NON-DISCLOSURE AGREEMENT
Please return to the attention of Ian

MacDougall at imacdougall@lee-associates.com

This Non-Disclosure Agreement (the "Agreement") is made by and between the Buyer, as defined in the signature block below, and 1776 Propco LLC & 1639 Propco LLC ("Seller"). This agreement shall be effective as of the date it is executed by the Buyer for the sale of the 159-Unit Senior Living Community located in Fort Lauderdale, FL (the "Property").

WHEREAS, Buyer is considering the purchase of certain real estate (the "Property") owned by Seller; and

WHEREAS, Seller desires to share with Buyer via Representative or Representative's affiliates confidential information about the Property to assist Buyer in its determination whether to purchase the Property;

NOW THEREFORE, the parties hereto agree as follows:

1. Provision of Information. After receipt of an executed copy of this Agreement from Buyer, Seller agrees to provide via Representative or Representative's affiliates to Buyer certain non-public information concerning the Property which includes, without limitation, brochures, various papers, documents, studies and other materials, both written and oral (collectively, as used herein, "Information") in accordance with this Agreement. As used herein, the term "Information" does not include information which (i) becomes available to the public other than as a result of a disclosure by Buyer or Buyer's affiliates, (ii) was available to Buyer on a non-confidential basis prior to its disclosure by Seller to Buyer, or (iii) becomes available to Buyer on a non-confidential basis from a source other than Seller.

2. Buyer's Use of Information. Buyer agrees that it will use the Information only for the purpose of determining whether to entering into an agreement with Seller for acquisition of the Property and that it will not directly or indirectly use or disclose any of the Information to any third party, except as permitted by this Agreement. Notwithstanding anything in this Section, Buyer may disclose Information to its attorneys, accountants, operators, mortgage broker, prospective lenders, and to others involved in assisting Buyer in determining whether Buyer desires to purchase the Property and all parties are bound by this Agreement.

3. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the state in which the Property is located.

4. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
5. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All counterparts shall collectively constitute a single agreement and shall be deemed an original. Counterpart signature pages exchanged by facsimile or e-mail transmission may be used as if they were original signature pages.
6. Termination. This Agreement and the obligations hereunder shall terminate one (1) year from the date of this Agreement.
7. Entire Agreement. Nothing in this Agreement shall be construed as an agreement or obligation for Buyer to purchase any interest in the Property on any terms. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.
8. Terms Control. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by an offering memorandum, web-based database or similar repository of confidential information to which Buyer or its Representatives is granted access in connection with this Agreement, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I agree" icon or other indication of assent to such additional confidentiality conditions, it being understood and agreed that Buyer's confidentiality obligations with respect to the Information are exclusively governed by this Agreement and may not be enlarged or otherwise modified except by an agreement specifically executed by the parties hereto in traditional written format

Buyer Signature:

Name: _____

Company: _____

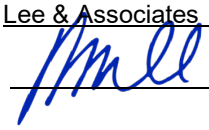
Signature: _____

Execution Date: _____

Seller Representative:

Name: Robert Black

Company: Lee & Associates

Signature: 

Lee & Associates - North San Diego County
1902 Wright Place, Suite 180 | Carlsbad, CA 92008
O 760.929.9700 F 760.929.9977
A Member of the Lee & Associates Group of Companies

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES