

Confidentiality Agreement

Date:

Re: Super 8 Motel – Tucumcari, NM 88401

The “Company”, Super 8 Tucumcari, NM is willing to make available to you certain information in connection with the proposed sale. As a condition of the receipt of such information, you agree, subject to the terms hereof, to treat confidentially any information furnished to you by Company regarding the Premises, whether furnished before or after the date of this letter, together with analysis, compilations, studies or other documents or records prepared by you or directors, officers, employees, advisors or representatives and financing sources (collectively “Representatives”) of yours, to the extent that such analysis, compilations, studies, documents or records contain or otherwise reflect or are generated from such information (collectively, the “Material”).

You hereby agree that the Material shall be used solely for the purpose of evaluating the proposed conveyance of the Premises, and that such Material shall be kept confidential by you and your representatives: provided, however, that any of the Material may be disclosed to you and your Representatives who need to know the information contained therein for the purpose described above. It is understood that (a) such Representatives shall be informed by you of the confidential nature of such information and you shall cause such Representatives to treat such information confidentially; and (b) you shall maintain a list of those persons to whom such information has been disclosed, which list shall be presented to the Company upon request.

You shall promptly upon the request by the Company deliver to the Company all documents furnished by the Company or its agents to you or your Representatives constituting Material, without retaining any copy thereof. Notwithstanding the return of any Material, you shall continue to be bound by your obligation of confidentiality and your other obligations hereunder.

Although the Company and its agents have endeavored to include in this Material information known to them which they believe to be relevant for the purpose of your evaluations, you understand that the Company believes, to the best of its knowledge, that the information furnished you is accurate and complete but suggests that you use whatever methods you deem advisable to verify the accuracy and completeness without violating the provisions of this agreement.

You shall not (i) disclose the fact that discussions or negotiations are taking place concerning the possible acquisition of the Premises or any of the terms thereof, or (ii) conduct any discussions, negotiations or make any inquiries concerning the possible acquisition of the Premises with any other person or entity except for the Company and except as may be permitted hereunder, or except as may be required by law.

In the event that you or a Representative becomes legally compelled to disclose all or any part of the Material, you will provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or that the Company waives compliance with the provisions of this Agreement, you will furnish only that portion of the Material which is legally required and will exercise your best effort to obtain reliable assurance that confidential treatment will be accorded the Material.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that Company shall be entitled to specific performance and injunctive or other equitable relief as remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the Company. The parties agree that all disputes hereunder shall be subject to the exclusive jurisdiction of the state of federal courts having jurisdiction over the state in which Premises is located. You expressly agree that the Company is a third part beneficiary hereunder and all terms and conditions herein shall inure to the benefit of the Company

This Confidentiality Agreement will act as a disclaimer for any materials received by you in connection with your purchase of the premises. The Company recommends that you verify all information supplied to you with your own independent studies or with third party contractors.

You understand and acknowledge that the “Company” is the Seller in this transaction. The term of this Agreement shall be for a period of one (1) year from the date hereof.

Name, Address & Phone number of Principal or Agent: **Print all info & Sign Below**

Name: _____

Address: _____

Email Address: _____

Phone #: _____

FAX#: _____

Please Fax & Mail Hard Copy
With Copy of Driver’s License to:
(Min 4” X 4” Copy)

FAX # 480-275-3744

Kelly McFarland CPA
Attn: Super 8 – Tucumcari, NM
P.O. Box 1044
Tucumcari, NM

Signature of Principal or Agent

Date