41 Chenango

BINGHAMTON| NEW YORK

SUMMARY & CONFIDENTIALITY AGREEMENT

LEE & ASSOCIATES

41

INVESTMENT SALES

BEN TAPPER
Executive Managing Director
646.658.7334
btapper@lee-associates.com

SEAN SLATTERY
Director
646.723.4011
sslattery@lee-associates.com

CAPITAL ADVISORY

DAVID CARSWELL
Senior Managing Director
212.776.1209
dcarswell@lee-associates.com

RYAN FITZPATRICK
Senior Associate
202.644.4713
rfitzpatrick@lee-associates.com

LEE & ASSOCIATES

The information contained in this offering memorandum ("Offering Memorandum") is proprietary and strictly confidential. This Offering Memorandum was prepared by and is the property of Lee & Associates NYC LLC ("L&A") and has been reviewed by the owner (the "Owner") of the Property. It is furnished solely for the purpose of review by a prospective purchaser of the Property and is not to be used for any other purposes or made available to any person without the express written consent of the Owner or L&A. By accepting this Offering Memorandum, the party in possession hereof agrees to return it to L&A immediately upon request of L&A or Owner. No portion of this Offering Memorandum may be copied or otherwise reproduced or disclosed to anyone without the prior written authorization of L&A and Owner. Each prospective purchaser and/or broker proceeds at his, her or its own risk.

You have the obligation to keep this Offering Memorandum, and any various papers, documents, legal instruments, studies, leases, brochures, computer output, and other materials concerning the Property (all of the aforementioned information is collectively referred to as "Evaluation Material") confidential. Certain Evaluation Materials, including any leases, are described in summary form. The summaries do not purport to be complete nor accurate descriptions of the full agreements involved, nor do they constitute a legal analysis of such documents.

The information in this Offering Memorandum has been compiled from sources deemed to be reliable and does not purport to be all-inclusive or to contain all of the information which a prospective purchaser may desire. Neither L&A nor the Owner makes any representation or warranty whatsoever regarding the accuracy, veracity, or completeness of the information provided herein and each of Owner and L&A (and their agents, advisors and representatives) expressly disclaim any and all liability for representations or warranties, express or implied, contained in this Offering Memorandum or the Evaluation Material or for omissions therefrom.

Financial projections and information contained herein and in any Evaluation Material, shall not be relied upon, are provided for general reference purposes only, and are based on assumptions relating to (and subject to) the general economy, market conditions, competition, and other factors beyond control and, therefore, are subject to material change, volatility or variation. A prospective purchaser must make its own independent investigations, projections, and conclusions regarding the acquisition of the Property. This includes legal, tax, environmental, engineering and other as deemed necessary relative to a purchase of the Property. This Offering Memorandum does not constitute an offer to accept any investment proposal but is merely a solicitation of interest with respect to the investment described herein. This Offering Memorandum does not constitute an offer of securities.

The Owner expressly reserves the right, at its sole discretion, to reject any offer to purchase the Property or to terminate any negotiations with any party, at any time, with or without written notice. The Owner and L&A reserve the right to negotiate with one or more prospective purchasers at any time. This Offering Memorandum is subject to errors, omissions, changes or withdrawal without notice and does not constitute a recommendation, endorsement or advice as to the value of the Property by L&A. Only a fully executed real estate purchase and sale agreement, approved by the Owner, and executed and delivered to Owner and a prospective purchaser shall bind the Property. In no event shall a prospective purchaser have any claims against the Owner or L&A or any of their affiliates, officers, shareholders, owners, employees, or agents for any damages, liability, or causes of action relating to this solicitation process or the marketing or sale of the Property.

The terms and conditions set forth above apply to this Offering Memorandum in its entirety.

