

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Best Western Plus

Palm Desert, California

You are hereby advised only through – First Hotels CA-Yvonne Berry and Tommy Kim ("Broker) with respect to the potential acquisition of the above hotel. Yvonne Berry and Tommy Kim have available for your review certain confidential information concerning the potential acquisition of the Property (collectively, the "Information"). You agree not to make such information available to you unless you have executed this letter and thereby agreed to be bound by its terms. Yvonne Berry is prepared to provide the Information for your consideration, subject to the conditions set forth below. The information will be used solely to evaluate a possible transaction between the seller and Prospective Purchaser and will be kept confidential as the Prospective Purchaser, except that the Prospective Purchaser may disclose the Information or portions thereof to your directors, officers, employees, representatives, or your advisors (the persons to whom such disclosure is permissible being collectively referred to herein as "Representatives") who need to know such information to evaluate the possible acquisition of the Property. Prospective Purchaser shall inform its Representatives of the confidential nature of the Information, and prior to disclosure of the Information or any portion thereof to such Representatives, such Representatives shall agree in writing to be bound by this Confidentiality Agreement. The prospective Purchaser and/or Representatives will not communicate with tenants of the Property without the prior written consent of the Owner. The Prospective Purchaser agrees to be responsible for any breach of this Registration/Confidentiality Agreement by the Prospective Purchaser and/or Representatives.

A. No Disclosure: Potential Purchaser shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Property by Potential Purchaser or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Property with any other person or entity (including tenants) except as may be expressly permitted elsewhere in this Agreement and, in such case, only in strict accordance with the provisions hereof.

B. Indemnification: Prospective Purchaser agrees to indemnify, hold harmless and defend (by counsel acceptable to Yvonne Berry, Tommy Kim and Owner) Yvonne Berry, Owner and their respective affiliates, successors and assigns, advisors, agent, representatives, shareholders, employees, officers and directors against any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation for bringing about any investment in the Property by Prospective Purchaser if such claim or claims are based in whole or in part on dealings with Prospective Purchaser or any of its affiliates, advisors, agent, representatives, shareholders, employees, officers or directors. Prospective Purchaser's indemnity obligations under this Agreement shall survive the termination of this Agreement or the discontinuation or the consummation of the potential acquisition of the Property.

C. No Obligation: Owner is under no legal obligation of any kind whatsoever with respect to a potential acquisition by virtue of this Agreement, except for Owner's obligation under the following provisions regarding the delivery of any Information, any discussions concerning the potential acquisition or otherwise, unless and until a binding written agreement is executed and delivered by all parties thereto.

D. Governing Laws: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law considerations, and applicable federal laws and regulations

E. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties regarding the subject matter of this Agreement and supersedes all prior agreements and understandings.

F. Authority: Each of the undersigned signatories represents that he or she is duly authorized to execute this Agreement on behalf of the entity for which he or she is signing.

G. Survival of Terms: Termination of this Agreement for any reason shall not release any party from any liabilities or obligations outlined in this Agreement to which the parties have expressly agreed.

H. The undersigned agrees, by the acceptance of the above information, to be acting as a principle and agrees to conduct any negotiations for the acquisition of the subject property through Broker- Yvonne Berry.

Prospective Purchaser: _____

Name: _____ Company _____

Signature: _____ Date: _____

Broker- _____

Date: _____

Signature: _____

Yvonne Berry -Broker- License# 02165642

Tommy Kim Broker- License# 01795209