
(Insert Name of Potential Investor)

**Re: Hawthorn Suites
12180 Tributary Point Drive
Gold River, CA 95670**

We have advised you (the “Potential Investor”) that Dan Hayward of KW Commercial (the “Agent”) has been retained by Owner (the “Owner”) to assist in the sale of the Hawthorn Suites located in Gold River, California (the “Property”). The Potential Investor is further advised that the Owner has indicated that all future inquiries concerning the Property and communications with respect to the sale of such Property be directed to the Agent.

The Agent has available for review certain information concerning the Property (the “Informational Materials”). Please be advised that the Agent will neither make such Informational Materials available to the Potential Investor nor communicate with the Potential Investor in regard to the contemplated sale of the Property unless and until the Potential Investor has executed this letter and thereby agrees to be bound by its terms. On behalf of the Owner, the Agent is prepared to provide the Informational Materials for the Potential Investor’s consideration in connection with the possible investment in the Property by the Potential Investor, subject to the conditions set forth below:

1. All Informational Materials relating to the Property that may be furnished to the Potential Investor shall continue to be the property of the Owner and the Agent. The Informational Materials will be used by the Potential Investor solely for the purpose of evaluating the possible investment in the Property and may not be copied or duplicated without the Agent’s consent and must be returned to the Agent immediately upon the Agent’s request or when the Potential Investor declines to make an Investment in the Property or terminates any discussions or negotiations with respect to the Property.
2. The Potential Investor will not make any Informational Materials available, or disclose any of the contents thereof, to any person, unless such person has been identified to the Agent. The Agent has approved, in writing, the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with the Agent. The provisions of such agreement shall be substantially the same as the provisions of this agreement; provided, however, that the Informational Materials may be disclosed to the Potential Investor’s employees and legal counsel (“Related Parties”), who, in the Potential Investor’s judgment, need to know such information for the purposes of evaluating the potential investment in the Property or any interest therein by the Potential Investor. Such Related Parties shall be informed by the Potential Investor of the confidential nature of the Informational Materials and shall be directed by the Potential Investor to keep all the Informational

Materials strictly confidential in accordance with this agreement. The Potential Investor shall be responsible for any violation of this provision by the Related Parties.

3. The Potential Investor acknowledges and agrees that the Potential Investor is a principal and not an agent of or acting on behalf of any other party in connection with the purchase of the Property and the Potential Investor hereby agrees that it will not look to the Agent or to the Owner for any brokerage commissions, finders fees or other compensation in connection with the investment in the Property. The Potential Investor acknowledges that it has not had any discussions regarding the Property with any representatives except as set forth in the following paragraph.
4. The Potential Investor hereby authorizes _____ of _____ to represent the Potential Investor as its representative (“Representative”) with respect to the investment in the Property. The Representative, by signing below, agrees to be bound by all the terms and conditions of this letter whether stated as obligations of the Potential Investor or its Representative. Upon execution of this letter by the Potential Investor and its Representative, the Potential Investor is hereby authorized to provide Informational Materials to its Representative and the Potential Investor hereby authorizes the Agent to provide to the Representative the Informational Materials on the Potential Investor’s behalf, subject to the terms hereof. However, the Potential Investor’s Representative agrees herewith that its authorization to act in any capacity with respect to the investment in the Property is limited to the Potential Investor and agrees that it will not discuss the Property with any party other than the Potential Investor and that it will not distribute Informational Materials or excerpts therefrom to any other party.
5. Although we have endeavored to include in the Informational Materials information which we believe to be relevant for the purpose of your investigation, the Potential Investor understands and acknowledges that the Agent and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials. The Potential Investor further understands and acknowledges that the information used in the preparation of the Informational Materials was furnished to the Agent from sources we consider reliable and is not guaranteed as to completeness or accuracy and is not represented to be independently verified by us through third party sources. The Potential Investor agrees that the Agent and the Owner shall not have any liability for any reason to the Potential Investor or its Representative or Related Parties resulting from the use of the Informational Materials by any person in connection with the sale of, or other investment by the Potential Investor in the Property whether or not consummated for any reason.
6. The Potential Investor has been advised that the Representative is acting on behalf of the Buyer in connection with the sale of the Property is due fee which shall be paid by the Seller which shall be One (1%) Percent of the purchase price. The Potential Investor a) acknowledges that the Sellers Agent and Buyers Agent and their

Representatives are the only parties due brokerage commissions and b) hereby indemnifies and saves harmless the Agent and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorneys' fees, arising out of any claim or claims by any brokers, finder or other party, other than its Representative for commissions, fees and other compensation for the sale or proposed sale to the Potential Investor or other investment by the Potential Investor in the Property, if such claim or claims are based in whole or in part on dealing with the Potential Investor, any affiliate, the Representative, Related Parties or any other party with whom the Potential Investor has dealt.

7. The Potential Investor acknowledges that the sale is subject to withdrawal from the market for any reason whatsoever, without notice.
8. For purposes of this letter, the term "Sale" of or "Investment" in the Property or other similar language in this letter shall be deemed to refer to the purchase and sale of all, or any portion of the Property, mortgage financing, or any other related investments therein.
9. The Agent and the Owner reserve the right to withhold Informational Materials from any Prospective Investor that is not determined to be, in their sole discretion, a qualified investor. Such qualifications include, but are not limited to, financial capability, prior real estate investment experience, net worth, and demonstrated ability to complete a transaction of this type and size. The Agent may request, and the Prospective Investor agrees to supply, information that may be deemed relevant in ascertaining these qualifications.
- 10. *If the Potential Investor agrees with the foregoing, please sign and return this letter to the undersigned. Additionally, please have your Representative sign in the appropriate space provided below.***
11. The Representative shall attend all property tours and meetings; the representative shall be present on all conference calls and webinars; the representative is not acting or taking any ownership position in the property.
12. This agreement shall remain in full force for twelve (12) months from the day it was executed.

13. Tours. The Principal and agent/broker agree to the following non-negotiable terms:

The principal and/or agent/broker agree to never contact the seller without the written consent of the Agent.

Principal

Agent

The principal and/or agent/broker agree to never visit the property without the expressed written consent of the Agent.

Principal

Agent

Should the Principal engage in either of the above activities, all negotiations with the Buyer will be terminated.

Potential Investor:

By: _____ (Signature) Date: _____
_____ (Print Name)

The Representative hereby agrees that any commission, finders' fees, or similar compensation in connection with the investment or proposed investment in the Property, or any interest therein shall be per the terms outlined in this letter. In the event a transfer of the Property or interest therein is not consummated for any reason whatsoever, then the Representative will not look to the Agent or the Owner for compensation. The Representative further agrees to be bound by all the terms and conditions of the foregoing letter whether stated as obligations of the Potential Investor or the Representative, including but not limited to, the indemnification provisions, which shall be joint and several as between the Representative and the Potential Investor, except with respect to any parties with which the Representative has not dealt in respect to the Investment or proposed investment of the Property.

Hawthorn Suites

Buyer Agent/Broker

By: _____ (Signature) Date: _____

_____ (Print Name)

Seller Agent:

By: _____ Date: _____