EXECUTIVE SUMMARY

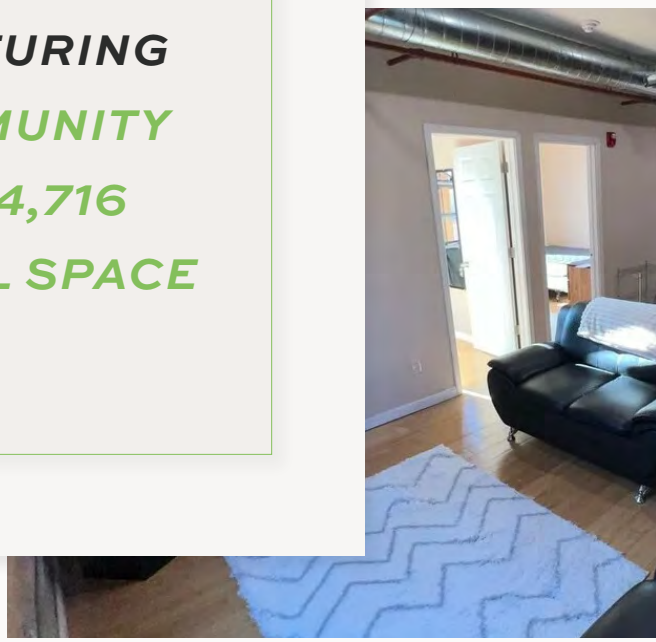
THE OFFERING

Lee & Associates NYC is pleased present for sale, the student-housing asset at 41 Chenango Street in Binghamton, New York. Redeveloped in 2019, the building measures over 37,000 square feet and is positioned near the core of Downtown Binghamton.

Servicing the off-campus student population of SUNY Binghamton, the building delivers 79 beds across 20 units, 4,716 square feet of commercial space, and 5,994 square feet of common amenity space. The property offers tenants a discount to top-of-market rents, while providing a high-quality living experience that the wider market fails to deliver. The recent amenity upgrades include fitness space, a student lounge, private study rooms, as well as rare on-site parking. Additionally, the diverse unit-mix attracts both groups and individuals, widening the potential tenant base during each leasing cycle.

Investors have an opportunity to operate a quality asset at an attractive basis, capitalize on upside in commercial leasing, and benefit from positive rent growth in the near-term.

79 BEDS OVER 20 UNITS FEATURING 5,994 SQUARE FEET OF COMMUNITY AND AMENITY SPACE, PLUS 4,716 SQUARE FEET OF COMMERCIAL SPACE



1896

COMPETITIVE ADVANTAGE IN THE MARKET

- ✔ High ceilings
- ✔ Solid wood flooring
- ✔ Exposed brick
- ✔ Granite countertops
- ✔ Stainless steel appliances

TURNKEY ASSET

- ✔ Recent roof sealing, fully renovated units
- ✔ Little to no upcoming maintenance required

