



**CONFIDENTIALITY AGREEMENT**

**RE:** Properties as subsequently provided on an ongoing basis or \_\_\_\_\_(Property)

In connection with entering into discussions with Crystal Investment Property, LLC (CIP) the undersigned Purchaser and/or Broker (Parties) agree to treat all documents provided by CIP and discussions with CIP relating to the potential purchase of the above referenced property(ies) (Property) as strictly CONFIDENTIAL. Parties are further advised that the Seller has indicated that all inquiries concerning the Property and all communications with respect to the sale of such Property be directed to CIP.

Parties further agree not to use or disclose any information or documents provided to Parties by CIP, regardless of whether they are individually identified as CONFIDENTIAL, without the written consent of CIP. All informational materials relating to the Property shall continue to be the property of the Seller and/or CIP and shall be used for the sole purpose of evaluating the Property. Parties agree to take all reasonable precautions to protect the confidentiality of such information and, upon written request by CIP, to immediately return any documents to CIP, which contain or reflect such Confidential Information. Although we have endeavored to include such information as we believe pertinent for the purposes of evaluation of the Property for investment potential, Parties understand and acknowledge that neither CIP nor Seller make any representation or warranty as to the accuracy or completeness of the information. Parties further understand and acknowledge that the information used to prepare any materials provided were furnished by sources deemed reliable but have not been verified and are subject to Parties' own investigations and diligence. Parties agree that neither Seller nor CIP shall have any liability for any reason to Parties nor their advisors resulting from the use of the materials provided in connection with the pursuit of securing an investment in the Property, whether consummated or not for any reason.

Parties acknowledge that the Property is subject to prior sale, contractual obligation, or withdrawal from the market for any reason without notice. CIP and Seller retain the right in their sole discretion to withhold information from Parties if, in their determination, the Purchaser is not a qualified investor. Such qualifications may include but are not limited to financial capability, relevant industry experience, net worth, and demonstrated ability to complete a transaction of this type and size. CIP may request and Parties agree to supply information which may be deemed relevant in determining the qualification of the Purchaser.

Should Purchaser contact CIP directly without Broker representation then said Purchaser hereby represents and warrants that Purchaser has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, other than the Broker, Joseph P. Kennedy, and that it has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to the transaction contemplated hereby. Additionally Purchaser, for all properties provided by CIP, agrees to protection of CIP as procuring cause of resultant transaction including although not limited to assurance of standard and equitable compensation for said role.

Parties specifically agree not to enter into any discussions with any employee or guest at the Property about any matter relating to hotel operations or a potential sale of the hotel. In the event of any material breach of the provisions of this agreement CIP and/or Seller shall be entitled to equitable relief in addition to all other remedies available at law or at equity. This agreement shall be interpreted in accordance with the laws of the State of Oregon. The venue for any action shall be Washington County, Oregon.

By signature below, Purchaser acknowledges receipt of the Oregon, Washington, Montana and Idaho Real Estate Commission's "Agency Disclosure" brochures. **Signing this document does not create an agency relationship or a contractual relationship of any kind.**

**Purchaser:** \_\_\_\_\_

**Broker:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

Address: \_\_\_\_\_

Address \_\_\_\_\_

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