



CONFIDENTIALITY AGREEMENT

The Dorchester Apartments
Indianapolis, 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").

- 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.
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.
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.
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.
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: _____
E-mail Address: _____
Phone Number: _____ Fax Number: _____