

Muroff Hospitality Group LLC
69 Ober Road Newton, MA. 02459
617-610-7774 tel. 617-964-0618 fax

NON-DISCLOSURE AGREEMENT

| <u>Business Property</u> | <u>Address</u> |
|---------------------------------|------------------------------------|
| Hudson Yards Hotel | 510 W. 42nd St, New York, NY 10036 |

Our agreement with the Seller requires that we obtain a Non-Disclosure Agreement prior to releasing confidential and privileged information about the Commercial Properties and related Businesses listed above. In consideration of Muroff Hospitality Group LLC ("Broker") providing said information, the undersigned acknowledges and agrees to the following:

1. The non-disclosure of confidential and privileged information obtained during discussions ("the Discussions") and related activities regarding possible acquisition of either the real estate and/or assets of the business relating to the Commercial Properties listed above.
2. The obligations set forth below shall apply to the undersigned as well as to its affiliates, officers, directors, employees, agents, advisors, and any other representatives or entities to whom it discloses any Confidential Information.
3. All contact, communication, property tours and dealings concerning the Commercial Properties will be handled through Broker.
4. All technical and financial information provided will be held strictly confidential, and such information and accompanying materials shall not be disclosed to any outside entity or persons (except those parties directly involved in the business transaction) without written permission.
5. To uphold Broker's right to a commission should he/she acquire the real estate or business assets or enter into any other business arrangement with the above company or its principals.
6. Broker makes no warranties as to the accuracy of the information provided by the Seller or any other information supplied. It is advised that the prospective purchaser seek legal, tax or business advice from an independent professional.
7. That he/she has received a copy of this document. The undersigned also agrees to make copies of this document, as necessary, for any associates reviewing confidential information, and further agrees to promptly return the signed copies of the document to Broker. Muroff Hospitality Group LLC is acting as an agent and representative of the Seller in the sale of the Commercial Properties listed above and will be paid a commission by the Seller.

8. The undersigned further agrees that all information disclosed or made available in connection with the property, including but not limited to the identity of the property owner(s), terms of any ground lease, leasehold or sublease interests, financial performance, operational challenges, legal or regulatory matters, and any circumstances relating to the history, financing, or ownership structure of the property (collectively, the “Confidential Property Information”), shall be treated as strictly confidential. The undersigned shall not disclose, distribute, or discuss such information with any third party, except to legal, financial, or other professional advisors who agree to be bound by these same confidentiality terms, and only for the purpose of evaluating a possible transaction. This obligation shall survive the termination of discussions.
9. These confidentiality obligations shall survive for a period of two (2) years from the date of this agreement or until such time as the information becomes publicly available through no fault of the undersigned.

Signature

Name (Please Print)

Company

Phone

Date

Address

City, State, Zip

E-mail Address