

<b>FACSIMILE</b>	
<b>TO:</b>	<b>ATTN: Nicole Naumann</b>
<b>FAX:</b>	<b>615.255.4610</b>
<b>FROM:</b>	

**CONFIDENTIALITY AGREEMENT**  
**AAA Self Storage – Lebanon Portfolio**

This CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2009 by the undersigned (the "Prospective Purchaser") to and for the benefit of CB RICHARD ELLIS, INC. (the "Broker"), AAA Self Storage LLC (the "Owner"), and their respective successors and assigns.

RECITALS

WHEREAS, the Owner is the owner of the property commonly known as the AAA Self Storage, located at 109 Bay Court, Lebanon TN; 105 Cedarwood Dr, Lebanon TN; 806 Phelan Dr, Lebanon TN; and 218 East High St, Lebanon TN (the "Property") and the Broker is the listing broker for the Property.

WHEREAS, the Prospective Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Property. The Owner has instructed Broker to deliver information concerning the Property only to those potential purchasers who sign this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Prospective Purchaser hereby covenants and agrees as follows:

1. The Recitals above are true and correct and are incorporated herein by reference.
2. Prospective Purchaser will not disclose, permit the disclosure of, release, disseminate, or transfer any information, which is not readily available to the general public, that is (a) obtained in connection herewith, now or in the future, (including, without limitation, (i) any Offering Memorandum, and (ii) any and all leases, loan documents, income and expense statements or other similar documents prepared in connection with the Property), or (b) otherwise provided, now or in the future, by or through the Broker and/or Owner (all of the foregoing materials, collectively, the "Information") to any person or entity; excluding, however, attorneys, consultants or other advisors retained by Prospective Purchaser for the limited purpose of assisting Prospective Purchaser in evaluating a possible acquisition of the Property (such parties, hereinafter, collectively, the "Consultants").
3. The Prospective Purchaser, and any individual executing this Agreement on its behalf, will only provide Information to a Consultant (or Consultants) from whom Prospective Purchaser has obtained an agreement of confidentiality that such Consultant(s) shall not photocopy, duplicate, disclose or otherwise distribute, disseminate, publish or circulate any of the Information without the prior written consent of Owner.
4. Prospective Purchaser understands, acknowledges and agrees that all Information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
5. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Property, and it shall not at any time or in any manner be used for any other purpose.
6. Without Broker's or Owner's written permission, Prospective Purchaser shall not contact directly any persons concerning the Property (including, without limitation, Owner's members, officers, employees, suppliers, and tenants) other than the Broker.
7. Prospective Purchaser acknowledges that it is a principal and not an agent on behalf of any other party in conjunction with the purchase of the Property (except advisors working on behalf of their pension fund clients). Prospective Purchaser acknowledges that in the event that Prospective Purchaser has worked, is working or does work with any broker or agent other than Broker (collectively, a "Third Party Broker") in connection with the Property, Prospective Purchaser will be solely responsible for paying such Third Party Broker's fee.
8. No representation or warranty, express or implied, has been made by Broker or Owner as to the accuracy or completeness of any Information. Prospective Purchaser assumes full and complete responsibility for confirmation and verification of all Information and expressly waives all rights of recourse against Owner and/or Broker with respect to the same.
9. The parties acknowledge that a violation by Prospective Purchaser of this Agreement could cause irreparable injury to Owner and that there is no adequate remedy at law for such violation. Therefore, if Prospective Purchaser shall breach or threaten to breach any of the provisions of this Agreement, Owner, in addition to any other remedies it may have at

law or in equity, shall be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement.

- 10. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein. Any failure by Owner to enforce its rights under this Agreement in any one instance shall not constitute a waiver of those rights in any other instance.
- 11. No extension, modification, amendment, or supplement to this Agreement will be effective unless made in writing signed by a duly authorized officer of each party to this Agreement. This Agreement does not constitute an offer to purchase or to sell the Property, and there are no understandings, agreements, or representations, expressed or implied, not specified herein.
- 12. The person signing on behalf of Prospective Purchaser represents that he/she has the authority to bind the Prospective Purchaser.
- 13. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
- 14. The restrictions and obligations set forth herein shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind Prospective Purchaser and its successors, heirs, and assigns for a period of three (3) years after the date of this Agreement.

IN WITNESS WHEREOF, the Prospective Purchaser has caused this Confidentiality Agreement to be executed and delivered by a duly authorized officer as of the day and year first written above.

**PROSPECTIVE PURCHASER:**

**AGREED TO AND ACCEPTED BY  
COMPANY:**

**(If applicable)**

***Please Print Clearly:***

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

**Broker:** \_\_\_\_\_

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

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

**City, ST Zip:** \_\_\_\_\_

**City, ST Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

*(To receive electronic and hard copy)*

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

**PLEASE EXECUTE AND RETURN THIS CONFIDENTIALITY AGREEMENT VIA FACSIMILE TO NICOLE NAUMANN AT CB RICHARD ELLIS AT 615.255.4610. THE OFFERING MEMORANDUM YOU HAVE REQUESTED WILL BE SENT UPON RECEIPT. If you have any questions, please contact Nicole Naumann at 615.248.1163.**