

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of _____, 2017 (the "**Effective Date**") by and among Braunco with its principal address at 1230 Rosecrans Ave., Suite 160, Manhattan Beach, CA. 90266 ("**Braun**"), and the buyer of the Arlington Suites/Sunshine Lodge located at 1339 Highland Ave, Williamstown, WV 26187 _____ ("**Buyer**"), with reference to the following facts:

A. Buyer and are desirous of conducting discussions and exchanging information in connection with potential transaction in commercial real estate of the Arlington Suites/Sunshine Lodge whose address is 1339 Highland Avenue, Williamstown, WV 26187 (the "Transactions").

B. In connection with such potential Transactions, Braun will provide Buyer with certain non-public and confidential oral and written information, as well as certain information relating to the Transactions respective business prospects, books and records, and operations (collectively referred to herein as the "Information") from their respective directors, officers, controlling persons, employees, representatives and/or agents ("Representatives"). Except as otherwise provided in Section 4 of this Agreement, the term "Information" as used in this Agreement shall include all such Information furnished to one party (the "Receiving Party") by the other party (the "Providing Party"), including but not limited to all analyses, compilations, data, studies, notes, interpretations, memoranda or other documents containing or based in whole or in part on any such furnished information or otherwise reflect or are derivative of such information.

Notwithstanding the foregoing, the term "Information" specifically excludes any information or material that: (a) is known by the Receiving Party or is in the Receiving Party's possession prior to its receipt from the Providing Party; (b) is or becomes publicly available through no fault or omission attributable to the Receiving Party; (c) is provided to the Receiving Party by a third party, unless the Receiving Party knows that such provision of information or material violates any confidentiality agreement between such third party and the Providing Party; (d) is independently developed by the Receiving Party without the use of the Information; or (e) is required to be disclosed by law, or any regulatory or governmental authority.

NOW, THEREFORE, in consideration of furnishing Recipient with the Information, Recipient agrees as follows:

The Receiving Party hereby agrees to keep all Information strictly confidential and, without the Providing Party's prior written consent will not, directly or indirectly, disclose or reveal any Information, or the fact that the Transaction is being considered, to any person other than the Receiving Party's employees, agents, attorneys, accountants, retained advisors in confidential relationships with the Receiving Party, and other representatives (and those of any of the Receiving Party's affiliates or subsidiaries) who are actively and directly participating in the evaluation of the Transaction and who would customarily have access to such Information in the normal course of performing their duties (such persons shall be informed of the confidential nature of the Information and the Receiving Party shall cause such persons to observe the terms of this Agreement).

The Receiving Party further agrees that the Information will be used solely for the purpose of evaluating and possibly consummating the Transaction. The Receiving Party will not use or

permit the use of any Information in any manner or in respect of any transaction other than the Transaction.

Within fifteen (15) days of the Providing Party's written request at any time, the Receiving Party shall either return to the Providing Party or shall promptly destroy all copies of such materials, and shall promptly destroy all the Information.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

The terms of this Agreement shall continue in full force and effect until the date which is two (2) years after the date of this Agreement.

This Agreement is to be construed under the laws of the State of California, without regard to conflicts-of-laws rules or principles., and further agree that service of any process, summons, notice or document by US registered mail:

Braun Inc.
1230 Rosecrans Ave. Suite 160
Manhattan Beach, CA. 90266
Attention: Mr. David Jaffe
Fax:310.798.8883

This Agreement contains the entire understanding of the parties hereto with respect to the matters covered hereby and may be amended only by an agreement in writing.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and year first written above.

Buyer

By: _____
Name:
Title:

BRAUNCO, INC.

Braunco

By: _____
Name: David Jaffe
Title: SVP