

Thank you for your interest in our upcoming commercial real estate auction.  
 Please complete the CNRA, sign, and return via fax to attention Shaylon Shaffer at 918-217-6421 or via email  
 at [Shaylon.Shaffer@williamsauction.com](mailto:Shaylon.Shaffer@williamsauction.com) . Please call 918-362-7351 with any questions.

## CONFIDENTIALITY AND NON-RELIANCE AGREEMENT

The date of this Agreement is \_\_\_\_\_, 2009. The undersigned ("Interested Party") desires to review certain information pertaining to properties listed by Williams & Williams Marketing Services, Inc., an Oklahoma corporation, and \_\_\_\_\_, and its subsidiaries, affiliates, parent, and assigns (collectively, the "Seller Entities"). The purpose of such disclosure is to permit Interested Party access to information in contemplation of entering into a purchase transaction for properties with SELLER ENTITIES. The Interested Party desires to receive the Property Information Package for the following Properties:

**Please check which property(ies) your request applies to:**

- Maison Deville Nursing Home, 328 West Grolee Street, Opelousas, Louisiana 70570 ~ CMS ID: 210701 Property Number: 7485-5**
- Oak Park Nursing Home, 2171 1<sup>st</sup> Avenue, Lake Charles, Louisiana 70601 ~ CMS ID: 210702 Property Number: 7485-6**

SELLER ENTITIES desire to deliver such information to Interested Party but also desire to insure that such disclosure of information to Interested Party will be subject to appropriate restrictions for the purposes of protecting certain trade secrets and proprietary information of SELLER ENTITIES or its clients, maintaining the confidential nature of such information, preventing the unauthorized use or dissemination of such information and disclaiming reliance thereon by the Interested Party .

THEREFORE, in consideration of the premises, and the benefits to be derived by Interested Party under this Agreement, and other good and valuable consideration the receipt, payment, adequacy and sufficiency of which are acknowledged by signing this Agreement, Interested Party agrees as follows:

1. **CONFIDENTIAL INFORMATION.** Interested Party acknowledges and agrees that all information disclosed to Interested Party by SELLER ENTITIES or any representative, employee or agent of SELLER ENTITIES, whether in writing or orally, pertaining to the business of SELLER ENTITIES or any of its clients or its properties, other than information which is "Public Information" as defined below, shall be herein called "Confidential Information".

2. **CONFIDENTIALITY; NON-DISCLOSURE; NON-USE, NON-RELIANCE.** As a material inducement to SELLER ENTITIES to disclose Confidential Information to Interested Party as herein contemplated, Interested Party agrees that all such Confidential Information shall be:

- a) Maintained in confidence.
- b) Not disclosed directly or indirectly to any person or entity without the prior written consent of SELLER ENTITIES, provided, however, that Confidential Information may be disclosed by Interested Party, but only for the purpose of assisting Interested Party in conducting Interested Party's evaluation of the Confidential Information, to employees or agents of Interested Party who are bound to Interested Party by the same obligations of confidentiality, non-use, and non-disclosure agreed to by Interested Party herein.
- c) The Interested Party agrees that the Confidential Information shall be utilized only in connection with the Interested Party's general review of the Property(ies). The Confidential Information may not be relied on or used by the Interested Party or any outside party to evaluate purchasing the Property(ies) or for any other purpose whatsoever, including, but not limited to, the securing of financing necessary to purchase the Property(ies).
- d) Returned to SELLER ENTITIES immediately upon demand made by SELLER ENTITIES to Interested Party, or destroyed immediately upon conclusion of auction unless such Interested Party is the high bidder. Such re-delivery or destruction shall include any and all copies of any Confidential Information previously made by or for the benefit of Interested Party, or any employee or agent of Interested Party, without regard to the form in which the Confidential Information is stored, or the medium of storage of such Confidential Information.

e) SELLER ENTITIES make no representations or warranties, express or implied, with respect to any Confidential Information and the Interested Party agrees that all information is provided "as is" with all faults and inaccuracies, and SELLER ENTITIES shall not be liable for the accuracy, nature or completeness of the Confidential Information. Interested Party shall make an independent investigation of the Property(ies) and independently verify the accuracy and completeness (or lack thereof) of the Confidential Information. Neither the SELLER ENTITIES, nor the Interested Party will be under any legal obligation of any kind whatsoever with respect to the Property(ies) except for the matters specifically agreed to in this Agreement.

3. WRITTEN NOTICE. In the event that the Interested Party is requested or becomes legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to the Interested Party or that discussions or negotiations between the Interested Party and SELLER ENTITIES are taking place, the Interested Party agrees to provide SELLER ENTITIES with prompt written notice of such request prior to any disclosure of Confidential Information so that SELLER ENTITIES may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

4. PUBLIC INFORMATION. "Public Information" shall mean information which now is or which is hereafter made available to the public generally, and information delivered to Interested Party by any person not subject to this Confidentiality Agreement, if such availability or such delivery does not result from a breach of this Agreement or any confidential relationship with SELLER ENTITIES. Information delivered to Interested Party by SELLER ENTITIES or SELLER ENTITIES' representatives or Clients, other than information contained in documents previously filed with a federal or state agency if such documents are open to inspection by the general public without the necessity of litigation or any demand for access, shall prima facie be deemed to be Confidential Information, and the burden of establishing that any such information is Public Information shall be borne by Interested Party.

4. REMEDIES. In the event of a breach or threatened breach of any provision of this Agreement, or in the event of any actual or threatened disclosure of Confidential Information by Interested Party or by any person or entity to which such Confidential Information has been disclosed by Interested Party, in addition to and not in limitation of any other rights or remedies available to SELLER ENTITIES at law or in equity, SELLER ENTITIES shall be entitled to a permanent injunction in order to prevent or to restrain any such breach or disclosure by Interested Party, or by any employee, affiliate, agent, representative or servant of Interested Party. Interested Party acknowledges that in such event the monetary damages suffered by SELLER ENTITIES would be difficult or impossible to determine, and the remedy of SELLER ENTITIES at law would be inadequate, and SELLER ENTITIES would be irreparably harmed in the absence of such injunctive relief.

5. INDEMNIFICATION. Interested Party will indemnify and hold harmless SELLER ENTITIES from any claims for damages, including attorney fees and other legal costs, arising from Interested Party's disclosure of, use of, or reliance on any Confidential Information.

6. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, SELLER ENTITIES and Interested Party, and their respective successors and assigns. This Agreement shall also inure to the benefit of the affiliates of SELLER ENTITIES, as third party beneficiaries.

7. SEVERABILITY. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the remaining provisions hereof, and all such remaining provisions and the rights and remedies of the parties hereunder shall remain in full force and effect.

8. CORPORATE AND INDIVIDUAL EXECUTION OF THIS AGREEMENT. Where this Agreement is made with a corporation or other legal or business entity, THE UNDERSIGNED REPRESENTATIVE OF THAT ENTITY ALSO AGREES TO BE PERSONALLY BOUND BY THE PROVISIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, Interested Party has signed this Agreement the date first above stated.

Signature: \_\_\_\_\_  
"Interested Party"

**PLEASE NEATLY COMPLETE YOUR CONTACT INFORMATION. SUPPLEMENTAL  
PROPERTY INFORMATION PACKAGES WILL ONLY BE AVAILABLE THROUGH EMAIL.**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_