

Montecito Medical Physicians Limited Partnership

Thank you for expressing an interest in **Montecito Medical Physicians Limited Partnership** (the “**Partnership**”). In order to proceed to the next page, you must read this disclosure and accept the confidentiality agreement contained herein. By clicking below you hereby acknowledge and agree that the information made available to you through your use of this website (this “**Website**”), including any posted materials (collectively, the “**Materials**”) is provided to you upon your request on a confidential basis. By accessing information on this Website, you acknowledge and agree (i) to keep such information strictly confidential and not reproduce or redistribute the information in any format without the express written approval of the Partnership, Montecito Providers GP, LLC (the “**General Partner**”), Montecito Providers Manager, LLC (the “**Manager**”), or Montecito Medical Operating Company, LLC (“**Montecito**” and together with the Partnership, the General Partner and the Manager and their respective affiliates, the “**Montecito Parties**”) and [(ii) to promptly return to the Partnership any Materials that you have downloaded upon request by Montecito]. Notwithstanding the return or destruction of the Materials, you will continue to be bound by the obligations of confidentiality and other obligations hereunder in respect of the Materials.

Any offer to sell or solicitation of an offer to purchase interests in the Partnership shall only be made pursuant to the Partnership’s final confidential private placement memorandum (as amended, restated and/or supplemented from time to time, the “**Memorandum**”), the Partnership’s Subscription Agreement (the “**Subscription Agreement**”) and the Amended and Restated Limited Partnership Agreement of the Partnership (the “**Partnership Agreement**”, and collectively with the Memorandum and the Subscription Agreement, the “**Offering Documents**”). Any information made available to you through this Website other than the Offering Documents does not constitute an offer to sell, or a solicitation of an offer to purchase, interests in the Partnership or any fund or account sponsored or managed by the Montecito Parties. The Offering Documents, which describe the significant risks and other important information, such as legal, regulatory and tax disclosure, related to an investment in the Partnership, qualify in their entirety any information contained in the Materials on this Website and should be read carefully prior to subscribing for interests in the Partnership.

Any decision to invest in the Partnership should be made after reviewing the Memorandum, conducting such investigations as you, the prospective investor, deem necessary and consulting your own legal, accounting and tax advisors in order to make an independent determination of the suitability and consequences of an investment in the Partnership. Potential investors should carefully review the detailed discussion in the risk factors and potential conflicts of interest section of the Memorandum. None of the Partnership, Montecito or any of their respective affiliates makes any representation or warranty, express or implied, as to the accuracy or completeness of the information contained in the Materials and nothing contained in the Materials on this Website should be relied upon as a promise or representation as to past or future performance of the Partnership or any other entity. Only those representations or warranties that are made to you in a Subscription Agreement, when, as, and if it is executed and accepted by the Partnership, subject to such limitations and restrictions as may be specified in such Subscription Agreement, will have any legal effect.

Unless otherwise indicated, any Material contained on this Website is as of the date indicated therein and may not be updated or otherwise revised to reflect information that subsequently becomes available, or circumstances existing or changes occurring after such date. The posting of any Material does not imply that the information contained therein is correct as of any time subsequent to the date of such Material. Montecito is under no obligation to update the information contained on this Website or to notify you of any subsequent update to this Website.

An investment in the Partnership entails a high degree of risk and no assurance can be given that the Partnership’s investment objective will be achieved or that investors will receive a return of their capital. The Partnership’s performance may be volatile. An investment should only be considered by persons who can afford a loss of their entire investment. When evaluating the performance information contained in the Materials, prospective investors should keep in mind that the Partnership has no operating history and such information contained in the Materials relates to investments that will not be investments of the Partnership, except as specifically described therein. Such performance information is for illustrative purposes only and is not necessarily indicative of future results and there can be no assurance that the Partnership will achieve similar returns. Furthermore, such prior investments may have been made under different market, economic and supply-demand conditions than those in which the Partnership will operate and which may not be replicated.

In considering any performance information and/or past investment activity information contained in this Memorandum, prospective investors should bear in mind that past, estimated or projected performance and past

investment activity information is not necessarily indicative of future results, and there can be no assurance that the Partnership will achieve comparable results or that it will be able to effectively implement its investment objectives.

Statements contained in the Materials (including those relating to current and future market conditions and trends in respect thereof) that are not historical facts are based on current expectations, estimates, projections, forecasts, opinions and/or beliefs. Such statements involve known and unknown risks, uncertainties and other factors, and undue reliance should not be placed thereon.

