

Name of Prospective Purchaser: _____

Re: Confidentiality Agreement

Dear Prospective Purchaser:

In connection with a possible sale of **Oak Park and Gulf Grove Apartments**, 2009 Waveland Avenue, Waveland, Mississippi (the "Owner") as represented by **Larry G. Schedler & Associates, Inc.** ("Broker"), we understand that the Owner and Broker will be providing you with certain non-public, proprietary and confidential information, which may be written or oral, concerning Owner's business plans, operations and/or financial matters (all of such information is collectively referred to as the "Confidential Information"). You acknowledge that any unauthorized use or disclosure by you of such Confidential Information could have seriously damaging consequences to the Owner.

With these considerations in mind, you agree that _____ ("Prospective Purchaser") and its agents, employees, and representatives will keep confidential, and will not copy or disclose to any third party any of the Confidential Information provided by the Owner or by Broker or the contents of such material, in whole or in part, without the prior written consent of the Owner. You also agree that neither you nor any of your employees or representatives or agents will use any Confidential Information which is obtained in the course of considering a real estate transaction with to the Owner for any purpose other than as may relate to the transaction with the Owner and you will not enter any such Confidential Information into any database for use other than in connection with such transaction. Upon written request from the Owner, you will return the Confidential Information and any copies of any part of it, including any summaries, compilations or excerpts from it.

For purposes of this agreement, "Confidential Information" shall not include information which (a) is or becomes publicly available, (b) is or becomes available to you on a non-confidential basis from a source other than the Owner, and (c) is required to be disclosed by law, provided that you will notify the Owner in advance of making any such disclosure.

You also acknowledge that remedies at law may be inadequate to protect the Owner against a breach or threatened breach of this agreement and that, accordingly, in addition to any other remedy to which the Owner may be entitled by law or in equity, you agree that the Owner shall be entitled to an injunction to prevent any breach of this agreement by you or your representatives without proof of actual damages. If any legal proceeding is brought to enforce this agreement, the prevailing party

Prospective Purchaser


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shall be entitled to recover its attorney's fees, costs and expenses.

No failure or delay of a party in insisting upon the performance of any provision of this agreement, or in exercising any right, power or privilege hereunder shall operate or be construed as a waiver thereof.

Sincerely,



Larry G. Schedler & Associates, Inc.

Agreed and Accepted
By: Prospective Purchaser

Prospective Purchaser's Name: _____ (print)

Prospective Purchaser's Company: _____

Address: _____

Phone #: _____ Fax#: _____

E-Mail Address: _____