

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by Benchmark Realty, LLC., ("Broker"), exclusive listing broker for the Property, and ("Prospective Buyer") regarding the sale of the property known as ("Property") located in Nashville, TN- portfolio of 36 rental properties. The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing agreement with the Owner. **PROSPECTIVE BUYER HAS REQUESTED information from Broker for the purpose of evaluating a possible acquisition of the Property.**

The Owner of the property has instructed Broker to deliver information concerning the Property, much of which is highly confidential, only to those potential purchasers who sign this Agreement. In order to receive Confidential Information ("Confidential Information") please read, sign and return this completed Confidentiality Agreement to Broker. The Confidential Information has been prepared by Broker or Seller for use by a limited number of parties and does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information which prospective Buyers may need or desire.

THEREFORE, THE PARTIES AGREE, in consideration of the covenants and agreements contained herein, as follows:

1. In order to induce Broker to provide confidential information, Prospective Buyer agrees not to disclose or reveal to any other person, firm or corporation or use, directly or indirectly, for their own benefit or the benefit of another, any of the information disclosed to them by Broker without prior written consent of the Broker.

2. Prospective Buyer acknowledges that the restrictions set forth herein are necessary in order to protect Broker and the confidential nature of the information. Prospective Buyer further acknowledges that the information includes confidential financial information that is unique to the business of the property owner and would not be revealed to Prospective Buyers if not for their willingness to agree to the restrictions herein set forth, and they regard such restrictions as reasonable and necessary.

3. Prospective Buyer agrees that Broker shall have the right, in addition to any other available remedies, to obtain injunctions restraining Prospective Buyer from disclosing or using in whole or part, any of the information. In the event that Broker takes legal action to enforce the rights, duties and obligations set forth herein, then Prospective Buyer agrees to pay all costs, fees and expenses in connection with the action by Broker including without limitation attorney's fees.

4. By signing this Confidentiality Agreement, you acknowledge that you are a principal and not an agent of or acting on behalf of any other party in connection with the acquisition. Prospective Buyer further acknowledges that it is not working with any other broker or agent other than the Broker named below in connection with the Property.

5. If Prospective Buyer is a corporation, partnership, limited liability company or other non-natural legal entity, the person(s) signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the information, and who are specifically aware of the Agreement and agree to honor it. Furthermore, Persons signing on behalf of above-referenced entities represent that they have the authority to bind the party for whom they sign.

6. No employee of seller or at the subject property is to be contacted without the written approval of the listing agents and doing so would be a violation of this confidentiality agreement.

7. All information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time, or in any manner, be used for any other purpose.

8. Buyer shall not contact directly any persons concerning the Property, other than Broker, without Broker's or Owner's written permission. Such persons include, without limitation, Property Owner, Owner's employees, suppliers and tenants.

9. No representation is made by Broker or the Seller as to the accuracy or completeness of the information contained herein, and nothing contained herein shall be relied on as a promise or representation as to the future performance of the property.

10. Although the information contained herein is believed to be correct, the Seller and its employees disclaim any responsibility for inaccuracies and expect prospective purchasers to exercise independent due diligence in verifying all such information.

11. This Agreement shall be governed and constructed in accordance with the laws of the State of Tennessee.

12. This constitutes the entire Agreement.

**SIGN & RETURN VIA FAX TO BROKER, MARCIE SWEET at 866-811-3378
or email: msweet@marciesweet.com**

INCLUDE INFORMATION REGARDING YOUR CAPACITY TO PURCHASE PROPERTY

AGREED AND ACCEPTED:

BUYER

BROKER COMPANY NAME

SIGNATURE

BROKER SIGNATURE

PRINT NAME

PRINT BROKER NAME

TITLE

BROKER PHONE

ADDRESS

BROKER FAX

CITY, STATE & ZIP

BROKER EMAIL

PHONE

FAX

EMAIL

DATE: