

## CONFIDENTIALITY AGREEMENT

**THIS is a CONFIDENTIALITY AGREEMENT** intended solely for your own limited use in considering whether to pursue negotiations to acquire such property. Property is offered for sale by the “owner” exclusively through HARBOUR HOTEL MOTEL BROKERS (“Broker”).

**This Confidential Property Profile Package (“Package”)** contains brief selected information pertaining to the business and affairs of the property and has been prepared by Broker based on information furnished by the Owner and/or other sources we believe reliable with every effort has been made to provide accurate information. It does not, however, claim to be an all-inclusive or to contain all the information which a prospective purchaser may desire. Neither Owner nor Broker or any of their officers, employees or agents make any representation or warranty, express or implied, as to the accuracy, completeness or contents of the Package or as to any potential beneficial or adverse tax consequences concerning the property or the proposed purchase, and no legal liability is assumed to be implied with respect thereto. Broker is not responsible for misstatements of fact, error omissions, prior sale, change of price, or withdrawal from market. This package shall not be deemed to represent the state of affairs of the property, or constitute an indication that there has been no change in the business or affairs of the property, since the date of the preparation of this package.

**Prospective Purchasers** should independently verify all the items, including income and expertise, title, zoning, building codes, hazardous materials, coastal construction control line, Americans with Disabilities Act, legal and tax considerations with appropriate outside experts.

**NOW, THEREFORE**, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

- 1. CONFIDENTIALITY.** As a condition to the Disclosing Party furnishing the Information to the Recipient, the Recipient agrees to treat and handle confidentially the Information and any other Information which it obtains concerning the Disclosing Party and its property, including the disclosure of specific target customers and business relationships.
- 2. NO DETRIMENTAL USE.** The Recipient agrees that the Information will not be used by the Recipient in any way detrimental to the Disclosing Party, and that such Information will be kept at all times confidential by the Recipient unless the Disclosing Party consents in writing. The Recipient agrees that it will make use of the Information only for the limited purpose of working with Disclosing Party to purchase the assets, and will not use the Information for the purpose of competing with the Disclosing Party or otherwise for its benefit at any time in the future. The Recipient agrees that it will not knowingly permit or facilitate such use by any other person or entity without the prior written consent of the Disclosing Party.
- 3. DISCLOSURE OF DISCUSSIONS.** Without the prior written consent of the Disclosing Party, the Recipient shall not, and will direct its representatives not to, disclose to any person or entity the fact that the Information has been provided or communicated or that any activity may take place or is taking place concerning the property and proposals between the Recipient, the Disclosing Party.
- 4. REPRESENTATIVE.** For purposes of this Agreement, a representative means a member, manager, shareholder, partner, officer, directors, employee, agent, representative or other person associated with the Recipient, or a law firm, public accounting firm, or other entity or person (and their employees) who, in the good faith judgment of the Recipient needs to have access to some or all of the Information for the purpose of evaluating any possible transaction with or between Recipient, Disclosing Party and others who may become the tenant, owner or user of real estate improvements being constructed by Recipient. In the event that the Recipient elects to disclose, in good faith, any of the Information to a representative, such representative will be bound by the terms and conditions of this Agreement and the representative shall be jointly and severally liable with the Recipient to the Disclosing Party for any breach thereof.
- 5. RETURN OF MATERIALS.** At the request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all material, in any format, containing or reflecting any Information contained in the Information (whether prepared by the Disclosing Party or otherwise). In addition, the Recipient and its representatives will not retain any copies, extracts or other reproductions, in whole or in part, in any format or medium whatsoever, of the Information. The Recipient shall thereafter destroy all documents, memoranda, notes or other writings prepared by the Recipient, or its representatives, which are based on the Information.

**6. INJUNCTIVE RELIEF.** The Recipient acknowledges that the remedy at law for any breach by it of the terms of this Agreement shall be inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by the Recipient of the terms of this Agreement, the Disclosing Party shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to the Disclosing Party for such breach or threatened breach, including the recovery of damages from the Recipient. The Recipient further represents that it understands and agrees that the provisions of this Agreement shall be strictly enforced and construed against it.

**7. NONWAIVER.** It is further agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**8. PROPERTY.** The property is being sold "AS-IS, WHERE-IS" basis. Owner expressly reserves the right, at Owner's discretion, to reject any or all proposals or expressions of interest in this property and to terminate without discussions with any party, at any time, with or without notice.

**9. HAZARDOUS MATERIALS DISCLOSURE.** Various construction materials may contain items that have been, or may be in the future, be determined to be hazardous (toxic) or undesirable and may need to be specially treated/handled or removed. Real Estate Agents have no expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present or future owners/or operators. It is the responsibility of the buyer to retain qualified experts to detect and correct such matters and to consult with legal counsel of their choice to determine what provisions, if any, they may wish to include in transaction documents regarding the Property.