

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is provided in connection with a potential acquisition by _____ ("Recipient") of the **Fairfield Inn & Suites** located in **Elizabethtown, Kentucky** (hereinafter the "Property"). The potential acquisition by Recipient of the Property shall herein be referred to as the "Proposed Transaction". For the purposes of this Agreement, the term "Disclosing Party" shall refer to the party to this Agreement disclosing Confidential Information (as defined below) to the other party; the term "Recipient" shall refer to the party to this Agreement receiving such Confidential Information from the Disclosing Party; and the term "Representatives" shall mean each parties' partners, employees, attorneys, accountants, contractors, consultants, investors and financing sources (lenders).

The Disclosing Party may provide to Recipient certain information that is either non-public, confidential or proprietary in nature ("Confidential Information"). Confidential Information shall include all written information furnished by Disclosing Party, whether furnished before, contemporaneously with or subsequent to the delivery of this Agreement, together with all notes, analyses, compilations, extracts, forecasts, studies, interpretations or other documents prepared by Recipient or its Representatives in connection with its evaluation of the Proposed Transaction. Confidential Information shall include the fact that the Property may be the subject of a potential sale and the price, terms and conditions relating to such sale. For purposes of this Agreement, the term Confidential Information shall not include such information which (a) is or becomes generally available to the public other than as a result of a disclosure by or through Recipient in contravention of this letter agreement; (b) was already available to, or in the possession of, Recipient prior to its disclosure by, or at the direction of Disclosing Party, in connection with Recipient's evaluation of the Proposed Transaction; or (c) is or becomes available to Recipient from a source (other than Disclosing Party and/or Disclosing Party's Representatives) not bound, to the knowledge of Recipient, by any legal or other obligation prohibiting the disclosure of the Confidential Information by such source to the Recipient. Upon receipt of this executed agreement, Confidential Information may be provided to the Recipient subject to the terms and conditions herein.

1. Confidential Information will be used by Recipient and its Representatives solely for the purpose of evaluating and completing the Proposed Transaction. Neither the Recipient nor its representatives will disclose any Confidential Information except as permitted in this Agreement or unless hereafter approved in writing by Disclosing Party prior to any such disclosure.
2. Recipient shall disclose the Confidential Information only to its Representatives who require such Confidential Information solely for the purpose of evaluating the Proposed Transaction, and who are informed of the confidential nature of the Information. Recipient agrees it shall be responsible for any breach, disclosure or acts in violation of this Agreement by its Representatives.
3. Recipient acknowledges that the property offered for sale is subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of any reason whatsoever, without notice at any time. Disclosing Party and Recipient agree that unless and until a definitive agreement regarding the Proposed Transaction between the parties has been executed, neither party will be under any legal obligation of any kind whatsoever with respect to such Proposed Transaction by virtue of this Agreement except for the matters specifically agreed to herein. Whenever requested by Disclosing Party, Recipient will promptly return or destroy all Confidential Information and, if destroyed, provide written certification to the Disclosing Party that Confidential Information has been appropriately destroyed.
4. Recipient acknowledges that Disclosing Party and any of its Representatives make no representation, warranty or covenant that the Confidential Information is, in fact, true, complete and correct and that no legal liability is assumed or to be implied with respect thereto.
5. If the Recipient or any of its Representatives is required by any subpoena, deposition, interrogatories, request for production or other legal process or by any applicable law or regulation to disclose any Confidential Information, Recipient shall as promptly as possible and, in any event prior to disclosure, notify Disclosing Party thereof and will cooperate with the Disclosing Party so that the Disclosing Party, at its expense, may seek an appropriate protective order. In the absence of a protective order, the Recipient and its Representatives may disclose only such Confidential Information as may be necessary to avoid any penalty, sanction, or other material adverse consequence, and Recipient will use reasonable efforts to secure confidential treatment of any Confidential Information so disclosed.
6. It is acknowledged that remedies at law may be inadequate to protect against any actual or threatened breach of this Agreement. Accordingly, in the case of any such breach, the prevailing party shall be entitled to specific performance and temporary, preliminary and/or permanent injunctive or other equitable relief for any violation or prospective violation of this Agreement without having to post a bond as a condition of obtaining such relief. Such remedies shall not be deemed to be the exclusive remedies of any violation of this Agreement but shall be in addition to all other remedies available at law or in equity. If any legal action is brought for the enforcement of this Agreement, or because of an alleged dispute arising in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such legal action, in addition to any other relief to which it may be entitled.
7. In the event of the termination of discussions or negotiations relating to the Proposed Transaction, the obligations set out in this Agreement shall continue in full force and effect notwithstanding the return or destruction of the Confidential Information for a period of one (1) year from the date of such termination.
8. This Agreement embodies the entire agreement between the parties and supercedes all prior or contemporaneous oral or written agreements or understandings concerning Confidential Information. This Agreement shall be governed by and construed in accordance with the laws of the State of **Kentucky** without regard to any principles of conflicts or choice of law of that jurisdiction or any other jurisdiction. Any litigation or other court proceedings with respect to any matter arising from or in connection with this Agreement shall be conducted in the federal or state courts in the State of **Kentucky**. The parties hereby submit to personal jurisdiction and consent to venue in such courts, and waive any defense based on *forum non conveniens*.

RECIPIENT:

By: _____
Company: _____
Name: _____
Title: _____
Date: _____

Address: _____
City, State, Zip: _____
Telephone: _____
Fax: _____
Email: _____