

**NON-DISCLOSURE AGREEMENT**

**RE: 28 Unit Cape Cod Motel Plus Owner's Home with High Gross Sales**

Carey Commercial, Inc., 146 Main Street, Hyannis, MA as "Broker" has been authorized with respect to the offering for sale of the above referenced business and property to make available for review certain information concerning the business' financial history upon execution of this confidentiality agreement by the prospective purchaser.

("Prospective Purchaser") is interested in the possible purchase of the real estate and has the experience and financial capabilities to undertake a transaction of this magnitude. The information may include, without limitation, legal instruments, studies, brochures and other materials all of the aforementioned information collectively referred to as "Informational Materials"). In this connection, "Informational Material" is furnished to Prospective Purchaser only on the condition that Prospective Purchaser agrees to treat the "Informational Material" confidentially as hereinafter provided. Therefore, as a prerequisite to furnishing this "Informational Material" Broker is prepared to provide the "Informational Materials" for the Prospective Purchaser's consideration in connection with the possible purchase of the Business subject to the following conditions:

1. All "Informational Material" furnished to the Prospective Purchaser by Owner, remain the property of Owner, will not be duplicated or used for any other purpose other than evaluating a possible purchase of the Property. Therefore, Prospective Purchaser agrees to keep all "Informational Material" (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure by Prospective Purchaser) strictly confidential. If a purchase transaction is not consummated then all "Informational Materials" will promptly, upon the request of Owner, be returned to Owner, whether furnished before or after the date of this letter, without retaining copies thereof. If a purchase transaction is not consummated Prospective Purchaser agrees not to make any of the "Informational Material" available or disclose any of its contents or the fact that discussions or negotiations are taking place concerning a possible purchase of the Business, or any of the terms, covenants, conditions, or other facts with respect to any such investment proposal to any person and specifically to include Owner's staff.
2. The "Informational Material" may be disclosed to the Prospective Purchaser's partners, legal counsel and lenders (Related Parties), solely for the purpose of evaluating the purchase.
3. The Potential Purchaser understands and acknowledges the Broker and Owner do not make any representations or warranties as to the accuracy or completeness of the "Informational Materials" and that the information used in the preparation of the "Informational Materials" was furnished to Broker by others and has not been independently verified by Broker. Owner expressly reserves the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property from Prospective Purchaser, and/or to terminate discussions, at any time with or without notice.
4. Broker is acting as agent on the behalf of Seller (Seller's Agency). A Seller's Agent has duties as defined by law to represent the Seller's interest in the sale of the Business. This generally means a duty to seek a sale, or exchange at the price and terms stated in the brokerage agreement or at a price and terms acceptable to the seller or landlord; account for Seller funds; disclose all information relevant to the transaction as required by law to the Seller and maintain the Client's confidentiality.
5. The Potential Purchaser acknowledges that the Business is publicly offered for sale and is subject to withdrawal from availability, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any Potential Purchaser, or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

If in agreement with the foregoing, please return one original signed copy of the agreement to "Broker": Chuck Carey, Carey Commercial Inc., 146 Main Street, Hyannis, MA 02601 Fax: 508-790-8998 or email to: [cjc@careycommercial.com](mailto:cjc@careycommercial.com)

AGREED TO AND ACCEPTED: (Signature) \_\_\_\_\_ Date: This \_\_\_\_\_ Day Of \_\_\_\_\_ 2017

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Amount Available to Invest: \$ \_\_\_\_\_