UNMATCHED LEASING VELOCITY – EXCESS DEMAND

100%

OCCUPIED FOR 2024-2025

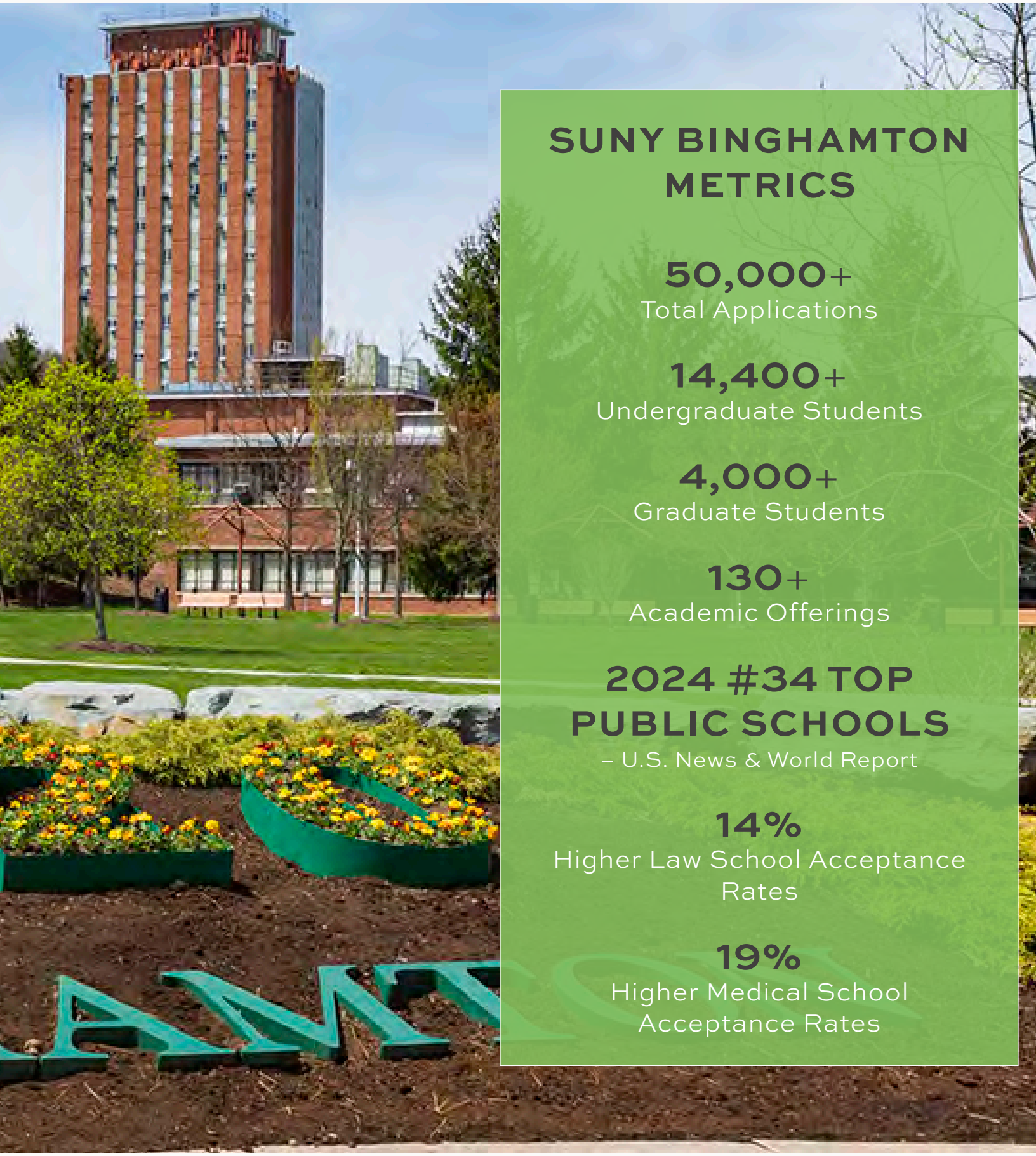
97% PRE-LEASED

PROJECTED **100% OCCUPANCY** FOR UPCOMING SCHOOL YEAR

VALUE-ADD OPPORTUNITY

- ✔ Upgrade amenities that exist to boost potential residential rent
- ✔ Conversion and outsourcing of excess amenity space (potential fitness-use)
- ✔ Successfully passed back electric to 10 units for the current school year
- ✔ Opportunity to pass back electric to the remaining units, reducing expenses by an additional $27k

