

CREXi CONFIDENTIALITY & MUTUAL NON-DISCLOSURE AGREEMENT

This Confidentiality and Mutual Non-Disclosure Agreement (the “**Agreement**”) is entered into by and among Commercial Real Estate Exchange, Inc. and its affiliates, partners, domain names, related websites and subsidiaries (collectively, “**CREXi**”), the owner of the confidential information referenced herein (the “**Owner**”), and the interested buyer executing this Agreement (“**Purchaser**”), and is thereafter effective as of the date this Agreement is executed by Purchaser.

(A) CREXi provides advertising, promotion, and marketing related services to Owner as to commercial real estate properties and commercial mortgage notes owned by Owner (each a “**Property**,” and collectively, the “**Properties**”), and in connection therewith makes available to prospective Purchasers certain Confidential Information (defined below) related to the Properties; and

(B) Purchaser seeks access to the Confidential Information for one, or more, of Owner’s Properties, available in the Property’s secure online document folder (the “**Due Diligence Folder**”), or located in other print and electronic forms currently available to CREXi and Owner.

(C) CREXi and Owner are willing to provide Purchaser with access to the Property’s Confidential Information following Purchaser’s formal written approval and agreement to the Terms contained herein.

- a. Confidential Information is a distinct, valuable and unique asset of CREXi and Owner. For purposes of this Agreement, “Confidential Information” shall mean any and all information provided orally, in writing, electronically, or by any other means, to Purchaser in connection with the Property, which may include, but not be limited to, the Property’s ownership and title history, general information, zoning and tax status, current tenant information, current, former and pending lease contracts including the Property’s current and former rent rolls, marketing data, history and plans, financial information, revenue statements, holding and operating costs, appraisal/valuation reports, environmental information and/or reports, trade secrets, and any intellectual property therein or proprietary information related thereto.
- b. The Confidential Information at issue herein is proprietary and absolutely confidential and is only being disclosed to Purchaser in conjunction with Purchaser’s interest in acquiring a Property and for no other reason. Purchaser agrees that the Confidential Information shall be utilized only in connection with the Purchaser’s investigation and review of the Property to evaluate the feasibility of purchasing the Property. The Confidential Information at issue herein may not be relied on by the Purchaser, or by any third party, for any other purpose or reason, including, but not limited to, the securing of financing or related funding necessary to purchase the Property.
- c. As noted in this Agreement, all Confidential Information will be used by Purchaser for the sole purpose of evaluating a possible purchase of the Property, and will not be used for any other purpose. Except as may be otherwise required by applicable law, all Confidential Information will be kept confidential by Purchaser and not disclosed to any other parties, provided, however, that said Confidential Information may be disclosed to Purchaser’s affiliates or subsidiaries, and their respective directors, officers, employees, professional advisors, representatives and rating agencies (collectively, the “**Related Parties**”) as reasonably required for the evaluation of a possible purchase of the Property (it being agreed that such persons or entities shall be informed in writing by Purchaser of the terms of this Agreement and, with respect to Purchaser’s employees and affiliates, shall agree to abide by the terms detailed in this Agreement).
- d. Purchaser shall be responsible for any breach of this Agreement by the Related Parties. In addition, Owner’s commercial real estate broker (“**Broker**”), who may be directly involved in the dissemination and management of Owner’s Confidential Information, is not authorized to accept any confidential or proprietary information, or any materials or protected ideas, from Purchaser. Accordingly, Purchaser will not submit any such information, materials or ideas to either Broker or Owner. However, should Purchaser or any Related Party breach this

Agreement, and submit any confidential information to Broker or Owner, any and all materials or ideas willingly provided to Broker or Owner by Purchaser shall no longer be deemed confidential, proprietary or protected, which shall permit Owner to freely use and retain all such information, materials or ideas without compensation, or prospective liability, or any kind, to any individual, entity, agency, organization or government entity. Regardless of the above, all Confidential Information concerning the Property shall continue to be the protected information of Owner and Broker. Purchaser and all Related Parties may not copy or duplicate the Confidential Information without Owner's prior written consent.

