



Southeastern Realty Group, Inc. ("Agent") has been engaged as the exclusive agent for the sale of an apartment complex in Orange County, Florida (the "Property").

The Property is being offered for sale, Seller and Agent make no representations or warranties as to the accuracy of the information contained in this Offering Memorandum. The enclosed materials include highly confidential information and are being furnished solely for the purpose of review by prospective purchasers of the interest described herein. Neither the enclosed materials nor any information contained herein is to be used for any other purpose or made available to any other person without the express written consent of Seller. Each recipient, as a prerequisite to receiving the enclosed, must be registered with Agent as a "Prospective Purchaser" or as "Prospective Purchaser's Broker" for an identified "Prospective Purchaser". The use of this Offering Memorandum and the information provided herein is subject to the terms, provisions and limitations of the Confidentiality Agreement furnished by Agent prior to delivery of this Offering Memorandum.

Prospective Purchaser has authorized _____ (hereinafter referred to as "Prospective Purchaser's Broker") as its exclusive broker, agent, or advisor in its negotiations concerning the Property. The marketing information furnished to Prospective Purchaser's Broker will not be used by Prospective Purchaser's Broker for any purpose other than for evaluating a possible transaction involving the Property with the Prospective Purchaser.

The enclosed materials are being provided solely to facilitate the Prospective Purchaser's own due diligence for which it shall be fully and solely responsible. The material contained herein is based on information and sources deemed to be reliable, but no representation or warranty, express or implied, is being made by Agent or Seller or any of their respective representatives, affiliates, officers, employees, shareholders, partners and directors, as to the accuracy or completeness of the information contained herein. Summaries contained herein of any legal or other documents are not intended to be comprehensive statements of the terms of such documents, but rather only outlines of some of the principal provisions contained therein. Neither Agent nor Seller shall have any liability whatsoever for the accuracy or completeness of the information contained herein or any other written or oral communication or information transmitted or made available or any action taken or decision made by the recipient with respect to the Property. Interested parties are to make their own investigations, projections, and conclusions without reliance upon the material contained herein.

Seller reserves the right, at its sole and absolute discretion, to withdraw the Property from being marketed for sale at any time and for any reason. Seller and Agent each expressly reserves the right, at their sole and absolute discretion, to reject any and all expressions of interest or offers regarding the Property and/or to terminate discussions with any entity at any time, with or without notice. This Offering Memorandum is made subject to omissions, correction of errors, change of price or other terms, prior sale, or withdrawal from the market without notice. Agent is not authorized to make any representations or agreements on behalf of Seller.

Seller shall have no legal commitment or obligation to any interested party reviewing the enclosed materials, performing additional investigation and/or making an offer to purchase the Property unless and until a binding written agreement for the purchase of the Property has been fully executed, delivered, and approved by Owner and any conditions to Owner's obligations thereunder have been satisfied or waived.

By taking possession of and reviewing the information contained herein, the recipient agrees that (a) the enclosed materials and their contents are of a highly confidential nature and will be held and treated in the strictest confidence and shall be returned in their entirety, including all originals and photocopies to Agent or Seller promptly upon request; (b) the recipient shall not contact current employees, independent contractors or tenants of the Property directly or indirectly regarding any aspect of the enclosed materials or the Property without the prior written approval of Seller; (c) the recipient shall make no attempt to visit the Property and/or grounds, except anonymously, without the prior written approval of Seller; and (d) no portion of the enclosed materials may be copied or otherwise reproduced without the prior written authorization of Seller or Agent.

Seller shall be responsible for payment of any commissions due to Agent in connection with a conventional sale of the Property through a contract for purchase and sale. A 1% co-brokerage commission is available from the Agent to a Prospective Purchaser's Broker. Each Prospective Purchaser shall be responsible for any other claims for payment of commissions or compensation by any other broker or agent in connection with a conventional sale of the Property through a contract for purchase and sale.

Any Prospective Purchaser's Broker who is affiliated with or under the same ownership as the Prospective Purchaser is not entitled to a co-brokerage commission from Agent.

ACKNOWLEDGED AND AGREED THIS _____ DAY OF _____, 2010.

Prospective Purchaser

Prospective Purchaser's Broker (If Any)

Authorized Signatory (Principal)

Authorized Signatory (Broker)

Printed Or Typed Name

Printed Or Typed Name

Street Address

Street Address

City/State/Zip

City/State/Zip

Telephone/Fax Number

Telephone/Fax Number

Email Address

Email Address

Please Return To:
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