



222 West Main Street  
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## CONFIDENTIALITY AGREEMENT

This is an agreement effective on the date shown below, by and between Commercial Realty Advisors, Inc. ("CRA") and \_\_\_\_\_ (Print Name) ("BUYER"), BUYER acknowledges that BUYER has been approached confidentially by CRA for the express purpose of discussing the purchase and/or leasing or procurement of a confidential listing of a motel property in Sandwich, MA (Listing # 101317JE ). CRA hereby warrants that it is the exclusive Broker representing the Owner of said Property (OWNER).

CRA agrees to provide BUYER with certain information, reports, and other pertinent information regarding the motel property, as well as existing or proposed businesses, which may be useful to BUYER in making an informed decision regarding the feasibility of a proposed transaction. Such information, in whole or in part, together with any analyses, compilations, studies or other documents prepared by CRA regarding ownership, current activity and/or occupancy, existing or proposed businesses, their employees, tenants, or agents may be non-public, confidential or proprietary in nature, as the property/business are only being marketed directly and confidentially to select qualified businesses such as BUYER. The aforementioned documents et al, are to be hereinafter referred to collectively as the "Information". In consideration of CRA furnishing said information, BUYER agrees:

1. Information relating to the property and related business activity will remain confidential and shall not be disclosed by BUYER to anyone other than BUYER's internal team, provided this disclosure is also signed by such members of BUYER's team.
2. BUYER understands and acknowledges the sensitivity of the discussions as they may affect the employees, agents, tenants, customer, clients and/or any other parties having dealings with the existing Business / Properties of OWNER and agrees to refrain from initiating or participating in any direct or indirect communication with any other relevant or related parties, including but not limited to current customers serviced by the OWNER, without the express prior written approval of the CRA.
4. BUYER agrees not to circumvent, or attempt to circumvent, CRA by pursuing or participating in a contemplated transaction which includes properties owned by OWNER without the knowledge and consent of CRA.
5. BUYER agrees to indemnify CRA as well as OWNER for any damages accrued as a result of BUYER's breach of this Agreement.

Remedies:

- (a) In the event of BUYER's breach of its obligations under this Agreement, CRA has the right to (i) demand the immediate return of all of its Proprietary Information, (ii) recover its actual damages incurred by reason of such breach, including, but not limited to, its attorneys' fees and costs of suit, and (iii) pursue any other remedy available at law or in equity.
- (b) It is specifically understood and agreed that any breach of this Agreement is likely to result in irreparable injury to CRA and OWNER, and that the remedy at law alone will be an inadequate remedy for such breach, and that in addition to any other remedy it may have, CRA shall be entitled to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages.

6. BUYER agrees that any failure by CRA to exercise any right, power or privilege hereunder shall not be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or any further exercise of any right, power or privilege hereunder.

7. This is a binding Agreement which shall be governed by the laws of the Commonwealth of Massachusetts. Original or facsimile signatures on this Agreement, including in multiple parts, shall be legally binding on all parties.

\_\_\_\_\_  
Broker/Agent  
Jeffrey S. Eklund, for Commercial Realty Advisors, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date