

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") will confirm our mutual understanding in connection with Ithaca Apartments ("IA") providing, and your receipt of, information regarding the Company listed above ("The Company") and its' related real estate.

1. Information means all oral or written data, reports, records or materials ("Information") obtained from us or The Company, including the name, address and type of business of The Company, the knowledge that The Company may be considering sale, or even the fact that Information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of, such Information to the extent that such Information: *i*) is or becomes public other than as a result of acts by the undersigned; *ii*) can be shown was already known to the undersigned at the time of its disclosure hereunder; *iii*) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Company; *iv*) is independently developed by the undersigned without use of an Information supplied hereunder; or *v*) is obligated to be disclosed pursuant to applicable law, regulation law, regulation or legal process.

2. Information is being furnished solely in connection with your consideration of the acquisition of The Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those of your employees and agents whose knowledge of the Information is required for you to evaluate The Company as a potential acquisition and who shall assume the same obligations as you under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

The undersigned further agrees that it will not interfere with any business of The Company through the use of any Information or knowledge acquired under this Agreement nor use any such Information for its own account.

3. It is understood that The Company is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Agreement as if it were a party to this Agreement.

4. All Information shall be promptly returned or destroyed, as directed by us or The Company.

5. It is understood that (a) no representations or warranties are being made as to the completeness or accuracy of any Information; and (b) any and all representations and warranties shall be made solely by The Company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.

6. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.

7. The respective obligations of the parties under this Agreement shall survive for a period of one year following the date hereof.

8. The properties covered by this Agreement are 39 Village Circle; 9 Village Circle; 37 Village Place and 23 Village Place, Ithaca, New York.

PLEASE PRINT

Name of Individual: _____ Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ e-mail: _____

Signature: _____