



CONFIDENTIALITY AGREEMENT

Date: _____

Potential Investor: _____

Representative: _____

Company: _____

Telephone: _____

E-Mail: _____

Property: Comfort Inn Livonia, Michigan

Upon your execution of the Confidentiality Agreement, SMITH DEAN BURGETT (“Broker”) will deliver to Potential Investor named above and/or assigns, certain information and materials (“Information”) in connection with the sale of the property listed above (“Property”) from (**The Seller**)/ (“Owner”). The information is intended solely for the limited use by the Potential Investor in considering whether the Potential Investor will pursue an offer to acquire the Property. The information will contain brief, selected information pertaining to the business and affairs of the Property and does not purport to be all-inclusive or contain all of the Information, which a prospective purchaser may desire or require. Neither Owner or Broker or any of their respective officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Information and no liability of any kind whatsoever is assumed by Owner or Broker with respect thereto.

The parties agree that the delivery of the Information is subject to the following terms, covenants and conditions:

1. The Potential Investor agrees to treat confidentially the Information, whether the Information is furnished before or after the date of this letter, together with analysis, compilations, studies or other documents or records prepared by the Potential Investor and its directors, officers, employees, advisors or representatives and financing sources (collectively, the “Representatives”), to the extent that such analysis, compilations, studies, documents or records contain or

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otherwise reflect or are generated from such information (collectively, the "Material").

2. The Potential Investor agrees that its Representatives will not duplicate, photocopy or otherwise reproduce the Information in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the Property or the interest of the Owner.
3. The Potential Investor agrees that the Material shall be used solely for the purpose of evaluating the proposed acquisition of the Property and that such Material shall be kept confidential by the Potential Investor; provided, however, that any of the Material may be disclosed to such representatives who need to know the information contained therein for the propose described above, it being understood that he Potential Investor shall (a) inform each such representative of the confidentially; and (b) maintain a list of those persons to whom such information has been disclosed which list shall be presented to Owner or Broker upon request.
4. The Potential Investor agrees to indemnify Owner from any loss or damage, which Owner may suffer as a result of their breach of the terms and condition of this Agreement. In the event of a breach or threatened breach of this Agreement, Owner shall be entitled to all remedies at law and equity, including injunctive relief and if Owner prevails in an action against the Potential Investor, Potential Investor shall be responsible for all reasonable attorney's fees and costs incurred by Owner in the prosecution of such action.
5. Owner expressly reserves the right at Owner's sole, singular, exclusive and arbitrary discretion to reject any or all proposals or expressions of interest in the property by the Potential Investor and to terminate discussions in connection therewith at any time without notice.
6. The Materials shall not be deemed to represent the state of affairs of the Property or constitute an indication that here has been no change in the business or affairs of the Property since the date of preparation of the Information. Owner does not warrant or represent that the Information is true or correct. You are advised to verify the information independently. Owner reserves the right to make any change, to add, delete, or modify the Information or to withdraw the Property from consideration at any time, without notice. The Information is not to be construed as an offer, and expression of intent, an obligation, or as part of any contract or commitment, to sell the Property.

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7. The Potential Investor represents and warrants that it has not had any discussion or dealings regarding the Property with any other broker, finder or agent other than Owner's Broker and hereby agrees that the obligation to pay any such brokerage commission, except for the compensation due to Owner's Broker is an obligation of the Potential Investor and agrees that it shall not look to Owner for the payment of any such brokerage commission.
8. The Potential Investor agrees it will return all Information upon request by the Owner or Broker.
- 9. The Potential Investor agrees not to share this site/hotel information another person or entity, without the express written consent of Smith Dean Burgett.**

Please acknowledge your consent and agreement to the forgoing by signing and returning a duplicate copy to us, at which time the same shall constitute a binding Agreement between us.

Very truly yours,

Ronald W. Burgett, digital signature

Ronald Burgett, Senior Vice President
SMITH DEAN BURGETT

AGREED AND ACCEPTED:

Company _____

By signing below, I certify that I am not a broker, realtor or a representative for a broker or realtor for any state in the United States and that I fully agree with the terms and conditions as stated in this document.*

By: (signature required)

*realtors, brokers, or representatives thereof should contact Ron Burgett at rburgett@ronburgett.com

Information on this site/hotel will be forwarded to investor upon receipt of this document.

FAX BACK TO 866-799-1708