expense, promptly return to Company or destroy, as determined by Company, all Confidential Information, including without limitation, all Notes, and all copies thereof (including any electronic copies), and an officer of Recipient shall promptly certify in writing to Company that all the requirements of this sentence have been satisfied in full. Notwithstanding the return or destruction of Confidential Information, Recipient and its Representatives will continue to be bound by the terms of this Agreement.

6. Term. This Agreement shall terminate two (2) years from the date of this Agreement; provided, that notwithstanding the termination of this Agreement, any information constituting a trade secret of Company that is disclosed in accordance with this Agreement shall be maintained as confidential in accordance with the terms hereof until such time as the information no longer qualifies or is otherwise treated as a trade secret under applicable law.

7. Remedies and Waiver. Recipient hereby acknowledges the importance of complying with the provisions of this Agreement. Therefore, Recipient agrees that money damages, which Recipient acknowledges would be substantial, would not be a sufficient remedy for any breach or threatened breach of this Agreement by Recipient or its Representatives, and Company shall be entitled, in addition to money damages, to specific performance and injunctive relief and any other appropriate equitable remedies for any such breach, without the need for proof of actual damages. Recipient agrees not to, and will cause its Representatives not to, oppose the granting of such equitable relief on the basis that money damages are sufficient, and Recipient agrees waive, and to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy. 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 in equity to Company. In the event of dispute regarding the enforcement of this Agreement, if a court of competent jurisdiction determines that Recipient or any of its Representatives has breached this Agreement, Recipient shall be liable for and pay to Company for its reasonable legal fees and expenses incurred in connection with such dispute, including any appeal therefrom.

8. No Representation or Warranty. Recipient understands and acknowledges that neither Company nor any of its employees, agents or other representatives (a) make any guarantee, warranty or representation whatsoever, expressed or implied, as to the accuracy or completeness of the Confidential Information and (b) have any liability whatsoever to Recipient or any of its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Recipient agrees that neither it nor any of its Representatives is entitled to rely on the accuracy or completeness of any Confidential Information.

9. Relationship. Nothing herein contained shall be construed to create an agency, joint venture, partnership or other form of business association between or among Company and Recipient and/or their respective affiliates, stockholders, related companies, partners, employees, directors, officers, legal counsel, consultants, accountants or other representatives. Each party hereto understands and acknowledges that the other party shall not be committed or liable in any way with respect to any Transaction or to any matters discussed or negotiated unless and until a formal written agreement with respect thereto is executed by an authorized officer of each party, and that neither party shall have any liability to the other party in the event that, for any reason whatsoever, no such formal written agreement is executed, except for any breach of the terms of this Agreement.

10. Process. Company shall be permitted to terminate discussions with Recipient and its Representatives at any time in its sole and absolute discretion. All (a) communications regarding the Transaction, (b) requests for additional information, (c) requests for facility tours or management or employee meetings or conversations and (d) discussions or questions regarding procedures shall be directed only to representatives of Company identified in writing to Recipient. Recipient shall not, and shall cause its Representatives not to, initiate or maintain direct or indirect contact with any business relationship of Company with respect to or relating in any way to the Confidential Information, the Property or the Transaction. Recipient acknowledges and agrees that (i) Company and its representatives will conduct the process for the Transaction as they in their sole discretion determine (including negotiating with any prospective buyer and entering into definitive written agreements without prior notice to Recipient or any other person), (ii) any procedures relating to the Transaction may be changed at any time without notice to Recipient or any other person, (iii) Company will have the right, in its sole discretion, to reject or accept any potential buyer, proposal or offer, and to terminate any discussions and negotiations, at any time and for any or no reason and (iv) neither Recipient nor any of its Representatives shall have any claims whatsoever against Company or any of its representatives or any of their respective affiliates arising out of or relating to such actions.

11. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws principles thereof. For purposes of all legal proceedings, this Agreement will be deemed to have been performed in the State of Illinois and the courts of the State of Illinois will have jurisdiction to entertain any action arising under this Agreement. Each party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of such courts and further hereby

irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in such courts.

12. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one agreement, but no counterpart shall be binding unless an identical counterpart shall have been executed and delivered by each of the other parties hereto. Facsimile or electronic signatures shall be acceptable and binding upon the parties.

13. Notice. When either Recipient or Company gives notice to the other in connection with this Agreement, such notice shall be in writing and shall be given as follows:

If to Recipient:

[ ● ]  
Address:  
Attn:  
Fax:  
Email:

If to Company:

HP Atlanta Centennial Park JV LLC  
c/o Songy Highroads, LLC 6 Concourse Pkwy,  
Suite 925 Atlanta, Georgia 30328 A  
Attn: Todd Nocerini

with a copy to:

Hyatt Corporation  
150 North Riverside Plaza  
Chicago, IL 60606  
Attn: General Counsel  
Fax: 312.780.5282  
Email: [office.of.general.counsel@Company.com](mailto:office.of.general.counsel@Company.com)

14. Authority. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

15. Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

16. Miscellaneous. This Agreement shall not be modified or amended except in a writing signed by each of the parties hereto. No failure or delay by Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder. No waiver shall effective unless in a writing signed by the waiving and no waiver shall be deemed a waiver of any future performance. This Agreement contains the entire understanding between the parties hereto with respect to subject matter hereof and shall be binding upon each of the parties hereto, and their respective successors and permitted assigns; provided, that Recipient may not assign this Agreement or any part hereof without the prior written consent of Company, and any purported assignment without such consent shall be null and void.

[Signature on the following page]

IN WITNESS WHEREOF, Recipient has executed this Agreement on the day and year first above written and Company has executed this Agreement acknowledging its acceptance thereof as of the date and year first above written.

[RECIPIENT]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HP Atlanta Centennial Park JV LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_