

MVP COMMERCIAL

Hotel-Motel and Investment Brokerage

John R. Reed, CCIM

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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) confirms the mutual understanding that John R. Reed (“Broker”) will provide _____ (“Buyer”) or _____ (“Buyer's Agent”) with certain evaluation materials, as well as verbal information (“Confidential Information”; including all copies or other renditions thereof) in connection with the possible purchase of a hotel property (“Property”). This Confidential Information is made available to Buyer solely for the purposes of evaluating the possible purchase or lease of the Property.

1. Confidential Information shall include, but not be limited to, any conversations or discussions with the Seller, the Seller’s agents or employees, and any information related to the Property. The use of Confidential Information for any purpose other than evaluating a Buyer’s possible interest in acquisition of the property is expressly prohibited. No external verbal or written communication of Confidential Information shall be permitted without the express written consent of the Seller. Therefore, Buyer and Buyer's Agent agree to keep all Property Information (other than information which is a matter of public knowledge) strictly confidential; provided, however, that any such Property Information may be disclosed to affiliates, officers, directors, partners, prospective partners, shareholders, employees, accountants, engineers, attorneys, agents, consultants and financial institutions (collectively, “Privileged Representatives” provided that all such parties 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 Buyer therein, and they shall be directed to treat such information in the strictest confidence. In any event Buyer and Buyer's Agent shall be responsible for any breach of this Agreement by any such Privileged Representatives. Buyer agrees not to contact any Governmental Agency staff concerning the Property until a purchase agreement has been executed.
2. Buyer and Buyer's Agent will not make any of the Property Information available, or disclose any of the contents of the Property 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 the Seller's Broker in writing, (ii) we have on behalf of the Seller, approved, in writing, the furnishing of Property 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. Buyer acknowledges that the Confidential Information may contain data regarding the Property, which is material to the future business activities of the Property and its owners. Buyer agrees that the Confidential Information will not be disclosed or used to perform any act detrimental to the Property’s owners. Promptly upon request by the Broker or Seller, Buyer agrees to return all written Confidential Information.
4. Buyer shall not photocopy or make copies in any other manner of the Confidential Information.
5. Without our prior written consent, Buyer shall not at any time, directly or indirectly, use, disclose, deliver, or communicate to any other person or entity, any discussions with Broker or Seller or Confidential Information concerning the Property, including 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 the transaction, including the status thereof. Any inquires or correspondence in connection with the Property shall be communicated to Broker at the address as set forth above.
6. In the event that Buyer and Buyer's Agent or one of the Privileged Representatives becomes legally compelled to disclose any of the Property Information, Buyer and Buyer's Agent will provide us with

prompt notice so that Seller, at its sole option, may seek a protective order or other appropriate remedy and /or waive compliance with the provisions in this Agreement. In all cases you will furnish only the portion of the Property 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 Property Information.

7. Buyer and Buyer's Agent acknowledge that irreparable injury will result to Broker and Seller from a violation of this Agreement, and that, in addition to any other remedies provided at law, Broker and Seller 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.
8. This agreement shall be governed and construed in accordance with the laws of the State of California.
9. Buyer or Buyer's Agent hereby acknowledges that it has not dealt with, nor will deal with, any party other than Broker, in Buyer's potential acquisition of the Property. Buyer further agrees to, and hereby does, indemnify and save harmless Seller and Broker against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any other party for commissions or other compensation for bringing the Property to the attention of the Buyer and any transaction contemplated hereby.
10. Buyer and Buyer's Agent understands that this Confidentiality Agreement is being entered into as a condition to the release of the Confidential Information by Broker and that the information contained therein, while not guaranteed, is secured from sources deemed reasonably reliable.
11. This Agreement expresses the entire agreement and understanding of the parties. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties. In any action to enforce the rights of the parties hereto, the prevailing party shall, in addition to the actual settlement, be entitled to reasonable attorney's fees.
12. This Agreement shall terminate upon the earlier to occur of (i) the closing of the transaction contemplated by this Agreement, or (ii) two years after the date hereof.

By signing and acknowledging where indicated below, the parties understand and agree to the terms and conditions as outlined above

Print Name

(Agent): _____

(Buyer): _____

Signature

By: _____

By: _____

Title

Its: _____

Its: _____

Phone _____

FAX _____

Email _____

Date _____

Date _____