

CO-BROKERAGE, CONFIDENTIALITY AND DISCLAIMER AGREEMENT

Colliers Spectrum Cauble Realty, LLC ("CSC") has been retained by the seller of the property known as Uptown Square in Fayetteville, GA ("Property") under an exclusive listing agreement. _____ ("Broker") desires to register with CSC _____ ("Prospective Purchaser") as a potential purchaser of the Property. Upon full execution of this Co-Brokerage, Confidentiality and Disclaimer Agreement CSC agrees to cooperate with Broker with regard to the sale of the property to Prospective Purchaser and to provide the Prospective Purchaser with certain confidential information relative to the Property's status, operations and terms of the sale (collectively "Marketing Information"). Prospective Purchaser's execution of this Agreement shall authorize Broker to serve as agent for the Prospective Purchaser in the sale of the property.

Broker and Prospective Purchaser agree that the Marketing Information will not be used for any purpose other than evaluating a possible purchase of the Property by the Prospective Purchaser and shall at all times keep such information confidential. Broker and Prospective Purchaser acknowledge that the Marketing information is selective and limited in nature, and that neither CSC nor the Seller purport those materials to be an all inclusive report on the Property. Certain leases, documents and other materials may be described in summary form, and such summaries do not purport to constitute a legal analysis of the provisions of those documents. Upon the Seller's authorization, the Prospective Purchaser will be afforded an opportunity to review additional information and to inspect the Property, with the final determination of the Property's status to be made by the Prospective Purchaser based solely on its own independent investigations and due diligence.

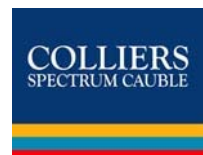
Broker and Prospective Purchaser acknowledge that CSC, the Seller, and their respective officers, employees or agents, do hereby expressly disclaim any and all liability, nor have they made or do make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Marketing Information or the status of the Property. Furthermore, no legal commitments or obligations shall arise by reason of the presentation of the Marketing Information or of any related materials which may have been or will be presented during the marketing of the Property.

Broker and Prospective Purchaser acknowledge that CSC and the Seller expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property's offering, to reject any and all expressions of interest or offers to acquire the Property and/or to terminate discussions with any entity at any time with or without notice. Seller shall have no legal commitment or obligation to any entity reviewing the Marketing Information or making an offer to acquire the Property unless and until a written agreement for such acquisition has been fully executed, delivered and approved by the Seller and any conditions to the Seller's obligations thereunder have been satisfied or waived.

Broker and Prospective Purchaser agree to not disturb any tenants in possession of the Property or employees affiliated with the Property, or to reveal to such tenants or employees that the Property is being offered for sale or any matters relating to the Marketing information.

Broker represents and covenants that the Broker is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be, a duly licensed real estate broker in good standing in accordance with the real estate licensing laws of the state in which the Property is located. Broker represents that the real estate brokerage license information it is providing below is true and correct.

Broker represents and covenants that the Broker's relationship with the Prospective Purchaser is, and at the time of the consummation of any sale of the Property to the Prospective Purchaser will be an "arms length" relationship, wherein the Broker and its affiliates, officers, employees and agents will not and do not participate in the Prospective Purchaser's proposed ownership structure of the Property.



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Broker acknowledges that if the Prospective Purchaser does indeed consummate the purchase of the Property, and if (i) this Agreement is in full force and effect, (ii) the Broker is in compliance with the terms of this Agreement, (iii) the Broker has continued to represent the Prospective Purchaser throughout the negotiations to acquire the Property and at the time of closing of the sale of the Property to the Prospective Purchaser, CSC agrees to pay to the Broker, and the Broker agrees to accept from CSC, a fee of one percent (1.0%) of the gross sale price paid by Prospective Purchaser for the Property. The preceding notwithstanding, Broker hereby acknowledges that (I) CSC's obligation to pay said fee to Broker is contingent upon CSC's receipt from the Seller of the brokerage commission cited in the Exclusive Listing Agreement for the Property, and (ii) said fee to Broker may be adjusted to reflect any collection costs incurred by CSC. CSC shall request of the Seller that the brokerage commission be paid at closing directly to the receiving parties; however, should the Seller require that the brokerage commission be paid to CSC outside of the closing, then Broker shall be paid its above described fee approximately one (1) week following CSC's receipt of the total brokerage commission.

Broker agrees that its authorization to act in any brokerage capacity with respect to the sale of the Property is limited only to the Prospective Purchaser and is expressly governed by the terms of this Agreement.

Broker and Prospective Purchaser hereby indemnify and save harmless CSC, the Seller, and their respective affiliates, officers, employees and agents against and from any loss, liability or expense, including but not limited to attorney's fees, arising out of (I) any claim or loss by any other party if such claim is based in whole or in part on dealings with the Broker or Prospective Purchaser, (ii) any breach of any of the terms of this Agreement by the Broker or Prospective Purchaser.

Broker, Prospective Purchaser and CSC hereby acknowledge their acceptance of the terms and conditions of this Agreement, as evidenced by their respective signatures below.

"BROKER" acceptance:

"PROSPECTIVE PURCHASER" acceptance:

Firm Name: _____

Name: _____

By: _____

Signature: _____

Broker in Charge

Address: _____

Email: _____

Telephone: _____

"CSC" acceptance:

Colliers Spectrum Cauble Realty, LLC

1349 W. Peachtree Street

Suite 100

Atlanta, GA 30309

Fax 404-870-2845

Fax: _____

Email: _____

Brokerage License #: _____

Licensing State: _____

By: _____ Date: _____