(D) Purchaser shall analyze, review and maintain awareness of the Confidential Information in accordance with the following terms and conditions, which are non-negotiable:

- a. Purchaser agrees to treat all Confidential Information as completely private and shall not publish, record or in any way disclose the same to any third party without the prior written consent of CREXi and Owner, and only after first apprising such third parties of their obligation to treat all Confidential Information as private and confidential and ensuring that written and executed confidentiality agreements are in place with each third party, except where the disclosure by Purchaser, which shall be on a "need to know" basis only, is to Purchaser's employees, directors, members, managers, or attorneys, accountants, financial advisors, publicity managers or other formal representatives (collectively, "**Consultants**") so that Purchaser may review the components of a potential acquisition. Purchaser shall advise the Consultants of their obligations under this Agreement prior to disclosing any of the Confidential Information to the Consultants;
- b. Should Purchaser or any of the Consultants breach the terms of this Agreement, then Purchaser and the Consultants shall be jointly and severally liable for such breach;
- c. All of the Confidential Information shall be kept and maintained in a safe and secure place with adequate safeguards to ensure that unauthorized persons do not have access to the Confidential Information;
- d. Any oral discussions between Owner, CREXi and Purchaser or its Consultants, or any combination of them related to the Properties or the Confidential Information, shall be kept secret and confidential and are deemed to be Confidential Information and subject to the Terms of this Agreement;
- e. Purchaser agrees not to use any Confidential Information for any purpose except as reasonably related to the submission of offers on the Properties offered for sale by CREXi; and
- f. Purchaser agrees to immediately notify CREXi and Owner in writing of any misuse or misappropriation of the Confidential Information or violation of this Agreement that may come to its attention.

(E) Notwithstanding any contrary language contained herein, Purchaser shall have no obligation to preserve the confidentiality of information that:

- a. Was previously known to and in the possession of Purchaser free of any obligation to keep it confidential as shown by Purchaser's written records, so long as the Purchaser did not receive such information directly or indirectly from Owner;

- b. Is or becomes publicly available, by any method other than unauthorized disclosure;
- c. Is independently developed by Purchaser without knowledge or use of the Confidential Information as shown by Purchaser's written records;
- d. Is disclosed to third parties by Owner without restriction; or
- e. Is lawfully received by Purchaser from a third party whose disclosure would not violate any confidentiality or other legal obligation.

(F) Purchaser is not authorized to establish any communications, regardless of method used, and likewise may not warrant any other individual or entity to communicate with any borrower, guarantor, any third party preparer of the Confidential Information or other obligor with respect to any Property, with the accountants or attorneys of any such obligor, or with any person or party, including any appraiser, tenant, managing or leasing agent, environmental consultant or engineering consultant, connected with, related to, or whose name is obtained from the Confidential Information, without prior written consent of CREXi and Owner, which consent may be withheld for any reason or no reason in the sole discretion of CREXi and Owner. Further, while CREXi shall assist in the administration and policing of the Confidential Information noted herein, all decisions as to the use, dissemination and details of said Confidential Information will be made by the Owner, or any licensed representative thereof, including Owner's Broker, which Owner has authorized, via written (electronic or otherwise) confirmation to CREXi, to decide matters in Owner's place, who shall direct CREXi as to what Confidential Information each Purchaser will be permitted to review, if any.

(G) Purchaser shall not make any copies or reproductions other than electronic or handwritten summaries or notes and/or other self-made records of any kind, of any document or related material, or any piece thereof, contained in the Confidential Information, or contained previously in the Confidential Information, unless provided written permission from Owner to allow any such copies. At CREXi's or Owner's request, Purchaser shall, within ten (10) days, return to CREXi all tangible Confidential Information that has been provided to Purchaser, with Purchaser destroying/deleting (or, at its option, delivering in its entirety to CREXi or Owner) all summaries, notes, studies, analysis, research, compilations, documents and written or electronic copies and records of any relatable sort (collectively, "Derivative Material") prepared by Purchaser that reflect any such Confidential Information. Purchaser must fully certify, via an executed written acknowledgement, that all Confidential Information, and any copies or extracts thereof, have been returned or destroyed. Any such Confidential Information not so destroyed/deleted (or returned/delivered) shall remain subject to this Agreement. Notwithstanding the foregoing, Purchaser may retain Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, to the extent required by law or regulation or necessary for purposes of documenting its due diligence review or any financial analyses performed, or opinion rendered by, Purchaser in connection with the transaction that is in any way connected or related to the matters or topics discussed in this Agreement.

