

CONFIDENTIALITY AGREEMENT

MJ Partners has been exclusively retained by American Self Storage, Corporation ("Owner") to represent the offering of the American Self Storage Portfolio, fifteen (15) properties located in Ohio, Kentucky and Indiana. Recipient hereby acknowledges and agrees that certain confidential information that has been or may be disclosed in the future is intended solely for your own limited use in considering whether to pursue negotiations to acquire the properties.

Neither Owner nor MJ Partners nor any of their officers, employees or agents make representation or warranty, express or implied, as to the accuracy or completeness of this confidential information and no legal liability is assumed or shall be implied with respect thereto.

Information provided has been or will be gathered from sources that are deemed reliable but Owner or MJ Partners does not warrant or represent that the information is true or correct. Recipient is advised to verify information independently. Owner or MJ Partners reserves the right to change the price, or any information provided or to withdraw the properties from the market at any time without notice.

Recipient agrees that the information provided is confidential, that you will hold and treat it in the strictest of confidence, that you will not, directly or indirectly, disclose or permit anyone else to disclose this information to any other person, firm or entity without prior written authorization of Owner or MJ Partners, and that you will not use or permit to be used, this information in any fashion or manner detrimental to the interest of the Owner or MJ Partners. Photocopying or other duplication is strictly prohibited.

Recipient agrees not to contact the property management staff of the Properties in connection with recipient's review of the Confidential Information.

While Owner and/or MJ Partners may discuss the purchase and sale of the Properties with Recipient, either Owner or MJ Partners, in our sole and absolute discretion, may terminate discussions at any time and for any reason. Recipient acknowledges Owner has no obligation to discuss or agree to the sale of the Properties. The discussions may be lengthy and complex, notwithstanding that we may reach one or more oral understandings or agreements on one or more issues we are discussing, neither of us shall be bound by any oral agreement of any kind and no rights, claims, obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either Owner or MJ Partners except to the extent expressly set out in a written agreement signed by both Owner and MJ Partners.

Principal is advised that MJ Partners, in cooperation with AM Macy Company and Core Resources Inc., is acting on behalf of Owner as exclusive agent in connection with the investment in these properties. Should the Principal elect to have representation by a Co-broker, Principal hereby agrees that any fees earned by or owed to Co-broker in connection with these transactions will be paid by the undersigned Principal. Principal agrees to indemnify and hold harmless MJ Partners, 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 Co-broker, finder or similar agent for commissions, fees or other compensation for bringing about any investment in the Properties by Principal.

THE OWNER EXPRESSLY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO REJECT ANY OR ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTIES AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to return all confidential information to Owner or MJ Partners.

THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTIES OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTIES SINCE THE DATE OF PREPARATION OF THIS MEMORANDUM.

AGREED and ACCEPTED, this _____ day of _____, 2007.

Name _____
Title _____
Company _____
Signature _____
Email _____
Telephone _____