



TURLEY
MARTIN
TUCKER

CONFIDENTIALITY AGREEMENT

Confidential 1,916 Unit Apartment Portfolio Indianapolis Metropolitan Area, Indiana

Return by Fax to:

Michael B. Drew, CCIM
(317) 639-0504 (Fax)

Colliers Turley Martin Tucker ("CTMT") is acting as the exclusive agent of only the Owner in connection with the proposed property investment referenced above (the "Property" or "Properties").

In its capacity as exclusive agent, CTMT has available for review certain information concerning the Property or Properties, which may include without limitation, the numbered Offering Memorandum or Brochure prepared by CTMT and Owner, various documents, legal instruments, studies, computer output and other materials both written and oral (collectively referred to as "Project Information"). In this connection, we are prepared to consider furnishing the Project Information to Principal and only on the condition that Principal agrees to treat the Project Information confidentially as hereinafter provided. Therefore, as a prerequisite to CTMT furnishing this Project Information to Principal, Principal hereby agrees as follows:

1. All Project Information furnished to Principal will not be used or duplicated by Principal or for any purpose other than evaluating a possible investment in the Property or Properties by Principal. Therefore, Principal agrees to keep all Project Information strictly confidential. Principal will promptly, upon the request of CTMT or Owner, return to CTMT all Project Information furnished to them by CTMT or Owner without retaining copies thereof.
2. Principal agrees not to make any of the Project Information available, or disclose any of the contents of the Project Information to any person as a prospective purchaser or otherwise, nor to disclose to any person that all or any of the properties may be available for sale or other disposition unless such person has been identified to CTMT, such person has produced a written indication of interest and financial ability, and such person has entered into a Confidentiality Agreement with CTMT and Owner. The term "person" as used in this agreement shall include, without limitation, any corporation, company, partnership, REIT, pension fund or advisor, or individual.
3. Although CTMT and Owner endeavor to include in the Project Information known to us which we believe to be relevant for the purpose of your investigation, Principal understands and acknowledges that neither CTMT nor Owner makes any representation or warranty as to the accuracy or completeness of the Project Information. Financial information about the business and projections are not contained in the Project Information but are available from the Owner by written request and at the discretion of the Owner and CTMT. CTMT and Owner make no representations or warranties, expressed or implied, that actual results will conform to any projections implied or otherwise. Owner and CTMT expressly disclaim any and all liability for representations or warranties, expressed or implied, contained in this Project Information, or omissions from this Project Information, or in any other written or oral communications transmitted or made available to Principal. Principal agrees that neither CTMT nor Owner nor any affiliate of CTMT or Owner shall have any liability to Principal or any of its representatives or Related Parties resulting from its use of or reliance upon the Project Information.
4. Owner and CTMT expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property or Properties from Principal, any other person or entity, and/or to terminate discussions with Principal, any other person or entity at any time with or without notice. Without limitation on the remedies against it, **if Principal disregards or breaks the confidentiality or any provision of this Agreement, Principal will be disqualified from consideration for this purchase.**
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

ACCEPTED AND AGREED TO:

PRINCIPAL: _____

_____ Date

By: _____

Printed: _____

Title: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____