

April \_\_, 2025

**STRICTLY PRIVATE AND CONFIDENTIAL**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: letter of intent to participate in Hotel Community/ GPO

Dear Mr./Ms.: \_\_\_\_\_:

I am pleased to submit this non-binding proposal for \_\_\_\_\_ (“**Participant**”) to join the community and network of MYGHM HOTELS, LLC, a Pennsylvania limited liability company (“**Hotel Community**”) on the terms and conditions set forth herein, which may assist and facilitate for Participant to arrange for, negotiate and obtain favorable rates for Participant for certain products, goods and services desired by the Participant. The Hotel Community sometimes also referred to as a group purchasing organization (“**GPO**”).

This letter of intent reflects our current understanding of the matters described herein, but does not constitute a complete statement of, or a legally binding or enforceable agreement or commitment of, Participant or Hotel Community or any of their respective principals. Accordingly, unless and until the parties enter into a definitive agreement or agreements covering the arrangement and transaction described herein, the parties are not under any obligation to one another except as set forth in the legally binding clauses described below.

1. Transaction;  
Services/ Products:

Participant may desire to join the Hotel Community, and Hotel Community may be willing to accept the Participant, into Hotel Community’s hospitality industry and trade organization and network, which may facilitate favorable rates, prices, discounts, rebates and other benefits for the Participant and its other members (collectively, “**Transaction**”).

Without limiting any of the foregoing, Participant desires to obtain favorable insurance premium rates for the various liability insurance policies for the following hotel/ lodging businesses:

<u>Property Address:</u>	<u>Name</u>	
1.		
2.		
3.		

2. Fees:

If Participant is accepted into the Hotel Community’s network, Participant will pay to the Hotel Community the annual fee (“**Membership Fee**”) of \$2,000.00 for each insured property, per each separate entity affiliated with

the Participant. Participant also will be responsible for all premiums and other reasonable expenses and costs.

3. Conditions to \_\_\_\_\_ Participation: Participant acknowledges and agrees that Hotel Community and its manager(s) have full and absolute discretion to determine and decide whether or not to admit the Participant into the Hotel Community. In order to make such determination, Participant further acknowledges and consents to Hotel Community, its managers, insurance broker(s) and other representatives will request, obtain information, materials and documents to conduct due diligence and analysis that it deems necessary and appropriate.
4. Cooperation; Access: In connection with Hotel Community's due diligence, promptly after full signing of this LOI, Participant will provide, and cause its insurance brokers, agents and other representatives to provide, Hotel Community, its insurance broker(s) and other agents and representatives, full and complete access to all books, accounts, records and other information which is reasonably requested in connection with Hotel Community's due diligence of Participant, including without limitation, run-loss reports and copies of current insurance policies.
5. Definitive Documents Upon satisfactory completion of due diligence and Hotel Community's determination that Participant's acceptance into the Hotel Community is appropriate, the parties hereto, and their appropriate affiliates, will execute Community Participation Agreement and other definitive agreements and related documents setting forth legally binding agreements, terms and conditions of the parties (collectively, "**Definitive Documents**"). The Definitive Documents will contain customary representations, warranties, covenants and indemnification provisions.
6. Confidentiality: Participant agrees that it shall not, and shall cause its respective representatives to not, directly or indirectly (i) make any disclosure relating to the existence of this LOI or any matter contemplated by this LOI to any third party, (ii) disclose to any third party that discussions are taking place with the Hotel Community, its manager or any other affiliate of the Hotel Community regarding the Participation and transactions set forth herein, or (iii) disclose or use any nonpublic or proprietary information, documents, names, contacts or other data received from the Hotel Community or its respective representatives in connection with the Transaction, or any analysis or compilation thereof, including, without limitation, the terms of this LOI, any insurance broker, carrier, underwriter or vendor names or other contact information, insurance products or pricing information, received during negotiation of this LOI or the Definitive Agreements (collectively, the "**Confidential Information**"), except in each case to the lawyers representing Participant in this Transaction.

The Hotel Community agrees to keep confidential and not use or disclose for any unauthorized competitive purpose to unrelated third parties any nonpublic and proprietary information of the Participant that Hotel Community or its Representatives obtain from the Participant during due diligence hereunder, except in connection with evaluation and underwriting of Participant for insurance and other products and services contemplated between the Parties. Hotel Community may disclose Participant's information and documents to its attorneys, insurance brokers and other representatives in connection with evaluation of Participant's participation and the transactions contemplated herein, and as required by law or judicial or administrative processes. The obligations of confidentiality in this Section shall continue in full force and effect until three (3) years from the date of this LOI, except as otherwise provided in the Definitive Agreements, if any. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the confidentiality and non-disclosure terms, restrictions and prohibitions contained in this Section 6, and similar confidentiality and nondisclosure obligations and provisions contained in the Definitive Documents, such terms and provisions contained in the Definitive Documents will control and govern any such conflict or inconsistency.

7. Transaction Fees and Expenses:

The Hotel Community, on the one hand, and Participant, on the one hand, shall each bear its own expenses in connection with this Transaction, including legal fees.

8. Exclusivity; No Shop; Noncompetition:

8.

