

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____, between Louis Capra & Associates L.L.C., of 4041 Rennhart Hills Rd., Loves Park, Illinois 61111, and _____, of _____, _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "Louis Capra Associates", and the party to whom the Confidential Information will be disclosed will be referred to as "_____".

Louis Capra Associates is engaged in Apartment Rental Business. Property Management / Ownership. _____ is engaged in Property Management / Ownership. Financial Data and all supporting information(ie. Tenantnames rent rolls lease expiration dates). Louis Capra Associates has requested that _____ will protect the confidential material and information which may be disclosed between Louis Capra Associates and _____. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Louis Capra Associates, whether or not owned or developed by Louis Capra Associates, which is not generally known other than by Louis Capra Associates, and which _____ may obtain through any direct or indirect contact with Louis Capra Associates.

A. Confidential Information includes without limitation:

- business records and plans
 - financial statements
 - customer lists and records
 - trade secrets
 - technical information
 - pricing structure
 - costs
 - Any Affiliates, Partnerships
- and other proprietary information.

II. PROTECTION OF CONFIDENTIAL INFORMATION. _____ understands and acknowledges that the Confidential Information has been developed or obtained by Louis Capra Associates by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Louis Capra Associates which provides Louis Capra Associates with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, _____ agrees to hold in confidence and to not disclose the

Confidential Information to any person or entity without the prior written consent of Louis Capra Associates. In addition, _____ agrees that:

i. *No Copying/Modifying.* _____ will not copy or modify any Confidential Information without the prior written consent of Louis Capra Associates.

ii. *Application to Employees.* Further, _____ shall not disclose any Confidential Information to any employees of _____, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Louis Capra Associates.

iii. *Unauthorized Disclosure of Information.* If it appears that _____ has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Louis Capra Associates shall be entitled to an injunction to restrain _____ from disclosing, in whole or in part, the Confidential Information. Louis Capra Associates shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of Louis Capra Associates, _____ shall return to Louis Capra Associates all written materials containing the Confidential Information. _____ shall also deliver to Louis Capra Associates written statements signed by _____ certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. _____ acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Louis Capra Associates MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Louis Capra Associates BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Louis Capra Associates does not represent or warrant that any product or business plans disclosed to _____ will be marketed or carried out as disclosed, or at all. Any actions taken by _____ in response to the disclosure of the Confidential Information shall be solely at the risk of

_____.

VI. LIMITED LICENSE TO USE. _____ shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. _____ acknowledges that, as between Louis Capra Associates and _____, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Louis Capra Associates, even if suggestions, comments, and/or ideas made by _____ are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Illinois. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:
Louis Capra & Associates L.L.C.

By: _____
Louis Capra & Associates L.L.C.
President

Recipient:

By: _____

Final Checklist for Confidentiality Agreement
Information Owner: Louis Capra & Associates L.L.C.
Recipient: _____

April 18, 2007

Make It Legal

_____ The Confidentiality Agreement should be signed by both parties and becomes effective as of the date specified in the Agreement.

_____ It is advisable to sign two copies of the Agreement so that each party will have a copy with original signatures.

Copies

Give a signed copy of the document to:

_____ Louis Capra & Associates L.L.C.

When to Consult a Lawyer

- * A lawyer should be consulted regarding any unique issues not addressed by this program.

Other Information

- * It is not necessary that the signatures be witnessed or notarized.
- * It is helpful for both parties if Louis Capra & Associates L.L.C. clearly marks all pages of all documents as "Confidential" before releasing such information to _____.
- * In addition, Louis Capra & Associates L.L.C. may wish to maintain a list of all documents provided to _____ and/or make a copy of all such documents.
- * Original copies should be kept in a fire-proof and secure location.

Reasons to Update

- * Change in the conditions or terms of the Agreement.