

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter the "Agreement") is entered into as of _____, 20____, between John C. Ellis, III, Broker/Owner, Columbia Marketplace, Ltd. and Columbia Land Development, LLC (the foregoing parties collectively referred to herein as the "Seller Parties") and _____ (hereinafter "Interested Party"). The Seller Parties and Interested Party are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties desire to exchange and disclose to each other certain confidential and proprietary information (as more fully hereinafter defined, "Confidential Information") for purposes of exploring the option of entering into a mutually beneficial business relationship related to the Seller Parties various real estate holdings including, but not limited to its investment in land and/or one or more potential casino, resort, or commercial development project(s) located in western Harrison County, Mississippi (hereinafter the "Project"); and

WHEREAS, the Parties desire to provide protection for their Confidential Information.

NOW, THEREFORE, in consideration of the promises and mutual covenants provided herein, the Parties agree as follows:

1. Purpose of Disclosure. In the course of their discussions relative to the Project, the Parties may exchange Confidential Information. The exchange of such Confidential Information is subject to the terms and conditions of this Agreement.

2. Scope of Confidential Information. Confidential Information covered by this Agreement shall consist of the Parties' proprietary, confidential or other non-public information relating to their business and operations, including business plans, financial information and other information which a Party keeps and protects as its proprietary and non-public information.

3. Restrictions on Use and Disclosure.

(a) The Seller Parties and Interested Party agree to disclose to each other Confidential Information to be used solely in order that the Parties may evaluate mutually beneficial business opportunities related to the Project. Each Party receiving Confidential Information (a "Receiving Party") from another Party (the "Disclosing Party") agrees that it will not use the Confidential Information for any purpose other than to evaluate and negotiate a possible agreement between the Parties relative to the Project. The Parties further agree that they will not disclose any of the Confidential Information received from a Disclosing Party to any other party, except as authorized in writing by the Disclosing Party or as required by law. The Parties further agree that they will not use any of the Confidential Information in any manner which is adverse to the interest of the Disclosing Party, including, but not limited to, use of such Confidential Information for the Receiving Party's own benefit.

(b) The Parties shall, and shall cause their respective directors, officers, employees, agents and representatives to keep confidential and not disclose any Confidential Information belonging to a Disclosing Party to any other party, provided that a Receiving Party

may make such disclosure to its legal, accounting and other advisors (each an "Advisor"), but only to the extent the Receiving Party requires its Advisors to keep such information confidential (and each Advisor shall be advised of the confidentiality requirements of this Agreement, which shall apply to such Advisor, and the Receiving Party shall be liable for any disclosure by its Advisors).

(c) If a Receiving Party is required by law to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall (i) provide the Disclosing Party with the content of the proposed disclosure, the reasons such disclosure is required by law, and the time and place the disclosure will be made, in each case as soon as practicable following learning of the need to make a disclosure, and (ii) limit the disclosure to the minimum amount required by law, unless the Disclosing Party agrees in writing to a greater level of disclosure.

4. Non-applicability of Certain Confidential Information. Nothing herein will apply to any Confidential Information which:

(a) at the time of receipt was already rightfully possessed by the Receiving Party or was already in the public domain;

(b) after being provided, such information entered the public domain without any breach or fault of Receiving Party;

(c) is obtained by the Receiving Party from any individual, firm or entity which had the unrestricted right to disclose it;

(d) is required to be disclosed under court or governmental order. In such case, the Receiving Party shall provide notice to the Disclosing Party pursuant to Section 3(c) hereof; or

(e) is developed independently by the Receiving Party as evidenced by the Receiving Party's documentation made in the ordinary course of business.

5. Return of Confidential Information. All Confidential Information shall remain the property of the Disclosing Party and immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all copies of the Confidential Information in the Receiving Party's possession, including any media containing any such Confidential Information and any and all copies or extracts thereof.

