

CONFIDENTIALITY AGREEMENT

This confidentiality agreement (the “Agreement”) will confirm the mutual understandings of **CY DELK HOSPITALITY PARTNERS, LLC** and its representatives and advisors (collectively the “Company”) and the recipient identified below (the “Recipient”) in connection with Company’s providing confidential and proprietary information to the Recipient regarding Courtyard Atlanta Marietta/I-75 North located in Marietta, Georgia (the “Property”).

1. **Description:** “Confidential Information” means:

- (i) all written, oral or electronic data, reports, records, financial projections, business plans, legal documents, and any other similar items pertaining to the Property furnished by the Company, and
- (ii) any work papers, memoranda, forecasts, notes, photocopies, analyses, correspondence, or summaries which may contain, reflect or are created from information provided by the Company, as well as
- (iii) the fact that the Recipient has been provided with Confidential Information, is (or was) interested, contemplating or negotiating a transaction of the Property, or any of the terms or status thereof.

The term Confidential Information does NOT include any information which:

- (a) is or becomes generally available to the public through no known Recipient breach of this Agreement, or
 - (b) becomes available to the Recipient on a nonconfidential basis from a third party, not known by the Recipient to be bound by a confidentiality agreement or other legal or fiduciary confidentiality obligation to the Company, or
 - (c) was in the Recipient’s possession prior to the Company’s disclosure, or
 - (d) disclosure to third parties is required by law, subpoena, interrogatories, governmental regulation or rule, civil or criminal investigation or similar judicial or administrative processes or requests. If requested to disclose any Confidential Information under this paragraph, the Recipient shall promptly notify Company of such request to disclose, and will cooperate so that Company may seek a protective order or other appropriate remedy at Company’s expense. Recipient’s disclosure may be made only to the extent required to avoid legal penalty or material liability.
 - (e) Notwithstanding anything to the contrary, the obligations of confidentiality shall not apply to the tax treatment and tax structure of the proposed transaction and all materials of any kind (including opinions or other tax analyses); provided however, that such disclosure may not include the name or identity of any party, or any information that must be kept confidential to comply with any applicable securities laws, or until the earlier of the date of public announcement or execution of definitive binding transaction documents.
2. **Limited Use:** The Company retains exclusive ownership of the Confidential Information being furnished, which is to be used solely in connection with the Recipient’s evaluation of whether the Recipient is interested in proceeding with a proposed transaction of the Property. The Recipient agrees that no portion of the Confidential Information shall be copied, disclosed or transferred without the advance written consent of Company to others, except on a ”need-to-know” basis to those officers, directors, partners, employees, affiliates, agents, attorneys,

investors, lenders, advisors, contracted consultants and clients of the Recipient whose knowledge of the Confidential Information is required to evaluate the Confidential Information (collectively “Representatives”). Representatives shall be informed by Recipient of the confidential nature of such information and shall be provided with a copy of this Agreement, and that by receiving such information they agree to be bound by the terms of this Agreement. This Agreement shall not bind any Recipient employees or Representatives who do not receive Confidential Information.

3. **No Representations:** The Recipient agrees to perform its own due diligence and understands that while the Company will endeavor to include relevant information, it makes no representations or warranties, express or implied and accepts no liability, as to the completeness, accuracy, Recipients use or reliance on any Confidential Information provided, except as may be made solely in definitive transaction documents, if any, between Company and Recipient. The Confidential Information is subject to errors, omissions, changes, modifications or withdrawal.
4. **Remedies:** The validity, interpretation and enforcement of this Agreement shall be governed by and construed under the laws of the State of Georgia. Company and/or any of its affiliates, their successors and assigns, shall be entitled to enforce the provisions of this Agreement with respect to any of the Confidential Information. The Recipient recognizes that remedies at law may be inadequate for any material breach by the Recipient, or its Representatives, and upon any attempted, threatened or actual breach Company may be entitled to any and all equitable remedies including injunction (without requiring Company to post a bond or prove actual damages) and specific performance in addition to reasonable damages and other remedies at law.
5. **Term:** This Agreement shall expire on the earlier of either the consummation of the transaction contemplated hereunder or one (1) year from the date this Agreement was executed and Company has not delivered a written cause of action hereunder. Confidential Information shall be promptly destroyed or, if provided by Company returned, upon completion of the Recipient’s evaluation or upon written request by Company; provided, however, that Recipient may retain one copy of any Confidential Information for its legal files, subject to this Agreement.
6. **Not a Contract:** Both parties reserve the right to terminate negotiations and reject any proposal for any reason, prior to execution of definitive transaction documents. The negotiation, any Recipient due diligence investigations, or the expenditure of funds will not be regarded as partial performance of a binding transaction contract or create the right to assert claims or damages.
7. **Miscellaneous:** Paragraph headings are for convenience only. This Agreement may be executed by facsimile transmission and in multiple counterparts, each of which shall be deemed the same agreement. Failure or delay in insisting on strict performance is not a waiver. This Agreement constitutes the entire agreement and supersedes all prior oral discussions or written agreements, and shall be binding upon successors and assigns. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and executed by both parties.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement, retaining the additional copy for your records, to the attention of listings@hodgeswardelliott.com, which will constitute our agreement with respect to the subject matter of this letter.

AGREED AND ACCEPTED

Date: _____

Recipient (COMPANY NAME):

Recipient Address (COMPANY ADDRESS):

By: _____

Name (Name of Signer): _____

Title: _____

Telephone number: _____

Email Address _____