(H) Should Purchaser be required to disclose Confidential Information pursuant to judicial, agency or government order, provided that Purchaser notifies CREXi and Owner as soon as possible, and prior to any such disclosure by Purchaser, and fully cooperates with CREXi and Owner in the event that either of them elects to legally contest and avoid such disclosure, Purchaser shall not be subject to liability per the guidelines included herein.

(I) In the event Purchaser is requested or required (by subpoena or other legal process) to disclose any information supplied to Purchaser or its representatives in the course of Purchaser's communications with Broker or Owner or their respective representatives, Purchaser will provide Broker with prompt written notice of such request prior to any such disclosure so that Broker or Owner may seek an appropriate protective order and/or waive (but only by a writing signed by Broker or Owner) Purchaser's compliance with the provisions of this Agreement. In the event that Purchaser declines to make an offer for the Membership Interests or terminates discussions or negotiations with respect to the Membership

Interests, Purchaser will promptly destroy or return to Broker all Confidential Information delivered to Purchaser without retaining any copy thereof.

(J) Purchaser further agrees that it shall not acquire any title, ownership, or other intellectual property or proprietary license in or to the Confidential Information at issue in this Agreement. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase or sell any products or services of the other party nor as an encouragement to expend funds in development or research efforts related thereto.

(K) Purchaser hereby represents and warrants to CREXi and Owner that Purchaser is a knowledgeable, experienced and sophisticated buyer having such knowledge and experience in real estate, finance, and general business information and strategy, with a specific emphasis in matters relating to the purchase, sale, origination and/or ownership of commercial property or commercial mortgage notes, and as a result, Purchaser is capable of evaluating the potential costs, benefits, merits and risks of an investment in a Property similar to that discussed herein, and understands that Purchaser is fully capable and able to bear the economic risks of such a purchase (including a total loss of its investment and the risk that Purchaser might be required to hold and maintain the Property for an indefinite period of time).

(L) Purchaser further represents that it will independently and without reliance upon the Confidential Information, Owner or CREXi make its own investment analysis of the Property and its own independent decision as to whether to submit an offer for the purchase of any Property, based upon its own findings and conclusions, together with such other due diligence as Purchaser may choose to perform. With respect to a commercial mortgage note, Purchaser further represents and warrants that Purchaser is either an "accredited investor", or an institution that qualifies as an "accredited investor" or a "qualified institutional buyer" as each of those terms are defined by the Securities Act of 1933, as amended. Purchaser should not base any decisions solely on the Confidential Information provided by Owner, and must use additional research to confirm its decision.

(M) Purchaser hereby acknowledges, via its execution of this Agreement, that CREXi and/or Owner may perform a credit check and/or other investigation to verify the accuracy of any statement or document provided by Purchaser herein, and to ensure the viability of the transaction discussed herein.

(N) Purchaser hereby acknowledges that Confidential Information will be disclosed by CREXi and/or Owner, which may include nonpublic personal or corporate financial information, as such terms are defined in Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801, et seq., (as amended; hereinafter referred to as "GLB"), which is hereinafter referred to as "Client Information." Purchaser further agrees that it shall comply with all federal, state, administrative and local laws, rules, and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including, but not limited to, the GLB and any related or affiliated regulations that were derived therefrom.

