



500 WASHINGTON STREET | SUITE 700  
SAN FRANCISCO, CA 94111  
WWW.ARROYOCOATES.COM

# CONFIDENTIALITY AGREEMENT

## HOLIDAY INN EXPRESS HOTEL & SUITES BELMONT

Belmont, CA

You have indicated that you may have an interest in acquiring the property named above ("Property"). The Owner ("Owner") of this Property has retained Arroyo & Coates, Inc. ("Broker") as its exclusive agent regarding a possible sale of the Property. Broker is prepared to provide you with information concerning the Property, upon your acceptance of this agreement.

All information concerning the Property provided to you by Broker, whether from Broker, Owner, Owner's property management company or other sources ("Material"), is included in this agreement. Material does not include information which is generally available to the public.

You agree that all Material will be treated in strict confidence. You will use the Material solely in order to make an evaluation of the feasibility of your possibly acquiring the Property. If reasonably necessary for such evaluation, you may disclose the Material to your affiliates, agents and professional advisors, provided that you have first provided each of them with a copy of this agreement and that you have obtained their agreement to abide by it.

The fact that the Owners may sell the Property is not yet public information. You agree not to disclose that fact until such time, if ever, that you receive permission to do so from Broker.

In your review of the Material, you agree not to contact any governmental agency, tenant, resident manager or property manager. Any questions related to your evaluation of the Material must be directed solely to Broker.

Neither Broker, Owner, nor any other party providing any portion of the Material make any representation or warranty, express or implied, as to its completeness or accuracy. You agree to rely solely upon your own investigation when evaluating your potential purchase of the Property.

If you are required by any governmental authority to disclose any of the Material, you will provide Broker with prompt notice of such requirement so that Seller may seek an appropriate protective order or waiver of compliance with the relevant provisions of this agreement.

Upon the written request of Broker, you will return to Broker all Material previously provided to you without making any copies.

It is agreed that Owner is a third-party beneficiary of this agreement and that Owner may enforce this agreement without the consent of any party. This agreement is made in California and shall be governed solely by its laws.

Any litigation regarding this agreement shall take place in California.

Nothing in this agreement shall grant any rights in the Property or its acquisition to you. Among other things, Owner and Broker reserve the right to negotiate with and to possibly sell to other prospective buyers without notice to you. Likewise, nothing in this agreement shall obligate you to enter into a letter of intent or agreement to purchase the property.

This agreement may be executed by facsimile transmission.

Sincerely,

DAVID SILVER  
Vice President  
(415) 273-2198  
[dsilver@a-c.com](mailto:dsilver@a-c.com)

NATHAN BLAIR  
Senior Associate  
(415)273-2155  
[nblair@a-c.com](mailto:nblair@a-c.com)

**ACCEPTED AND AGREED:**

-----  
**DATE**

-----  
**SIGNATURE**

-----  
**PRINT NAME**

-----  
**TITLE**

-----  
**COMPANY**

-----  
**ADDRESS**

-----  
**CITY STATE ZIP**

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**PHONE FAX**

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**E-MAIL**

**MATERIAL PREFERENCE:**

**OFFERING MEMORANDUM**

- Hard Copy
- PDF

**DUE DILIGENCE**

- CD
- Internet Link and Password

**FAX TO (415) 358-4054**