Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is provided in connection with the potential acquisition by the prospective purchaser identified below ("Prospective Purchaser") of what is now known as the **Brittany Apartments, 3340 Edenborn, and the Drexel House Apartments, 3440 Edenborn, Metairie, Louisiana 70002** (the "Property").

Current Property Owner ("Owner") may be providing certain non-public, proprietary and confidential information, which may be written or oral, concerning Owner's business plans, operations and/or financial matters (collectively the "Confidential Information"). In consideration of Owner's delivery to Prospective Purchaser of such information, Prospective Purchaser hereby agrees as follows:

Prospective Purchaser acknowledges that any unauthorized use or disclosure of such Confidential Information could have seriously damaging consequences to Owner.

With these considerations in mind, you agree that Prospective Purchaser, its agents, employees, and representatives, will keep confidential and will not copy or disclose to any third party any of the Confidential Information provided by the Owner or the contents of such material, in whole or in part, without the prior written consent of Owner. You also agree not to use any Confidential Information which is obtained in the course of considering a real estate transaction for any purpose other than as may relate to the transaction with the Owner, and you will not enter any such Confidential Information into any database for use other than in connection with such transaction. Upon written request from the Owner, you will destroy the Confidential Information and any copies of any part of it, including any summaries, compilations or excerpts from it.

For purposes of this Agreement, Confidential Information shall not include information which (a) is or becomes publicly available, (b) is or becomes available to you on a non-confidential basis from a source other than the Owner, and (c) is required to be disclosed by law, provided that you will notify the Owner in advance of making any such disclosure.

You also acknowledge that remedies at law may be inadequate to protect the Owner against a breach or threatened breach of this Agreement and that, accordingly, in addition to any other remedy to which the Owner may be entitled by law or in equity, you agree that the Owner shall be entitled to an injunction to prevent any breach of this Agreement by you or your representatives without proof of actual damages. If any legal proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to recover its attorney's fees, costs and expenses.

Prospective Purchaser acknowledges that Owner makes no representation, warranty or covenant that the information is, in fact, true, complete and correct. Prospective Purchaser shall not visit the Property or directly or indirectly contact the management or any employee of the Property regarding the transaction without the prior knowledge and consent of Owner.

This Agreement shall expire on the earlier of one (1) year from the date of execution or the date the definitive documentation for the transaction is executed by the parties. No failure or delay of a party in insisting upon the performance of any provision of this Agreement, or in exercising any right, power or privilege hereunder shall operate or be construed as a waiver thereof. This Agreement shall be governed by the laws of the State of Louisiana.

In witness whereof, the Prospective Purchaser has caused this Agreement to be signed by its duly authorized representative as indicated below:

Company: _____ Email: _____

X _____ Telephone: _____

Print Name: _____

Date: _____