WALKER & DUNLOP
INVESTMENT SALES

Tower Place 200
3348 Peachtree Road, Suite 900
Atlanta, GA 30326
Phone: 678•992-2000
Fax: 404•264-6310

PRINCIPAL CONFIDENTIALITY AGREEMENT
Victoria Grand Apartments
(the "Property")

Walker & Dunlop Investment Sales, LLC ("Broker"), agent for the owner of the Property ("Owner"), is prepared to furnish you with certain information relating to your potential acquisition (Proposed Transaction) of the above referenced Property (the "Property"). All such information obtained from, or by meeting with, Broker, Owner or their respective officers, employees, advisors, attorneys, agents, representatives, affiliates or subagents is herein collectively referred to as the "Information".

As a condition to Broker furnishing any Information to you, you agree that all the Information will be treated as strictly confidential and will not be disclosed by you or your directors, officers, employees, affiliates, agents, advisors, clients, consultants or representatives (collectively, "Representatives") except as specifically permitted by the terms hereof. You agree that you and your Representatives will use the Information solely for the purpose of making an evaluation of the feasibility of the Proposed Transaction. You will not use the Information in any way detrimental to Broker or the Owner.

The term "Information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by you or your Representatives, (ii) was available to you or your Representatives on a non-confidential basis prior to its disclosure to you by Broker, or (iii) becomes available to you or your Representatives on a non-confidential basis from a source other than Broker or Owner or their representatives, provided that such source was not itself bound by an obligation of confidentiality owed to Broker or Owner.

You further agree that you and your Representatives will not, without obtaining the prior written consent of Broker, directly or indirectly contact or participate in discussions with any person who is a party of the Proposed Transaction. Neither you nor your Representatives will contact the tenants, leasing agents or property management staff of the Property in connection with your review of the Information. Any and all questions related to the evaluation of the Information must be directed solely to Broker, unless otherwise advised by Broker.

Immediately upon the written request of Broker at any time, you will deliver to Broker all documents and written information constituting Information previously furnished by Broker or its agents to you or your Representatives or Prospects, without retaining any copy thereof, or, if Broker so directs, you will destroy all such written documents and information.

Neither Broker nor any other persons disclosing Information to you or your Representatives makes any warranty or representation whatsoever as to the accuracy or completeness of the Information. You agree that neither Broker, Owners, nor any of their respective directors, officers, representatives, agents, attorneys, advisors, affiliates or subagents, shall have any liability to you or any of your Representatives resulting from the use of the Information by you or such Representatives.

Broker reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive agreement with respect to the Proposed Transaction without prior notice to you. Nothing herein shall imply any agreement on the part of Owner to enter into the Proposed Transaction with you or to pay any commissions, finder's fees or other compensation or fees to any person.

Accepting party hereby acknowledges that it is a principal or an investment advisor acting in a fiduciary capacity on behalf of a principal in connection with the possible acquisition of Property. Accepting party shall be responsible for the payment of any brokerage fee, commission or other compensation to any broker (other than Broker and his affiliates), who has introduced them to the Property and further agrees to indemnify and hold harmless Broker, Owner and their respective directors, officers, representatives, agents, attorneys and/or advisors from and against any and all claims made by such broker with respect to the Proposed Transaction. Broker and Owner reserve the right to take any action, whether in or out of the ordinary course of business, which Broker or Owner deems necessary or prudent in connection with the Property.

The Parties to this Agreement agree that pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

This agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

All prospective purchasers desiring access to complete sales materials should execute a Confidentiality Agreement and email it to sales@walkeranddunlop.com, or fax it to (404) 264-6310. Upon receipt and approval, we will provide you with online access to the underwriting materials.

_____
Prospective Purchaser/Entity (Print Name)

_____
Street Address

_____
City, State, Zip Code

_____
Email Address
www.walkerdunlop.com

_____
Authorized Signatory for Purchaser Entity (Signature)

_____
Purchaser/Entity (Print Name & Title)

_____ _____
Phone No. Fax No.

_____
Web Site

ACKNOWLEDGED AND AGREED ON _____
Date