41 Chenango Street | Binghamton, NY



SUNY BINGHAMTON METRICS

50,000+
Total Applications

14,400+
Undergraduate Students

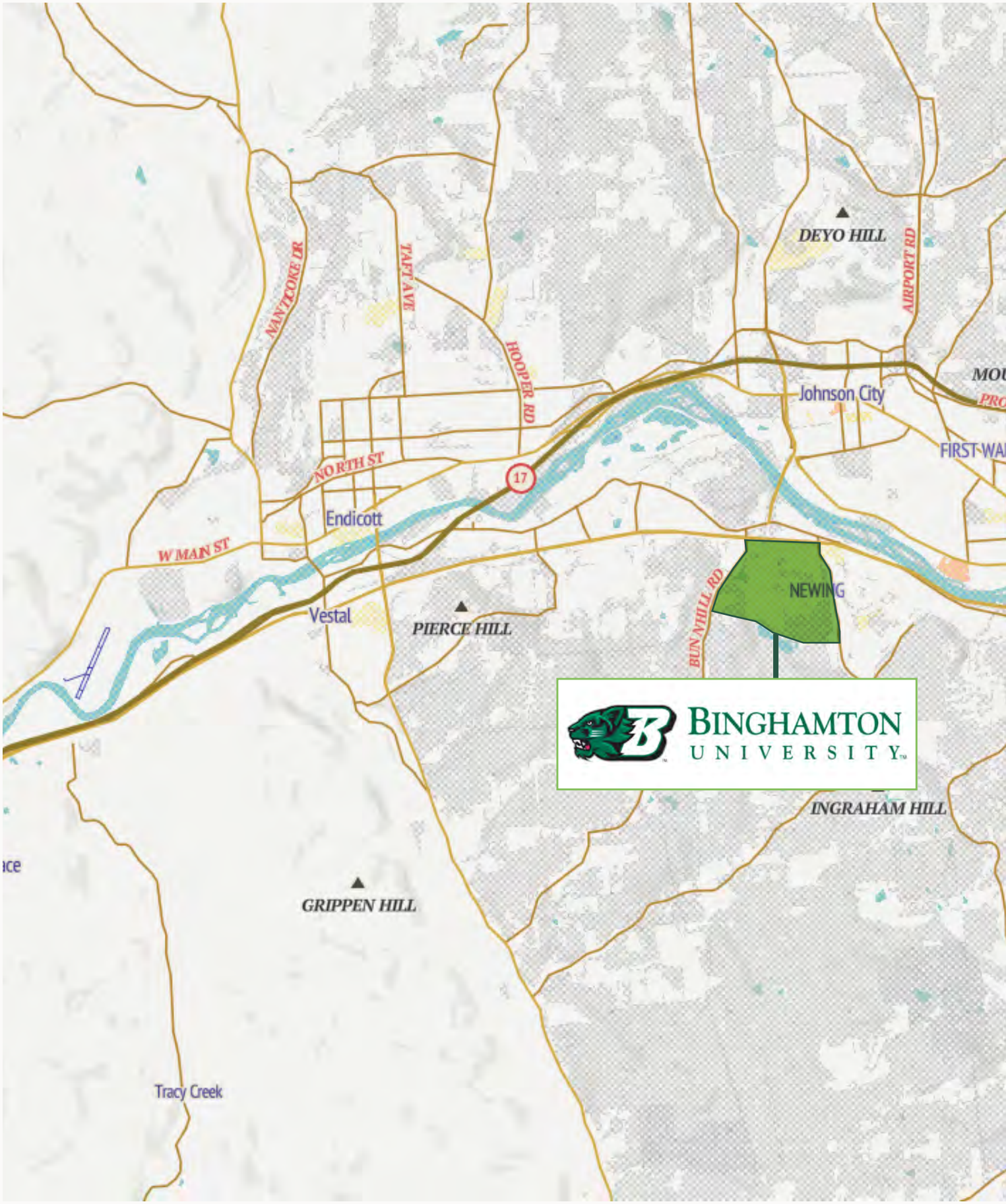
4,000+
Graduate Students

130+
Academic Offerings

2024 #34 TOP PUBLIC SCHOOLS
– U.S. News & World Report

14%
Higher Law School Acceptance Rates

19%
Higher Medical School Acceptance Rates


DEYO HILL
AIRPORT RD
NANTICOKE DR
TAFT AVE
HOOPER RD
Johnson City
NORTH ST
17
Endicott
W MAN ST
Vestal
PIERCE HILL
BUNNHILL RD
NEWING
BINGHAMTON UNIVERSITY
INGRAHAM HILL
GRIPPEN HILL
Tracy Creek

41 Chenango

12A
Port Crane
88
AN RD
West Colesvill
Brookvale
UNT PROSPECT
SPECT ST
RD
EASTSIDE
Binghamton
CONKLIN AVE
11
81
SOUTHSIDE
TRIM ST
11
CONKLIN RD
Conklin
11
CONKLIN

