

Partners Investment Properties Principal Confidentiality Agreement

Property Description _____

(i.e. location, # of units, price)

We are prepared to furnish you with the "Property Information Detail" in connection with discussions and negotiations concerning, a possible transaction involving the Property only on the condition that you treat such "Property Information Detail" confidentially and agree specifically as follows:

1. The Property Information Detail furnished to you will not be used for any purpose other than to evaluate a possible investment in the Property by you as Principal exclusively for your own account;
2. You will not make any of the Property Information Detail available, or disclose or distribute, either orally or in writing, any of the contents of the Property Information Detail, to any person other than your counsel, analyst(s), equity partners(s), or potential lender(s) (hereinafter "Excluded Persons");
3. You will not disclose to any person, other than the Excluded Persons, wither the fact that discussions or negotiations are taking place concerning a possible investment in the Property by you or any of the terms, conditions or other facts with respect to any such possible investment, including the status thereof;
4. You agree that you will not contact the Seller, Tenants or Property Management Staff of the Property in connection with your review of the Property Information Detail. **Any and all questions must be directed to Partners Investment Properties;**
5. You acknowledge that neither the Seller, not Partners Investment Properties, LLC, nor any affiliate of either such persons, nor any partner, director, officer, employee, agent of or consultant to any such persons (collectively, "Seller/Agent") has made any representation or warranty as to the completeness or accuracy of the Property Information Detail, and any representation or warranty in connection therewith is hereby expressly excluded. The Property Information Detail provided to you is subject to; change of price or terms, withdrawal from market without notice, and prior sale. You agree that the Seller/Agent shall have no liability to you resulting from the delivery to, or use, by you of the Property Information Detail or otherwise with respect thereto, and you agree to defend, indemnify and hold the Seller/Agent harmless from and against all loss, damage or expense sustained or incurred by Seller/Agent by reason of any unauthorized distribution or disclosure of the Property Information Detail by you;
6. We may elect at any time to terminate access to the Property Information Detail, and you agree that you will, following any request by us or if you do not wish to invest in the Property, promptly redeliver to us all written Property Information Detail and any other written material (and agree to delete any analysis contained in a database or spreadsheet type format) containing the Property Information Detail and will not retain copies of such written material; and
7. You acknowledge that you have not dealt with any broker other than Partners Investment Properties, LLC concerning investment in the Property.

Please acknowledge your agreement to and acceptance of the foregoing by signing where indicated below and returning the executed Agreement via facsimile to: 1-800-965-9546.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2005.

Signature: _____

Print Name: _____

Address: _____

Email Address: _____

Phone: _____ **Fax:** _____

PLEASE NOTE: THIS AGREEMENT IS FOR PRINCIPALS ONLY.