

Exhibit “A”**CONFIDENTIALITY AGREEMENT
FOR REVIEW OF ASSETS**

THIS CONFIDENTIALITY AGREEMENT FOR REVIEW OF ASSETS (the “Agreement”) is made and agreed to by the person designated as the Reviewer on the signature page hereof (the “Reviewer”).

WITNESSETH:

SVLA Associates, LLC (the “Keeper”), solely in its capacity as Court appointed Keeper, pursuant to that Agreed Order (“Keeper Order”) entered in the action Access Point Financial, LLC v. Bayou Hospitality SH, LLC, et al., 1st Judicial District Court, Caddo Parish, Louisiana (the “Court”), Case No. 660,683-C (the “Keeper Action”), has determined to provide information and material for review through its broker, Mumford Company, Inc. (“Broker”), for the real property located at 4910 W. Monkhouse Drive, Shreveport, Louisiana 71109 (the “Property”). For the purpose of Reviewer determining whether or not to submit a non-binding letter of intent offer or bid to purchase the Property and for no other purpose, Keeper has agreed to permit Reviewer to review and inspect certain documents, reports and other information and data relating to the Property (the “Confidential Information”).

The Confidential Information may include any information, technical data, records, books of accounts, bank records, financial records, employee records, documents, agreements, licenses, contracts, customer lists, operating statements, statements of assets or operations, any other financial statements, architectural or engineering information, design layouts or schemes, or any other information related to the Property, provided by Keeper before or after the date hereof to Reviewer, in writing, electronically (including being granted access to a virtual data room), orally or through the inspection of assets or records. The term Confidential Information shall also include all notes, analyses, compilations, studies, interpretations or other material prepared by Reviewer based, in whole or in part, on any Confidential Information furnished by Keeper.

Confidential Information shall be deemed also to include the content of any and all discussions and negotiations between Keeper and Reviewer relating to the Property, including, without limitation, negotiations of any proposed sales price for the Property or any other term or element of any proposed sale of the Property.

Confidential Information shall not include (i) information which is required to be disclosed by law or by regulatory or judicial process, except such information which may be subject to a protective order or other similar court order, (ii) information which is known to Reviewer prior to Reviewer’s execution of this Agreement from non-Keeper sources and which is not known to Reviewer to be subject to any confidentiality obligations to Keeper, provided the general nature of such information is disclosed to Keeper; (iii) information which is generally available to the public other than as a result of a disclosure by Reviewer; or (iv) information which is independently developed by Reviewer.

In consideration of being granted the opportunity to review and inspect the Confidential Information, Reviewer agrees with and for the benefit of Keeper, AFP – CRE I, LLC (“Lender”), Bayou Hospitality SH, LLC, a Delaware limited liability company (“Property Owner”), and each of their respective, as applicable, officers, directors, shareholders, partners, members, managers, trustee, master servicer, special servicer,

327 Dahlonge Road, Suite 202 B, Cumming, Georgia 30040

P: 770.831.5878

F: 757.873.0972

W: <http://www.mumfordcompany.com>

certificate holders, subsidiaries, parents and affiliates of such parties and each of the foregoing parties' past, present, and future officers, directors, shareholders, partners, members, managers, agents, employees, representatives, advisors, participants, heirs, successors, assigns and attorneys and each and all of the heirs, successors, and assigns of each of the foregoing (collectively, the "Benefited Parties") as follows:

1. Purpose. Reviewer represents, warrants and covenants that Reviewer's review and inspection of the Confidential Information 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 a non-binding letter of intent or offer or bid to purchase the Property.

2. Non-Disclosure and Use of Confidential Information; Remedies.

(a) Reviewer agrees that, except as specifically set forth below, all Confidential Information shall be used by Reviewer solely for the purpose stated in Section 1 hereof. Reviewer further agrees not to disclose any of the Confidential Information without the prior written consent of Keeper, which consent can be arbitrarily withheld, to any third party (including, without limitation, any member of the brokerage community and/or the print or electronic media, whether "on" or "off" the record) other than to Reviewer's officers, directors, shareholders, members, managers, partners, employees, attorneys, accountants, financial advisors and potential lenders and investors (collectively, the "Representatives"), in each case who (i) have a need to know the Confidential Information for the purpose stated in Section 1 hereof and (ii) have been directed by Reviewer to keep the Confidential Information strictly confidential, it being understood that Reviewer's obligations herein extend to its Representatives and Reviewer shall be liable for any breach thereof by its Representatives. Reviewer shall inform each of its Representatives that receives any of the Confidential Information of the requirements of this Agreement and shall require each such Representative to comply with such requirements. Reviewer specifically agrees that neither Reviewer nor any of its Representatives may contact, or have discussions with, the press or media regarding the existence of this Agreement, any Confidential Information or Keeper's desire or intent to sell the Property.

