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## CONFIDENTIALITY AGREEMENT

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This Confidentiality Agreement (the “Agreement”) is entered into by and between KET Enterprises Incorporated (the “Disclosing Party”) and \_\_\_\_\_ (the “Interested Party”).

1. In connection with the Interested Party’s desire to explore the possibility of entering into a transaction with the Disclosing Party (the “Transaction”), the Disclosing Party has furnished and is furnishing, certain information to the Interested Party. The term “Information” shall mean all information that the Disclosing Party has furnished, or is furnishing, to the Interested Party, whether furnished before or after the date of this Agreement, whether tangible or intangible and in whatever form or medium provided, as well as all information generated by the Interested Party or by its Representatives, as defined below, that contains, reflects, or is derived from the furnished information. The data to be disclosed concerns the Red Roof Inn, 2310 I-10 S, Beaumont, Texas. Due to the highly confidential nature of this transaction, the details on the property will be released to the Interested Party upon mutual execution of this agreement.

2. In consideration of the Disclosing Party’s disclosure to it of the Information, the Interested Party agrees that it will keep the Information confidential and that the Information will not, without the prior written consent of the Disclosing Party, be disclosed by the Interested Party or by its officers, directors, partners, employees, affiliates, agents, or representatives (collectively, “Representatives”), in any manner whatsoever, in whole or in part, and shall not be used by the Interested Party or by its Representatives, other than in connection with the Transaction. Moreover, the Interested Party agrees to transmit the Information only to such of its Representatives who need to know the Information, for the sole purpose of assisting the Interested Party in evaluating the Transaction, who are informed of this Agreement and, who in writing, agree to be bound by the terms hereof as if a party hereto. In any event, the Interested Party shall be fully liable for any breach of this Agreement by its Representatives.

3. Without the prior written consent of the Disclosing Party, neither the Interested Party nor its Representatives shall disclose to any person the fact that the Interested Party has received any

of the Information or that and discussions or negotiations are taking place concerning the Transaction, including the status thereof.

4. The Interested Party agrees that, within three (3) business days of the Disclosing Party's request, all copies of the Information in any form whatsoever (including but not limited to any reports, memoranda or other materials prepared by the Interested Party or at its direction) will be delivered by the Interested Party and its Representatives to the Disclosing Party.

5. Neither the Disclosing Party, nor any of its other representatives have made or makes any representation or warranty as to the accuracy or completeness of the Information. The Interested Party agrees that neither the Disclosing Party nor its Representatives shall have any liability to it or any of its Representatives resulting from the provision or use of the Information.

6. No failure or delay by the Disclosing 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 further exercise thereof.

7. The Interested Party agrees that, unless and until a definitive agreement between the Disclosing Party and the Interested Party with respect to the Transaction has been executed and delivered, neither the Disclosing Party nor the Interested Party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression by it or by any of its Representatives except, in the case of this Agreement, for the matters specifically agreed to herein.

8. In the event that the Interested Party receives a request to disclose all or any part of the Information under the terms of a subpoena or order issued by a court or by a governmental body, the Interested Party agrees (i) to notify the Disclosing Party immediately of the existence, terms, and circumstances surrounding such request, (ii) to consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such Information is required to prevent the Interested Party from being held in contempt or subject to other penalty, to furnish only such portion of the Information as, in written opinion of counsel satisfactory to the Disclosing Party, it is legally compelled to disclose and to exercise its

best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Information.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The interested party agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in Harris County, Texas. The interested party hereby irrevocably and unconditionally consents to the jurisdiction of any such court and hereby irrevocably and unconditionally waives any defense of an inconvenient forum, to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding, and any right of jurisdiction on account of the place of residence or domicile of any party thereto. The interested party hereby irrevocably and unconditionally waives the right to a jury trial in connection with any claim arising out of or related to this Agreement, the information, or the Transaction.

10. Unless otherwise agreed to in writing by Disclosing Party, Interested Party shall not interfere, circumvent or participate as an owner, partner, investor, shareholder, advisor, or in any other respect relating to the acquisition or financing of the transaction or with the existing lender.

11. The Interested Party indemnifies and holds the Oaks at Wayside Apartment Owner from any claims for a real estate commission, broker's or finder's fee except for KET Enterprises Incorporated as Agent for the Owner.

12. Confidential information means all data, reports, interpretations, forecasts, and records containing or otherwise reflecting information concerning the property which is not available to the general public and which the Owner will provide to Agent in the course of the listing period, together with analysis, compilations, studies or other documents, whether prepared by Agent or others, which contain or otherwise reflect such information.

13. No tours will be made without an appointment made through KET Enterprises Incorporated and all tours must be accompanied.

The “Disclosing Party”

By: *Tom Wilkinson*

Tom Wilkinson

The “Interested Party”

By: \_\_\_\_\_

Name:

Dated: