

CONFIDENTIALITY AGREEMENT

This will serve to confirm our agreement concerning certain material, data and information (the "Offering Materials") which New South Properties of the Carolinas, LLC ("New South Properties") and its client (the "Owner") may make available to _____ ("Prospective Purchaser") for study in connection with a possible purchase by Prospective Purchaser of property located at _____ ("Property").

New South Properties is prepared to furnish Prospective Purchaser with the Offering Materials in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that Prospective Purchaser treat such Offering Materials confidentially and confirm certain representations to New South Properties. Therefore, as a prerequisite to New South Properties' furnishing to Prospective Purchaser the Offering Materials, Prospective Purchaser hereby represents and agrees as follows:

1. The Offering Materials furnished to Prospective Purchaser will be used by Prospective Purchaser solely for evaluating a possible transaction exclusively for its own account, as principal in the transaction, and not as broker or agent for any other person. Therefore, Prospective Purchaser agrees to keep all Offering Materials strictly confidential; provided, however, that any such Offering Materials may be disclosed to Prospective Purchaser's directors, officers or employees, as well as its counsel, accounting firms and financial institutions ("Representatives") who need to know such information for the purpose of assisting Prospective Purchaser with a possible purchase of the Property. Such directors, officers, lawyers, financial institutions and accountants shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed by Prospective Purchaser to treat hold such information in strict confidence. Prospective Purchaser agrees to be responsible for any breach of this Agreement by any of its Representatives. Prospective Purchaser agrees not to disclose that Owner and the Prospective Purchaser may be considering a transaction or have had, are having, or propose to have any discussions with respect thereto. Prospective Purchaser agrees not to copy or duplicate the Offering Materials and to return the Offering Materials to New South Properties if Prospective Purchaser decides to discontinue discussions, or if requested by New South Properties.
2. Although New South Properties has endeavored to include information which New South Properties believes to be relevant for the purpose of helping Prospective Purchaser in Prospective Purchaser's evaluation of the Property for possible purchase, Prospective Purchaser understands and acknowledges that neither the Owner of the Property nor New South Properties make any representation or warranty to Prospective Purchaser with respect to any of the Offering Materials. Prospective Purchaser agrees that Owner and New South Properties shall not have any liability to Prospective Purchaser as a result of its Prospective Purchaser's use of the Offering Materials, and it is understood that Prospective Purchaser is expected to perform and be responsible for such due diligence investigations and inspections of the Property as it deems necessary or desirable and as permitted by agreement with the Owner of the Property.

3. This Agreement shall be inoperative as to particular portions of the Offering Material if such information (i) becomes generally available to the public other than as a result of a disclosure by Prospective Purchaser or its Representatives in violation of this Agreement, (ii) was available to Prospective Purchaser on a non-confidential basis prior to its disclosure by Prospective Purchaser or its Representatives or (iii) becomes available to Prospective Purchaser on a non-confidential basis prior to its disclosure by Prospective Purchaser or its Representatives when such source is entitled to make such disclosure.
4. The Prospective Purchaser acknowledges that damages alone may be an inadequate remedy for any breach by it or its representatives, employees, agents or consultants of the terms of this agreement and agrees that, in addition to any other remedies that Owner may have, Owner shall be entitled to injunctive relief in any court of competent jurisdiction against any breach of this Agreement by the Prospective Purchaser.
5. Nothing in this Agreement shall be construed as an agreement or obligation on the part of Owner to sell, or the Prospective Purchaser to purchase, any interest in the Property on any terms.
6. Prospective Purchaser warrants and represents that no broker or agent represents it or will represent it in any transaction involving the Property.

New South Properties of the Carolinas, LLC

Stephen M. Slattery

ACCEPTED AND AGREED TO

THIS _____ DAY OF _____, 20____

(Signature)

BY: _____ (PRINTED NAME)

TITLE: _____ COMPANY: _____

PHONE: _____ EMAIL: _____