

Kenneth J. Carriero, CCIM, CRB
National Director | Senior Vice President
Damien Carriero Director | Vice President
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National Seniors Housing Group
Direct: (800) 858- 5904

Return by Direct Fax: +1 888 424 7309 or Email: NSHG@colliers.com or

Hit the submit button at the end of the form

CONFIDENTIALITY AGREEMENT TO BE SIGNED BY PROSPECTIVE PURCHASER

RE: 45 ± Units 65 ± Beds ALF Can expand to 104 Beds South Carolina \$4.5m

(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 Colliers International, herein after known as the "Broker". The "Broker" will make available to the undersigned, herein after known as the "The Prospective Purchaser" for study in connection with a possible purchase by "The Prospective Purchaser" of the "Property".

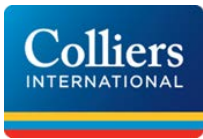
The "Broker" is prepared to furnish "The Prospective Purchaser" with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the "Property" only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to the "Broker".

Therefore, as a prerequisite to your furnishing to "The Prospective Purchaser" the Evaluation Material, we hereby represent and agree as follows:

- 1 The Evaluation Material furnished to "The Prospective Purchaser" will be used by "The Prospective Purchaser" solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker, or broker 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 and our affiliated partners and facility operators, also known as the ("Representatives") all of whom need to know such information is strictly confidential and solely for the purpose of assisting "The Prospective Purchaser" with a possible purchase of the Property. Such Representatives shall be informed by "The Prospective Purchaser" of the confidential nature of this information and shall be directed by "The Prospective Purchaser" to treat such information in 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 Broker. This information shall not be distributed to employees at the facility level, without prior written permission from the owners of the Property ("Owner") or Brokers herein after also known as the ("Broker"). We The Prospective Purchaser 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 than any copy or duplication of the Evaluation Material shall be destroyed and the original shall be promptly returned to the "Broker" should we decide not to pursue the purchase of the property or if requested by the "Broker" in writing. We agree that Owner and "Broker will use whatever remedy by law, if we violate any of the terms of this Agreement. However, in such event, Owner or BROKER shall have the right, in addition to any other right that the Owners or BROKER may have, to seek injunctive relief to restrain any breach or threatened breach by "The Prospective Purchaser" or specific enforcement of such terms. In addition, we, "The Prospective Purchaser", 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 and that discussions or negotiations among "The Prospective Purchaser", Owner, and "Broker" 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 the "Broker" has endeavored to include in the Evaluation Material information which they believe to be relevant for the purpose of helping "The Prospective Purchaser" in our evaluation of the Property for possible purchase, we understand and acknowledge that neither Owner nor the "Broker" make any representation or warranty to "The Prospective Purchaser" as to the accuracy or completeness of the Evaluation Material. We agree that Owner and "Broker" shall not have any liability to "The Prospective Purchaser" as a result of their 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.



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- 3 We agree not to contact the Property without prior permission from BROKER and never to contact or discuss the subject matter of this agreement directly with any employees or residents.
- 4 We represent that no Brokers represent us We represent a Broker represents "The Prospective Purchaser" in any possible transaction involving the Property. We have been advised that LISTING BROKER is acting as a Transaction Broker in connection with the sale of the Property. The Prospective Purchaser acknowledges that it is a principal and not an Broker on behalf of any other party in conjunction with the purchase of the Property(ies) (except Advisors working on behalf of The Prospective Purchaser).
5. It is further agreed that neither I/we, nor any officer, stockholder, employee, authorized Broker, broker or assign associated with my/our organization will not circumvent the "Broker" regarding the future purchase of the "Property" by the "Requesting Party" and further agrees should a purchase be consummated between the "The Prospective Purchaser" and "Current Owner" circumventing the "Broker", The "The Prospective Purchaser" shall be liable to the "Broker" upon the closing of said transaction for a fee equal to 5% (Five percent) of the gross sales price, immediately payable to the "Broker" upon the closing of the said transaction.
- 5(a) This Agreement shall be governed and construed in accordance with the laws of the state where the property is located located and shall stay in full force and effect during the entire term of the listing agreement, in addition to any extensions thereof together with the prospect list to which the The Prospective Purchaser shall be included and submitted to the "Owner" thereby creating a tail for a specific period of time after the termination date of the listing agreement as agreed to by the "Owner" upon the signing of the listing agreement.

The undersigned also agrees to protect the "Broker" right to a consulting fee or commission, and should a court action be initiated regarding my/our circumventing the "Broker" equitable rights to such, the undersigned agrees to pay all reasonable court costs and attorney's fees associated with said, if the "Broker" is the prevailing party.

(Please print clearly; illegibility may cause delay or non-delivery of requested materials)

Company: _____

Prospective Purchaser **(please print)**: _____

Authorized Signature: _____ Title: _____

Date: _____ Email Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

A prospective purchaser must be included with this agreement.

Per our agreement with our sellers, only qualified purchasers will receive seller's confidential financial information.

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 Broker. The confidential information will only be sent directly to a qualified Purchaser who has signed this agreement and submitted the required information.

If 2nd box on line Item 4 is checked please include: Broker Name: _____

Brokerage: _____