

CONFIDENTIALITY AND DISCLAIMER AGREEMENT

Colliers Spectrum Cauble Realty, LLC (“Listing Agent”) has been retained by the Seller (“Seller”) of the Property (“Property”) known as Uptown Square in Fayetteville, GA under an exclusive listing agreement for the marketing and sale of the Property. Upon full execution of this Confidentiality and Disclaimer Agreement by _____ (“Prospective Purchaser”), Listing Agent agrees to provide the Prospective Purchaser with certain confidential information relative to the Property’s status, operations and terms of sale (collectively “Marketing Information”).

Prospective Purchaser agrees that the Marketing Information will not be used by the Prospective Purchaser for any purpose other than evaluating a possible purchase of the Property by the Prospective Purchaser.

Prospective Purchaser acknowledges that the Marketing Information is selective and limited in nature, and that neither Listing Agent nor the Seller purports 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 be complete, nor necessarily accurate, descriptions of the full agreements involved, nor do they 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 status to be made by the Prospective Purchaser based solely on its own independent investigations and due diligence.

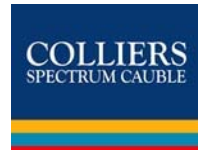
Prospective Purchaser acknowledges that Listing Agent, the Seller, and their respective officers, employees or agents, do hereby expressly disclaim any and all liability, nor have they made or do make any representations or warranties, expressed or implied, as to the accuracy or completeness of the Marketing 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.

Prospective Purchaser acknowledges that Listing Agent and the Seller expressly reserve the right, at their sole discretion, to alter or amend the terms of the Property offering, to reject any and all expressions of interest or offers to acquire the Property and/or 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.

Prospective Purchaser acknowledges that the Marketing Information is the property of Listing Agent and the Seller, and the Prospective Purchaser hereby agrees that the Marketing Information will not be photocopied or otherwise duplicated without the prior written approval of Listing Agent and the Seller. The Marketing Information is to be returned to Listing Agent immediately upon request or when the Prospective Purchaser declines to make an offer to acquire the Property or terminates discussions or negotiations with respect to the Property.

Prospective Purchaser agrees 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.

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Prospective Purchaser acknowledges that it is not represented by a Broker nor shall Prospective Purchaser seek to participate in the brokerage fee paid by Seller in connection with this transaction.

Prospective Purchaser hereby indemnifies and saves harmless Listing Agent, 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 Prospective Purchaser, (ii) any breach of any of the terms of this Agreement by the Prospective Purchaser.

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

PROSPECTIVE PURCHASER ACCEPTANCE:

Name: _____

Address: _____

Signature: _____

Its: _____

Telephone: _____

Fax: _____

E-mail: _____

LISTING AGENT ACCEPTANCE:

Colliers Spectrum Cauble Realty, LLC
5871 Glenridge Drive
Suite 400
Atlanta, GA 30328
tel 404-252-2288
fax 404-252-8666

By: _____

Date: _____