Certain information contained in the Materials constitute “forward-looking statements”, which can be identified by the use of forward-looking terminology such as “may”, “will”, “should”, “expect”, “anticipate”, “target”, “project”, “estimate”, “intend”, “continue” or “believe” or the negatives thereof or other variations thereon or comparable terminology. Due to various risks and uncertainties, actual events or results, including but not limited to the risk factors set forth in the Memorandum, the actual performance of the Partnership may differ materially from that reflected in such forward-looking statements. As a result, investors should not rely on such forward-looking statements in making their investment decisions. No representation or warranty is made as to future performance or such forward-looking statements.

Certain information contained in the Materials (including certain forward-looking statements and financial, economic and market information) has been obtained from sources prepared by other parties. Except where otherwise indicated herein, the information contained in the Materials is based on matters as they exist as of the date of preparation and not as of any future date, and may not be updated or otherwise revised to reflect information that subsequently becomes available, or circumstances existing or changes occurring after the date hereof. Any use of information, assumptions or analysis from third party sources does not imply any of the Montecito Parties have independently verified or otherwise agrees with such assumptions, analysis or figures. While such information is believed to be reliable for the purposes used in the Materials, none of the Montecito Parties or any of their respective directors, officers, employees, members, partners, shareholders or any affiliate of the foregoing assumes any responsibility for the accuracy or completeness of such information, and such information has not been independently verified by the Montecito Parties.

None of the Materials have been filed with the U.S. Securities and Exchange Commission, any securities administrator under any securities laws of any U.S. or non-U.S. jurisdiction or any other U.S. or non-U.S. governmental or self-regulatory authority. No such governmental or self-regulatory authority will pass on the merits of the offering of the Partnership or the adequacy of the Materials. Any representation to the contrary is unlawful.

The Materials contain confidential, proprietary, and other commercially sensitive information, and shall be kept strictly confidential and not disclosed or disseminated to any entity or individual that is not a recipient of this communication and that has not accepted the terms of this confidentiality agreement without the prior written consent of the Montecito Parties, except as required by law or legal process. Nothing herein shall be construed as granting any rights under any patent, copyright or other intellectual property right of any of the Montecito Parties, nor shall this Agreement grant you any rights in or to the Materials other than the limited right to review such Materials for the purpose of determining whether to invest in the Partnership. The Materials are being provided to you subject to the terms of this confidentiality agreement and other applicable provisions of the applicable agreements to which you are or will become a party or any offering or other materials to which you may have access through this Website. By clicking “I Agree” below you hereby acknowledge and agree that you will, and will cause your representatives and advisors to, use the information provided in the Materials only to evaluate your potential interest in the Partnership and for no other purpose and will not, and will cause your representatives and advisors not to, divulge any such information to any other party.

Notwithstanding the obligation of confidentiality set out above to the contrary, you (and your employees, representatives or other agents) may disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and tax structure of the Partnership or any transactions undertaken by the Partnership, it being understood and agreed, for this purpose, (i) the name of or contact information for, or any other identifying information regarding, the Partnership or any existing or future investor (or any employee or affiliate thereof) in the Partnership, or any investment or transaction entered into by the Partnership, (ii) any performance information relating to the Partnership or its investments, and (iii) any performance or other information relating to previous funds or investments sponsored by any of the Montecito Parties does not constitute such tax treatment or tax structure information. As used in this paragraph, the term “tax treatment” refers to the purported or claimed U.S. federal income tax treatment and the term “tax structure” refers to any fact that may be relevant to understanding the purported or claimed U.S. federal income tax treatment. Nothing in this paragraph shall limit your ability to make any disclosure to your tax advisors or to the U.S. Internal Revenue Service or any other taxing authority.

If any term or provision of the confidentiality agreement contained herein, or any application thereof to any circumstances, shall, to any extent and for any reason, be held to be invalid or unenforceable, the remainder of the confidentiality agreement contained herein, or the application of such term or provision to circumstances other than those to which it is held invalid or enforceable, shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein and each term and provision of the confidentiality agreement contained herein shall be valid and enforceable to the fullest extent permitted by law.

Click **I Agree** to indicate that you: (i) are, or if you are acting as the authorized agent for the prospective investor, the prospective investor is, an “accredited investor” as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended; (ii) are not accessing this information from a jurisdiction in which the Partnership may not lawfully be marketed; and (iii) have reviewed and agree to abide by, and have abided by, each of the terms set forth above.

Click **I Do Not Agree** to exit.