

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Name: _____ Address: _____

E-mail: _____ Phone: _____

Prime Source Properties proposes to furnish confidential information to the undersigned including any of its associates, affiliates, designees, successor, heirs, or assigns (“the undersigned”) regarding the following Property:

62 +/- Knights Inn, Fayetteville, NC (2848 Bragg Blvd, Fayetteville, NC 28303 (“The PROPERTY”))

The undersigned understands and agrees that any information with respect to the Owner/Seller of the Property and the Property (“the Statements”) furnished to the undersigned is highly sensitive and strictly confidential and shall be maintained by the undersigned with the utmost confidence. The undersigned understands that all such information is being furnished solely in connection with the Owner’s/Seller’s consideration of a sale of its property and will use this information only for the purpose of analyzing a possible acquisition of an interest in the Property. By acceptance hereof the undersigned agrees that the Statements remains the property of the Owner/Seller and that the undersigned will not copy, reproduce, or distribute the Statements in whole or in part, at any time, without the prior written consent of Prime Source Properties and/or the Owner/Seller upon request in the event the Buyer does not proceed with the Transaction.

The undersigned also agrees to keep all information regarding discussions between the Owner/Seller and the Buyer(s) strictly confidential and shall not disclose to any other party that discussions are taking place without prior written consent by Prime Source Properties and/or the Owner/Seller. The undersigned agrees to take all necessary steps to assure that such information about the Owner’s/Seller’s and the Property, obtained by it or any of its employees, officers, agents, clients, attorneys, accountants or other representatives, shall remain confidential and shall not be disclosed or revealed to any outside sources, or used in any manner inconsistent with this Confidentiality Agreement, without the prior express written permission of Prime Source Properties and/or the Owner/Seller. The undersigned agrees that any release of confidential information constitutes a breach of duty owed to Prime Source Properties and to the Owners/Sellers. The undersigned agrees on behalf of itself, its affiliated companies or businesses and their respective directors, officers, employees and each of them, that in the event there is a breach of this Agreement, Prime Source properties and the Owner/Seller shall be entitled to an immediate injunction against further breach.

Prime Source Properties makes NO Representation OR Warranty as to the accuracy or validity of the information furnished with respect to the Owner/Seller and the Property. Any and all representations shall be made solely by the Owner/Seller, only at such time as they are set forth in a signed acquisition or purchase agreement and then subject to the provisions thereof. This confidentiality Agreement is valid, legal and binding with facsimile (FAX) signatures and is governed by the laws of the State of North Carolina. The undersigned represents the full authority to bind the company/firm to this Agreement and receipt is hereby acknowledged of a copy of this Agreement.

Buyer attests they have received and read “Working with Real Estate Agents” (For Buyers) Disclosure.

Acknowledged and agreed for:

Sign: _____ Name: _____ Date: _____

Phone # _____ E-mail: _____