

Family Practice Medical Clinic and/or Real Estate

CONFIDENTIALITY AGREEMENT (THE "AGREEMENT")

Fax to: Apex Commercial Properties, LLC
Attention: Ryan Hoveland
Email: ryan@apexcommercialproperties.com
Phone: 612-361-4806

RE: Family Practice Medical Clinic and/or Real Estate

Apex Commercial Properties, LLC (Apex) has been retained on an exclusive basis by the Owner with respect to the sale offering of a certain Family Practice Medical Clinic and/or Real Estate (the "Practice and/or Property"). The Owner has directed that all inquiries and communications with respect to the contemplated sale of the Property be directed to Apex.

Apex has available for review certain information concerning the Property which includes brochures, tenant financial information and other materials (collectively Informational Materials). Apex will not make such Informational Materials available to a Registered Potential Purchaser until the Registered Potential Purchaser has executed this Agreement and, thereby, agreed to be bound by its terms. Upon Apex's receipt of this Agreement, executed by the Registered Potential Purchaser, Apex is prepared to provide the Informational Materials for the Registered Potential Purchaser's consideration in connection with the possible purchase of the Practice and/or Property subject to the following conditions:

1. All Informational Materials relating to the Practice and Property, which may be furnished to the Registered Potential Purchaser by Owner or Apex shall continue to be the property of the Owner and Apex. The Informational Materials will be used by the Registered Potential Purchaser and may not be copied or duplicated without Apex's and Owner's written consent and must be returned to Apex or Owner within 72 hours upon Apex's request or when the Registered Potential Purchaser declines to make an offer for the Practice and/or Property or terminates any discussion or negotiations with respect to the Property.
2. Registered Potential Purchase will not make any Informational Materials available to, or disclose any of the contents thereof, or discuss any transaction involving the Practice and/or Property with any person other than the Registered Potential Purchaser unless Apex and Owners have approved, in writing, such disclosure provided, however, that the Informational Materials may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel and institutional lenders (Related Parties) who, in the Registered Potential Purchaser's judgement, need to know such information for the purpose of evaluating the potential purchase of the Practice and/or Property or any interest therein by the Registered Potential Purchaser. By virtue of this Agreement, the Registered Potential Purchaser and such Related Parties have been informed by Apex of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this Agreement.
3. The Registered Potential Purchaser understands and acknowledges that Apex and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Apex by others and has not been independently verified by Apex or Owner and is not guaranteed as to completeness or accuracy. The Registered Potential Purchaser agrees that neither Apex nor the Owner shall have any liability, or any reason, to the Registered Potential Purchase or Related Parties resulting from the use of the Informational Materials.

4. The Registered Potential Purchaser hereby indemnifies and saves harmless Apex and the Owner and their respective affiliates and successors, and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of the Agreement by the Registered Potential Purchase or any Related Party, and (2) claim or claims by Registered Potential Purchaser or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Practice and/or Property to the Registered Potential Purchaser.
5. The Registered Potential Purchaser acknowledges that the Practice and/or Property has been offered for sale, subject to the withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser or for any other reason, whatsoever, without notice. The Registered Potential Purchaser acknowledges that the Practice and/or Property is being offered without regard to race, creed, sex, religion, or national origin.
6. Owner is an intended third party beneficiary of the terms of this Agreement.

If the Registered Potential Purchaser is in agreement with the foregoing, please return an original signed copy of the Agreement to Apex Commercial Properties, LLC, Attention: Ryan Hoveland, fax: 612-361-4806, ryan@apexcommercialproperties.com.

REGISTERED POTENTIAL PURCHASER:

REGISTERED BROKER:

Accepted and Agreed

Date: _____

Date: _____

(Signature)

(Signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

City: _____

City: _____

State: _____

State: _____

Zip: _____

Zip: _____

Phone Number: _____

Phone Number: _____

Fax Number: _____

Fax Number: _____

E-Mail Address: _____

E-Mail Address: _____

To receive a complete Offering Memorandum for Family Practice Medical Clinic and/or Real Estate, please return via fax or email to Ryan Hoveland, fax: 612-361-4806, ryan@apexcommercialproperties.com