

**CONFIDENTIALITY AGREEMENT
(INCLUDES BUYER'S BROKER)**

This Confidentiality Agreement ("Agreement") is for the benefit of **Stout Oregon Special Marital Property Trust**, an Oregon Limited Liability Company ("Owner") and is entered into by _____, a _____ ("Prospective Buyer") (collectively, "Parties" and individually, "Party") effective as of this ___ day of _____, _____.

RECITALS

A. Owner is the owner of certain real property commonly known as the **Sunnyview Village Apartments** located at 4200 Sunnyview Road NE, Salem, Oregon ("Property"). Prospective Buyer has expressed interest in buying the Property. Prospective Buyer has requested that Owner provide certain information related to the Property so that Prospective Buyer may determine whether it desires to enter into an agreement to buy the Property (collectively "Confidential Information").

B. Owner will provide certain Confidential Information to Prospective Buyer to allow Prospective Buyer to complete its due diligence, subject to Prospective Buyer entering into this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other valuable consideration, Prospective Buyer covenants and agrees as follows:

1. Prospective Buyer will treat as confidential and cause its directors, officers, members, partners, employees, agents or other representatives and their respective directors, officers, members, partners, employees, agents or representatives (individually "Representative" and collectively "Representatives"), in each case who receive the information to treat as confidential:

- (i) any Confidential Information (whether written or oral) furnished or provided to Prospective Buyer by Owner regarding the Property; and,
- (ii) all analysis, compilations, studies, reports or other documents or records prepared by Prospective Buyer or the Representatives of each which contain or otherwise reflect, or are generated, from any such Confidential Information provided by Owner (collectively "Material");

Prospective Buyer acknowledges and agrees that the Confidential Information and Material contain information which is a valuable asset of Owner, has competitive value, and is of a confidential nature.

2. Without the prior written consent of Owner, Prospective Buyer and Each of its Representatives shall not disclose to any person all or any portion of the Confidential Information or Material, or otherwise make any disclosure (whether written or oral) with respect to the Confidential Information or Material or matters contemplated by this Agreement; provided, however, that Prospective Buyer may disclose the Confidential Information or Material or portions thereof and any other matter or information otherwise proscribed by the provisions hereby under the following circumstances:

(i) To Prospective Buyer's Representatives and to the existing and prospective owners, purchasers, investors and lenders of Prospective Buyer and Prospective Buyer's Representatives who necessarily need to know such information (a) for purposes of providing, financial or other advice to Prospective Buyer in connection with the due diligence contemplated by this Agreement or (b) in connection with the due diligence for any transaction involving Prospective Buyer or the Property.

(ii) As required by law, if and only to the extent that it has received an opinion of legal counsel reasonably satisfactory to Owner to the effect that any such disclosure or other action is required by law, and in any event, only after prior written notice to and consultation with Owner; and

3. For purposes of the foregoing, Prospective Buyer acknowledges and agrees that each of its Representatives shall: (i) be informed of the confidential nature of the Confidential Information and Material; (ii) be directed to treat the Confidential Information and Material as confidential and not use the same other than for the purposes expressly described herein, and not to take any other actions otherwise proscribed by the provisions of this Agreement.

4. Prospective Buyer and its Representatives will use the Confidential Information and Material solely for the purposes of analyzing the potential purchase of the Property, and not in any way directly or indirectly detrimental to Owner or any of Owner's Representatives, it being agreed that use of such information in connection with decisions concerning the potential purchase of the Property shall not be deemed to be detrimental.

5. Prospective Buyer acknowledges and agrees that neither Owner nor any partner, employee, or agent of Owner has made any representation or warranty as to the accuracy or completeness of the Confidential Information and that no liability or other obligation shall result to Owner from the use of the Confidential Information or Material, except as may expressly be set forth in a definitive and executed purchase and sale agreement between Prospective Buyer and Owner.

6. Prospective Buyer agrees that monetary damages will not be sufficient to remedy any breach of this Agreement by it or its Representatives and that Owner shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

7. Prospective Buyer agrees to deliver to Owner, within five (5) days of receipt of written request from Owner, all of the Confidential Information, including all originals, excerpts and copies thereof, provided pursuant to this Agreement, and will destroy all Material and excerpts and copies thereof: provided, however, that Prospective Buyer shall be entitled to retain one copy of the same in the event that Prospective Buyer and Owner execute a purchase and sale agreement.

8. This Agreement shall not be deemed to apply to information which is or becomes available to Prospective Buyer as public knowledge or through a source (other than Owner or its Representatives) who is not bound by this Agreement and who, insofar as is known to Prospective Buyer after reasonable inquiry, is not prohibited from transmitting the information by a contractual, legal or fiduciary duty, and such information shall not constitute Confidential Information.

9. This Agreement shall inure to the benefit of, and shall be enforceable by, Owner and any successor and assign of Owner.

10. This Agreement may be executed and delivered by fax, email, or in hard copy and shall be considered an original instrument.

11. This Agreement shall be governed by and construed under the laws where the property is located without regard to conflict of law provisions. The invalidity of any term of this Agreement shall not affect the validity of its remaining terms, which shall remain in full force and effect to the fullest extent permissible under applicable law. Prospective Buyer acknowledges that it has reviewed and approved this Agreement, and agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

12. In the event legal proceedings are instituted to enforce any provision of this Agreement or to determine any Party's rights or obligations under this Agreement, the prevailing Party in such proceeding shall be entitled to its costs, including reasonable attorneys' fees, in addition to such other relief as may be granted.

13. Prospective Buyer hereby represents and warrants that the individual signing this Agreement on its behalf is authorized to do so by all necessary corporate, partnership or other action, and that this Agreement shall constitute a binding agreement, enforceable in accordance with its terms.

14. Buyer's Broker is executing this Agreement intending to be fully bound to each of the covenants and agreements of Prospective Buyer set forth herein. **They also agree that they are not allowed to market the disclosed property information to any other party other than the "Prospective Buyer" listed below without first getting a separate Confidentiality Agreement signed by any other prospective party. Additionally, by signing below, Buyer's Broker agrees that there is a one percent (1.25%) commission available to Buyer's Broker from Seller.**

IN WITNESS WHEREOF, the Prospective Buyer has entered into this Agreement on the date first written above with the intent to be legally and equitably bound.

PROSPECTIVE BUYER:

By: _____
Printed Name: _____
Title: _____
Company: _____
Address: _____
City, State, Zip _____
Email: _____
Date: _____

PROSPECTIVE BUYER BROKER:

By: _____
Printed Name: _____
Title: _____
Company: _____
Address: _____
City, State, Zip _____
Email: _____
Date: _____