



REALTY & LENDING

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between the undersigned prospective Buyer and/or Buyer's Broker ("Recipient") and Sage View Realty & Lending ("Broker"), a real estate and financial brokerage representing its client, herein referred to as the "Seller" or "Vince's Motel" ("Company").

1. Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean all oral, written, electronic, financial, operational, marketing, proprietary, and other information furnished by the Broker or the Company, including but not limited to financial statements, tax returns, business records, customer information, property information, marketing materials, and the fact that the Company is available for sale. Confidential Information shall not include information that is publicly available through no fault or breach of this Agreement by the Recipient.

The Recipient agrees to maintain all Confidential Information in strict confidence and to use such information solely for the purpose of evaluating a potential acquisition of the Company. The Recipient shall not disclose Confidential Information to any person or entity except its attorneys, accountants, lenders, advisors, partners, investors, employees, or other representatives who have a legitimate need to know such information for purposes of evaluating the acquisition and who are bound by similar confidentiality obligations.

The Recipient further agrees not to contact, directly or indirectly, any of the Company's employees, customers, vendors, suppliers, franchisors, management personnel, tenants, or landlords without the prior written consent of the Broker or the Company. The Recipient shall not use any Confidential Information to compete with, interfere with, or otherwise adversely affect the Company's business operations.

2. No Representations or Warranties

The Recipient acknowledges and agrees that neither Sage View Realty & Lending, nor any of its agents, brokers, employees, representatives, or affiliates, makes any representation or warranty, express or implied, regarding the accuracy, completeness, or reliability of any information provided.

Any representations and warranties concerning the Company shall be made solely by the Seller and only as expressly set forth in a fully executed Purchase Agreement or other definitive transaction documents. The Recipient acknowledges that it is solely responsible for conducting its own independent investigation and due diligence, at its own expense, before entering into any transaction.

3. Broker Representation

The Recipient acknowledges that Sage View Realty & Lending is acting as the exclusive broker for the Seller and is entitled to compensation pursuant to its agreement with the Seller in connection with any sale, purchase, lease, exchange, or other transfer of the business and/or real property.

The Recipient agrees not to circumvent the Broker and shall conduct all communications, negotiations, requests for information, property tours, inspections, and transaction-related discussions through the Broker unless otherwise authorized in writing.

4. Limitation of Liability

The Recipient acknowledges that all information relating to the Company has been provided by the Seller and is furnished solely for informational purposes. Sage View Realty & Lending expressly disclaims any liability for inaccuracies, omissions, estimates, projections, or misstatements contained in such information.



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The Recipient further acknowledges that Sage View Realty & Lending has not independently audited, verified, or investigated the Company's financial statements, business operations, assets, liabilities, legal compliance, or other information and therefore makes no guarantee as to the accuracy or completeness of any information provided.

The Recipient is encouraged to consult with qualified legal, accounting, tax, financial, and business advisors prior to entering into any binding agreement or transaction.

The Recipient further acknowledges that it is solely responsible for evaluating and accepting any required repairs, renovations, deferred maintenance, property improvements, franchise-mandated upgrades, property condition issues, capital expenditures, licensing requirements, governmental compliance matters, or other obligations that may be required in connection with the acquisition.

5. Return or Destruction of Information

Upon request by the Broker or the Company, or upon termination of acquisition discussions, the Recipient shall promptly return or destroy all Confidential Information, including copies, summaries, analyses, and electronic records, except as required to be retained by law or professional recordkeeping requirements.

6. Term and Survival

The obligations set forth in this Agreement shall remain in effect for a period of three (3) years from the date of execution and shall survive the termination of discussions, negotiations, or any transaction between the parties.

7. Acknowledgment

The undersigned acknowledges receipt of this Agreement and agrees to be bound by its terms and conditions prior to receiving any Confidential Information regarding the Company.

BUYER / BUYER'S BROKER INFORMATION

Company Name (if applicable): _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Email: _____
Name of Individual: _____ Title: _____
Signature: _____ Date: _____

Sage View Realty & Lending

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Website: www.sageview.us

Date: 06/20/2026_