Participant acknowledges and agrees that Hotel Community will incur significant expenses and expended other material resources in connection with negotiation of this LOI, due diligence contemplated hereunder and negotiating and making Definitive Documents. In order to induce Hotel Community to enter into this LOI and undertake the due diligence and other activities contemplated herein, Participant hereby agrees and covenants as follows: During the period commencing upon the parties' full execution of this LOI, during the term hereof and extending for three (3) years after termination of the LOI (the "**Restricted Period**"), the Participant shall **not**, and shall cause each of his/ its respective officers, directors, partners, members, employees, principals, agents, representatives and advisors ("**Representatives**") **not** to, directly or indirectly: (i) initiate, negotiate, create, form, manage or otherwise pursue as a partner, principal, sponsor or consultant any group purchasing organization, cooperative, insurance collaboration or other joint venture or any similar organization, association or other joint venture in the hotel or hospitality industry, (ii) contact, solicit, negotiate, or have any discussion, or enter into any agreements, arrangements or understandings, with Hotel Community's insurance broker, vendor, insurance carrier or underwriter or any other

Representative that is introduced by or connected through Hotel Community, (iii) in any manner shop or market this proposal or the terms for insurance premium or any other product or services offered by Hotel Community, and/ or (iv) encourage any third party to initiate any action to accomplish or facilitate any of the foregoing. Participant shall, and shall cause all of its Representatives (defined below) and other affiliates to, promptly terminate all discussions with respect to transactions involving the property or hotel business insurance products, other than workers' compensation insurance. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the terms, restrictions and prohibitions contained in this Section 8, and similar nonsolicitation, noncompetition and/or exclusivity provisions contained in the Definitive Documents, such terms and provisions contained in the Definitive Documents will control and govern any such conflict or inconsistency.

9. Exculpation;  
Limitation on Liability:

Participant acknowledges and agrees that the Hotel Community's ability to arrange for and assist with providing favorable services, products and other arrangements may be outside of the Hotel Community's reasonable control. Therefore, to the fullest extent permitted by applicable law, the Hotel Community and its members, members, principals, affiliates, successors and assigns (collectively, "Affiliates") shall not be liable to the Participant or its Affiliates for any indirect, incidental, special, punitive, exemplary or consequential damages arising out of or relating to this Agreement, any transactions contemplated hereby, or any conduct, act or omission of the Hotel Community, its Affiliates, insurance brokers and/or other agents, including but not limited to damages for lost profits, loss of use, or business interruption, whether in an action in contract, tort, strict liability or otherwise, even if the Hotel Community or its Affiliates have been advised of the possibility of such damages. Notwithstanding anything to the contrary, in no event shall the Hotel Community's aggregate liability arising out of or related to the transactions and matters set forth in or contemplated in this LOI, whether in contract, tort or under any other theory of liability, exceed the total amount paid by Participant under this LOI or any Definitive Document in the 12 months preceding the incident giving rise to the claim.

10. Hold harmless;  
Indemnification

The Participant (the "Indemnifying Party") agrees to and shall defend, indemnify, and hold harmless the Hotel Community and its members, managers, officers, directors, employees, brokers, attorneys, agents, successors and assigns (collectively, "Indemnified Party"), upon written demand by the Indemnified Party, from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees and other costs and expenses of litigation) arising out of or relating to, (a) any breach, noncompliance or violation by the Participant or its

Affiliates of this LOI, any Definitive Document or any other obligation to or agreement with, the Hotel Community, (b) any conduct, activity or omission of or by Participant or its Affiliates, and/or (c) any violation of applicable law or insurance requirement by Participant or its Affiliates.

9.11. Governing Laws;  
Venues for Disputes;  
Prevailing Party  
Attorneys' Fees

This LOI and the Definitive Documents will be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws rules. In the event of any claim, dispute or litigation between the parties relating to or arising out of the terms of this LOI, any claim, cause of action, petition, injunction and litigation shall be commenced in the Court of Common Pleas of Philadelphia County, Pennsylvania. In the event of any such legal proceeding or litigation, the prevailing litigation party shall be entitled to reimbursement of its legal fees as part of its damages from the breaching or defaulting party.

10.12. Counterparts;  
Headings:

This LOI may be executed in one or more counterparts, including by facsimile, .pdf or other electronic delivery, which, when taken together, shall represent a fully executed letter of intent. .PDF and other electronic copies of this LOI will have the same legal force and effect as original copies. The headings of the various sections of this letter of intent have been inserted for reference only and shall not be deemed to be a part of the offer contemplated hereby.

The undersigned parties hereto acknowledge, agree and covenant that the terms, agreements, covenants and other provisions set forth in Sections 6, 7, 8, 9, 10, 11 and 1012 hereof are intended by each of the parties to be legally binding upon the parties hereto. Except for Sections 6 through 10, however, the provisions of this LOI are meant to be expressions of intent and non-binding proposal for discussion of the parties and evaluation, are not binding upon the parties, impose no obligations upon nor grant any rights with respect to the Transaction and that the rights and obligations of the parties hereto with respect the Transaction. The terms and provisions of Sections 9, 10 and 11 shall survive the termination of this LOI by either Party for any reason. The provisions of Sections 8 through 1012 of this LOI are binding on the parties (and their successors and assigns) in consideration of the expenses and efforts of each of the parties in negotiating and consummating the transactions contemplated hereby and shall survive the termination hereof.

[SIGNATURE PAGE FOLLOWS]

IF YOU AGREE TO THE PROPOSAL SET FORTH HEREIN, PLEASE SIGN AND DATE BELOW AND RETURN ONE EXECUTED COPY TO ME BEFORE END OF BUSINESS ON \_\_\_\_\_, 2025. YOUR SIGNATURE INDICATES YOUR AUTHORITY TO ACT ON BEHALF OF PARTICIPANT.

Sincerely,

myGHM Hotels, LLC

By: \_\_\_\_\_

Name: Dharam (Dave) Goragandhi

Title: Managing Member

Intending to be legally bound by the above terms of this LOI Accepted and Agreed as of \_\_\_\_\_ day of \_\_\_\_\_, 2025:

Participant: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_ (signature)  
, individually