



## CONFIDENTIALITY AND DISCLAIMER AGREEMENT

This will confirm your agreement concerning certain information and data (herein "Evaluation Material") which Love Properties, Inc. ("Broker") will provide for the evaluation of a possible purchase by you of the following apartment property ("Property"):

Wilshire Woods Apartments  
2560 Rocky Creek Road  
Macon, Bibb County, Georgia

You should be aware that the Property is being sold in "As Is" condition with all faults, without representation or warranties of any kind or nature, except warranty of title.

Broker will furnish you with the Evaluation Material in connection with a possible transaction concerning the Property only under the condition that the terms and representations contained in this agreement are agreed to and confirmed. The Broker represents the owner of the Property.

The Evaluation Material is furnished to you solely for the purpose of evaluating a possible purchase of the Property as a principal and, as such, is not to be used for any other purpose. The Evaluation Material is also not to be duplicated or made available to any person, except those employed or contracted by you to assist in the purchase of the Property, without the express written consent of the Broker. The Evaluation Material shall be returned promptly to the Broker upon request.

The Evaluation Material is provided by the Broker, for your convenience, is based upon information obtained from sources believed to be reliable. Although the Broker believes the Evaluation Material to be accurate, no warranty or representation is made to its accuracy or completeness. You are expected to make your own investigations, projections, and conclusions without reliance on the Evaluation Material. You also agree not to contact any on-site personnel of the Property without the express written consent of the Broker.

The owner of the Property reserves the right to withdraw the Property from the market at any time without notice, to reject all offers, to terminate discussions with any entity at any time with or without notice and to accept any offer without regard to the relative price and terms of any other offer. Further, you agree the Broker nor the owner of the Property shall have any legal commitment or obligation to you or any purchaser reviewing the Evaluation Material or making an offer to purchase the Property unless and until a written agreement for the purchase of the Property has been fully executed, delivered, and approved by the owner.

**AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2014**

**Company:** \_\_\_\_\_

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

Please sign and return by fax (770) 457-4394 or e-mail [lkurth@loveproperties.com](mailto:lkurth@loveproperties.com)