

**NON-DISCLOSURE AGREEMENT**

\_\_\_\_\_ (the "Undersigned") for itself and on behalf of its employees, agents, consultants and all similar persons or entities, intending to be legally bound hereby, agrees that, with respect to the Confidential Information (as defined below) made available to Undersigned by Harry Davis LLC ("HD") on behalf of DJT Arlen Five, LLC, PWOB, LLC, 412 Penn West Associates, LLC, 413 Limited Partnership and Residential Rehabilitation Corporation (collectively, the "Sellers") in connection with certain properties of the Sellers (the "Properties") to be offered for sale at an Auction by HD (the "Auction") to maintain such information in confidence and will not disclose such Confidential Information to any person or entity except its principals, officers, directors, employees, legal, accounting and financial consultants (collectively, "Representatives") and only on a need-to-know basis and where such Representatives have been made aware of the information's confidential nature and agree not to disclose it. Undersigned shall not utilize the Confidential Information for any purpose other than the evaluation of the Properties for possible bidding to purchase them at the Auction.

For purposes of this Agreement, "Confidential Information" is defined as all information regarding the Properties made available to the Undersigned on the data bank established by HD for the Auction together with any other information regarding the Properties whether written or oral identified as Confidential Information upon disclosure to the Undersigned.

Undersigned acknowledges that a breach of this Agreement would cause irreparable harm and injury to Sellers not fully compensable in damages and agrees that Sellers shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of this Agreement. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity. This Agreement shall remain in effect for a period of one (1) year following completion of the Auction and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws principles thereof. Any action to enforce the terms of this Agreement may be brought in the Court of Common Pleas of Allegheny County, Pennsylvania.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

UNDERSIGNED:

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

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

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