

CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2018, by _____ (the "Prospect").

WHEREAS, Prospect has expressed interest in purchasing/leasing the property known as Largo Crescents Senior Living, Largo, MD 20774 (hereinafter referred to as the "Property"); and

WHEREAS, Prospect has requested certain information and/or documents from the owner of the Property for Prospect's review (the "Documents"), and the owner of the Property has instructed NAI The Michael Companies, Inc. (the "Broker") to provide said Documents to Prospect, provided Prospect agrees to keep the contents of the Documents strictly confidential.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions herein set forth, the Prospect agrees as follows:

1. Discussions with the Broker, or its agents, and information acquired related to the Property, whether acquired in the form of documents or in the course of discussions with the owner, Broker, or its agents (collectively, the "Confidential Information") are secret and confidential. Use or disclosure of any Confidential Information by Prospect would be wrongful and would cause injury to the Property owner.

2. Prospect shall not disclose or communicate in any form to any third party any Confidential Information. However, Prospect may disclose Confidential Information to its attorneys, accountants and its lender and representatives, if any, provided that such third parties sign this Agreement and are bound by its terms.

3. Prospect will not make additional copies of the Confidential Information or allow copies there to be made, except for use exclusively by persons described in Paragraph 2 above.

4. Prospect and the persons described in Paragraph 2 above, will use the Confidential Information solely for the purpose of pursuing the acquisition of the referenced Property.

5. In the event of any violation of this Agreement, the Property owner shall be authorized and entitled to obtain, from any court of competent jurisdiction, preliminary and permanent injunctive relief.

6. This Agreement shall be construed in accordance with the laws of the State of Maryland. Each party waives the right to a trial by jury in any action or claim brought in connection with this Agreement.

7. This Agreement shall be binding upon the Prospect, its successors and assigns and shall inure to the benefit of owner's successors and assigns.

If you are in agreement with the foregoing, please sign this Agreement and return Jeffrey D. Ludwig and Sally Ludwig at Fax No. 301.459.1533, or scan and email to jludwig@naimichael.com or sludwig@naimichael.com.

PROSPECT:

Signature: _____
Name: _____
Title: _____
Telephone: _____
Facsimile _____
E-mail: _____

Company: _____
Address: _____
