



CONFIDENTIALITY AGREEMENT

Property Name: _____

Colliers International has been retained on an exclusive basis by the Owner (the "Owner") with respect to the offering for sale of the _____ Apartment property in _____, South Carolina (the "Property").

This Confidentiality Agreement is intended solely for your own limited use in considering your pursuit of negotiations to acquire the Property.

The Marketing Information Package, which contains brief, selected information pertaining to the business and affairs of the Property, has been prepared by Colliers International and does not purport to be all-inclusive or to contain all the information that a prospective purchaser may desire. Neither Owner nor Colliers International makes any representation or warranty, expressed or implied, as to the accuracy or completeness of this Marketing Information Package or its contents and no legal liability is assumed or implied with respect thereto.

By your receipt of this Marketing Information Package, you agree that: its contents are confidential; you will hold and treat it in the strictest of confidence; you will not disclose or permit anyone else to disclose this Marketing Information Package or its contents to any other entity without prior written authorization of Colliers International; you will not permit this Marketing Information Package or its contents to be used in any fashion or manner detrimental to the interest of Owner. Photocopying or other duplication is strictly prohibited. If you do not wish to pursue or discontinue negotiations leading to this acquisition, you agree to return this Marketing Information Package to Colliers International, upon our request if deemed necessary.

Accepting party hereby acknowledges that it is a Principal in connection with the potential acquisition of the Property and all commission fees due Colliers International in connection with the sale of the Property shall be paid by the Owner. Principal agrees that neither Colliers International nor Owner shall be responsible for paying any fees to Co-Broker or agents representing Principal.

ACCEPTED AND AGREED BY:

PRINCIPAL: _____

By: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

By: _____

Date: _____

CO-BROKER: _____

By: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

By: _____

Date: _____

Please return via Facsimile to:: 317-639-0504. Attn: Michael B. Drew

Colliers Turley Martin Tucker – One American Square – Suite 1300 – Indianapolis, IN 46282 - Main Phone: 317-639-0470