

1333 W McDermott Dr., Suite 150

Allen, TX 75013

Framework Realty Advisors (“FRA”) has been engaged on an exclusive basis by Kodiak Capital Advisors, a Dallas based LLC (together with any of its affiliates, the “Company”) in connection with a possible investment opportunity (a “Transaction”) related to a new seniors housing acquisition called Heritage at Twin Creeks, located in Allen, Texas. In order to receive Confidential Information (as defined below) regarding the Company, you agree as follows:

1. As used herein, the following terms have the following meanings:

 “Confidential Information” means all oral and written information and material relating to the Company, FRA, or a Transaction, including the identity of the Company, the fact that the Company is considering a Transaction or has provided information to a Receiving Party, and any information concerning the business, financial condition, projections, operations, customers, "know-how" and methodologies of the Company, in any form, including electronic or optical data storage systems, written or verbal, as well as any information observed during facility tours, regardless of whether protected by trade secret laws and regardless of whether marked “confidential,” and any analyses, memoranda or reports prepared by you or your Representatives reflecting any such information, provided however, Confidential Information does not include (i) information that was, is or becomes generally available to the public other than as a result of a disclosure by you or any of your Representatives in breach of this Agreement or any other contractual, fiduciary or legal obligation, (ii) information that was within your or your Representative’s possession prior to being furnished to you or your Representatives pursuant hereto, as evidenced by written records, (iii) information that is lawfully obtained by you or any of your Representatives hereafter from a source that, in each case, to your knowledge or the knowledge of your Representative, is not, by virtue of such disclosure, in breach of any contractual, fiduciary or legal obligation, or (iv) information independently developed by you or one of your Representatives without access to other Confidential Information.

“Receiving Party” means you or any of your Representatives who receive Confidential Information.

“Representative” means, with respect to any person, the directors, officers, employees, agents, advisors, counsel and auditors of such person.

