

Friendship Inn

Sunnyvale Interior Corridor Hotel



Proforma Highlights:

- 41 Keys
- \$129 ADR
- \$93 RevPAR

To Learn More
Please Reply With Attached
Confidentiality Agreement

EXCLUSIVELY LISTED BY:

TAYLOR FLYNN

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Marcus & Millichap

Real Estate Investment Brokerage Company

CONFIDENTIALITY / NONDISCLOSURE / REGISTRATION AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made and agreed to by Marcus & Millichap of California (herein referred to as “**Broker**”), exclusive broker for the Owner, and _____ - (“**Purchaser**”) regarding the property known as **Friendship Inn - 958 E El Camino Real, Sunnyvale, CA 94087**, (“**Property**”). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker’s listing agreement with the owner.

PURCHASER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner has instructed Broker to deliver information concerning the Property, some of which is highly confidential, only to those potential purchasers who sign this Agreement. For the purposes of this Agreement “**Information**” shall mean any and all tangible and intangible information, whether oral or in writing or in any other medium, disclosed or made available by or on behalf of Owner to Purchaser or through the Owner or Broker. Information will include, without limitation, information relating to the finances, management, business, operations, products, or services of the Owner. Information shall also include, without limitation, any user information provided or made available to Purchaser through or in connection with a web site.

THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser shall not use, copy, publish, utilize, distribute, or exploit the Information and shall not disclose, permit to disclosure of, release, distribute disseminate or transfer, any Information to any other person or entity except pursuant to the terms of this Agreement. Furthermore Purchaser shall not allow any third party to use, copy, publish, utilize, distribute, or exploit the Information, without prior written consent of the Owner.
2. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
3. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time, or in any manner, be used for any other purpose.
4. Purchaser shall not contact directly any person concerning the Property, other than Broker, without Broker’s or Owner’s prior written permission that may be withheld by Broker or Owner at its own discretion. Such persons include, without limitation, Owner’s partners, employees, property managers, suppliers, vendors and tenants.
5. Purchaser may disclose Information only to those employees, consultants and professional advisors, if any, of Purchaser who have a need to know such Information for the sole purpose of evaluating the potential acquisition of the Property. Purchaser certifies that, at the time of such disclosure by Purchaser, each such employee, consultant or professional advisor will have agreed in writing, either as a condition to employment or engagement or in order to obtain the Information, to be bound by terms and conditions substantially similar to, and at least as protective as, the terms and conditions set forth in this Agreement. The Purchaser will be responsible for any breach of this Agreement by the Purchaser’s employees, consultants or professional advisors. The Purchaser will notify the Owner immediately if it learns of any misappropriation of the Information or use of the Information by anyone in any manner not expressly authorized by this Agreement, and will fully cooperate with any efforts by the Owner to prevent any misappropriation or misuse of the Information.
6. Notwithstanding anything to the contrary in this Agreement, Purchaser may disclose Information where disclosure is compelled by legal process.
7. Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except Advisors working on behalf of their pension fund clients). Purchaser acknowledges that it is not working with any other broker or agent other than the Brokers named below in connection with the property.

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8. Neither Broker nor Owner make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided by them. Purchaser assumes full and complete responsibility for reconfirmation and verification of all Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
9. Purchaser acknowledges and agrees that all of the Information of Owner is and shall remain the sole and exclusive property of Owner, free of any and all claims of Purchaser. Upon the discontinuance of the Relationship, Purchaser shall have no right to use and implement the Information of Owner and shall return all Information to Owner or Broker. Purchaser shall not at any time acquire any right, title, or interest in or to such Information of Owner and shall safely keep and preserve the same.
10. In the event of any actual or threatened breach by Purchaser of any provision of this Agreement, Purchaser acknowledges that Owner will incur significant and irreparable damage for each such breach and that Owner has no adequate remedy at law for such breach. Therefore, Owner shall be entitled to injunctive relief immediately and permanently restraining Purchaser from such continuing and/or threatened breach. In addition, Purchaser shall be liable to Owner for any and all damages and other losses caused by any such breach. The rights and remedies of the Owner hereto shall not be mutually exclusive and the exercise of one or more rights or remedies provided for by this Agreement shall not preclude Owner from exercising any other right or remedy.
11. Each person signing on behalf of Purchaser and Broker represent that he/she has the authority to bind the party for whom they sign.
12. This Agreement shall be governed and constructed in accordance with the laws of the State of **California**.
13. Owner is represented by Marcus & Millichap, specifically **Taylor Flynn and Benjamin HadjiElias** also represents Purchaser.
Purchaser indemnifies Broker and owner against any commission claims by brokers other than stated above.
14. Term: The agreement shall be effective for 24 months from signature of the Purchaser.

PURCHASER:

Print Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

Phone: _____

Email: _____

Address: _____

BROKER: Marcus & Millichap Real Estate Investment Brokerage Company

By: **X** _____

Taylor Flynn
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Date: **X** _____