

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The undersigned Prospective Purchaser has requested that Confidential Information be furnished to him/her on the Travelodge of Lima, Ohio for the purpose of evaluating the possible purchase of said property.

The term "Prospective Purchaser" applies to the undersigned and any partnership, corporation, individual, or other entity with which the undersigned is affiliated. By initialing the following paragraphs where indicated and signing below, the Prospective Purchaser agrees as follows:

_____ Initials 1. The undersigned Prospective Purchaser acknowledges that Seller desires to maintain the confidentiality of the information disclosed. The information requested is non-public, confidential or proprietary in nature. This information, together with the Offering Memorandum, analyses, compilations, forecasts, studies or other documents prepared or provided by the Seller, and/or its representatives, which contain or otherwise reflect such information, is hereinafter referred to as "Confidential Information".

_____ Initials 2. The undersigned Prospective Purchaser agrees to treat all information provided as highly confidential and agrees that none of the materials (Confidential Information) furnished to him/her will be used or duplicated in any way detrimental to the property, or the Seller nor for any purpose other than evaluating a possible purchase of the property. Further, the undersigned agrees that the information shall not, without Seller's prior written consent, be disclosed to other parties or used for any purpose other than in connection with the evaluation of the property.

_____ Initials 3. Therefore, the undersigned party agrees to keep all Confidential Information strictly confidential; provided, however, that the Confidential Information may be disclosed by Prospective Purchaser to directors, officers and employees of the undersigned but only to these individuals, and to the undersigned's outside counsel, advisors, partners, accounting firm, consultant and potential lenders (all of whom are collectively referred to as " Related Parties") who in the undersigned's considered judgment need to know such information for the purpose of evaluating a possible purchase of the property by the undersigned. The undersigned party will promptly, upon request, return all Confidential Information furnished to them without retaining copies thereof.

_____ Initials 4. The undersigned Prospective Purchaser agrees not to make available or disclose any of the contents of the Confidential Information or

the fact that discussions or negotiations are taking place concerning a possible sale of the property to the undersigned; including the terms, covenants, conditions or other facts with respect to any such transactions, including the status thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified in writing to Seller; (ii) the Seller has approved in writing the disclosure of the Confidential Information to such person; (iii) such person has entered into a written confidentiality agreement. The undersigned will direct all parties to whom Confidential Information is made available not to make similar disclosures and any such disclosures shall be deemed made by, and be the responsibility of, the undersigned.

_____ Initials 5. The undersigned Prospective Purchaser acknowledges that a breach of this Agreement may cause irreparable harm, the amount of which may be difficult to ascertain or for which damages may not constitute an adequate remedy. In the event of an attempted, threatened, or actual breach of this Agreement, the undersigned acknowledges that Seller shall have the right to obtain injunctive relief to restrain the unauthorized use or disclosure of the Confidential Information, in addition to any remedies otherwise available at law or equity. Furthermore, the prevailing party in an action to enforce this Agreement shall be entitled to recover their attorneys' fees and expenses incurred in connection with such litigation.

_____ Initials 6. The undersigned Prospective Purchaser certifies and represents that he/she is financially and operationally qualified to purchase and operate a property of the magnitude of the property being presented herein. The undersigned Prospective Purchaser shall provide a Proof of Funds letter from a financial institution confirming Prospective Purchaser's financial and operational qualifications PRIOR to any financial disclosure by the seller. Seller will keep confidential the Prospective Purchaser's financial and operational information when provided on the same terms and conditions as described above.

_____ Initials 7. The undersigned Prospective Purchaser certifies and represents that he/she will not tour/visit the property without having pre-arranged a tour/visit with the Seller prior to such tour/visit. The undersigned Prospective Purchaser also certifies and represents that he/she will not talk with anyone other than Seller including hotel employees, customers, suppliers, franchisors, management companies, general managers or lenders in regarding any matter including the potential purchase of the hotel or the hotel's operations.

_____ Initials 8. The undersigned represents that he/she is acting as a principal only in this transaction and that there are no brokers involved.

Nothing contained herein shall be construed as obligating the Owner to sell the property or requiring the Owner to refrain from marketing the property to other potential purchasers. This agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. This Agreement shall expire at the earlier of (18) eighteen months from execution date or (ii) consummation of transaction.

By executing this Confidentiality Agreement, you are acknowledging you have read it, understand it, are authorized to sign on behalf of the Prospective Purchaser, and are agreeing to all of its terms.

Prospective Purchaser(Sign)

Date

Print Name

Address

Phone

Email