



RE: Columbia, South Carolina

Dear Potential Purchaser/Reviewer:

The material contained herein and the all material to be presented hereafter to the undersigned Purchaser/Reviewer ("Purchaser") associated with the 2 Property Portfolio located in Columbia, South Carolina ("Property") is confidential and is presented strictly as information for the exclusive use of the Purchaser. Acceptance by the Purchaser of this information and all information associated with the Property provided hereafter constitutes an agreement not to divulge, share or distribute the information to any other party, except legal counsel and financial advisors, without the specific written authorization of the Seller or Midcoast Properties, Inc. ("Broker").

The materials herein have been obtained from sources believed to be reliable. Nevertheless, neither the Seller nor Broker make any warranties or representations, expressed or implied, concerning the accuracy or completeness of this information. This document is submitted subject to errors, omissions, changes in price; rental, market or otherwise and withdrawal without notice.

No broker or agent, other than Midcoast Properties, Inc., Seller's exclusive representative, is authorized to present this investment opportunity. If Purchaser is represented by a Broker Agent, Purchaser shall be responsible for its fees. Midcoast Properties, Inc. does not offer subagency.

Purchaser should be aware that the owner, ("Seller") of the Property is selling the property in "AS IS" CONDITION WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXCEPT WARRANTY OF TITLE. Prior to and/or after contracting to purchase as appropriate, Purchaser shall be given a reasonable opportunity to inspect and investigate the Property and all improvements thereon, either independently or through agents of choosing.

The Purchaser agrees that, except as specifically set forth below, all confidential Information shall be used by the Purchaser solely for the purpose stated above. The Purchaser further agrees not to disclose any of the Confidential Information without the prior written consent of the Owner, which consent can be arbitrarily withheld, to any third party (including, without limitation, any member of the brokerage community and/or the print or electronic media, other than (i) if Purchaser is a corporation or partnership, its officers, directors, shareholders or partners (as the case may be) and (ii) Purchaser's attorneys, accountants and financial advisors (collectively, the Representatives) in each case who (i) have a need to know the confidential Information for the purpose stated above and (ii) have entered into an agreement with the Owner in the form of this Agreement prior to being delivered or disclosed any confidential information.

Purchaser shall not be entitled to, and should not, rely on the Seller, or its agents as to the (i) the quality, nature, adequacy and physical condition of the Property including, but not limited to the structural element, foundation, roof, appurtenances, access, landscaping, parking facilities and the electrical, HVAC, plumbing, sewage, and utility systems, facilities and appliances. (ii) the quality, nature adequacy and physical condition of soils and geology and the existence of ground water, (iii) the existence, quality, nature adequacy and physical condition of utilities serving the Property, (iv) the zoning or the legal status of the Property, (v) the Property's or its operations' compliance with applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental, quasi-governmental entity or any person or entity, (vi) the quality of any labor and materials, (vii) the compliance of Property with any environmental protection, pollution or

land use laws, rules regulations, orders or requirements including but not limited to those pertaining to the handling, generating, storing or disposing of any hazardous materials, and (vii) except as expressly provided otherwise in an executed contract of sale, the condition of title and the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition restriction and any other matter affecting the title.

Any offer to buy must be: (1) presented in the form of a non-binding letter of intent, (2) incorporated in a formal written contract of purchase and sale to be prepared by or on behalf of the Seller and executed by both parties; and (3) approved by Seller, and such other parties who may have an interest in the Property. Neither the prospective Purchaser nor Seller shall be bound until execution of the contract of purchase and sale, which contract shall supersede prior discussions and constitute the sole agreement of the parties.

The information provided and to be provided with respect to the Property being marketed was obtained from a variety of sources and SELLER AND ITS AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

If the above meets with your approval, please execute below in the appropriate space, and **fax** back to Broker at **843-342-7680**. A full confidential packet will be sent to you either by email or priority mail. Thank you.

Purchaser/Reviewer: _____

By: _____

Address: _____

email: _____

Fax: _____

Date: _____

Phone: _____

MIDCOAST PROPERTIES, INC.

By: _____
Dale C. Eisenman

Fax: (843) 342-7680

Date: _____

Phone: (843) 342-7650

dale@midcoastproperties.com

2 Property Portfolio