

**CONFIDENTIALITY AGREEMENT**  
Keswick Senior Living at Lewis Square  
508 N. Lewis Road  
Limerick, PA



Attention: Dawn Tassoni  
Fax #: (610) 889-9168

This Confidentiality Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2013, by and between the ("Owner"), CBRE, Inc. ("CBRE") (hereinafter, Owner and CBRE shall collectively be referred to as the "Disclosing Party"), and \_\_\_\_\_ (hereinafter, referred to as the "Receiving Party").

Name

1. **Recitals.** Owner has retained CBRE as its exclusive listing agent in connection with a potential sale of **Keswick Senior Living at Lewis Square**, located at **508 N. Lewis Road, Limerick, PA** (the "Possible Transaction"). Disclosing Party is willing to provide Receiving Party with confidential and proprietary information on the condition that the Receiving Party protects such information from unauthorized use and disclosure as provided in this Agreement. The foregoing recitals are incorporated herein.

2. **Confidential Information.** The term "Confidential Information" means all confidential and proprietary material, data, non-public research, and commercial information provided to the Receiving Party pertaining to the Possible Transaction; but excludes information to the extent that such information becomes generally available to the public, other than as a result of unauthorized disclosure by the Receiving Party or by persons to whom the Receiving Party has made such information available. Receiving Party hereby agrees not to disclose any Confidential Information, except as specifically permitted herein.

3. **Prohibited Use or Disclosure.** The Receiving Party shall not, without the prior written consent of the Disclosing Party: (a) use any portion of the Confidential Information for any purpose other than the analysis, negotiation, documentation, and/or consummation of the Possible Transaction (herein referred to as the "Permissible Uses"); (b) disclose any portion of the Confidential Information to any persons or entities other than to the directors, officers, employees, and agents (collectively, "Representatives") of the Receiving Party who reasonably need to have access to the Confidential Information for a Permissible Use; or (c) directly or indirectly use, for the Receiving Party's own account or the account of any other person or entity, any portion of the Confidential Information, or represent, advise, or assist any person or entity in so doing. Without limiting the foregoing, the Receiving Party shall use its best efforts, including employing reasonable safeguards, to prevent any disclosure of Confidential Information in breach of this Agreement. The Receiving Party shall be liable if any affiliate or Representative of the Receiving Party to whom the Receiving Party has disclosed Confidential Information commits any act or omission in contravention to the provisions of this Agreement.

4. **No Disclosure of Discussion(s).** Without the prior written consent of the Disclosing Party, the Receiving Party will not, and will direct its Representatives not to, disclose to any person either the fact that any investigation, discussions or negotiations are taking place concerning a Possible Transaction.

5. **No Representations or Warranties.** Disclosing Party makes no representations or warranties concerning the accuracy or completeness of the Confidential Information, or its sufficiency for any purpose, including Receiving Party's evaluation of a Possible Transaction, and disclaims any representations and warranties, expressed or implied, which may be contained within the Confidential Information. The Confidential Information may be based on assumptions and projections relating to the general economy, competition, and other factors which are subject to change. Although Disclosing Party does not know of any Confidential Information which, as of the date such information was gathered, calculated, projected, or assessed, is inaccurate or misleading, Receiving Party releases and discharges Disclosing Party from any claims, liabilities, damages, or losses of any kind arising from or related to any inaccuracies in or omissions from the Confidential Information. Receiving Party agrees to exercise independent due diligence in verifying the accuracy and completeness of all Confidential Information.

6. **Enforcement of Agreement.** The Receiving Party agrees that the Disclosing Party shall have the right to obtain preliminary and permanent injunctive relief to prevent a breach or contemplated breach of this Agreement.

7. **Affiliates.** The reference to the Receiving Party and the Disclosing Party shall be deemed to include any subsidiary or affiliate (i) in which such party has an equity or other ownership interest, (ii) in which such party is a member (if the other entity is a non-profit or non-stock corporation), (iii) in an entity which has at least 50% ownership of such party (directly or indirectly), and any subsidiary of that entity which is related to such party, or (iv) the business or affairs of which such party has the ability, by contract or otherwise, to direct or control.

8. **Relationship of Parties; Indemnity.** Receiving Party acknowledges that CBRE is acting on behalf of Owner as exclusive broker in connection with the Possible Transaction, and also acknowledges that CBRE is not the agent of the Receiving Party. Receiving Party agrees to pay all brokerage commissions, finder's fees, and other compensation to which any broker (except CBRE), finder or other person may be entitled in connection with the Possible Transaction if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with Receiving Party or any of its representatives; and Receiving Party agrees to indemnify and hold harmless CBRE and Owner, and their respective affiliates, successors, and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorneys' fees arising out of any claim or claims by any broker, finder or similar agent for commissions, fees, or other compensation for bringing about the Possible Transaction if such claim or claims are based in whole or in part on dealings with Receiving Party or any of its representatives.

9. **Miscellaneous.**  
(a) No amendment of this Agreement shall be valid or binding unless set forth in writing and executed by the party against whom enforcement of the amendment is sought. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments, or understandings with respect to such matters.

(b) This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns. Each party agrees not to assign this Agreement to any person, except its Affiliates, without the consent of the other Party.

(c) All issues and questions concerning the construction, validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Pennsylvania, without giving effect to any choice of law rules.

(d) This Agreement and the obligations hereunder shall terminate on the consummation of the Proposed Transaction between Owner and Disclosing Party, or if no such consummation between Owner and Disclosing Party, then ten (10) years from the date hereof.

(e) The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof. If any provision shall be deemed to be invalid or unenforceable, each party authorizes any court or tribunal of competent jurisdiction to amend, revise, or edit the unenforceable provision so as to narrow its application to the extent necessary to render it enforceable according to, or in compliance with, applicable law.

(f) The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned party has executed this Confidentiality Agreement as of the date first set forth above for the benefit of Owner and CBRE.

**[Purchaser/Receiving Party]: (PLEASE PRINT OR ATTACH BUSINESS CARD)**

Signature: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_