

Confidentiality Agreement/Disclaimer La Quinta Inn & Suites I-70 Salina, KS

Upon submittal of your acceptance as indicated below, the property information will be forwarded for your review. By your acceptance, you agree that the contents and related property information are of a permanent confidential nature (public record notwithstanding). In addition to the foregoing, you agree that you are accepting confidential information solely for the purpose of evaluating the subject property for possible acquisition and that use of said confidential information (for other purposes) by you, your company, your partners, associates, affiliates, agents or other related parties (hereinafter and collectively known as ("You"), or release to unauthorized parties could damage the Owner's business. Furthermore, You agree that You will not purchase a new hotel franchise for development, announce or commence the development of a new hotel for a period of one year following the date of your signature below, said restriction to apply within a 5 mile radius of the subject property. Furthermore, You agree that you are requesting this information as a Principal and not a Broker.

The evaluation materials supplied under the terms of the agreement do not imply or represent all the due diligence information that may be required by a prospective purchaser. Upon entering into a fully executed Purchase and Sale Agreement, You shall be given full access to Owner's evaluation materials as required under the Purchase and Sale Agreement. The property information and any subsequent information supplied by Owner or LEISURE REAL ESTATE ADVISORS ("LREA") are not to be photocopied, duplicated, or made available to persons not receiving copies directly from Owner or LREA. Furthermore, this information is not to be shared, made known, divulged or otherwise discussed with any other party or prospect without prior written permission of LREA. Provided, however, that evaluation materials supplied by Owner or LREA may be delivered to persons or entities for the purpose of giving You advice with respect to the property or a proposed purchase. You shall advise such parties of the confidential nature of the information and obtain signatures of such parties, prior to dissemination of the confidential information.

LREA has compiled the information from sources deemed to be reliable, including the information from the Owner, public sources and other parties. However, such information has not been verified independently. In addition to the foregoing, You acknowledge and agree that Owner and LREA does not warrant or represent the accuracy or completeness of the information or subsequent materials that may be requested by You and supplied by Owner or LREA. Furthermore, the property information is subject to modification, updates, errors and omissions and may or may not represent changes in condition of the property or its operation. If, after review of the information contained herein, You have no further interest in the property, please notify LREA of such and return the property information and related materials to LREA.

If the property information contains financial projections pertaining to future performance, such projections are made for reference purposes only and should not be construed as a representation or warranty of future performance. All financial projections and assumptions were made and based on information available at the time of publication and should not be considered a recommendation, endorsement or advice as to the profitability or value of the property. Each potential purchaser is directed to rely solely upon its due diligence, property evaluations, third party investigations and investment criteria.

You acknowledge and agree that LREA is agent of the Owner and represents the interests of the Owner only and does not represent You or Your interests. If You wish to review a description of the types of agency allowed under Kansas real estate regulations, we will provide it upon request. If You have retained a broker or You will do so during the course of Your investigation and acquisition, You acknowledge and agree that such retention shall be at Your sole cost and expense and LREA will not compensate your broker.

Reviewing parties shall not directly contact the Owner, the property, its manager or management company or the franchise licensor. (The staff does not know that the property is offered for sale). All inquiries, requests for information, property visits, and arrangements for technical inspections of the property should be directed to:

Brent Jaynes, 013-499-4731, or bjaynes@leisurerealestate.com.

ACCEPTED BY: Name	Email
Company	Address, City, State & Zip
Phone/Fax	