BUYER CONFIDENTIALITY AGREEMENT AND REQUEST FOR INFORMATIONAL MATERIALS

This is a Request for Informational Materials that have been prepared regarding the sale of the property known as:

Hambleton Inn, 202 Cherry Street, St. Michaels, MD 21663; 8 Rooms; $1,750,000 (as the "Property").

The Informational Materials are intended solely for _____, ("Prospective Purchaser") and its limited use in considering its interest to purchase the Properties.

The Informational Materials, which contain certain confidential information relative to the business and affairs of the Properties, as well as other information that may be pertinent to the sale of the Properties or specific information requested by Prospective Purchaser, have been prepared by the Owner and Marcus & Millichap ("M&M"), the Exclusive Listing Broker for the Owner and the Procuring Broker. The Information Materials do not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither the Owner nor M&M make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Informational Materials or their contents and no legal liability is assumed or justified with respect thereto.

By executing this Agreement, Prospective Purchaser agrees that: it will hold and treat the information contained in the Informational Materials in the strictest of confidence; it will not disclose or permit anyone else to disclose the contents of the Informational Materials to any other entity without prior written authorization of M&M; it will not permit the Informational Materials or its contents to be used in any fashion or manner detrimental to the interest of the Owner; it will not photocopy or duplicate the Informational Materials without prior written consent of M&M; it shall not disclose or discuss the sale of the Properties with any of the staff or tenants at the Properties without the prior written consent of M&M; it will indemnify, defend and hold harmless the Owner and M&M from all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to any claim made by any broker other than M&M; it acknowledges that M&M is representing the Owner and only M&M shall receive compensation from the Owner.

The undersigned Prospective Purchaser acknowledges that the Owner shall have no obligation to Prospective Purchaser unless and until a written agreement embodying all the terms and conditions of the proposed sale is executed and delivered by Owner and by Prospective Purchaser and in such event, Owner's only obligation to the Prospective Purchaser will be as, and to the extent, if any, provided in such written agreement.

The owner/M&M expressly reserve the right, at its sole discretion, to reject any or all proposals or expressions of interest in the Properties and to terminate discussions with any party at any time with or without notice. The Informational Materials shall not be deemed a representation of the state of affairs of the Properties or constitute an indication that there has been no change in the business or affairs of the Properties since the date of the preparation of the Informational Materials.

Prospective Purchaser also agrees that if they choose to not pursue or to discontinue negotiations leading to the purchase of the Properties, they shall return all Informational Materials to M&M immediately.

ACKNOWLEDGED AND AGREED ON _____
DATE

_____	_____
Prospective Purchaser/Entity (PRINT NAME)	Authorized Signatory for Purchaser/Entity (SIGNATURE)
_____	_____
Street Address	Purchaser Contact Name (Print Name)
_____	_____
City, State and Zip Code	Phone Number Facsimile Number
Gordon Allred, Marcus & Millichap	_____
Name of Procuring Agent	Purchaser E-mail Address

RETURN TO: JAYNE MESI, MARCUS & MILLICHAP via email: jayne.mesi@marcusmillichap.com
or Fax: (909) 456-3410

DATE RECEIVED BY MARCUS & MILLICHAP: _____ RECEIVED & APPROVED BY: _____