

To request a copy of the Offering Memorandums for Versailles Centre and/or Lafayette Plaza Atrium, email a signed copy of the confidentiality agreement below to benj@corp-realty.com or fax it to 504-585-2605.

This **CONFIDENTIALITY AGREEMENT** (the "**Agreement**") for review of the Confidential Offering Memorandum on the Versailles Centre and Lafayette Plaza Atrium is made and agreed to by the person designated as the Reviewer on the signature page hereof (the "Reviewer").

Champion Real Estate Equities, VII, LLC and Champion Real Estate Equities, II, LLC (the "Owner"), has determined to offer for sale (or to entertain offers to purchase) the Versailles Centre and Lafayette Plaza Atrium in Lafayette, Louisiana (collectively the "Building"). In connection therewith, the Owner will permit the Reviewer to receive and review a package of information relating to the potential sale of the Building (the "Confidential Offering Memorandum"). The Confidential Offering Memorandum will include economic, commercial, operating, marketing, financial, legal, performance and valuation information that is confidential and/or proprietary in nature and shall include information obtained by Reviewer in any form, whether oral, written or on computer diskette or other electronic format. Owner has required the Reviewer to execute and deliver this Agreement as a condition precedent to Owner permitting Reviewer's review and inspection of the Confidential Offering Memorandum.

In consideration of being granted the opportunity to review and inspect the Confidential Offering Memorandum, the Reviewer agrees with and for the benefit of the Owner as follows:

Section 1. Purpose and Indemnification. The Reviewer represents, warrants and covenants that Reviewer's review and inspection of the Confidential Offering Memorandum shall be solely to conduct due diligence, on its own behalf and not as an agent, representative, finder or broker of any undisclosed or other party, for the purpose of determining whether or not Reviewer shall submit an offer to purchase the Building. The Reviewer agrees to indemnify the Owner and its partners and their respective partners, officers, directors, employees, agents, advisors, counsel and affiliates (collectively, the "Indemnified Parties") and hold such Indemnified Parties harmless against any and all claims, causes of action, demands, liabilities, damages, costs and expenses of any kind or nature [including, without limitation, all attorneys' fees and costs before, at trial and at all appellate levels, as the case may be, and any claim by any party (including Reviewer or any person associated with Reviewer) of any right to any brokerage commission or fee or similar fee] incurred by or on behalf of any Indemnified Party directly or indirectly arising out of or as a result of the Reviewer's use or disclosure of the Confidential Offering Memorandum other than as expressly permitted by the terms hereof or any breach or violation of any representation, warranty or agreement herein.

Section 2. Non-Disclosure and Use of The Confidential Offering Memorandum

(a) The Reviewer agrees that, except as specifically set forth below, the Confidential Offering Memorandum shall be used by the Reviewer solely for the purpose stated in Section 1 hereof. The Reviewer further agrees not to disclose any of the contents of the Confidential Offering Memorandum without the prior written consent of the Owner, which consent can be arbitrarily withheld, to any third party other than to (i) if Reviewer is a corporation or partnership, its officers, directors, shareholders or partners (as the case may be), and (ii) Reviewer's attorneys, accountants and financial advisors (collectively, the "Representatives"), in each case who (i) have a need to know the contents of the Confidential Offering Memorandum for the purpose stated in Section 1 hereof and (ii) have entered into an agreement with the Owner in the form of this Agreement prior to being delivered or disclosed in the Confidential Offering Memorandum.

(b) The term "Confidential Offering Memorandum" shall not include information which is required to be disclosed by law or by regulatory judicial process, except such information which may be subject to a protective order or other similar court order.

(c) In the event the Reviewer or any of its Representatives fails in any respect to comply with its representations, warranties, covenants or obligations under this Agreement, the Owner may, in its sole discretion, refuse to consider an offer or bid from the Reviewer for the Building or to allow the Reviewer to continue to conduct due diligence on the Building offered for sale by the Owner. The foregoing right shall be in addition to, and does not preclude the exercise of, any other right, power or remedy available to the Owner under this Agreement or at law or in equity, including, without limitation, (i) the right of the Owner to recover compensatory and punitive damages from Reviewer, and (ii) the right of the Owner to apply to any court of competent jurisdiction for temporary or permanent injunction or other appropriate decree of specific performance (without any bond or other security being required or posted) in order to enjoin any breach or threatened breach of this Agreement. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude its further exercise.

Section 3. Reviewer of The Confidential Offering Memorandum. The Confidential Offering Memorandum will be delivered to Reviewer or Representatives of the Reviewer for their review subject to their compliance with Section 2 hereof and their acceptance of this Agreement.

Section 4. Duplication. The Reviewer agrees to refrain from making any reproductions, other than handwritten summaries or notes and self generated computer records, of any item contained in the Confidential Offering Memorandum, without the prior written consent of the Owner.

Section 5. Limited Access. The Reviewer shall inform each of its Representatives that receives any portion of the Confidential Offering Memorandum of the requirements of this Agreement and shall require each such Representative to comply with such requirements.

Section 6. Limited Access. The Reviewer agrees not to communicate with any borrower, debtor, guarantor, borrower's debtor's or guarantor's accountant or attorney or any other person or party, including any tenant, connected with, related to, or whose name is obtained from the Confidential Offering Memorandum with respect to the Building without the prior written consent of the Owner, which consent can be arbitrarily withheld.

Section 7. Reliance on Third Party Appraisal and Other Reports. The Confidential Offering Memorandum was prepared by Owner's agent and is for information purposes only and should not be relied upon as an indicator of the value of the Building. The Reviewer shall have no right to rely upon the conclusions or other data set forth in such Confidential Offering Memorandum or other reports and shall have no recourse against the Owner or its partners or any of their respective affiliates, advisors, counsel or agents, including the preparers of such reports, in the event of any errors therein or omissions therefrom.

Section 8. Termination. The restrictions in this Agreement shall terminate upon Reviewer's acquisition of the Building or upon the written waiver of the Owner which can be given or not given in its sole discretion; provided, however, that any claim by the Owner based on a breach of this Agreement occurring prior to such acquisition or waiver shall survive the acquisition or waiver unless subsequently waived by the Owner in writing.

Section 9. Entire Agreement. This Agreement represents the entire agreement between the Reviewer and the Owner relating to the treatment of the Confidential Offering Memorandum heretofore or hereafter reviewed or inspected by the Reviewer. This Agreement supersedes all other agreements relating to such matters which have previously been executed by the Reviewer in favor of the Owner or any other party.

Section 10. Litigation. In the event that the Owner institutes suit against Reviewer to enforce any of its rights hereunder, the prevailing party in such action shall be entitled to recover from the other party all reasonable costs thereof, including, without limitation, all attorneys' fees and costs before trial and at all appellate levels, as the case may be, in addition to any other relief (at law or otherwise) to which such party may be entitled.

IN WITNESS WHEREOF, the Reviewer has executed this Agreement as of the date set forth below.

(Name of Reviewer)

By: _____

Print Name: _____

Title (if applicable): _____

Date of Execution: _____