

Buffalo Hotel-Realty, LLC Non-Disclosure and Non-Circumvent Agreement

Participant: _____

(Buyer)

Address: _____

City: _____ State: ____ Zip: _____

Phone: (_____) _____

Email: _____

Hotel of Interest: _____

City: _____ State: _____

Cash Funds Available for Deal: \$ _____ (US)

In order to protect certain confidential information that may be disclosed by Buffalo Hotel Realty, LLC ("DISCLOSER") to the "Participant" above, they agree that:

1. The confidential information disclosed under this Agreement is described as information related to the Hotel of Interest listed above
2. All rights to Confidential Information are reserved by the Discloser, and the Participant will use Confidential Information solely in connection with the Purpose and will not communicate Confidential Information to any other persons, companies, or other entities unless and until expressly authorized in writing to do so by the Discloser.
3. The Participant will return to the Discloser or destroy at Disclosers option all Confidential Information received in some physical form, and all copies of such Confidential Information, within ten (10) business days of receipt by the Participant of a written request for its return.
4. The Participant warrants that they are not in the employ of, nor are they conducting any business of and for the IRS or any other Department of Taxation and Finance, or any other federal, state, city, town or other government agency or agency conducting any business or investigations of the aforementioned Hotel.
5. The Participant acknowledges and agrees that the confidential information is provided on an AS IS basis. DISCLOSER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DISCLOSER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.

6. The Participant acknowledges that it shall not make contact directly with the Hotel's ownership, management or employees by any means without Discloser's approval.
7. The Participant acknowledges that The Discloser, Buffalo Hotel Realty, LLC has introduced them to this Hotel and no other real estate brokers or agents are involved in their introduction other than those with separate agreements in place with Discloser.
8. The Participant acknowledges that it shall not make any effort to circumvent the terms of this agreement in an attempt to gain the benefits or considerations granted to it under the Agreement.
9. This Agreement is made under and shall be construed according to the laws of the State of New York and expires two (2) years from date signed.

DISCLOSER: Buffalo Hotel Realty, LLC

Larry Best, President

Date

PARTICIPANT (Buyer):

Authorized Signature

Date

Name and Title (Printed)

**Hotels Currently Owned and Location:
(Required)**

Please Return to:

Email: LBest@Hotel-Realty.com

E-Fax: 866-403-6478