

MALLARD COVE & PARKWOOD APARTMENTS

FAX RESPONSE FORM AND CONFIDENTIALITY AGREEMENT

Fax back to: CB Richard Ellis
National Tax Credit Advisory Group

Attention: Thomas G. Fischer

Fax #: 614-224-1767

CB Richard Ellis, Inc., a Delaware Corporation, has been retained as exclusive broker for the potential sale of **Mallard Cove and Parkwood Apartments located in Caldwell and Nampa, Idaho**, respectively. We are prepared to furnish you (“Prospective Purchaser” or “Purchaser”) with certain material, data and information (herein referred to as the Evaluation Material) in connection with negotiations concerning a possible sale, but only on the condition that you treat such Evaluation Material confidentiality as detailed below and confirm certain representations to us. CB Richard Ellis has prepared the Evaluation Material for use by a limited number of parties. It does not purport to provide a necessarily accurate summary of the property or any of the documents related thereto, nor does it purport to be all-inclusive or to contain all of the information that prospective investors may need or desire. All projections have been developed by CB Richard Ellis, or Owner and designated sources and are based upon assumptions relating to the general economy, competition, and other factors beyond the control of such parties, and therefore are subject to variation. Neither CB Richard Ellis nor Owner makes any representation as to the accuracy or completeness of the information contained herein, and nothing contained herein is, or shall be relied on as, a promise or representation as to the future performance of the property. Although the information contained herein is believed to be correct, Broker and Owner, and its employees, disclaim any responsibility for inaccuracies and advise prospective purchasers to exercise independent due diligence in verifying all such information. Further, CB Richard Ellis, Owner, and its employees, disclaim any and all liability for representations and warranties, expressed and implied, contained in, or for omissions from, the Evaluation Material or any other written or oral communication transmitted or made available to the recipient. The Evaluation Material does not constitute a representation that there has been no change in the business or affairs of the property since the date of preparation of the Evaluation Material. Analysis and verification of the information contained in the Evaluation Material is solely the responsibility of the prospective purchaser.

This Evaluation Material and the contents, except such information that is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Evaluation Material, you agree that you will hold and treat it in the strictest confidence, that you will not photocopy or duplicate it, that you will not disclose the Evaluation Material or any of the contents to any other entity (except to outside advisors retained by you if necessary, for your determination of whether or not to make a proposal and from whom you have obtained an agreement of confidentiality) without the prior written authorization of Owner or CB Richard Ellis, and that you will not use the Evaluation Material or any of the contents in any fashion or manner detrimental to the interest of the Owner or CB Richard Ellis.

Owner and CB Richard Ellis each expressly reserve the right, at their sole discretion, to reject any or all expressions of interest or offers regarding the property and/or terminate discussions with any entity at any time with or without notice. Owner shall have no legal commitment or obligations to any entity reviewing the Evaluation Material or making an offer to purchase the property unless and until such offer is approved by Owner and its Corporate Office, a written agreement for the purchase of the property has been fully negotiated, executed, and delivered.

Purchaser acknowledges that CB Richard Ellis is acting on behalf of Owner as exclusive broker in connection with the sale, and also acknowledges that CB Richard Ellis is not the agent of the Purchaser. Purchaser agrees to pay all brokerage commissions, finder's fees, and other compensation to which any broker (except CB Richard Ellis) finder or other person may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with Purchaser or any of its representatives; and Purchaser agrees to indemnify and hold harmless CB Richard Ellis and Owner, their respective affiliates, successors, and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorney's fees arising out of any claim or claims by any broker, finder or similar agent for commissions, fees, or other compensation for bringing about any sale of the property to Purchaser if such claim or claims are based in whole or in part on dealings with Purchaser or any of its representatives.

Accepted and agreed this _____ day of _____, 2008

Purchaser:

By: _____ Address: _____

Name: _____

Company: _____ Phone: _____

Title: _____ Email: _____