(O) In addition to the above, parties to this Agreement shall take the following actions to protect the Confidential Information at issue herein:

- a. Purchaser shall implement physical and other security measures designed to: (a) ensure the security and confidentiality of the "nonpublic personal information" regarding "customers" and "consumers" (as those terms are defined in GLB); (b) protect against any threats or hazards to the security and integrity of nonpublic personal information; and (c) protect against any unauthorized access to, or use of, nonpublic personal information.
- b. Purchaser represents and warrants that it has implemented appropriate measures to meet the objectives of Section 501(b) of GLB. Recipient agrees to promptly notify CREXi and

Owner in the event of a security breach or suspected security breach that affects or could affect the Confidential Information. Purchaser shall promptly notify CREXi and Owner upon learning of any unauthorized access to such personal information or if Purchaser becomes the subject of any government, or other enforcement or private proceeding relating to its data handling practices with respect to nonpublic personal information.

- c. The foregoing obligations in respect of any nonpublic personal information shall survive the termination of this Agreement. The obligations of this Agreement with respect to the disclosure of Confidential Information shall survive for a period of three (3) years from the date of this Agreement. Except with respect to any Client Information, which must be kept confidential in perpetuity, the obligation of the Purchaser not to disclose and to only use the Confidential Information for the limited purposes for which it was provided, and the obligations set forth in this Agreement, shall terminate upon the expiration of the term of this Agreement. The Purchaser's obligation to promptly notify CREXi and Owner of any unauthorized access to, disclosure of or use of the Confidential Information shall survive the termination or expiration of this Agreement in perpetuity.

(P) CREXi or Owner may terminate this Agreement without cause upon thirty (30) days prior written notice provided to all parties to this Agreement. However, this Agreement may be terminated immediately should Purchaser, or any Consultants or related parties thereto, breach any term of this Agreement. Under a "cause based termination," this Agreement shall be terminated without prior written notice, and shall demand the immediate return, destruction or deletion of all Confidential Information currently available to the breaching party, or created by said party.

- a. Notwithstanding any termination that shall be completed pursuant to the guidelines provided herein, Purchaser remains bound to the provisions in this Agreement with respect to the disclosure of Confidential Information received by Purchaser prior to termination.

(Q) CREXi, Owner and a number of related parties, shall be subject to considerable and likely irreparable harm should any misappropriation of Confidential Information, deemed in violation of this Agreement, or any breach of this Agreement takes place. These damages sustained are likewise difficult to accurately ascertain, and therefore difficult to quantify. As a result, Purchaser agrees that CREXi and Owner shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further breach or misappropriation without posting of a bond, and for such other relief as CREXi and Owner deems appropriate. This right of CREXi and Owner is to be in addition to all other remedies or relief in either law or equity available to them.

(R) Purchaser and its Consultants release CREXi, Owner and the third party preparers of any Confidential Information, from all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expense (including all attorneys' fees and related costs, regardless if a suit is instituted or not) whether known or unknown, liquidated or contingent ("**Claims**"), by reason of the information contained in, or that should have been contained in, the Confidential Information. The Purchaser and its Consultants further agree that they will indemnify and hold harmless CREXi and Owner from any and all losses, damages, claims or expenses arising from any breach or threatened breach of this Agreement by Purchaser or its Consultants.

(S) This Agreement merge and take legal precedence over all prior Agreements between the parties hereto with respect to the subject matter discussed in this Agreement, and shall be governed by, and construed in accordance with, the laws of the State of California, excluding its principles of conflicts of laws. The parties hereto agree that the sole venue for any action related to this Agreement shall be in any federal or state court within the State of California having subject matter jurisdiction in this matter for purposes of any action arising out of this Agreement, and the parties hereby irrevocably submit to the personal jurisdiction and venue of said court. This Agreement pertains to all Confidential Information provided by CREXi or Owner, to Purchaser, whether provided before or after the date of the Agreement. There are no unwritten oral agreements between the parties. This Agreement may not be modified orally but only by a written agreement executed by Purchaser, Owner and CREXi and designated as an

amendment or modification of this Agreement.

(T) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, heirs, executors, administrators and personal Consultants. Purchaser may not assign or transfer its rights or obligations under this Agreement without the prior written consent of CREXi and Owner. Any assignment or transfer in violation of this section shall be void.

