
AMERICAN MEDICAL PROPERTIES LLC

15477 Ventura Blvd, Suite 202

Sherman Oaks, CA 91403

Southern Financial LLC

6100 Red Hook Quarter B3

St. Thomas

U.S. Virgin Islands, 00802

CONFIDENTIALITY AGREEMENT

("[INVESTOR]") will be working with AMERICAN MEDICAL

Southern Financial LLC

PROPERTIES LLC ("AMP") regarding the possible equity investment by

[INVESTOR] in the

private placement of one or more equity or equity-related or equity-linked securities to be issued

by AMP in connection with the acquisition of hospital related real estate assets (the

"Transaction").

In connection with the Transaction, AMP intends to disclose to [INVESTOR] information

relating to or concerning AMP and its affiliates ("Transaction Parties"), all in connection with

the Transaction, which information is confidential to the Transaction Parties.

[INVESTOR] agrees the conditions upon which the information (the "Confidential

Information") will be made available are as follows:

[INVESTOR] acknowledges and understands that the Confidential Information is, and

will at all times remain, the property of one or the other of the Transaction Parties and is

highly valuable, confidential and material to the interests, business and affairs of the

Transaction Parties, and that disclosure thereof would be detrimental to the interests,

business and affairs of the Transaction Parties.

[INVESTOR] will keep and procure to be kept secret and confidential all the Confidential Information, and will not in any circumstances disclose or

solicit or permit

the disclosure of the same to its officers, director, employees, advisors, agents and

representatives (collectively, "Representatives"), except as the same need to know in

connection with [INVESTOR]'s evaluation of the Transaction, or to any other third party

save with the express prior written consent of AMP. Further, [INVESTOR] may not

contact any Transaction Party other than AMP with respect to the Transaction

or the
Property without the express prior written consent of AMP.
[INVESTOR] will cause any Representatives it engages relating to the
Transaction (such
engagement only to the extent permitted pursuant to the preceding paragraph)
to keep and
procure to be kept secret and confidential all the Confidential Information
and all other
secret or confidential information relating to the Transaction.
[INVESTOR] will use the Confidential Information only for the purposes of the
Transaction and, without prejudice to the foregoing, will not use the
Confidential
Information in any way which is directly or indirectly detrimental to or
competitive with
the Transaction Parties.
[INVESTOR] will store and maintain the Confidential Information to a
standard which is
at least the equivalent of the standard you apply to your own confidential
information.
[INVESTOR] will only copy the Confidential Information as may be necessary
for the
purpose of the Transaction.
[INVESTOR] will promptly and not indemnify and keep confidential
constituent members, officers, directors, employees:
"Indemnified Parties"
[INVESTOR] also acknowledges that damages may not be an adequate remedy for
any
breach, and that the indemnity given to AMP and the other Indemnified-
Parties is in
addition to any other remedy which they may seek, including (without
limitation) specific
performance and injunctive and other equitable relief. [INVESTOR] covenants
and
agrees not to contest the application by AMP and the other Indemnified Parties
for any
such equitable relief.
Parties and 115
advisors and principals (together, the
Parties), proceedings, actions, losses, costs, expenses
[Parties] from any material breach of these provisions by [INVESTOR].
These terms do not apply to information which [INVESTOR] is required to
disclose by law or by
any court order requiring disclosure. [INVESTOR] will give AMP written
notice of any such
requirement to disclose any Confidential Information prior to disclosing the
same, so that AMP
may seek a protective order or other appropriate remedy and, in the event
that such protective
order or other remedy is not obtained, [INVESTOR] will furnish only that
portion of the
Confidential Information which is required by such law or court order and

attempt to obtain
reliable assurances that confidential treatment will be accorded such
Confidential Information.
[INVESTOR] may not assign this letter or any of its rights hereunder,
whether in whole or in
part, without the express prior written consent of AMP. This letter will
inure to the benefit of
AMP and its constituent members and their respective successors and assigns,
and will be
binding upon [INVESTOR] and its successors and permitted assigns.
The terms of this letter are governed by the laws of the State of California
and [INVESTOR] and
AMP irrevocably submit to the jurisdiction of the courts of
California.

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This letter may be executed in two or more counterparts, each of which shall
be deemed an
original, but all of which shall constitute one and the same letter.
Facsimile signatures hereon
shall be treated as original signatures.
This letter shall terminate one (1) year from the date of this agreement.
Please sign and return a copy of this letter to confirm your acceptance of
the terms and
commitments herein provided. Upon signing this letter, this letter shall
constitute a binding
agreement between [INVESTOR] and AMP.

Very truly yours.
AMERICAN MEDICAL PROPERTIES LLC
By:
Name: Mark Karlan, President and CEO
Accepted and agreed on September 1, 2016
Soutnem Financial LLC
By:
Name: 0

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Title:

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