

Offering Memorandum – 10 BED POMPANO BEACH ASSISTED LIVING

To receive an Offering Memorandum (“OM”) please read, sign and return this completed Confidentiality Agreement to Broker. The OM has been prepared by Broker for use by a limited number of parties and does not purport to provide a necessarily accurate summary of the Property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective Buyers may need or desire. All projections have been developed by Broker and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of the Seller and therefore are subject to variation. No representation is made by Broker or the Seller as to the accuracy or completeness of the information contained in the OM, and nothing provided to you (sometimes referred to herein as “Buyer”) shall be relied on as a promise or representation as to the future performance of the Property. Although the information is believed to be correct, the Seller and its employees disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent due diligence in verifying all such information. Further, Broker, the Seller and its employees disclaim any and all liability for representations and warranties, expressed and implied, contained in or omitted from the OM or any other written or oral communication transmitted or made available to the Buyer. The OM does not constitute a representation that there has been no change in the business or affairs of the property or the Owner since the date of preparation of the OM. Analysis and verification of the information contained in the OM are solely the responsibility of the prospective Buyer. Additional information and an opportunity to inspect the property will be made available upon written request to interested and qualified prospective Buyers.

By accepting the OM, you agree to indemnify, defend, protect and hold Seller and Broker and any affiliate of Seller or Broker harmless from and against any and all claims, damages, demands, liabilities, losses, costs or expenses (including reasonable attorney’s fees, collectively “Claims”) arising, directly or indirectly from any actions or omissions of Buyer, its employees, officers, directors or agents.

By accepting the OM, you acknowledge that you are a principal and not an agent of or acting on behalf of any other party in connection with the acquisition. Buyer acknowledges that it is aware that any Agent/Broker other than Roché Group Realty, LLC must be compensated by Buyer, unless any agent or broker is working for Broker or Seller and/or a co-broke agreement has been signed in advance. Furthermore, Buyer acknowledges that it has not had, and will not have, any discussion regarding this Property’s Sale with any other Broker or agent other than Broker or an agent/broker properly identified through this registration process, including but not limited to, resolutions of incomplete, conflicting or duplicate registrations. Buyer shall indemnify and hold Seller and Broker harmless from and against any claims, causes of action or liabilities, including, without limitation, reasonable attorney’s fees and court costs which may be incurred with respect to any claims for other real estate commissions, Broker’s fees or finder’s fees claimed to be owned by Buyer in relation to or in connection with the Property to the extent claimed, through or under Buyer.

The Seller and Broker each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time with or without notice. The Seller shall have no legal commitment or obligations to any entity reviewing the OM or making an offer to purchase the Property unless a written agreement for the purchase of the Property has been fully executed, delivered, and approved by the Seller and its legal counsel, and any conditions to the Seller’s obligation thereunder have been satisfied or waived.

The OM and the contents, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting this Confidentiality Agreement, you agree that you will hold and treat it in the strictest confidence, that you will not disclose the OM or any of the contents to any other entity (except to your "Representatives," which term shall include your directors, officers, employees, consultants, advisors, lenders, co-investors, co-bidders and potential operators, managers and/or lessees, if necessary, for your determination of whether or not to make an offer and from whom you have obtained an agreement of confidentiality) without prior written authorization of the Seller or Broker, and that you will not use the OM or any of the contents in any fashion or manner detrimental to the interest of the Seller or Broker.

NO TOURS OF THE PROPERTY OR CONTACT WITH THE STAFF ARE TO BE CONDUCTED WITHOUT THE EXPRESS PRIOR WRITTEN APPROVAL OF ROCHÉ GROUP REALTY AND WOULD BE IN VIOLATION OF THIS CONFIDENTIALITY AGREEMENT

This agreement and all conditions will terminate 12 months after the date of signature.

Exclusively Listed by:

Robert Roché
Roché Group Realty, LLC
Direct: 561-699-0348
Fax: 561-801-7361
Rob@RocheGroupRealty.com

Buyer Name: _____

Print Buyer Name: _____

Buyer Phone: _____

Broker Name: _____

Print Broker Name: _____

Broker Phone: _____