

Confidentiality Agreement

The Kachina Apartments (Phase I, Phase II, Adjacent Land)
316 Avenue A
Casa Grande, Arizona

The Kachina Apartments and adjacent land (the "Property"), as identified above, is being offered for sale and the "Owner" has retained Crown West Commercial Real Estate ("Crown West") on an exclusive basis to market the Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Crown West. All fees due Crown West in connection with the sale of the Property shall be paid by the Owner.

Crown West has available for review certain information considering the Property which includes brochures and other materials (collectively, "Materials"). Crown West will not disclose such informational Materials to a Potential Purchaser unless and until the Potential Purchaser has executed this Agreement. Upon Crown West's receipt of the executed Agreement, Crown West is prepared to provide the informational Materials for the Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All informational Materials pertaining to the Property, which may be furnished to the Potential Purchaser by Crown West, shall continue to be the property of the Owner and Crown West. The informational Materials will be used solely for the purpose of the Potential Purchaser and may not be copied or duplicated without Crown West's written consent and must be returned to Crown West immediately upon Crown West's request or when the Potential Purchaser terminates negotiations with respect to the Property.
2. The informational Materials are to be held as confidential but may be disclosed to the Potential Purchaser's partners, employees, legal counsel, and lenders or other related parties for the purpose of evaluating the potential purchase of the Property.
3. The Potential Purchaser understands and acknowledges that Crown West and Owner do not make any representations or warranties as to the accuracy or completeness of the informational Materials and that the information used in the preparation of the informational Materials was furnished by Crown West by other sources and has not been independently verified by Crown West or Owner and is not guaranteed as to completeness or accuracy. It is the Potential Purchaser's sole responsibility to conduct its own independent verification and evaluation of the Property.
4. The Potential Purchaser hereby indemnifies and holds harmless Crown West and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees arising out of any breach of any of the terms of this Agreement including, without limitation, claims for brokerage commissions from any agent representing Potential Purchaser.
5. The Potential Purchaser acknowledges that the Property has been offered for sale subject to withdrawal from the market, proper sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser or for any other reason whatsoever, without notice. The Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, religion, or national origin. This Agreement terminates one (1) year from the date hereof except as to the written claims by Owner and Crown West against Potential Purchaser prior thereto.
6. The Property is financed by US Rural Development Housing Services via two loans which may be assumed. Tenant income and rent restrictions will apply to the Property with the assumption of these loans. Additional information shall be provided as part of the informational Materials. The vacant land is not encumbered and is included as part of the transaction.
7. The Potential Purchaser has been advised that Crown West is acting on behalf of the Owner as the exclusive listing broker in connection with the sale of the Property. In the event that the Potential Buyer is represented by a licensed real estate broker ("Buyer's Agent"), Buyer shall be responsible for any and all payment of any commission or fee to Buyer's Agent.

If this Agreement is acceptable, please fax or email one signed copy of this Agreement to Crown West Commercial Real Estate, Attention: Sally Schwenn, sschwenn@crownwest.net or 480-445-0261. You will be contacted upon receipt, and supplied with the information Material.

Potential Purchaser: Accepted and Agreed to This _____ Day of _____ 2010 A _____ (Signature) Name: _____ Title: _____	Company: _____ Address: _____ _____ City, State, Zip: _____ Phone Number: _____ Fax Number: _____ Email: _____
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