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HOSPITALITY BROKERAGE SERVICES

Sofranko Advisory Group, LLC Confidentiality & Non-Disclosure Agreement HOSPITALITY BROKERAGE SERVICES (a subsidiary of Sofranko Advisory Group), hereafter referred to as HBS is acting as the exclusive business advisor to any HBS listings current and future and will be referred to as the "Company". The Company is interested in a suitable business transaction. Confidential information pertaining to the "Company" will be forwarded to the undersigned individual/company (collectively with its subsidiaries, affiliates, directors, officers, employees, agents, advisors and representatives, "Receiving Party" or "you") upon receipt by HBS of a signed copy of this confidentiality agreement ("Agreement"). This Agreement shall remain in effect for 6 months from the date of this Agreement.

You hereby agree as follows:

1. **Purpose.** This Agreement sets forth the rights and obligations of the parties regarding use, handling, and safeguarding of information disclosed by Company to you relating to your evaluation of a possible business relationship with Company ("Transaction") by you or one of your affiliated companies.
2. **Confidential Information.** In consideration of receipt of information regarding Company, Receiving Party shall keep confidential any information supplied by Company or HBS, whether marked "confidential" or otherwise ("Confidential Information"). Confidential Information includes all analyses, compilations, studies or other materials prepared by or for you containing or based in whole or in part on any information furnished by or on behalf of Company or its representatives. Confidential Information excludes information that, without violation of this Agreement by you, (a) is or becomes available in the public domain, (b) was available to you on a non-confidential basis prior to its disclosure hereunder as evidenced by written records, or (c) was not obtained from any person who, to the knowledge of Receiving Party, was under an obligation of confidentiality to Company.
3. **Acknowledgment of Ownership and Irreparable Harm.** Company shall retain ownership rights in the Confidential Information. Nothing herein shall be construed to grant or convey any right, title, license or other interest in the Confidential Information to you, or be treated as a commitment to negotiate, enter into further documentation or consummate a potential Transaction. You acknowledge whole or partial disclosure of Confidential Information, whether deliberate or inadvertent, may irreparably harm Company. Upon termination of discussions with Company and HBS, Receiving Party will return all copies of Confidential Information or notify HBS in writing that Receiving Party has destroyed all copies of Confidential Information. Upon written request of Company or HBS, Receiving Party will destroy any handwritten notes and provide the identity of any representative to whom Confidential Information is disclosed.
4. **Disclosure, Copies & Use.** You agree to treat Confidential Information with the same degree of care you would reasonably exercise for protection of your own valuable trade secrets. Without Company's express prior written consent, you will not (a) disclose Confidential Information to any person other than Receiving Party representatives who require use of Confidential Information to evaluate a potential Transaction, (b) duplicate or copy Confidential Information unless required to evaluate a potential Transaction, or (c) sell, implement, appropriate or use Confidential Information for any purpose except to evaluate a potential Transaction. You must inform Receiving Party representatives of Confidential Information's confidential nature, instruct Receiving Party representatives to keep Confidential Information in the strictest of confidence, and ensure Receiving Party representatives use Confidential Information only to evaluate a potential Transaction. You shall be fully responsible for any breach of this Agreement by Receiving Party representatives.



5. **Confidentiality of Discussions.** Without Company's prior written consent, you will not disclose to any person other than Receiving Party representatives either that discussions or negotiations regarding a Transaction are taking place or you have requested or received Confidential Information with respect to a possible Transaction, except to the extent such disclosure is required by applicable law. In that event you shall give Company prompt notice of the disclosure requirement.
6. **Forced Disclosure.** If Receiving Party is required by legal process to disclose any Confidential Information, Receiving Party will provide timely notice of such request or requirement to HBS and Company so Company may seek an appropriate protective order or remedy or waive compliance with this Agreement. If such protective order or remedy is not obtained, or Company waives compliance with provisions hereof, you agree (a) to furnish only that portion of Confidential Information of which you are, as advised by written opinion of counsel, legally compelled to disclose, and you shall advise Company of such disclosure, and (b) to use your best efforts to obtain assurances confidential treatment will be accorded to such disclosure.
7. **No Assurance as to Information.** The Confidential Information is intended to assist in the evaluation of Company's operations and does not purport to contain all information potentially desired. Although Company believes the Confidential Information is accurate, Company and HBS make no representation or warranties as to its accuracy, completeness or fairness and shall have no liability for any express or implied representations or omissions therein. Receiving Party acknowledges it should conduct its own independent investigation and analysis of Company and Confidential Information.
8. **Exclusivity; Communication Only Through HBS.** Receiving Party agrees not to contact Company or any of its customers regarding the proposed Transaction without the express written consent by HBS or Company. Otherwise, HBS shall maintain all communication between you and Company.
9. **Enforcement.** Upon breach of this Agreement, Company shall be entitled to all remedies available at law or in equity, including an injunction or specific performance. With respect to any actions, suits or proceedings arising out of or relating to this Agreement or any Transaction ("Actions"), you irrevocably and unconditionally consent to submit to the exclusive jurisdiction of, and agree not to commence any Action except in, the State/Commonwealth or federal courts located in the state/commonwealth in which Company has its principal offices and the metropolitan area closest to such offices. In any Action to enforce this Agreement the prevailing party shall be entitled to recover from the non-prevailing party all costs reasonably incurred by the prevailing party in pursuing such enforcement, including attorneys' fees and court costs.
10. **No Offers of Employment.** For 24 months from the date of this Agreement you will not hire or offer to hire, whether as an employee or consultant, any persons employed by Company with whom you have had contact as part of your evaluation or investigation of Company, or whose identity was included in the Confidential Information.
11. **Waiver and Severability.** The failure of any party in any one or more instances to insist upon strict performance of any terms or provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms, provisions or options on any future occasion. Further, any provision of this Agreement rendered unenforceable by a court of competent jurisdiction shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of this Agreement.
12. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties hereto, but neither of the parties hereto shall assign this Agreement without prior written consent of the other party.



13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regard in the confidentiality of matters disclosed pursuant to this Agreement and supersedes any prior oral or written representations regarding said matters. This Agreement may not be modified except in writing and signed by all parties hereto. If the foregoing is in accordance with your understanding of the Agreement regarding Confidential Information, please sign and return the enclosed counterpart of this letter.

Signature Please

Print Name

Address

Phone Number

Email Address

Date Signed

Witness

Please Print Name

Sofranko Advisory Group, LLC

Please Print Name