

CONFIDENTIALITY STATEMENT

Valley Shopping Center | St. Charles, IL

CONFIDENTIALITY AGREEMENT

Re: Real Property Commonly Known as:
Valley Shopping Center
St. Charles, IL ("Property")

In connection with your indication that you may have an interest in acquiring the Property (the "Proposed Transaction"), Next Generation Realty, Inc. ("Broker"), agent for the owner of the Property ("Owner"), is prepared to furnish you with certain information relating to the Proposed Transaction. All such information obtained from, or by meeting with, Broker, Owner or their respective officers, employees, advisors, attorneys, agents, representatives, affiliates or subagents is herein collectively referred to as the "Material".

As a condition to Broker furnishing any Material to you, you agree that all the Material will be treated as strictly confidential and will not be disclosed by you or your directors, officers, employees, affiliates, agents, advisors, clients, consultants or representatives (collectively, "Representatives") except as specifically permitted by the terms hereof. You agree that you and your Representatives will use the Material solely for the purpose of making an evaluation of the feasibility of the Proposed Transaction. You will not use the Material in any way detrimental to Broker or the Owner. You further agree that the Material will be disclosed only to such of your Representatives who need to examine the Material for the purpose described above. Before being provided with any Material, each such Representative shall be informed by you of the confidential nature of the Material and the terms of this Agreement and shall be directed by you to treat the Material confidentially and shall agree to abide by the provisions of this Agreement.

The term "Material" does not include information which (a.) becomes generally available to the public other than as a result of a disclosure by you or your Representatives, (b) was available to you or your Representatives on a non-confidential basis prior to its disclosure to you by Broker, or (c) becomes available to you or your Representatives on a non-confidential basis from a source other than Broker or Owner or their representatives, provided that such source was not itself bound by an obligation of confidentiality owed to Broker or Owner.

You further agree that you and your Representatives will not, without obtaining the prior written consent of Broker, directly or indirectly contact or participate in discussions with any person who is a party of the Proposed Transaction. Neither you nor your Representatives will contact the tenants or property management staff of the Property in connection with your review of the Material. Any and all questions related to the evaluation of the Material must be directed solely to Broker, unless otherwise advised by Broker.

Immediately upon the written request of Broker at any time, you will deliver to Broker all documents and written information constituting Material previously furnished by Broker or its agents to you or your Representatives or Prospects, without retaining any copy thereof, or, if Broker so directs, you will destroy all such written documents and information.

Neither Broker nor any other persons disclosing Material to you or your Representatives makes any warranty or representation whatsoever as to the accuracy or completeness of the Material. You agree that neither Broker, Owners, nor any of their respective directors, officers, representatives, agents, attorneys, advisors, affiliates or subagents, shall have any liability to you or any of your Representatives resulting from the use of the Material by you or such Representatives.

Owner reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive agreement with respect to the Proposed Transaction without prior notice to you. Nothing herein shall imply any agreement on the part of Owner to enter into the Proposed Transaction with you or to pay any commissions, finder's fees or other compensation or fees to any person. You shall be responsible for the payment of any brokerage fee, commission or other compensation to any broker (other than Broker and his affiliates), who has introduced you to the Property and you agree to indemnify and hold harmless Broker, Owner and their respective directors, officers, representatives, agents, attorneys and/or advisors from and against any and all claims made by such broker with respect to the Proposed Transaction. Broker and Owner reserve the right to take any action, whether in or out of the ordinary course of business, which Broker or Owner deems necessary or prudent in connection with the Property.

ACCEPTED AND AGREED TO:

Signature: _____

Date: _____

Company Name: _____

Name: _____

Phone: _____

E-Mail Address: _____