1. Restrictions on Use and Disclosure. A Receiving Party, except as otherwise set forth in this Agreement, shall (i) use such Confidential Information solely for the purpose of evaluating its or an affiliate’s possible participation as the buyer in the Transaction (the “Permitted Purpose”) and not use Confidential Information for any other purpose and (ii) keep confidential and not disclose the Confidential Information to any person. This is not a brokerage commission agreement and neither you nor your Representatives may disclose any confidential information to any other prospective buyer.
2. Permitted Disclosure. Confidential Information may be disclosed as follows: (i) you may disclose Confidential Information to your Representatives with a need to know solely for the Permitted Purpose, provided that you shall inform such Representatives of the confidential nature of Confidential Information, direct them to treat Confidential Information in accordance with the terms of this Agreement and you shall be responsible for any breach of this Agreement that results from the actions or omissions of such Representatives, and (ii) a Receiving Party may disclose Confidential Information to the extent required by law, subpoena or other legal process or as otherwise requested by any governmental agency or regulatory authority in any action, proceeding or arbitration to which the Receiving Party is a party; provided that if the Receiving Party discloses or intends to disclose any Confidential Information to a person pursuant to this subparagraph (ii), then the Receiving Party will inform such person of the confidential nature of such information and, to the extent not prohibited by any law, regulation or court order, notify us or the Company of such disclosure promptly and reasonably cooperate with the Company in lawful efforts, at the Company’s expense, to resist disclosure and/or to obtain confidential treatment of such Confidential Information by the persons to whom it is disclosed.
3. Return of Confidential Information. Upon request of the Company, all Receiving Parties shall return to the Company or destroy (and certify such destruction in writing) as soon as practical all Confidential Information received by them, without retaining any copies thereof unless such copies are retained by the Receiving Party to comply with their respective internal compliance policies only or in accordance with applicable law or regulation. Each Receiving Party shall hold any such retained information in accordance with the terms of this agreement.
4. Remedies. In the event of a material breach of this Agreement by a Receiving Party, you agree that the Company shall be entitled to equitable relief, including temporary, preliminary and permanent injunctions and specific performance, enjoining any threatened or further breach of this agreement, without necessity of posting bond or other security. You agree to indemnify the Company for all costs and expenses, including reasonable attorney's fees, incurred by it in enforcing this agreement.
5. No Fiduciary Relationship. Neither this agreement, nor any exchange of Confidential Information under it, will be construed as creating any fiduciary, advisory or other relationship or obligation of any kind between the parties beyond the terms of this agreement.
6. No Contacts. No Receiving Party shall, directly or indirectly, discuss any of the Confidential Information or the terms of a Transaction with any officer or employee or any vendor, supplier, distributor, licensor, licensee or customer of the Company, unless such communication or contact has been specifically authorized in writing by us or the Company.
7. Nonsolicitation. For a period of twelve (12) months from the date hereof, you agree that no Receiving Party will, directly or indirectly, solicit any individual who is now an employee or independent contractor of the Company and with whom it first has contact in connection with evaluation of a Transaction (a “Protected Employee”) for employment or retention as an independent contractor. Notwithstanding the foregoing, nothing in this paragraph shall prohibit a Receiving Party from making general solicitations of employment through (i) mass media advertisements, or (ii) a recruiting agency acting on its behalf, provided that such recruiting agency is not directed to target Protected Employees.
8. No Commitment to Transaction. This agreement does not obligate the Company or its Representatives to provide any Confidential Information to you or your Representatives. Neither this agreement nor any discussions or course of dealing between you and the Company or its Representatives obligates you or the Company or any of their respective Representatives to negotiate with respect to or enter into a Transaction. Without limiting the generality of the foregoing, the Company may provide Confidential Information to, and negotiate with respect to or enter into a Transaction with, other persons.
9. No Representations. Neither the Company, FRA nor any of their respective Representatives makes any representation or warranty as to the accuracy or completeness of the Confidential Information, except for any representations and warranties made by the Company and expressly set forth in definitive agreements for a Transaction.
10. Termination. The Receiving Party’s obligations hereunder shall terminate one year after the date of this Agreement.
11. Entire Agreement. This agreement embodies the entire understanding between the parties with respect to its subject matter and supersedes any prior agreements relating thereto. This agreement may only be modified in writing signed by the party to be bound thereby.
12. Third Party Beneficiary. You acknowledge and agree that the Company is an intended third party beneficiary of this agreement and shall be entitled to enforce this agreement as if a signatory hereto. We and/or the Company shall have the right to assign our rights hereunder to a purchaser of the Company.
13. Law and Jurisdiction. This agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without regard to the principles of conflicts of law. Each Receiving Party consents and agrees that all disputes arising out of or related to this Agreement, if brought by the Receiving Party, shall be heard and determined exclusively by federal or state trial courts located in Texas or any appellate courts having jurisdiction over such trial courts, and if brought by the Company, may at the option of the Company be heard and determined by U.S. federal or state trial courts with jurisdiction over the Company or any appellate courts having jurisdiction over such trial courts. Each Receiving Party expressly submits and consents to the jurisdiction of such courts and waives any objection based on lack of personal jurisdiction, improper venue or forum non conveniens. Each Receiving Party waives personal service of the summons, complaint or any other process issued in any such action and agrees that service may be made by registered or certified mail to the Receiving Party and that service so made shall be deemed completed upon the earlier of the Receiving Party's actual receipt thereof or three days after deposit in the U.S. mail, proper postage prepaid.
14. Miscellaneous. This agreement is binding upon and shall inure to the benefit of the parties signing this agreement. Any modifications to this agreement shall be ineffective unless the same are in writing and signed by the authorized representatives of all parties. If any provision of this agreement is determined by a court of law to be unenforceable, remaining provisions shall remain in full force and effect. This agreement may be executed in any number of counterparts.

If you agree to the foregoing, please sign and return a copy of this agreement. Thank you for your interest in the Company and we look forward to working with you on a potential Transaction.

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| Organization: |  |  |  |
| Signature: |  |  |  |
| Individual: |  |  |  |
| Title: |  |  |  |
| Date: |  |  |  |

PLEASE RETURN EXECUTED NDA TO MIKE@FRAMEWORKRA.COM