

FOR SALE

Monticello Multi-Family

Located 3 miles from The Resorts World Catskills:
A Billion development project creating 1,400 new jobs.



On behalf of the owner, Houlihan-Parnes Realtors, LLC is pleased to offer for sale the Monticello Meadow Apartments and Woodlands Village Apartments, Monticello, NY. Monticello Meadow Apartments consists of nine brick buildings containing 176 units and Woodlands Village Apartments consists of 10 two-story, garden style buildings containing 70 units.

	Monticello Meadows	Woodlands Village
Total Number of Units	176	70
Total Number of Buildings	9	10
Total Gross Square Footage	97,986	63,800

Please execute the attached Confidentiality Agreement to receive an Offering Memorandum.
Please email to egraf@houlihanparnes.com

HP HOULIHAN-PARNES
REALTORS, LLC

Ed Graf
914-641-4380
egraf@houlihanparnes.com



HOULIHAN-PARNES REALTORS, LLC

Four West Red Oak Lane - White Plains, New York 10604

Phone - 914-694-6070 / Fax - 914-694-4040

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BROKER CONFIDENTIALITY AGREEMENT

Monticello Multi-Family consists of two apartment complexes; Monticello Meadows Apartments, 76 Shaker Heights, Monticello, NY (176 Units) and Woodlands Village Apartments, 475 West Broadway, Monticello, NY (70 Units) (the "Property").

To whom it may concern:

You have been advised that Houlihan-Parnes Realtors, LLC ("HP") is acting as exclusive agent for Monticello Meadows, LLC and Woodlands Village, LLC, ("Owners") in connection with the possible sale of the Property.

You have informed us that you, _____, ("Broker") are authorized to act on behalf of _____ ("Principal") and represent that Principal is interested in a possible purchase of the Property or the acquisition of a direct or indirect interest in the Property or the Owner (an "Investment") and has the experience and financial capabilities to undertake a transaction of this magnitude. Therefore, you have requested that HP furnish Principal and Broker information concerning the Property. This information may include, without limitation, the offering memorandum prepared by HP, various papers, documents, legal instruments, studies, brochures, computer output, and other materials, and any discussions or Property visits which are conducted with or by Principal and Broker concerning the Property (all of the aforementioned information collectively referred to as "Evaluation Material"). In this connection, we are prepared to consider furnishing the Evaluation Material to Principal and Broker only on the condition that Principal and Broker agree to treat the Evaluation Material confidentially as hereinafter provided. Therefore, as a condition of HP furnishing this Evaluation Material to Principal and Broker, you hereby agree as an inducement to HP to furnish the Evaluation Material knowing HP and Owner are relying thereon, as follows:

1. All Evaluation Material furnished to Principal and Broker by HP or Owner will not be used or duplicated by Principal or Broker in any way detrimental to HP or Owner, or for any purpose other than for the limited purpose of evaluating a possible Investment in the Property by Principal. Therefore, Principal and Broker agree to keep all Evaluation Material (other than information which is a matter of public record or is provided in other sources readily available to the public other than as a result of disclosure by Principal or Broker) strictly confidential; provided, however, that the Evaluation Material may be disclosed to directors, officers, and employees of Principal as well as Broker, and to outside counsel and Principals' accounting firm (all of whom are collectively referred to as "Related Parties") who, in Principal's reasonable judgment, need to know such information for the purpose of evaluating a possible Investment in the Property. These Related Parties shall be informed by Principal of the confidential nature of such information and shall be directed by Principal to keep all such information in the strictest confidence and to use such information only for the purpose of evaluating a possible Investment by Principal.

INSERT BROKER NAME AND ADDRESS

Principal shall keep a record as to the exact location of all Evaluation Materials and all copies thereof. Principal and Broker will promptly, upon the request of HP or Owner, or if Principal does not wish to pursue negotiations, or such negotiations are undertaken but a transaction fails to be consummated with Principal, deliver to HP all Evaluation Material furnished to them by HP or Owner, whether furnished before or after the date of this letter, without retaining copies thereof. Principal shall be responsible for any breach of this Confidentiality Agreement by any of the Related Parties and shall indemnify and hold HP and the Owner harmless from and against any and all damages, losses, costs, and expenses incurred by HP or Owner as a result of any breach of this Confidentiality Agreement by any of the Related Parties.

