Name: _____
Address: _____
City, State ZIP _____
Email: _____
Phone: _____

Location:

We are prepared to furnish information in connection with the possible submission of a written offer by you to purchase the above referenced Property on the following conditions: (i) you agree to treat the Project Information confidentially as hereinafter provided and; (ii) you return to us an executed copy of this agreement (the "Agreement"). Therefore, as a pre-condition to our furnishing the information to you, you hereby represent and agree as follows:

1. All Project Information furnished to you by ATLAS HOSPITALITY GROUP or the Owner will not be used by you for any purpose other than evaluating a possible interest in the Property by you or your affiliate as principal (exclusively for your own account and not as a brokers, finder or similar agent). Therefore, you agree to keep all Project Information (other than information which is a matter of public knowledge or is provided in other sources readily available to the public) strictly confidential; provided, however, that any such Project Information may be disclosed to your affiliates, officers, directors, partners, prospective partners, shareholders, employees, accountants, engineers, attorneys, agents, consultants and financial institutions [collectively, "Privileged Representatives," provided that such affiliates, officers, directors, partners, prospective partners, shareholders, employees, accountants, engineers, attorneys, agents, consultants and financial institutions shall not be deemed Privileged Representatives unless (but solely to the extent that) you furnished confidential information to them], who need to know such information for the purpose of evaluating and implementing a potential investment by you therein, and they shall be directed by you to treat such information in the strictest confidence. In any event, you shall be responsible for any breach of this Agreement by any such Privileged Representatives.

2. Subject to the provisions of Paragraph 7, you will not make any of the Project Information available, or disclose any of the contents of the Project Information to any person who is not a Privileged Representative other than as permitted by the preceding paragraph unless, (i) such person has been identified to us in writing, (ii) we have on behalf of Owner, approved, in writing, the furnishing of Project Information or such disclosure to such person, and (iii) such person has entered into a confidentiality agreement with us, the provisions of which agreement shall be substantially the same as the provisions of this Agreement.

3. Without our prior written consent, you will not disclose, and will direct your Privileged Representatives not to disclose to any person, either the fact that discussions or negotiations are taking place concerning a possible transaction involving the Property or any of the terms, conditions, or other facts with respect to any such transaction, including the status thereof. The term "person" as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association and individual. You will direct persons to whom Project Information is made available not to make similar disclosures.

4. You will promptly, upon our written request, deliver to us or destroy all Project Information furnished to you by us or Owner, after the date of this Agreement, without retaining copies thereof. In addition, analyses, compilations, studies or other documents prepared by you, your agents, your employees or your Privileged Representatives, using Project Information,

1901 Main Street, Suite 175
Irvine, California 92614

Telephone: (949) 622 - 3400
Facsimile: (949) 622 - 3410

will be held by you and kept confidential subject to the terms of this Agreement, or destroyed.

5. Although we have endeavored to include in the Project Information all such information known to us which we believe to be relevant for the purpose of your investigation, you understand and acknowledge that neither ATLAS HOSPITALITY GROUP nor the Owner makes any representation or warranty, express or implied, as to the accuracy or completeness of the Project Information or including, in particular, but without limitation, the information contained in Section V "Financial Analysis" of the Offering Memorandum or any other written or oral communications transmitted or made available to you, excepting only those particular representations and warranties which may be made to you in the executed purchase agreement for the Property and subject to such limitations and restrictions as may be specified therein. Except as may be otherwise agreed by the parties in a separate writing, you further agree that neither ATLAS HOSPITALITY GROUP nor the Owner, shall have any liability to you, your agents, your employees, or your Privileged Representatives resulting from the use of the Project Information by you or such persons in connection with the sale of the Owner's interest in the Property. You also understand and acknowledge that the information used in the preparation of the Project Information was furnished to us and has not been independently verified by us. Notwithstanding the above, Atlas Hospitality Group and the Owner represent and warrant that the Project Information has been prepared in good faith.

6. In the event that you or one of your Privileged Representatives becomes legally compelled to disclose any of the Project Information (whether by deposition, interrogatory request for documents, subpoena, civil investigation, demand, order or other similar legal process), , you will provide us with prompt notice so that Owner, at its sole option, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions this Agreement. In the event that such protective order or other remedy is not obtained or that Owner, through us, waives compliance with the provisions of this Agreement, you will furnish only the portion of the Project Information which is legally required and will exercise all reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Project Information.

7. In the event of any litigation arising relative to a breach or threatened breach of this Agreement, the losing party shall indemnify, defend and hold harmless the prevailing party and any of their affiliates, employees, agents and officers from and against any and all loss, liability, claim, damage and expenses of any nature (including reasonable attorneys' fees) whatsoever arising out of, or in connection with, any such breach or alleged breach of this Agreement. The defense and indemnification obligations set forth in this Article shall survive termination or expiration of this Agreement.

8. You acknowledge that irreparable injury will result to ATLAS HOSPITALITY GROUP and Owner from a violation of this Agreement by you, and that, in addition to any other remedies provided at law, ATLAS HOSPITALITY GROUP and Owner shall be entitled, upon proper proof, to an injunction or other equitable remedy with regard to such violation and no bond or other security shall be required in connection therewith.

9. This agreement shall be governed and construed in accordance with the laws of the State of California.

10. The term "Project Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure by you or your Privileged Representatives in breach of this

Agreement), (ii) was available to you on a non-confidential basis prior to disclosure by Owner or Atlas Hospitality Group, or (iii) becomes available to you on a non-confidential basis from a person who, to your knowledge, is not otherwise bound by a confidentiality agreement with Owner or Atlas Hospitality Group, or is not otherwise prohibited from transmitting the information to you.

11. This Agreement represents the entire understanding and agreement of the parties hereto and may be modified only by a separate written agreement executed by you, Owner and Atlas Hospitality Group expressly modifying this Agreement.
12. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original, but such counterparts shall together constitute one and the same Agreement.
13. This Agreement shall terminate upon the earlier to occur of (i) the closing of the transaction contemplated by this Agreement, or (ii) one (1) year after the date hereof.
14. Atlas Hospitality Group is the procuring Broker of the property that is the subject of this Confidentiality Agreement. Seller shall pay the brokers commission to Atlas Hospitality Group for this offering. You herby agree to indemnify, defend, protect and hold Atlas Hospitality Group harmless against any and all liability, loss, cost damage or expense which you may sustain or incur by reason of any claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith arising out of any claim by reason of services alleged to have been rendered to, or at the request of the indemnifying party. The provisions of this Section 14 shall survive the termination of this agreement.

If you are in agreement with the foregoing, please sign and return one copy of this letter to Atlas Hospitality Group, Attention: Robert J. Feist, which will constitute our agreement with respect to the subject matter of this letter.

Very truly yours,

Atlas Hospitality Group

_____
By: Robert J. Feist
Title: Vice President
CalBRE No.: 01188957

AGREED AND ACCEPTED THIS _____DAY OF _____, 20 18.

_____
By: _____
Title: Principal