

**RESPONSE FORM
AND
CONFIDENTIALITY AGREEMENT**



Fax or email to:
Attention: Cheryl Short/cheryl@larryschedler.com
Fax #: (504) 835-6944

CB Richard Ellis, Inc., a Delaware Corporation, and Larry G. Schedler & Associates, Inc, a Louisiana Corporation have been retained as exclusive brokers for the potential sale of **Tanglewood Apartments**, located in Westwego, Louisiana. We are prepared to furnish you ("Prospective Purchaser" or "Purchaser") with certain material, data and information (herein referred to as the Evaluation Material) in connection with negotiations concerning a possible sale, but only on the condition that you treat such Evaluation Material confidentially as detailed below and confirm certain representations to us. The Evaluation Material has been prepared by CB Richard Ellis and Larry G. Schedler & Associates, Inc. for use by a limited number of parties. It 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 investors may need or desire. No representation is made by CB Richard Ellis and Larry G. Schedler & Associates or Owner as to the accuracy or completeness of the information contained herein, and nothing contained herein is, or shall be relied on as, a promise or representation as to the future performance of the property. Although the information contained herein is believed to be correct, Brokers and Owner, and its employees, disclaim any responsibility for inaccuracies and advise prospective purchasers to exercise independent due diligence in verifying all such information. Further, CB Richard Ellis and Larry G. Schedler & Associates, Owner, and its employees, disclaim any and all liability for representations and warranties, expressed and implied, contained in, or for omissions from, the Evaluation Material or any other written or oral communication transmitted or made available to the recipient. The Evaluation Material does not constitute a representation that there has been no change in the business or affairs of the property since the date of preparation of the Evaluation Material. Analysis and verification of the information contained in the Evaluation Material is solely the responsibility of the prospective purchaser.

This Evaluation Material and the contents, except such information which is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Evaluation Material, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Evaluation Material or any of the contents to any other entity (except to outside advisors retained by you if necessary, for your determination of whether or not to make a proposal and from whom you have obtained an agreement of confidentiality) without the prior written authorization of Owner or CB Richard Ellis and Larry G. Schedler & Associates, and that you will not use the Evaluation Material or any of the contents in any fashion or manner detrimental to the interest of Owner, Larry G. Schedler & Associates or CB Richard Ellis.

Owner, CB Richard Ellis and Larry G. Schedler & Associates each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the property and/or terminate discussions with any entity at any time with or without notice. Owner shall have no legal commitment or obligations to any entity reviewing the Evaluation Material or making an offer to purchase the property unless and until such offer is approved by Owner and the its Corporate Office, a written agreement for the purchase of the property has been fully negotiated, executed, and delivered.

Purchaser acknowledges that CB Richard Ellis and Larry G. Schedler & Associates are acting on behalf of Owner as exclusive brokers in connection with the sale, and also acknowledges that CB Richard Ellis and Larry G. Schedler & Associates are not the agent of the Purchaser. Purchaser agrees to pay all brokerage commissions, finder's fees, and other compensation to which any broker (except CB Richard Ellis and Larry G. Schedler & Associates) finder or other person may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with Purchaser or any of its representatives; and Purchaser agrees to indemnify and hold harmless CB Richard Ellis, Larry G. Schedler & Associates and Owner, their respective affiliates, successors, and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorneys fees arising out of any claim or claims by any broker, finder or similar agent for commissions, fees, or other compensation for bringing about any sale of the property to Purchaser if such claim or claims are based in whole or in part on dealings with Purchaser or any of its representatives.

Accepted and agreed this _____ day of _____, 2010. **Purchaser** By: _____

Fax number: _____

Name: _____ Company: _____

Address: _____ City, State Zip: _____

Phone: _____ Email: _____