



CONFIDENTIALITY AGREEMENT

RE: Hotel Properties as subsequently provided on an ongoing basis

In connection with entering into discussions with Crystal Investment Property, LLC (CIP) the undersigned Principal and/or Broker (Parties) agree to treat all documents provided by CIP and discussions with CIP relating to the potential purchase of the above referenced hotel(s) (Property) as strictly CONFIDENTIAL. Parties are further advised that the Seller has indicated that all inquiries concerning the Property and all communications with respect to the sale of such Property be directed to CIP.

Parties further agree not to use or disclose any information or documents provided to Parties by CIP, regardless of whether they are individually identified as CONFIDENTIAL, without the written consent of CIP. All informational materials relating to the Property shall continue to be the property of the Seller and/or CIP and shall be used for the sole purpose of evaluating the Property. Parties agree to take all reasonable precautions to protect the confidentiality of such information and, upon written request by CIP, to immediately return any documents to CIP, which contain or reflect such Confidential Information. Although we have endeavored to include such information as we believe pertinent for the purposes of evaluation of the Property for investment potential, Parties understand and acknowledge that neither CIP nor Seller make any representation or warranty as to the accuracy or completeness of the information. Parties further understand and acknowledge that the information used to prepare any materials provided were furnished by sources deemed reliable but have not been verified and are subject to Parties' own investigations and diligence. Parties agree that neither Seller nor CIP shall have any liability for any reason to Parties nor their advisors resulting from the use of the materials provided in connection with the pursuit of securing an investment in the Property, whether consummated or not for any reason.

Parties acknowledge that the Property is subject to prior sale, contractual obligation, or withdrawal from the market for any reason without notice. CIP and Seller retain the right in their sole discretion to withhold information from Parties if, in their determination, the Principal is not a qualified investor. Such qualifications may include but are not limited to financial capability, relevant industry experience, net worth, and demonstrated ability to complete a transaction of this type and size. CIP may request and Parties agree to supply information which may be deemed relevant in determining the qualification of the Principal.

Should Principal decide not to acquire Property for any reason, they agree that for a period of two years following receipt of these confidential offering materials, neither they, nor any entity that they have an ownership interest in, will develop a new hotel within a ten (10) mile radius of the Property. The non-compete agreement will expire two years from Client's date of receipt of the confidential offering materials or upon sale of the hotel, whichever occurs first.

Should Principal contact CIP directly without Broker representation then said Principal hereby assents to exclusive Buyer representation by CIP for all properties provided by CIP thereafter.

Parties specifically agree not to enter into any discussions with any employee or guest at the Property about any matter relating to hotel operations or a potential sale of the hotel. In the event of any material breach of the provisions of this agreement CIP and/or Seller shall be entitled to equitable relief in addition to all other remedies available at law or at equity. This agreement shall be interpreted in accordance with the laws of the State of Oregon. The venue for any action shall be Washington County, Oregon.

Principal: _____

Broker: _____

Signature: _____ Date _____

Signature: _____ Date _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Address: _____

Address _____

E-Mail: _____

E-Mail: _____