

PRINCIPAL CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

THE CAPITOL HOTEL, 424-440 ASYLUM STREET AND 22 UNION PLACE, HARTFORD, CONNECTICUT (THE "PROPERTY")

This will serve to confirm our agreement concerning certain material, data and information (herein "Evaluation Material") which Upland Property Advisors, LLC ("UPA"), as agent for the owner of the Property ("Owner") will make available to us for study in connection with a possible purchase by us of the Property.

Owner is prepared to furnish us with the Evaluation Material in connection with discussions and negotiations concerning a possible transaction involving the Property only on the conditions that we treat such Evaluation Material confidentially and confirm certain representations to you. Therefore, as a prerequisite to Owners furnishing the Evaluation Material to us, we hereby represent and agree as follows:

The Evaluation Material furnished to us will be used by us solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as a broker or agent for any other person. Therefore we agree to keep all Evaluation Material strictly confidential; provided however, that any such Evaluation Material may be disclosed to our directors, officers or employees, as well as our counsel, accounting firms and financial institutions who need to know such information for the purpose of assisting us with our possible purchase of the Property, including those individuals listed below the signature block on page 2. Such directors, officers, lawyers, financial institutions and accountants shall be informed by us of the confidential nature of such information and shall be directed by us to treat such information with strict confidence. We shall be responsible for the compliance by such parties with the terms of this Agreement.

We agree not to copy or duplicate the Evaluation Material and to return the Evaluation Material to Owner or as Owner may direct promptly if we decide not to go forward with discussions or if requested by Owner. We agree that Owner and UPA will have no adequate remedy at law if we violate any of the terms of this Agreement. In such event, the Owner or UPA will have the right, in addition to any other right the Owner or UPA may have, to seek injunctive relief to restrain any breach or threatened breach by us or specific enforcement of such terms. In the event that the Owner and/or UPA is successful in any action for injunctive relief or in any action for damages as a result of our breach of this Agreement, we agree to pay the Owner's and UPA's costs and expenses of such action, including reasonable counsel fees.

In addition, we agree that we will not disclose and we will direct our representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person, the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, the Owner and UPA are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.

We further acknowledge and agree that, without the written consent of Owner, we shall not enter upon the Property for any purpose or contact any occupants of the Property, property management or managing agents, or any governmental agency, officials or representatives regarding the Property.

Although UPA has endeavored to include in the Evaluation Material information which Owner and/or UPA believe to be relevant for the purpose of helping us in our evaluation of the Property for possible purchase, we understand and acknowledge that neither the Owner nor UPA nor any of their respective affiliates or agents make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. We agree that the Owner, UPA and their respective affiliates or agents shall not have any liability to us as a result of our use of the Evaluation Material and it is understood that we are expected to perform and are responsible for such due diligence investigations and inspections of the Property, including investigation of any environmental conditions, as we deem necessary or desirable and as permitted by agreement with the Owner of the Property.

Information shall not be deemed confidential and proprietary, and we shall have no obligation of confidentiality with respect to any information which: (A) is already known and documented by us; or (B) is or becomes publicly known through no wrongful act of Receiving Party; or; (C) is rightfully received from a third party without any restriction known to us and is without breach of this Agreement; or (D) is approved for release by written authorization from Owner.

We also represent that no broker or agent represents us or will represent us in any possible transaction involving the Property. We acknowledge that no fees, commissions or expenses will be due from UPA or Owner to us or to any person or entity purporting to represent or act on our behalf.

We understand that UPA is acting on behalf of Owner as the sole exclusive agent and advisor in connection with the sale of the Property. We agree to pay all brokerage commissions, finder's fees and other compensation to which any broker, finder or other person with whom we have dealt or are alleged to have dealt, and who may be entitled to in connection with the negotiation and/or sale of the Property to us, except UPA's compensation, which is payable by the Owner. In addition, we agree to defend, indemnify, and hold harmless Owner and UPA against any and all claims, liabilities, damages, and costs of defense (including reasonable attorneys' fees) for a commission, fee or other compensation by any other person, broker, finder, or agent alleging that they have dealt with or through us, our affiliates, successors, assigns, and related parties, in connection with the negotiations and/or sale of the Property to us.

It is understood that the Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest or offers to purchase an interest in the Property and/or to terminate discussions with any potential purchaser at any time, with or without notice. The Owner shall have no legal commitment or obligation to any potential purchase unless and until a written agreement for the sale of the Property has been fully executed and delivered by Owner.

It is understood that any discussions with respect to the possible sale of the Property are subject to change of price, prior sale, financing or withdrawal without notice.

We acknowledge that the provision of Evaluation Material is subject to completion of this letter agreement and its approval by Owner or UPA.

We warrant and represent to Owner that we, and all persons and entities owning (directly or indirectly) an ownership interest in us: (a) are not, and shall not become, a person or entity with whom Owner is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly engaged in, and shall not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

This agreement embodies the full understanding of the parties and may not be changed orally. This agreement shall be governed and construed in accordance with the laws of the State of New York. Your obligations hereunder shall remain in place for one (1) year from the date signed below.

Name of Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

MAIL: _____

Address: _____

Address: _____

City, St, Zip: _____

Telephone: _____

Fax: _____

Please Return Executed Document To:

UPLAND PROPERTY ADVISORS, LLC

59 East 54th Street, Suite 52

New York, NY 10022

Phone: (917) 359-6727

Email: glenn@upanyc.com