CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") will confirm the undersigned parties' agreement to the disclosure by MAISON ST CHARLES LLC, (the "disclosing party") of certain proprietary and confidential information relating to its affairs including financial information (the "Confidential Information") to _____ (the "receiving party") in connection with 1319 Saint Charles Avenue, New Orleans, Louisiana 70130, also known as the Maison Saint Charles hotel (the "Property"), and the potential sale thereof (the "Transaction"). Confidential Information of any form received hereunder will be used solely in connection with the discussions and negotiations regarding the Transaction and will be kept in strictest confidence by the receiving party and not disclosed except as permitted by this Agreement. The receiving party agrees to restrict access and dissemination of the Confidential Information solely to those persons who reasonably have a need to know such information (and their assistants and secretaries) and solely for the purpose of evaluating the Transaction. The receiving party further agrees that if the Transaction is not consummated for any reason, upon written request of the disclosing party, it will promptly return or destroy (with certification by an officer of the receiving party) all originals and copies of the Confidential Information of the disclosing party and will not retain or make use of any copies, summaries, notes or other reproductions, in whole or in part, of such Confidential Information. The disclosing party hereby acknowledges and agrees that the Confidential Information may be disclosed to officers of Receiving party, to those persons employed by Receiving party, to lenders of Receiving party, and to advisors of Receiving party, who reasonably have a need to know such information for the purpose of evaluating the Transaction (and to each such person's assistants and secretaries). Such officers, employees, lenders and advisors of the receiving party are referred to herein as its "Representatives." The receiving party shall inform each of its Representatives of the confidential nature of the Confidential Information, shall direct them to comply with the terms of this Agreement, and shall be responsible for any breach of this Agreement by any of its Representatives.

It is understood that the restrictions set forth in this Agreement shall not apply to any information that: (a) is or becomes generally known or available to the public other than as a result of a disclosure in violation of this Agreement; (b) prior to disclosure hereunder, was in the possession or knowledge of the receiving party, or any of their affiliates or subsidiaries as evidenced by the written records of the receiving party, and not subject to a confidentiality agreement or other obligation of confidentiality; (c) is obligated to be disclosed by law (subject to the notice requirements of the following paragraph); (d) after disclosure, is made available to the receiving party in good faith by a third party who is under no obligation of confidentiality to the disclosing party; or (e) is disclosed with the prior written approval of the disclosing party.

Legally Required Disclosure. In the event that the receiving party or any of its Representatives is required by law, regulation or legal process to disclose any Confidential Information, the receiving party shall, to the extent legally permitted, provide the disclosing party with prompt written notice so that the disclosing party may seek a protective order or other appropriate remedy, and shall disclose only that portion of the Confidential Information that it is legally required to disclose.

Neither party shall publicly announce or otherwise disclose, without the prior written consent of the other, the existence, nature or extent of the business discussions and negotiations regarding the Transaction or that the Confidential Information has been made available to it, except for such disclosure as the party seeking to make disclosure reasonably believes is required by law. Nothing herein shall restrict the disclosing party or Southeast Commercial from informing other

prospective purchasers, lenders or advisors of the existence or terms of proposals received, provided that the identity of the receiving party is not disclosed without its consent.

The obligations of the receiving party under this Agreement shall remain in effect for a period of three (3) years from the date hereof, notwithstanding the return or destruction of the Confidential Information or the termination of discussions regarding the Transaction.

Neither party shall be under any obligation of any kind with respect to the Transaction, except for the matters specifically agreed to herein, unless and until a definitive agreement regarding the Transaction has been executed and delivered by each of the parties.

Sale Process. The disclosing party reserves the right, in its sole discretion, to conduct the process for the sale of the Property as it determines, including negotiating with any other prospective purchaser and entering into a definitive agreement without prior notice to the receiving party, to change any procedures relating to such process at any time without notice, to reject any and all proposals, and to terminate discussions with the receiving party at any time for any reason.

No Representation or Warranty. The receiving party acknowledges that neither the disclosing party nor Southeast Commercial, nor any of their respective members, managers, officers, employees or agents, makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and that none of them shall have any liability to the receiving party or its Representatives resulting from the use of the Confidential Information. Only those representations and warranties made in a definitive agreement, when, as and if executed, and subject to such limitations as may be specified therein, shall have any legal effect.

No Contact; Non-Solicitation. Without the prior written consent of the disclosing party, the receiving party shall not, and shall cause its Representatives not to, (i) contact or communicate with any employee, manager, guest, tenant, vendor, lender, franchisor or management company of the Property regarding the Property or the Transaction, or visit the Property for the purpose of evaluating the Transaction, except as arranged through Southeast Commercial; or (ii) for a period of eighteen (18) months from the date hereof, directly or indirectly solicit for employment any employee of the disclosing party or of the Property, provided that general solicitations not specifically directed at such employees shall not constitute a breach of this clause (ii).

The receiving party acknowledges that the disclosing party would be irreparably harmed by a breach of this Agreement by the receiving party or its Representatives, and that monetary damages alone may not be a sufficient remedy. Accordingly, in addition to any other remedies available at law or in equity, including monetary damages, the disclosing party shall be entitled to seek injunctive relief and specific performance, without the necessity of posting a bond or proving actual damages.

No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof or the exercise of any other such right, power or privilege.

This Agreement sets forth the parties' entire agreement and understanding with respect to the subject matter hereof, may only be amended in a writing signed by the parties, shall be governed by and construed in accordance with the laws of the state of Louisiana, and shall inure to the benefit of, and be binding upon, the parties and their respective successors and assigns. This Agreement may not be assigned by any party without the prior written consent of the other party. If either party files a suit to enforce this Agreement, then the prevailing party shall be entitled to recover from the non-prevailing party all attorneys fees and costs of the suit. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Orleans Parish, Louisiana, for any action arising out of or relating to this Agreement.

Broker Disclosure. The parties acknowledge that **Southeast Commercial** represents **the disclosing party** in connection with the Property and introduced the parties to this potential transaction. The receiving party represents that it has not dealt with any broker, finder or agent in connection with the Property other than Southeast Commercial and _____ (the receiving party's broker, if any; if none, write "None"), and agrees to indemnify and hold harmless the disclosing party from any claim for a commission or fee by any other broker, finder or agent claiming through the receiving party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement individually or by their duly authorized representatives this _____day of _____.

DISCLOSING PARTY: MAISON ST CHARLES LLC

By: _____
Name: _____
Title: _____

RECEIVING PARTY: _____

By: _____
Name: _____
Title: _____