(U) WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND DOCUMENTATION DISCLOSED HEREUNDER, CREXi AND OWNER DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY EXPRESS OR IMPLIED WARRANTY AS TO THE COMPLETENESS, CONTENT OR ACCURACY OF SUCH CONFIDENTIAL INFORMATION AND DOCUMENTATION.

(V) CREXi and Owner accept no responsibility or liability stemming from of any expenses, losses, damages, claims or actions incurred or undertaken by Purchaser or its Consultants as a result of the their receipt or use of any Confidential Information. Purchaser agrees that unless and until a clear and final agreement (excluding any executed letter of intent or other preliminary written agreement and any written or oral acceptance of an offer to purchase) with respect to a Property has been executed and delivered, Owner shall not be under any legal obligation of any kind whatsoever with respect to Purchaser or the Property in question.

(W) The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.

(X) The parties hereby acknowledge that the unauthorized disclosure, use or disposition of Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain and not susceptible to monetary damages. Accordingly, the parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by a party or any third party receiving such Confidential Information, and that in addition to all other remedies, Owner shall be entitled to seek injunctive relief as a remedy for any such breach.

(Y) Purchaser acknowledges that Owner has not included any confirmed and protected attorney/client communications, including those between Owner and its counsel, in the Confidential Information package uploaded to CREXi, and thereby available to Purchasers following execution of this Agreement, with the expressed intention of preserving any privilege. Should any privileged communications be inadvertently disclosed to Purchaser, such disclosure shall not constitute a waiver, in whole or in part, of any privilege, and Purchaser must immediately report any communication or related document that it feels is likely to be a protected attorney/client discussion of any sort.

All parties to this Agreement hereby acknowledge and confirm that Purchaser is willingly and knowingly agreeing to this Agreement, and doing so by accepting all of the terms and conditions included herein by via an electronic signature. Purchaser must effectively "AGREE" to the terms of this Agreement by checking the relevant box/button located immediately adjacent hereto before being granted access the Confidential Information on CREXi's website. Moreover, completion of a contract such as this Agreement via an electronic signature is a controlling and fully binding form of contract execution, as established by the Electronic Signatures in Global and National Commerce Act ("E-Sign"), Title 15, U.S. Code, Sections 7001 et seq. (as amended), the Uniform Electronic Transaction Act ("UETA") and all other applicable state and local laws, applicable regulations, and city or local ordinances (collectively, the "E-Sign Laws"). As a result, Purchaser hereby agrees to fully execute this Agreement, and acknowledges that the terms of this Agreement shall be fully binding and enforceable pursuant to the E-Sign Laws detailed above.

Signature page to agreement

By signing below, you represent and warrant to the other parties that (a) You have read, understand and agree to the agreement ("Agreement") identified by the same unique code displayed below (e.g., ID831023), (b) all information that you provide below is complete and accurate, and (c) you own or have all rights and authority necessary to enter into and perform under the Agreement.

PROPERTY NAME & ADDRESS: Turn-Key Ready Assisted Living Facility For Sale / 140 McRae St, Atmore, Escambia County, AL 36502

LISTING BROKER:

Brokerage: PHD Realty

Broker Name: Patty Helton-Davis

PRINCIPAL:

Entity: _____

Name: _____

Address: _____

Signature: _____

Date: _____

COOPERATING BROKER:

Entity: _____

Name: _____

Address: _____

Signature: _____

Date: _____

Certain contact information page to agreement

Below are the parties' complete and accurate contact information relating to the agreement("Agreement") identified by the same unique code displayed below (e.g., ID831023).

PROPERTY NAME & ADDRESS: Turn-Key Ready Assisted Living Facility For Sale / 140 McRae St, Atmore, Escambia County, AL 36502

LISTING BROKER:

Brokerage: PHD Realty

Broker Name: Patty Helton-Davis

PRINCIPAL:

Entity: _____

Phone: _____

Name: _____

E-mail: _____

COOPERATING BROKER:

Entity: _____

Phone: _____

Name: _____

E-mail: _____