2. Principal and Broker agree not to make any of the Evaluation Material available or disclose any of the contents of the Evaluation Material, or the fact that discussions or negotiations are taking place concerning a possible Investment in the Property by Principal, or any of the terms, covenants, conditions, or other facts with respect to any such possible Investment, including the status thereof, to any person other than as permitted by the preceding paragraph unless: (i) such person has been identified to HP and Owner; (ii) HP and Owner have approved in writing the disclosure of the Evaluation Material to such person; and (iii) such person has entered into a confidentiality agreement with HP and Owner, the provisions of which agreement shall be interpreted broadly to include, without limitation, any corporation, partnership, association, and individual. Principal and Broker will direct Related Parties to whom Evaluation Material is made available not to make similar disclosures and any such disclosure shall be deemed made by, and be the responsibility of Principal.

3. Although we have endeavored to include in the Evaluation Material information known to us which we believe to be relevant for the limited purpose of evaluating a possible Investment in the Property, Principal understands and acknowledges that neither HP nor Owner makes any representation or warranty as to the accuracy or completeness of the Evaluation Material and the Evaluation Material is not purported to be all inclusive or to contain all the information which the Principal may desire. Further, any financial information provided by the Owner, and projections contained in the Evaluation Material are estimates based on assumptions considered reasonable by HP under the circumstances although they have not been independently verified. HP and Owner make no representations or warranties, expressed or implied, that actual results will conform to such projections. Broker and Principal understand and agree that the Evaluation Material does not purport to be complete and accurate, and that Broker and Principal will rely entirely on their own due diligence with regard to all matters. No representations or warranties are implied by the submission of the Evaluation Material and none is given unless Owner subsequently elects to make specific, limited representations and warranties in a final, fully executed and delivered, sale agreement definitive in form and scope. Broker and Principal agree that neither Owner nor HP shall have any liability to Broker or Principal as a result of any use of the Evaluation Material and it is understood that Broker and Principal are expected to perform and be responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as Principal deems necessary or desirable and as permitted by agreement with Owner.

4. Owner and HP expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to invest in the Property from Principal, Broker or any other person or entity, and/or to terminate discussions with Principal, Broker or any other person or entity at any time with or without notice.

Owner shall have no legal commitment or obligation to Principal, Broker or any other person or entity reviewing the Evaluation Material or making an offer to invest in the Property except as specifically provided in this Agreement. This is not an agreement to sell the Property or any interest therein. No agreement is binding upon Owner, or any of its associated or affiliated companies, to sell the Property shall be deemed to exist, at law or equity, until Owner enters into a formal binding agreement, fully executed and delivered by all parties thereto. Broker has no authority to bind Owner in connection with the sale of the Property or otherwise.

5. In the event any Investment in the Property is consummated by the transfer of title to the Property from Owner to Principal, a lease of all or substantially all of the Property to Principal, a transfer of control or interest in Owner to Principal, or any acquisition of a direct or indirect interest in the Property or Owner to Principal, or Broker makes any claim for compensation, Principal shall be solely responsible for and shall pay to the Broker in cash at or before settlement all compensation owed to Broker pursuant to any agreement written or otherwise by and between Principal and Broker. Principal shall indemnify and hold Owner and HP harmless from and against any and all damages, losses, costs and expenses which may be incurred by Owner or HP in connection with or arising out of any claim by Broker for compensation, including without limitation, any consequential or incidental damages.

6. No failure or delay by HP or Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof or failure to exercise preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

7. It is acknowledged that damages would not be an adequate remedy for any breach of this Confidentiality Agreement and, therefore, in the event of a breach of this Confidentiality Agreement by Principal, Broker or any of the Related Parties, HP and Owner shall be entitled to specific performance of this Confidentiality Agreement. Nothing herein shall be construed as limiting HP's or the Owner's rights to any other remedies available for such breach, including, without limitation, consequential and punitive damages. This covenant shall be deemed to be an agreement independent of any other obligation of Principal, Broker or any of the Related Parties hereunder and the existence of any claim or cause of action by Principal, Broker or any of the Related Parties against HP or the Owner whether predicated upon this Confidentiality Agreement or otherwise, shall not constitute a defense to enforcement of this covenant by HP and the Owner.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Any litigation arising out of this Agreement or the transactions contemplated hereby shall be brought in the courts of New York and the parties hereto consent to the venue of such courts.

If you are in agreement with the foregoing, both Principal and Broker should execute and return one original of this agreement to HP. We will consider forwarding the Evaluation Material to you as soon as we (i) receive the fully executed Confidentiality Agreement, and (ii) satisfy ourselves in our sole judgment that the Principal has the experience and financial capability to consummate the contemplated investment transaction (including, if we deem necessary, personal interviews, bank reference investigations, and other appropriate financial disclosure).

HOULIHAN-PARNES REALTORS, LLC

By: _____

ACCEPTED AND AGREED TO:

PRINCIPAL _____

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____

BROKER: _____

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

Phone: _____

Fax: _____

E-mail: _____