(b) In the event Reviewer or any of its Representatives fails in any respect to comply with its representations, warranties, covenants or obligations under this Agreement, Keeper may, in its sole and absolute discretion, refuse to consider an offer or bid from Reviewer for the Property or to allow Reviewer to continue to conduct due diligence on the Property. The foregoing right shall be in addition to, and does not preclude the exercise of, any other right, power or remedy available to Benefited Parties under this Agreement or at law or in equity, including, without limitation, the right of Benefited Parties to apply to any court of competent jurisdiction for a 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. Further, Reviewer shall be liable to Benefited Parties for all damages (including but not limited to diminution of value in the Property as a direct or indirect result of improper disclosure by Reviewer or its Representatives), liabilities, costs and expenses for breach of this Agreement.

3. No Contact. Reviewer agrees not to communicate with Lender, Property Owner, any tenant, guarantor of tenant, ground lessor, or any tenant's or ground lessor's accountant or attorney or any other person or party including the property manager, connected with, related to, or whose name is obtained from the Confidential

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Information, with respect to the Property without the prior written consent of Keeper, which consent can be withheld in its sole and absolute discretion.

4. Reliance on Information. None of Benefited Parties are making any representation or warranty, express or implied, as to accuracy or completeness of the Confidential Information and shall have no liability to any person resulting from the use of such materials. Reviewer acknowledges and agrees to such lack of representation, warranty and covenant and hereby agrees to accept the Confidential Information on “AS IS” basis and to accept sole responsibility for verifying the completeness and accuracy of the same. Reports with respect to the Property prepared by third party companies, to the extent included in the Confidential Information, are for information purposes only and should not be relied upon as indicators of the value of the Property or for any other purpose. Reviewer shall have no right to rely upon the conclusions or other data set forth in such reports and shall have no recourse against any of Benefited Parties or the preparers of such reports in the event of any errors therein or omissions therein.

5. No Obligation. Neither this Agreement nor the exchange of Confidential Information contemplated hereby shall commit either party to continue discussions or to negotiate, or to be legally bound to any potential relationship; provided, however, that this provision does not alter or modify any other agreement between the parties and/or their affiliates. The only way that the parties shall be bound to the proposed transaction shall be by definitive written agreement, signed by the parties.

6. Termination. The restrictions in this Agreement shall terminate at the time the Property is acquired by Reviewer if so acquired or upon the written waiver of Keeper which can be given or not given in its sole discretion; provided, however, that any claim by Keeper based on a breach of this Agreement occurring prior to such acquisition or waiver shall survive the acquisition or waiver unless subsequently waived by Keeper in writing. The terms and conditions of this Agreement shall remain in full force and effect for a period of three (3) years if the Property is not acquired by Reviewer. Within 14 days of receipt by Reviewer of written request, Reviewer shall either provide written confirmation that all Confidential Information has been destroyed or return to the Keeper all Confidential Information relating to the Property. Notwithstanding the foregoing, (i) any Confidential Information retained by Recipient as part of backup records of electronic mail systems for information security and disaster recovery purposes, (ii) any Confidential Information in electronic form that is difficult to extract, or notes or summaries made from the Confidential Information, and (iii) any Confidential Information required by law, rule or regulation to be retained ((i), (ii), and (iii) collectively, the “Retained Information”), may be retained by the Reviewer, subject to the confidentiality provisions of this Agreement, which shall not terminate as to the Retained Information.

7. Entire Agreement. This Agreement represents the entire agreement between Reviewer and Keeper relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by Reviewer. This Agreement supersedes all other agreements relating to such matters which have previously been executed by Reviewer in favor of any of Benefited Parties or any other party, provided however that, to the extent that Reviewer has executed or electronically accepted the terms of a confidentiality agreement required by Broker in connection with the Property (the “Broker Required Agreement”), such Broker Required Agreement shall not supersede this Agreement but shall be in addition to this Agreement, regardless of whether this Agreement was executed prior to or subsequent to such Broker Required Agreement.

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8. Litigation. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to choice of law rules and without reference to any rule, canon or custom requiring construction against the draftsman. In the event that any Benefited Parties institute suit against Reviewer to enforce any of its rights hereunder, such Keeper Party, if 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, at 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. Reviewer agrees that any liability of the Keeper shall be subject to and limited by the terms of the Keepership Order.

9. Execution. This Agreement may be executed by facsimile signatures. In addition, the parties agree that (i) an electronic signature shall be considered an original signature, and (ii) a copy of this Agreement shall be considered an original instrument and shall be and enforceable as if original and the parties may rely on the same to prove the authenticity of this Agreement. It is agreed by the Parties that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, the Parties intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(Signatures on next page)



MUMFORD
COMPANY

Trusted Hotel Advisors since 1978

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

Name of Reviewer (Individual or Entity)

By: _____

Print Name: _____

Title: _____

Date: _____

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