

LISTING AGREEMENT FOR SALE

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FOR SALE

West Houston Memory Care, LLC, Cinco Ranch Memory Care, LLC, Pearland Memory Care, LLC and Cypresswood Memory Care, LLC ("Owner") appoints Cushman & Wakefield of Texas, Inc. ("C&W") as its sole agent and grants to C&W the exclusive right to sell the real property located as follows: Autumn Leaves of Cinco Ranch located at 24024 Westheimer Parkway, Katy, TX 77494; Autumn Leaves of Pearland located at 11200 Discovery Bay Drive, Pearland, TX 77584; Autumn Leaves of Memorial City located at 1725 Eldridge Parkway, Houston, TX 77077; and Autumn Leaves of Cypresswood located at 6327 Cypresswood Drive, Spring, TX 77379 (the "Property") as provided below.

1. Term. The term of this agreement will commence on **July 1, 2019** and will expire on **December 31, 2019**.
2. Services. C&W will use its efforts to obtain a satisfactory purchaser for the Property at a sale price to be determined by Owner and on such other terms as are acceptable to Owner. C&W will negotiate the business terms of any purchase and sale agreement on behalf of Owner and in Owner's best interest, subject to Owner's review and final approval, except as otherwise directed by Owner. C&W will cooperate with other licensed real estate brokers.
3. Marketing. Owner shall reimburse C&W for its validated, third party out of pocket marketing expenses, so long as this total reimbursement does not exceed \$10,000. Reimbursable expenses include, but are not limited to, photography and listing the Property due diligence material on a virtual data site. Notwithstanding anything to the contrary set forth in this agreement, in the event that the Owner terminates this agreement prior to the expiration of the term as a result of the Owner choosing to withdraw the Property from the market, the Owner shall reimburse C&W for the costs and expenses incurred by C&W to the date of such termination in connection with the performances of its services under this agreement, provided same does not exceed \$10,000.
4. Referrals. During the term of this agreement, Owner will refer to C&W all inquiries and offers received by Owner with respect to the Property, regardless of the source of such inquiries or offers.
5. Commission. If, during the term hereof, Owner sells any interest in the Property, Owner will pay to C&W a commission in accordance with the attached Schedule of Commissions. Within 10 days after the end of the term, C&W will provide to Owner a list of prospective purchasers to whom the Property was submitted by any party during the term. If a prospective purchaser, appearing on the list, enters into a purchase and sale agreement within 180 days after the end of the term, and thereafter the sale is closed, Owner will pay a commission to C&W as provided above. Owner agrees that such 180-day period will be extended for so long as negotiations with a prospective purchaser are continuing.
6. Outside brokers. If C&W recognizes an outside broker representing the purchaser in a transaction for which a commission is payable hereunder, C&W will advise such broker that it must look to its own client for payment of any and all compensation which may become due it for the proposed transaction. It is acknowledged and agreed that C&W shall not be required to share the commission payable hereunder with any outside broker, and in no event whatsoever shall Owner be required to pay any commission to any outside broker.
7. Representation of Purchasers. Owner acknowledges and agrees that C&W may represent potential purchasers and consents to such dual representation, provided C&W timely discloses any such dual representation to Owner.

8. Fees and Expenses. If either party commences litigation against the other party to enforce its rights under this agreement, the prevailing party will be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) incurred.

9. Authority. Owner represents that it is in fact the owner of the Property and has the right to sell the Property. The individuals signing below represent that they are authorized to sign this agreement on behalf of the entity indicated.

10. Professional Advice. C&W recommends that Owner obtain legal, tax or other professional advice relating to this agreement and the proposed sale of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. C&W will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and C&W. Owner further agrees that in determining the financial soundness of any prospective purchaser, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding C&W's assistance in gathering any financial information.

11. OFAC. Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

12. Anti-Bribery & Corruption. Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement.

In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

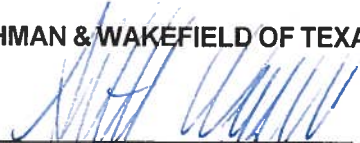
13. Miscellaneous. This agreement shall be governed by the laws of the State of Texas, without giving effect to principles of conflicts of law. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or prohibit any other or further exercise of any right hereunder. This agreement shall benefit and be binding upon the parties and their respective successors and assigns. This agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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WEST HOUSTON MEMORY CARE, LLC
CINCO RANCH MEMORY CARE, LLC
PEARLAND MEMORY CARE, LLC
CYPRESSWOOD MEMORY CARE, LLC

CUSHMAN & WAKEFIELD OF TEXAS, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Scott Weymann
Title: Co-Managing Principal
Date: 08/03/19

[Schedule of Commissions Follows]

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SCHEDULE OF COMMISSIONS FOR SALE

Rate: 2.0% of the total sales price

Time of Payment: The commission shall be paid in full at the time of the closing or transfer of title to the Property, except in the case of an installment purchase contract, in which case the commission shall be paid in full at the time of full execution and delivery of the installment purchase contract between Owner and purchaser.

Computation of Total Sales Price: The commission shall be computed in accordance with the above rates based upon the gross sales price, which shall include any mortgages, loans or other obligations of Owner which may be assumed by purchaser or which purchaser takes title "subject to," and any purchase money loans or mortgages taken back by Owner.

Purchase Option: If Owner grants a purchase option, C&W will be paid a commission at the above rate on the option price as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, C&W will be paid a commission at the above rate on the total sales price (excluding any amount paid for the option and applied to the sales price).

Miscellaneous: Owner hereby acknowledges that under Chapter 62, Texas Property Code, C&W is entitled to claim and levy a lien against the Property to secure payment of any earned but unpaid commission.

Broker Regulatory or Statutory Provisions: The following provision must be included in brokerage agreements in the State of Texas:

AGENCY RELATIONSHIP DISCLOSURE: OWNER ACKNOWLEDGES THAT C&W MAY REPRESENT POTENTIAL PURCHASERS AND OWNER HEREBY CONSENTS TO SUCH INTERMEDIARY REPRESENTATION. As a real estate broker who acts as an intermediary in a transaction, C&W (i) shall treat all parties honestly; (ii) may not disclose that the seller will accept a purchase price less than the asking price unless authorized in writing to do so by the seller; (iii) may not disclose that the purchaser will pay a purchase price greater than the purchase price submitted unless authorized in writing to do so by the purchaser; and (iv) may not disclose any confidential information or any information that a party specifically instructs C&W in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or by a court order or if the information materially relates to the condition of the Property.