

CONFIDENTIALITY AGREEMENT

RE: FINANCIAL AND CONFIDENTIAL INFORMATION
HEDGECOIT SHOPPING CENTER
4020 HEDGCOX RD
PLANO, TX 75024

THE UNDERSIGNED RECIPIENT (THE "RECIPIENT"), _____ HAS REQUESTED INFORMATION (THE "EVALUATION MATERIAL") FROM VISIONSOURCE REAL ESTATE COMPANY, LLC IN CONNECTION WITH RECIPIENT'S CONSIDERATION OF A POSSIBLE ACQUISITION (AN "ACQUISITION TRANSACTION") BY RECIPIENT OF HEDGECOIT SHOPPING CENTER, PLANO TEXAS (THE "REAL PROPERTY"). RECIPIENT AGREES TO TREAT WITH THE STRICTEST CONFIDENCE THE EVALUATION MATERIAL AND ANY OTHER INFORMATION THAT ITS AGENTS OR ITS REPRESENTATIVES VISIONSOURCE REAL ESTATE COMPANY, LLC FURNISHES TO RECIPIENT OR RECIPIENT'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ADVISORS. SELLER RESERVES THE RIGHT TO NEGOTIATE WITH ANY OTHER PROSPECTIVE PURCHASER OF THE REAL PROPERTY AT ANY TIME. MOREOVER, UNLESS AND UNTIL A DEFINITIVE WRITTEN AGREEMENT IS ENTERED INTO, TO ACQUIRE THE REAL PROPERTY, IDENTIFIED AS HEDGECOIT SHOPPING CENTER ITS AFFILIATES, RECIPIENT WILL NOT BE UNDER ANY LEGAL OBLIGATION OF ANY KIND WHATSOEVER WITH RESPECT TO SUCH AN ACQUISITION TRANSACTION EXCEPT FOR THE MATTERS SPECIFICALLY AGREED TO IN THIS AGREEMENT. UPON WRITTEN REQUEST, RECIPIENT WILL PROMPTLY RETURN TO VISIONSOURCE REAL ESTATE COMPANY, LLC THE EVALUATION MATERIAL AND ALL DOCUMENTS AND INFORMATION FURNISHED BY VISIONSOURCE REAL ESTATE COMPANY, LLC.

RECIPIENT UNDERSTANDS THAT, ALTHOUGH VISIONSOURCE REAL ESTATE COMPANY, LLC HAS ENDEAVORED TO INCLUDE IN THE EVALUATION MATERIAL INFORMATION KNOWN TO IT WHICH IT BELIEVES TO BE RELEVANT FOR THE PURPOSE OF RECIPIENT'S INVESTIGATION, NEITHER VISIONSOURCE REAL ESTATE COMPANY, LLC NOR ITS AGENTS OR ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY TO RECIPIENT OR ANY OF RECIPIENT'S REPRESENTATIVES RESULTING FROM THE USE OF THE EVALUATION MATERIAL BY RECIPIENT OR SUCH REPRESENTATIVES. RECIPIENT AGREES THAT IF RECIPIENT DETERMINES TO ENGAGE IN AN ACQUISITION TRANSACTION SUCH DETERMINATION WILL BE BASED SOLELY ON THE TERMS OF SUCH WRITTEN AGREEMENT AND ON RECIPIENT'S OWN INVESTIGATION, ANALYSIS AND ASSESSMENT OF THE REAL PROPERTY.

WITH RESPECT TO AN ACQUISITION TRANSACTION OF THE REAL PROPERTY BY RECIPIENT, RECIPIENT IS ADVISED THAT _____ IS ACTING ON ITS OWN BEHALF AS ITS EXCLUSIVE AGENT. SHOULD RECIPIENT ELECT TO ENGAGE A BROKER OTHER THAN BROKER VISIONSOURCE REAL ESTATE COMPANY, LLC (THE "LISTING BROKER") TO REPRESENT RECIPIENT, RECIPIENT HERBY AGREES THAT THE RECIPIENT WILL PAY ANY FEES EARNED BY OR OWED TO CO-OPERATING BROKER IN CONNECTION WITH AN ACQUISITION TRANSACTION ***UNLESS OTHERWISE NEGOTIATED AND AGREED UPON IN THE ACQUISITION CONTRACT.*** BY EXECUTING THIS AGREEMENT, RECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS VISIONSOURCE REAL ESTATE COMPANY, LLC & SELLER AND THEIR RESPECTIVE AFFILIATES, AGENTS, SUCCESSORS, AND ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS AGAINST AND FROM ANY LOSS, LIABILITY, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF ANY CLAIM OR CLAIMS BY THE CO-OPERATING BROKER, FINDER, OR ANYONE ELSE FOR COMMISSIONS, FEES, OR OTHER COMPENSATION WITH RESPECT TO ANY ACQUISITION OF THE REAL PROPERTY BY RECIPIENT.

IF RECIPIENT AGREES WITH THE FOREGOING, PLEASE SIGN AND RETURN THIS AGREEMENT, VIA EMAIL TO SHAWN RINER AT SHAWN@VISIONSOURCERE.COM C. 972.762.1130. ELECTRONIC SIGNATURE SHALL BE PERMITTED. THIS AGREEMENT SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS.

CONFIRMED AND AGREED THIS____ DAY OF _____
RECIPIENT:

COMPANY: _____

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE: _____

EMAIL: _____

SIGNATURE: _____

CONFIRMED AND AGREED THIS____ DAY OF _____
CO-OPERATING BROKER:

COMPANY: _____

ADDRESS: _____

NAME: _____

TITLE: _____

PHONE: _____

EMAIL: _____

SIGNATURE: _____

YOUR VISION, OUR SOURCE

PRESTON POINTE CENTRE
1400 PRESTON RD SUITE 490 PLANO, TX 75093

O. 972.665.9908 C. 972.762.1130
SHAWN@VISIONSOURCERE.COM
