

# CONFIDENTIALITY/REGISTRATION AGREEMENT



This Confidentiality Agreement ("Agreement") is entered into by and between **Sohi Realty LLC** ("Broker") and \_\_\_\_\_ ("Purchaser") regarding the property, ("Property"), known as:

Quality Inn Holland - 1401 E Mall Dr, Holland, OH 43528

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## 1. Confidentiality Obligation

Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. The owner of the Property ("Owner") has instructed Broker to deliver confidential information concerning the Property ("Confidential Information") only to those potential purchasers who execute this Agreement.

## 2. Definition of Confidential Information

"Confidential Information" includes any information provided by the Owner or its representatives (including the Broker) that relates to the business, operations, or financial condition of the Property. This includes, but is not limited to, economic, commercial, marketing, environmental, and financial data. Confidential Information also includes any notes, analyses, compilations, studies, or other documents prepared by the Purchaser or its representatives that are based on Confidential Information. Confidential Information does not include information that:

- o (a) is or becomes publicly available through no fault of the Purchaser;
- o (b) was in the Purchaser's possession before being furnished by the Broker or Owner, provided the source was not bound by a confidentiality agreement;
- o (c) is obtained from a third party not bound by a confidentiality agreement with the Owner or Broker; or
- o (d) is independently developed by the Purchaser without reference to the Confidential Information.

## 3. Use of Confidential Information

The Purchaser agrees to use the Confidential Information solely for the purpose of evaluating and negotiating the potential acquisition of the Property. The Purchaser shall not disclose, permit the disclosure of, release, disseminate, or transfer any Confidential Information to any third party except to the Purchaser's affiliates and representatives who need to know the information for the purpose of evaluating the potential acquisition. The Purchaser will ensure that its representatives are aware of and agree to abide by the terms of this Agreement.

## 4. Non-Disclosure to Third Parties

Without the prior written consent of the Broker or Owner, the Purchaser will not directly or indirectly initiate contact with any current tenant, occupant, or employee of the Property concerning the acquisition contemplated by this Agreement.

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5. No Representation or Warranty

The Purchaser acknowledges that the Broker and Owner make no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information provided. The Purchaser assumes full responsibility for verifying all information received and expressly waives any rights of recourse against the Owner or Broker with respect to the same, except as set forth in any future definitive agreement.

6. Remedies for Breach

The Purchaser acknowledges that legal remedies may be inadequate in the event of a breach of this Agreement. Therefore, in the event of any actual or threatened breach, the Owner and Broker shall be entitled to seek specific performance, injunctive relief, or other equitable remedies, in addition to any other rights or remedies available under the law. The Purchaser shall reimburse the Owner and Broker for all costs and expenses, including reasonable attorney's fees, incurred if they are the prevailing party in any proceeding to enforce this Agreement.

7. Non-Circumvention

The Purchaser agrees not to directly or indirectly contact, negotiate, or enter into any agreement with any property owner, tenant, lessee, or other party introduced by the Broker in connection with the Property without the prior written consent of the Broker. The Purchaser acknowledges that a violation of this provision will cause significant harm to the Broker and agrees that the Broker shall be entitled to seek equitable relief, including an injunction and specific performance, in addition to any other legal remedies. The Purchaser further agrees to indemnify and hold harmless the Broker from any damages, costs, or expenses arising out of or related to a breach of this clause.

8. Termination

Unless otherwise stated, the obligations under this Agreement shall terminate upon the earlier of:

- o (a) the consummation of the transaction contemplated herein; or
- o (b) twelve (12) months from the Effective Date of this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to its conflict of law principles.

10. Entire Agreement

This Agreement represents the entire understanding between the parties regarding the treatment of Confidential Information. It may not be modified, amended, or waived except by a written instrument duly executed by both parties.

11. Execution in Counterparts

This Agreement may be executed in any number of counterparts, including facsimile or electronic copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Purchaser Acknowledgment & Indemnification

The Purchaser confirms that no other agent is involved in the acquisition of the Property and

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agrees to indemnify the Owner and Broker against any claims for commissions from any other party, except those by Sohi Realty LLC. The Purchaser agrees to be bound by the provisions of this Agreement. In the event of a sale consummated between the Purchaser (or the Purchaser's client) and the Owner, the Purchaser agrees that Sohi Realty LLC shall be entitled to a brokerage commission as per a separate agreement.

13. **Non-Discrimination Clause**

The parties to this Agreement agree that they shall not discriminate against any party or individual on the basis of religion, race, color, national origin, age, sex, disability, familial status, or marital status in connection with the lease or sale of the Property.

14. **No Cooperating Broker; Commission Non-Share Agreement**

The Purchaser acknowledges and agrees that the Seller does not have a broker or agent representing them in connection with the sale of the Property. The Purchaser further understands and agrees that any commission due in connection with the sale of the Property is to be paid exclusively to Sohi Realty LLC as per a separate agreement. There will be no sharing or splitting of commission with any cooperating brokers or agents representing the Purchaser. The Purchaser is responsible for any compensation due to their own broker or agent, if applicable.

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**Purchaser:**

Purchaser Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Broker:**

Sohi Realty LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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Title: \_\_\_\_\_

Date: \_\_\_\_\_