

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**"), dated as of the last day written below is entered into between Yorktowne Farms Community, L.P., having an address at 2290 W. County Road 800 S., Clayton, Indiana 46118 ("**YFC**") and Yorktowne Farms Associates, L.P., having an office at 2316 Mellen Road, Indianapolis, Indiana 46231 ("**YFA**" and collectively with YFC, the "**Company**"), and _____, having an address at _____ (the "**Recipient**"), in connection with the proposed sale of the property known as Yorktowne Farms Apartments and Yorktowne Farms Community and located at 1570 Countryside Drive, Greenwood, Indiana (the "**Transaction**"). (Recipient shall provide further information as requested on Exhibit A attached hereto and incorporated herein.)

1. Evaluation Materials. In connection with the Transaction, the Company and/or its broker Landman Beatty Brokers, LLC ("Broker") may make available for Recipient's review certain information relating to the Transaction, including information on the Property and the Company (the "Evaluation Materials"), conditioned on Recipient's execution of this Agreement. Except for Excluded Materials (as hereinafter defined), Evaluation Materials shall include all non-public, proprietary, and confidential information relating to the Transaction, the Property, or the Company (including its subsidiaries and affiliates), whether disclosed to Recipient before or after the date of this Agreement and whether in verbal, written, electronic, or any other form. Evaluation Material shall include, without limitation: (a) financial information, performance results, projections, business plans, and budgets; (b) building plans and specifications, lease information, property contracts, environmental investigation results, and other consultants' reports; and (c) information regarding the Company's (and its affiliates' or subsidiaries') organizational structure, investors, and investment terms; and (d) any other information that should reasonably be recognized as confidential information of the Company. Without limiting the foregoing, all documents, notes, summaries, studies, or analyses prepared by Recipient or its Representatives (defined below) that contain, are based on, or derived from any Evaluation Materials provided by the Company or Broker shall be deemed Evaluation Materials for the purposes of this Agreement.

2. Exclusions from Evaluation Materials. Evaluation Material shall not include any of the following information (collectively, "Excluded Materials"), namely information that:

(a) is public knowledge or in the public record as of the date of this Agreement, or becomes generally publicly known (other than through Recipient's or its Representatives' breach of this Agreement);

(b) has been provided by a third party that is not prohibited from disclosing the information under a contractual, legal, or fiduciary obligation of confidentiality;

(c) is already known to Recipient or its Representatives before receipt of the Evaluation Materials under this Agreement; or

(d) is independently developed by Recipient or its Representatives without using any Evaluation Materials, as evidenced by Recipient's records.

3. Use of Evaluation Materials. Recipient shall: (a) use the Evaluation Materials solely for purposes of evaluating the Transaction; and (b) keep the Evaluation Materials strictly confidential using not less than a commercially reasonable degree of care, and not disclose the Evaluation Materials, in whole or in part, to any third party; except that Recipient may disclose the Evaluation Materials:

(a) to its directors, officers, employees, partners, members, agents, attorneys, consultants, affiliates, or representatives (collectively, "**Representatives**") who need access to the Evaluation Materials in connection with evaluating the Transaction, provided that Recipient shall: (A) cause each Representative to maintain the confidentiality of the Evaluation Materials in accordance with the terms of this Agreement; (B) obtain a written acknowledgment from each Representative, which shall be on terms no less strict than the terms contained in this Agreement; and (C) be liable for any breach of this Agreement by its Representatives; and

(b) if legally compelled to make disclosure pursuant to law, regulatory authority, or court order, provided that Recipient promptly notifies the Company in writing of such requirement so that the Company may seek a protective order or other appropriate remedy to preserve the confidentiality of the Evaluation Materials. Recipient shall cooperate with the Company in obtaining such remedy. If the Company does not obtain or seek a protective order or other remedy, Recipient will disclose only that portion of the requested Evaluation Materials that, in the written opinion of its legal counsel, it is required to disclose and will use reasonable efforts to ensure that the Evaluation Materials are given confidential treatment.