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LEE & ASSOCIATES

PRINCIPAL REGISTRATION AND CONFIDENTIALITY AGREEMENT

THIS REGISTRATION AND CONFIDENTIALITY AGREEMENT (this "Agreement"), made effective as of the ___ day of _____, 2025, by and between LEE & ASSOCIATES NYC LLC ("Lee") as exclusive agents of the Seller of the Property (as hereinafter defined "Seller"), and _____(1), a_____(2), whose address is _____(3), ("Principal"), is to, among other things, assure the protection and preservation of the confidential and/or proprietary nature of information to be disclosed or made available to Principal by Seller, or Lee relating to the potential purchase and sale of the real Property commonly known as **41 Chenango Street, Binghamton, New York (the "Property").**

NOW, THEREFORE, for good and valuable consideration, the parties hereto, for themselves, or for any corporation, partnership, association, joint stock company, limited liability company, limited liability partnership, or trust directly or indirectly controlling, controlled by or under common control of such party, or any employee, servant, agent of such party (all the foregoing being hereinafter collectively referred to as Principal's "Affiliates"), agree as follows:

1. Registration and Compensation. By execution below, Principal hereby registers its interest in the potential purchase of the Property and acknowledges receipt of the materials included in the offering package pertaining to the Property prepared by Lee and delivered herewith (the "Offering Package").

Principal hereby agrees that, notwithstanding anything herein or any other agreement or principle of law or equity to the contrary, in no event shall Seller and/or Lee be liable or responsible to pay, or cause to be paid, to any real estate broker, finder, consultant, agent or any other similar party (such parties being hereinafter collectively referred to as the "Broker") any compensation whatsoever including, without limitation, any brokerage commission (or similar charge). Principal hereby agrees to defend, indemnify and hold harmless Seller and Lee from and against any and all claims, demands, or causes of action or other liability, cost or expense, including attorneys' fees and disbursements, arising from, relating to or pertaining to any compensation (including any brokerage commission or similar charge) sought by any Broker and for which Seller and/or Lee & Associates is, or is alleged to be, liable or responsible for in connection with the purchase by and/or sale to Principal of the Property.

2. Scope. For purposes of this Agreement, the "Proprietary Information" shall mean any and all information disclosed relating to the Property, the documents and information included in the Offering Package of which this Agreement is a part, or any other oral, written, graphical, and electronic information disclosed to the Principal or any of its Affiliates (the Principal and its Affiliates shall hereinafter sometimes be referred to as the "Recipient") by Seller or any agent of Seller (including, without limitation, Lee).

3. Limitation. The term "Proprietary Information" does not include information which: (a) has been or may in the future be published, or is now or may in the future be otherwise, in the public domain through no fault of the Recipient; (b) prior to disclosure pursuant to this Agreement is properly within the legitimate possession of the Recipient; (c) subsequent to disclosure pursuant to this Agreement, is lawfully received from a third party having rights in the information without restriction of the third party's right to disseminate the information and without notice of any restriction against its further disclosure; (d) is independently developed by the Recipient through parties who have not had, either directly or indirectly, access to or knowledge of such Proprietary Information; (e) is approved for disclosure by prior written consent of an authorized signatory of Seller; or (f) is obligated to be produced by law, under order of a court of competent jurisdiction or other similar requirement of a governmental agency, so long as the Recipient required to disclose such information provides Seller with prior written notice of any required disclosure pursuant to such law, order or requirement.

(1) Insert Name
(2) Insert Type of Entity
(3) Insert Address

4. Use. Principal agrees to use the Proprietary Information only for the purpose of analyzing whether to deliver an offer to purchase the Property in accordance with the Offering Package. No other rights are implied or granted under this Agreement or by the conveying of the Proprietary Information. Principal agrees that it shall not disclose the Proprietary Information to any party whatsoever except, subject to the terms and conditions of this Agreement, to (a) its employees, officers, and directors or those of its Affiliates, (b) third-parties being utilized to perform investigations or analyze information, so as to advise the Principal with respect to submitting an offer on the Property; or (c) third-parties providing the Principal with financing for purchase of the Property, unless Seller shall have delivered its prior written consent to such disclosure of the Proprietary Information.

5. Reproduction. Proprietary Information supplied is not to be reproduced in any form, without having obtained the prior written consent of Seller (acting through Lee).

6. Duty of Care. All Proprietary Information shall be retained by the Principal in a secure place with access limited to only such of the Principal's employees (or Affiliates) who need to know such information for purposes of determining whether Principal shall elect to deliver an offer in accordance with the Offering Package.

