

Confidentiality Agreement: 67-Bed Assisted Living Facility — Cameron Park, California

This Confidentiality Agreement (the "Agreement") pertains to the Offering Memorandum prepared by Senior Housing Group regarding the 67-bed Assisted Living Facility in Cameron Park, California (the "Property"). The information in this memorandum is not exhaustive and may include projections based on various assumptions related to the economy, competition, and other factors beyond the control of Senior Housing Group or the Property's owners ("Owners"). As such, this information is subject to change. Senior Housing Group, the Owners, and their employees disclaim all liability for any inaccuracies, representations, or warranties, whether expressed or implied, contained in the memorandum or in any other written or oral communication. It is the responsibility of prospective purchasers to verify all provided information through their own due diligence.

The Owners reserve the right to reject any and all expressions of interest or offers concerning the Property at their sole discretion, with or without notice. No legal obligation to any party will exist unless a written sale agreement has been fully executed, delivered, and approved by the Owners and their legal counsel. Senior Housing Group does not have the authority to make any representations or agreements on behalf of the Owners.

By accepting this Offering Memorandum, the recipient ("Buyer") agrees to:

1. Keep the memorandum and its contents strictly confidential.
2. Not disclose the memorandum or its contents to any third party, except for advisors retained by the Buyer, without prior written consent from the Owners or Senior Housing Group.
3. Not use the memorandum or its contents in any way that could harm the interests of the Owners or Senior Housing Group.

In consideration of being introduced to the Property, the Buyer agrees that any negotiations or agreements regarding the Property will be conducted through Senior Housing Group. If the Buyer breaches this Agreement, Senior Housing Group and the Owners are entitled to all legal remedies, including injunctive relief and damages. If the Buyer discloses the availability of the Property to a third party and either the third party or the Buyer purchases the Property without Senior Housing Group's involvement, the Buyer will be responsible for paying Senior Housing Group's commission in addition to other legal remedies.

The Buyer acknowledges that the Owners will not compensate any broker other than Senior Housing Group. Any broker or agent representing the Buyer must be compensated directly by the Buyer. The Buyer agrees to indemnify, defend, and hold harmless the Owners and Senior Housing Group from any claims, damages, or liabilities, including reasonable attorneys' fees and court costs, arising from any broker or agent claims related to the Property. The Buyer also agrees not to contact the Owners or their employees directly or indirectly under any circumstances.

Further information and opportunities to inspect the Property will be provided by Senior Housing Group upon request.

Senior Housing Group acknowledges that if the Potential Buyer is a publicly traded company on the New York Stock Exchange, discussions regarding the Buyer's interest in the Property may involve material non-public information. Senior Housing Group, the Owners, and their affiliates will comply with all applicable federal and state securities laws concerning the handling of such information.