



Jones Lang LaSalle Americas, Inc.
200 East Randolph Drive Chicago Illinois 60601
tel +1 312 782 5800

CONFIDENTIALITY AGREEMENT

Proposer Company: _____

Please email completed confidentiality agreement to: brian.carroll@am.jll.com

Re: Former Charity Hospital Building, New Orleans, LA

We have been advised that Jones Lang LaSalle Americas, Inc. ("JLL") has been retained by the Louisiana State University Real Estate and Facilities Foundation ("Seller"), as the exclusive agent to arrange a sale of the leasehold interest in the former Charity Hospital building located at 1532 Tulane Avenue, New Orleans, Louisiana 70112. Interested parties should direct all inquiries through Brian Carroll at brian.carroll@am.jll.com.

We have requested that you furnish us with certain information concerning the Property. This information may include, without limitation, (i) an offering memorandum or materials, (ii) various other information, documents and data concerning the Property whether delivered in writing, orally, or through authorized access to a designated due diligence extranet site, and (iii) any work product developed from any of the foregoing (collectively, "Evaluation Material"). We acknowledge and agree that the Evaluation Material will be furnished to us only on the condition that we agree to treat the Evaluation Material in strict confidence in accordance with the following terms and conditions (the "Agreement"):

1. All Evaluation Material relating to the Property which may be furnished to any Recipient (as hereinafter defined) shall continue to be the property of the Seller and/or JLL, as the case may be. The Evaluation Material will be used by the Recipient solely for the purpose of evaluating the possible acquisition of the Property and will not be used in any manner detrimental or adverse to Seller, the Property, the manager(s) of the Property or any partner, fellow member or lender of any Seller or manager(s) of the Property. As soon as reasonably possible upon Seller's or JLL's request or upon the termination of our Agreement, we will return to Seller or JLL, as applicable, or, to the extent permitted by law, destroy, all Evaluation Material and any other written material containing or reflecting any of the Evaluation Material that has been provided to or created by us, and will not retain any copies, extracts, or other reproductions in whole or in part of such written materials.

2. We agree to keep all Evaluation Material strictly confidential and shall not disclose the contents thereof to any person without both JLL's and Seller's prior written consent; provided, however, that the Evaluation Material may be disclosed to our key employees, and the Recipient's outside counsel, accountants, institutional lenders, and prospective team members where applicable, in each case acting on behalf of Recipient on a strictly "need to know" basis, and solely for the purposes set forth herein. We, together with any person to whom we disclose all or any portion of the Evaluation Material, pursuant to the terms hereof, are referred to herein individually and collectively as "Recipient(s)." Any Recipient other than us receiving Evaluation Material shall, prior to receiving such Evaluation Material from us, be informed of the confidential nature of such Evaluation Material and be bound by obligations of confidentiality with respect to the Evaluation Material at least as protective as those contained in this Agreement. We agree that we will be responsible for any breach of the terms and conditions set forth in this Agreement by a party to whom we have disclosed the Evaluation Material. We will immediately notify JLL and Seller in writing of

any breach of this Agreement by any Recipient which may come to our attention. In addition, the Recipients will not disclose to any person, unless otherwise required by subpoena or mandated by law, (i) the fact that the Evaluation Material has been made available to it or that it has inspected any portion of the Evaluation Material; (ii) the fact that any discussions or negotiations are taking place concerning the proposed transaction regarding the Property; or (iii) any of the terms, conditions or other facts pertaining to the proposed transaction regarding the Property, including the status thereof. The provisions of this Paragraph 2 shall not apply to information (i) which is or becomes subject to a properly issued subpoena by a court of competent jurisdiction requiring such disclosure or otherwise mandated to be disclosed by law, or (ii) is generally available to the public other than as a result of a breach of this Agreement; provided, however in any of the foregoing instances, we agree to promptly notify Seller of such required disclosure and when reasonably possible with sufficient advance notice to permit Seller to seek a protective order or to take other appropriate action to waive compliance. We will also, if so requested, reasonably cooperate in Seller's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Evaluation Material.

3. We acknowledge and agree that neither Seller nor JLL nor any director, officer, employee, partner, member, agent, counsel or representative of Seller or JLL, including without limitation any attorney, accountant, asset manager, management company, appraiser or engineer retained by Seller or JLL (collectively, the "Owner Representatives") make any representation or warranty whatsoever as to the accuracy or completeness of the Evaluation Material. Any financial information and/or projections contained in the Evaluation Material represent estimates based on assumptions believed to be reasonable under the circumstances, although they have not been independently verified, and no representation or warranty of any kind whatsoever (including, but not limited to, reasonableness, accuracy, or completeness) is made by Seller, JLL or the Owner Representatives. JLL and Seller expressly disclaim any and all liability for representations or warranties, express or implied, regarding the Evaluation Material or that actual results will conform to projections in the Evaluation Material; and we agree that neither JLL nor Seller nor the Owner Representatives shall have any liability to us or to any Recipient resulting from our or their use or reliance upon the Evaluation Material, whether or not a purchase of the Property is consummated. We represent that we will conduct our own independent investigations for all those matters which we deem necessary or appropriate in order to evaluate any proposed transaction involving the Property and that we are not relying on any express or implied representations regarding the Evaluation Material. In the event that Seller and we enter into a definitive agreement for the purchase and sale of the Property, the provisions of this Paragraph 3 are subject to the terms of such definitive agreement concerning the Evaluation Material. We acknowledge that neither JLL nor Seller are obligated to disclose any Evaluation Material by entering into this Agreement and that JLL and Seller will only disclose Evaluation Material in their sole discretion.