4. Communications. Recipient shall not, without the Company's prior written consent: (a) disclose to any party (other than its Representatives) that discussions or negotiations are taking place regarding the Transaction, or any of the terms or conditions of the Transaction; or (b) contact any tenant, leasing agent, property management employee, contractor, governmental authority, lender, servicer, investor, ground lessor, or any other party having an interest in the Property. All questions and communications regarding the Transaction and the Evaluation Materials shall be directed solely to the Company or the Broker.

5. Non-Solicitation. Recipient agrees that for the term of this Agreement, neither it nor its Representatives shall solicit for employment or employ any employee of the Company or any of its affiliates who became known to Recipient or such Representative in connection with the Transaction, except pursuant to a general solicitation not specifically directed to any employees of the Company.

6. Remedies. Recipient acknowledges that damages may be inadequate to compensate the Company for an actual or threatened breach of this Agreement, and that the Company is entitled to equitable remedies, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

7. Return of Evaluation Materials. Recipient shall within five (5) days after the expiration of this Agreement or the Company's request return all Evaluation Materials (including

all documents, notes, summaries, studies, or analyses derived from the Evaluation Materials and all copies thereof) to the Company, without retaining any copies.

8. Term. This Agreement shall terminate three (3) years after the date hereof.

9. No Binding Transaction. Recipient acknowledges and agrees that the Company is under no legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The Company reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. If a Transaction goes forward, any confidentiality provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement, unless otherwise expressly set forth in the transaction documents. In the event a confidentiality provision is not included in said transaction documents, this Agreement shall continue in full force and effect. In the event of any conflict between this Agreement and the transaction document, the transaction document shall control.

10. No Representation or Warranty. The Evaluation Materials are being provided to Recipient without any representation or warranty, express or implied, as to the accuracy or completeness thereof and the Company and Broker assume no legal liability related to Recipient's use of the Evaluation Materials. Recipient hereby acknowledges and agrees that the Company has no obligation to disclose any Evaluation Materials it chooses not to disclose.

11. Notices. All notices shall be in writing and addressed to the parties at the addresses set out on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a notice is effective only: (a) upon receipt by the receiving party; and (b) if the party giving the notice has complied with the requirements of this Section.

12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of laws provision or rule. Any legal suit, action, or proceeding relating to this Agreement shall be brought in the federal or state courts located in Indianapolis, Marion County, Indiana. Each party irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13. Severability. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be reformed, and enforced to the maximum extent permitted by law. If such provision cannot be reformed, it shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable.

14. Waiver. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be

construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing and all waivers must be in writing and signed by the waiving party

15. Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. The terms and conditions hereof may not be changed or modified except by written agreement and signed by all parties.

16. Counterparts. This Agreement may be executed in separate counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one agreement. Any signed counterpart of this Agreement that is delivered by electronic means shall be deemed to have the same effect as an original.

17. Attorney's Fees. In the event either party hereto commences litigation or arbitration against the other to enforce its rights hereunder, the prevailing party in such litigation shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incidental to such litigation and arbitration, including the cost of in-house counsel and any appeals. The "prevailing party" shall include, but is not limited to, a party who dismisses an action for recovery under this Agreement in exchange for payment of sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

COMPANY:

RECIPIENT:

Yorktowne Farms Community, L.P.

By Prock Family Investments, LLC,
General Partner

By: _____

By: _____
Kathryn J. Imhausen, Manager

Printed: _____

Date: _____

Title: _____

Date: _____

Yorktowne Farms Associates, L.P.

By Dolden Properties, LLC, General Partner

By: _____
Vanessa R. Dolden, Member

Date: _____

EXHIBIT A

Prospective Buyer Name
Prospective Buyer Address

Point of Contact
Telephone Number
Email Address

List all other Property(ies) Owned

Location

Date Acquired

Equity Source(s) for Purchase of Yorktowne Farms Community Apartments

Is this a 1031 Exchange? If so, please provide the timeline requirements
