



Tampa Bay Florida

Kenneth J. Carriero, CCIM
National Director | Senior Vice President
Damien Carriero | Director
Colliers International National Seniors Housing Group
Return to Direct Fax: (813) 200-3402

CONFIDENTIALITY AGREEMENT FOR SIGNATURE BY PROSPECTIVE PURCHASER

RE: 86 – Units – 120 – Bed Assisted Living – Memory Care
(Hereinafter referred to as the “Property”)

This will serve to confirm our agreement concerning certain non-public material, data and information, not otherwise known to, or available, (herein "Evaluation Material") which you will make available to us, also known as the “The Requesting Party” for study in connection with a possible purchase by us of the Property.

You are prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you.

Therefore, as a prerequisite to your furnishing to us the Evaluation Material, we hereby represent and agree as follows:

1. The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a Agent or agent for any other person. Therefore, we agree to keep all Evaluation Material strictly confidential; provided, however, that any such Evaluation Material may be disclosed to our directors, officers or employees, as well as our counsel, accounting firms and financial institutions (“Representatives”) who need to know such information for the purpose of assisting us with our possible purchase of the Property. Such Representatives shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence. Requesting Party understands that all information shall be deemed confidential, valuable and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Agent. This information shall not be distributed to employees at the facility level, without prior written permission from the owners of the Property (“Owner”) or Kenneth J. Carriero, Agent (“Agent”). We the Requesting Party acknowledges that any breach of this agreement shall constitute a suit by the Seller for treble damages incurred by Requesting Party’s indiscretions.

We agree not to copy or duplicate the Evaluation Material and to return the Evaluation Material to you promptly if requested by you in writing. We agree that Owner and AGENT will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, Owner or AGENT will have the right, in addition to any other right Owners or AGENT may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms. In addition, we agree that we will not disclose and we will direct our Representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, Owner, and AGENT are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.

2. Although you have endeavored to include in the Evaluation Material information which you believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither Owner nor AGENT make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. We agree that Owner and AGENT shall not have any liability to us as a result of our use of the Evaluation Material and it is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as we deem necessary or desirable and as permitted by agreement with Owner.

3. We agree not to contact the Property without prior permission from AGENT and never to contact or discuss the subject matter of this agreement directly with any employees or residents.

4. Please check only one box:

Please fax both pages of the executed confidentiality agreement back to (813) 200-3402
Agents, please be advised that this is not a client registration form; should the above mentioned Interested Party be a client whom we are currently in contact; marketing /confidential materials will not be forwarded.



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A. We represent that no agents represent us, or will represent us, in any possible transaction involving the Property. We have been advised that AGENT is acting as a Transaction Agent in connection with the sale of the Property. Requesting Party acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property[ies] (except Advisors working on behalf of their pension fund clients).

B. The outside Agent representing the Purchaser is indicated below. This agreement is solely for confidentiality and registration purposes and does not constitute an indication of co-broke fees. Co-Broke fees, if any, will be stipulated under a separate co-broke agreement. The listing Agent, specifically Kenneth J. Carriero CCIM, Agent is acting as a Transaction Agent. Furthermore, Purchaser indemnifies Agent and Owner against any commission claims by any other agents.

5. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

Very truly yours,
(please print clearly, illegibility may cause delay or non delivery of requested materials)

Company

Requesting Party's Name, **(please print)**

Signed _____, _____
Title

Dated

Please confirm:
Address: _____
City: _____ State: _____ Zip _____
Phone: (____) _____ Fax: (____) _____
Email Address: _____

A prospective purchaser must be included with this agreement.

Per our agreement with our Sellers, only qualified Purchasers are to receive their confidential financial information. Therefore, a current financial statement must accompany this confidentiality agreement.

- Exceptions to this requirement are publically traded companies also exempt are privately held companies who own and/or operate at least one facility with a minimum of 50 beds and with a trailing 12 month gross revenue of \$1,000,000.

Confidential information will not be sent to a Agent without that Agent having a Purchaser sign and submit the required information. The following information must be completely filled in if box 3.B. checked

Agent: _____ Brokerage: _____
Signature: _____ email address: _____
Date: _____ Telephone: _____ Fax #: _____

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