4. We agree to be responsible for the payment of any fee, commission or other compensation payable to any broker, finder or agent who alleges it has dealt with or through us, other than JLL, and JLL shall have no obligations to share any part of its commission with any broker, agent, finder or any other person or entity who has dealt with or through us. We hereby agree to indemnify, defend and hold Seller and JLL harmless from and against any and all claims, damages, losses and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation who allege that they have dealt with us in connection with the Property.

5. Our review of the Evaluation Material shall be at our sole cost and expense and neither Seller, JLL nor any Owner Representative shall have any liability for any costs or expenses incurred by us or the Recipients. We agree that Seller or JLL may terminate our review of the Evaluation Material at any time for any reason or for no reason upon written notice to us. Upon receipt of such notice, we will comply with the provisions

of Paragraph 1 above. The provisions of this Agreement shall survive any termination of our review of the Evaluation Material for the period specified in Paragraph 11. Without the prior consent of Seller, neither we nor any of the Recipients shall communicate (regarding the proposed transaction, the Seller or the Property) with (a) any employee, manager or consultant of the management company retained by Seller to manage the Property, (b) any tenant, subtenant, or other occupant of the Property, (c) any lender (or any loan participant of any such lender) to Seller, (d) any other third party other than one of our representatives, or (e) any employee, officer, director, partner or fellow member of Seller. We acknowledge that no third party, including without limitation, JLL or any Owner Representative, is authorized or empowered in any way to bind Seller or the Property, to act or make any commitment on Seller's behalf, or to exercise or have control over Seller or the Property, except for the purposes contemplated by Paragraph 7.

6. As used herein, the term "person" shall include, without limitation, any natural person, any corporation, limited liability company, partnership, limited partners, trust, pension fund, association or other entity of any nature whatsoever.

7. This Agreement has been entered into for the benefit of Seller and JLL and it is understood that Seller and/or JLL may institute appropriate proceedings against us to enforce their rights hereunder. We acknowledge that money damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, Seller and/or JLL will be entitled to specific performance and injunctive relief as remedies for any violation. These remedies will not be exclusive remedies but will be in addition to all other remedies available to Seller and/or JLL at law or equity. In the event of a dispute between any Recipient and Seller and/or JLL relating to or arising out of this Agreement, the prevailing party shall recover all costs and expenses, including, without limitation, reasonable attorney's fees incurred.

8. This Agreement contains the entire agreement of the parties hereto with respect to the matters contemplated herein and supersedes any prior agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or terminated nor any of its provisions waived except by an instrument in writing signed by the party against whom such amendment, termination or waiver is sought to be enforced. This Agreement shall be (i) binding on us and inure to the benefit of the Seller and JLL and their respective successors or assigns and (ii) governed by and construed in accordance with the internal laws of the State of Louisiana without regard to principles of conflict of laws and in the event of any dispute and/or claim respecting this Agreement, the parties expressly agree that venue for any such dispute/claim shall only be in Orleans Parish, Louisiana. **THE SUBMISSION OF THE EVALUATION MATERIAL AND ANY DRAFT PURCHASE AGREEMENT FOR EXAMINATION IS NOT INTENDED TO, NOR WILL IT, CONSTITUTE AN OFFER TO SELL THE PROPERTY, OR A RESERVATION OF, OR OPTION OR PROPOSAL OF ANY KIND FOR THE SALE OR PURCHASE OF THE PROPERTY. IN NO EVENT WILL THE SUBMISSION OF THE EVALUATION MATERIAL OR DRAFT PURCHASE AGREEMENT CREATE ANY OBLIGATION OR LIABILITY UPON SELLER WHATSOEVER. SELLER EXPRESSLY RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO REJECT ANY AND ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTY AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.**

9. We hereby agree to indemnify, defend and hold Seller and JLL harmless from and against any and all claims, damages, losses and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising from any breach by any Recipient, including us, of its, their or our obligations hereunder.

10. The person(s) signing below represents and warrants to Seller and JLL that he or she has the authority to bind the undersigned and that the undersigned has all necessary power and authority to execute and deliver this Agreement and to perform the obligations required of it set forth in this Agreement.

11. This Agreement shall terminate upon the date which is one (1) year after the date hereof, provided that all obligations of confidentiality and non-use contained herein shall continue thereafter indefinitely.

Very truly yours,

By: _____

[Please sign]

[Please print name]

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Date: _____