

# CONFIDENTIALITY AGREEMENT

**Fax Response to: Steelhead Capital-Investment Advisory Services**

**Attn: Matthew McLeod**

**Fax #: (415) 398-2279**

**Re: Villa Solara Apartments**

This Confidentiality Agreement ("Agreement") will serve to confirm your agreement concerning certain information which we will make available to you for evaluation in connection with a possible purchase (the "Proposed Transaction") of the real property known as Villa Solara and located 1433 South 107<sup>th</sup> East Avenue, Tulsa, Oklahoma(the "Property") from the owner thereof (the "Owner").

1. In connection with your indication that you may have an interest in acquiring the Property, Steelhead Capital, Inc. ("Broker"), is prepared to furnish you with certain information relating to the Property and the Proposed Transaction. All such information obtained from, or by meeting with, Brokers, Owner or their respective officers, employees, advisors, attorneys, agents, partners, representatives, affiliates or subagents in herein collectively referred to as the "Material". All Material, in whatever form provided, shall remain the property of the Owner and must be returned to Broker and Owner immediately upon Broker's or Owner's request or when you terminate negotiations with respect to the Proposed Transaction.
2. As a condition to Broker furnishing any Material to you, you agree that (i) all the Material 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") to any person except as specifically permitted by the terms of this Agreement (ii) you and your Representatives will use the Material solely for the purpose of evaluating the feasibility of the Proposed Transaction and will not use the Material in any way detrimental to Broker or Owner, (iii) the Material will be disclosed only to such Representatives who need to examine the Material for the purpose of evaluating the feasibility of the Proposed Transaction. Before being provided with any Material, you shall inform each Representative of the confidential nature of the Material and the terms of this Agreement, will be given a copy of this Agreement, and shall be directed by you to treat the Material confidentially and shall agree to abide by the provisions of this Agreement. You shall be responsible for any violation of this provision by your Representative.
3. The term "Material" 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 from a source other than Broker or Owner or their representatives, provided that such source was not itself bound by an obligation of the confidentiality owed to Broker or Owner.
4. 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 Material or the Proposed Transaction. Any and all questions related to the evaluation of the Material or the Proposed Transaction must be directed solely to Broker or Owner, unless otherwise advised by Broker or Owner.
5. Neither Broker, Owner, or any other person disclosing Material to you or your Representatives makes any warranty or representation whatsoever as to the accuracy or completeness of the Material. You acknowledge that a portion of the information used in the preparation of the Materials was furnished by others and has not been independently verified and is not guaranteed as to completeness or accuracy. You agree that neither the Broker, Owner, nor any of their respective directors, officers, representatives, agents, attorneys, advisors, partners, affiliates, or subagents, shall have any liability to you or any of your Representatives resulting from the use of the Material by you or your Representatives.
6. The undersigned acknowledges that it is a principal or an investment advisor in connection with the Proposed Transaction and agrees that it will not look to the Owner or Broker for any fees or commissions in connection with the Proposed Transaction. You agree to indemnify, defend, and hold Broker and Owner and their respective affiliates and successors and assigns harmless from and against any loss, liability or expense, including attorney's fees, arising out of any (i) breach of any of the terms of this Agreement and (ii) claim(s) by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the you or any of you Representatives for commissions, fees or other compensation for the sale or proposed sale of the Property to you.

ACCEPTED AND AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_