

F A C S I M I L E

**WAL-MART OUTPARCEL
SHOPPING CENTERS
CONFIDENTIALITY
AGREEMENT**

To:	Henry S. Miller Retail Division Attn: Vaughn Miller
Via Fax or Email to:	972-419-6840 or vaughn@henrysmiller.com
From:	
Company:	

THIS CONFIDENTIALITY AGREEMENT (THE "Agreement") is made and agreed to for the benefit of the owner of the property(ies) and Henry S. Miller ("Agent") by the undersigned party(ies) ("Receiving Party").

NOW, THEREFORE, in consideration of the privileges granted to Receiving Party with respect to receiving certain confidential information, and for other good and valuable consideration, Receiving Party hereby agrees with Seller and Agent as follows:

I. CONFIDENTIAL MATERIALS:

Receiving Party has requested from Agent an information package ("Due Diligence Package"), and Agent is willing to provide Receiving Party with the requested Due Diligence Package for Receiving Party's use, provided that Receiving Party executes and delivers this Agreement as a condition to the release of the Due Diligence Package to Receiving Party. The Due Diligence Package contains documents, reports and other confidential and/or proprietary information in Seller's possession (collectively, the "Confidential Materials") with respect to the property(ies) known collectively as the Wal-mart Outparcel Shopping Center(s) (the "Property"). However, the Confidential Materials shall not be deemed to include information available in public records, information that is or will become generally available to the public because of release by Seller or information that must be released pursuant to applicable law or a valid, final judicial or administrative order.

II. INSPECTION OF THE CONFIDENTIAL MATERIALS:

The Confidential Materials shall be received for use by Receiving Party only in accordance with the following procedures: (a) Receiving Party shall keep the Confidential Materials confidential and shall use the Confidential Materials solely for the purpose of (i) evaluating the suitability of the Property for purchase and/or (ii) interesting the prospective bidder indicated below in the Property to be offered for sale and for no other purpose; (b) neither Receiving Party nor its affiliates directors, officers, partners, employees, agents, advisors, attorneys, accountants, consultants, bankers, financial advisors or clients (collectively, "Representatives") shall make any reproduction of the Confidential Materials (other than handwritten summaries or notes or self-generated computer records) except for the express purpose of evaluating the Property for purchase or interesting the prospective Principal indicated below in the Property; and (c) Receiving Party may disclose the Confidential Materials only to Representatives (including those of its affiliates) on a "need to know" basis only. Prior to receipt of any Confidential Materials, Receiving Party shall require its Representatives to agree to be bound by the terms of this Agreement. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.

III. NO REPRESENTATIONS OR WARRANTIES:

Receiving Party acknowledges and understands that the Confidential Materials may have been prepared by parties other than the Seller and that neither Seller nor its Agent makes any representation or warranty whatsoever, express or implied, with respect to the content, completeness, or accuracy of the Confidential Materials. Receiving Party hereby releases Seller and Agent acting in their corporate or any other capacity, and Seller's and Agent's respective agents, employees, contractors, officers, directors, and representatives, from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees, whether suit is instituted) assessed against or incurred by Receiving Party in its reliance on or taking action based on the Confidential Materials.

IV. INDEMNIFICATION:

Receiving Party shall defend, indemnify and hold harmless Agent from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgements, costs and expenses (including attorneys' fees, whether suit is instituted) asserted against or incurred by Seller, as a result of any violation of, or failure to comply with, the provisions of this Agreement by Receiving Party or its Representatives.

VI. ACTING AS PRINCIPAL:

Receiving Party herewith stipulates that it is acting as a principal only, and not as a broker, in the contemplated transaction. If Receiving Party is to be represented by a Cooperating Broker in the contemplated transaction, then such Cooperating Broker shall also sign this Agreement, acknowledging and agreeing to be bound by the terms and conditions hereof.

VII. TERMINATION:

The confidentiality restrictions in this Agreement shall terminate upon the purchase of the Property by Receiving Party. Regardless of any purchase, however, any claim by Seller based on (a) a breach of or default under any provision of the Agreement or (b) the indemnification in Section IV shall not be extinguished unless waived by Seller in writing.

VIII. ENTIRE AGREEMENT; COUNTERPARTS:

This Agreement represents the entire agreement between Receiving Party, Seller and Agent relating to the receipt and use of any Confidential Materials which Receiving Party may have obtained, whether prior to or after the execution of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Receiving Party and Broker (if applicable) have delivered this Agreement of their own free act and deed.

RECEIVING PARTY:

COOPERATING BROKER (if applicable):

Company: _____

Company: _____

Street: _____

Street: _____

City, State, Zip: _____

City, State, Zip: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email: _____

Email: _____

Principal: _____
(Print Name)

Broker: _____
(Print Name)

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____