6. Remedies for Breach. In the event any Party breaches the Agreement, the breaching Party shall reimburse the non-breaching Party (the "Non-breaching Party") for all costs, expenses, or damages incurred as a result of any violation of this Agreement. This obligation includes, but is not limited to, all damages resulting from the breach, including lost profits, court costs, litigation expenses and attorneys' fees. The Parties acknowledge that any violation of this Agreement entitles the Non-Breaching Party to all equitable, injunctive relief and compensatory damages available at law or in equity, and that a willful violation of this Agreement entitles the Non-breaching Party to punitive damages.

7. Anti-Assignment. No Party may assign this Agreement or its or his rights or obligations hereunder without the prior written consent of each of the other Parties.

8. **Brokers or Intermediaries.** Other than Global Gaming & Hospitality LLC and Global Gaming & Hospitality Real Estate Services LLC who are acting as exclusive Financial Advisor and Listing Agent, respectively, and John C. Ellis III who is acting as Mississippi Resident Principal Broker on behalf of the Seller Parties (collectively, the “Seller Parties Advisors”), there are no other brokers or intermediaries acting on behalf of the Seller Parties who are entitled to any compensation in connection with a potential transaction involving any Interested Party. The Interested Party represents and warrants that it is acting either: i) as a principal for its own account; and/or ii) is acting as a broker or intermediary on behalf of those specific parties disclosed to Seller Parties on the attached Exhibit A, as may be modified from time-to-time by mutual agreement with Seller Parties. Notwithstanding, Seller Parties shall have no obligation to compensate such Interested Party or any other parties included on Exhibit A and Interested Party or such other parties included on Exhibit A shall have no rights to share or participate in any compensation owing or paid to the Seller Parties Advisors unless other broker or fee paid party(s) and the specific fee compensation and source is specifically identified and included herein.

8. **Binding on Successors.** This Agreement shall be binding on all successors of the Parties.

9. **Modification by Written Agreement Only.** This Agreement may not be modified except by written agreement signed by each Party.

10. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Mississippi, and any disputes or lawsuits arising out of or related to this Agreement resulting in litigation shall be litigated in the state or federal courts located in Mississippi. The Parties submit to the personal jurisdiction of those courts to decide any dispute between them arising out of or related to this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the confidentiality of information, and there are no previous agreements between the Parties with respect thereto. This Agreement is not, however, intended to limit any right that a Party may have under trade secret, copyright, patent or other laws that may be available to it.

12. **Notice.** All notices and other communications under this Agreement shall be in writing and shall be given as follows:

If to the Seller Parties: John C. Ellis III, CCIM
P.O. Box 496
Pass Christian, Mississippi 39571

If to Interested Party: _____

Notice shall be deemed duly given (a) on the date of delivery if delivered personally; (b) on the date of delivery by telecopy or telefacsimile, with electronic confirmation of receipt; (c) on the first business day following the date of dispatch if delivered by a recognized next-day courier service; or (d) on the fifth business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid.

13. Notice of Claim. Prior to the initiation of any legal action or proceedings, to the extent any Party believes that any other Party has breached any term of this Agreement, the Party asserting that a breach has occurred shall provide the other Parties, within five (5) days, written notice of the breach which shall include the specific facts which support the alleged breach. The Party receiving notice that it or he has breached the Agreement shall have five (5) days to remedy any breach and respond in writing to the other Parties providing specific information regarding the Party's remedy of any breach or that such breach has not occurred.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

AS TO INTERESTED PARTIES:

Interested Party

Broker for Interested Party

BY: _____

BY: _____

AS TO SELLER PARTIES:

COLUMBIA MARKETPLACE, LTD.
By: Columbia Developers, Inc, G. P.

COLUMBIA LAND DEVELOPMENT, LLC

BY: _____
John C. Ellis, III, President

BY: _____
John C. Ellis, III, Managing Member

JCE Commercial Properties, Inc.
Exclusive Listing Agent of Seller

JOHN C. ELLIS, III, CCIM
President / Broker / Owner

EXHIBIT A
Interested Party List of Brokers, Intermediaries and/or Investors
To-be-mutually Agreed Upon with Seller Parties