7. Term. This agreement shall terminate on the earlier to occur of (i) One (1) Year from the effective date of this Agreement or (ii) execution and delivery of a written agreement evidencing the parties' mutual intent to terminate this Agreement. All of the obligations undertaken by each party hereto shall survive and continue after any termination of this Agreement.

8. Ownership. All Proprietary Information, unless otherwise specified in writing, (a) remains the Property of Seller, and (b) must be used by the Principal only for the purpose intended. Upon the earlier to occur of (i) termination of this Agreement or (ii) One (1) Year from the effective date of this Agreement all copies of written, recorded, graphical or other tangible Proprietary Information shall be returned to Seller or destroyed.

9. Right to Enjoin Disclosure. The parties acknowledge that a Recipient's unauthorized disclosure or use of Proprietary Information may result in irreparable harm to Seller. Therefore, the parties agree that, in the event of violation or threatened violation of this Agreement, and without limiting any other rights and remedies of Seller, a temporary restraining order and/or an injunction to enjoin disclosure of Proprietary Information may be sought against the Recipient who has breached or threatened to breach this Agreement, and the Recipient who has breached or threatened to breach this Agreement will not raise the defense of an adequate remedy at law.

10. "As Is" Sale. By requesting the Offering Package and by executing this Agreement, Principal expressly acknowledges and agrees that Principal is contemplating the purchase of the Property in "AS-IS" condition and "WITH ALL FAULTS" at the date hereof and on the date a definitive purchase and sale agreement is entered into by and between Seller and Principal (if ever), subject to reasonable wear and tear and damage by the elements. The materials and information concerning the Property contained herein and in the Offering Package, and any and all other information provided by Seller or Lee, their counsel and/or their employees, agents, subsidiaries or affiliates, is based in part upon information and materials obtained from sources deemed reliable, but without any independent verification having been undertaken. Principals must not base their offers upon information disseminated in the Offering Package or otherwise made available to Principal by or on behalf of Seller such as, but not limited to, environmental studies, reports, repair estimates, or other studies, pro forma and financial information that may be provided by the Seller or Lee & Associates NYC, but shall rely solely on their own estimates and studies. No warranty or representation, express or implied, is made by either Seller or Lee and their employees and agents, as to the accuracy or completeness of any or all such information.

(1) Insert Name
(2) Insert Type of Entity
(3) Insert Address

11. General.

(a) This Agreement shall be governed by the laws of the State of New York. Any claim arising out of or related to this agreement shall be submitted to binding arbitration conducted by the American Arbitration Association, New York County, pursuant to their rules related to real estate disputes. The parties agree to submit the dispute to three (3) arbitrators chosen pursuant to AAA Rules. This shall be the sole remedy for any resolution of a dispute and the parties consent to the exclusive jurisdiction of the American Arbitration Association. There are no understandings, agreements or representations, express or implied, not specified herein.

(b) This Agreement represents the entire understanding between the parties as to the subject matter hereof, and the terms of this Agreement supersede the terms of any prior agreements or understandings, written or oral.

(c) This Agreement may not be amended except in a writing signed by the parties.

(d) The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the parties intend that the remaining provisions will remain in full force and effect.

(e) Captions in this Agreement are for ease of reference only and should not be considered in the construction of this Agreement.

(f) There are no third party beneficiaries to this Agreement.

(g) Failure by a party to enforce or exercise any provision, right or option contained in this Agreement will not be construed as a present or future waiver of such provision, right or option.

(h) The existence of this Agreement and the nature of the discussions between the parties may not be disclosed by either party without the prior written consent of the other party.

(i) For purposes of this Agreement, the purchase and/or sale of the Property shall mean any transaction, including, but not limited to a lease, mortgage or other debt financing or equity financing.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date stated above.

PRINCIPAL

By: _____

Name:

Title:

Company Name:

Email Address:

LEE & ASSOCIATES NYC LLC

By: _____ _____

Name:

Title:

(1) Insert Name
(2) Insert Type of Entity
(3) Insert Address