



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into this

___ day of _____, 2013 by and between DARYON HOTELS INTERNATIONAL, LLC, a Pennsylvania limited liability company, having a business address of 400 Northampton Street, Easton PA 18042 (the "Company") and _____, a _____, having an address of _____ ("PP").

1. It is understood that the Company is furnishing certain information to PP which is non-public, confidential or proprietary in nature for use by PP in connection with PP's contemplated purchase of the real estate located at _____ (the "Property") and consisting of ___ Rooms/Suites and known as "_____". Any such information and data supplied by the Company regarding the Shopping Center to PP shall be deemed to be "Confidential Information" for the purposes of this Agreement; provided, however, that Confidential Information shall not include any information which (a) was available or in possession of PP prior to the time of disclosure to PP by the Company or its representatives, or (b) is or becomes generally available to the public other than as result of a disclosure by PP, or (c) is or becomes available to PP on a non-confidential basis by a third party which is not bound by a confidentiality agreement with the Company.

2. PP agrees to keep the Confidential Information confidential and, without the Company's prior written consent, PP will not disclose any of the Confidential Information except: (a) to PP's employees, auditors or counsel (collectively "representatives") to whom it is necessary to show the Confidential Information, each of which shall be informed by PP of the confidential nature of the Confidential Information; (b) in any statement or testimony pursuant to a subpoena or order by any court, governmental body or other agency asserting jurisdiction over PP, or as may otherwise be required by law; and (c) upon the demand of any regulatory agency or authority having jurisdiction over PP.

3. PP shall return to the Company, upon the written request of the Company, any Confidential Information in written form without retaining any copies thereof. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

4. It is acknowledged by the parties hereto that this Agreement does not obligate the Company or PP to enter into any further agreement or to proceed with or participate in any transaction.

5. The parties agree that any breach of this Agreement by PP may result in irreparable injury to the Company, and therefore, in addition to all other remedies provided at law or in equity, PP agrees and consents that the Company shall be entitled to both preliminary or permanent injunctions to prevent a breach or contemplated breach of any of the covenants or agreements made by PP herein.

6. This Agreement shall terminate and be of no further force or effect upon the earlier of the return of the Confidential Information to Company by PP following the written request by Company,

or one (1) year after the date hereof. This Agreement shall be governed by and construed in accordance with the laws of the States of Pennsylvania and Ohio.

7. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements of the parties relating to the subject matter hereof.

All communications regarding the Property and/or a Sale shall be submitted and/or directed by Potential Purchaser to Daryon Hotels International. Potential Purchaser agrees not to communicate or maintain contact with, whether directly or indirectly, any officer, director, employee, agent and/or representative of the Property owner/seller or the owner's/seller's affiliates regarding the Property and/or a Sale without Daryon Hotels International's express written consent, which consent shall be a Daryon Hotels International's sole and absolute discretion.

Please direct an executed copy of this confidentiality agreement to the below:

Nicholas Vasseghy
CEO
Daryon Hotels International LLC
nicholas@daryon.com
400 Northampton Street.
Easton, PA 18042
917-338-3320 X 201 Office
917-338-3324 Fax
404-697-8700 Mobile

IN WITNESS WHEREOF, the undersigned have duly executed this Confidentiality and Non-Disclosure Agreement as of the date first above written.

AGREED AND ACCEPTED:

POTENTIAL PURCHASER

Print Name: _____

Signature: _____

Title: _____

Phone: _____

Address: _____
Street Apt/Suite City State Zip

Fax: _____

Email: _____