

Confidentiality Agreement – Mall of the Mainland

Kennedy Wilson Austin Inc., Indigo Retail Advisors Inc. and Cordes & Company Realty Associates (collectively the "Owner's Agent") has been retained on an exclusive basis by the owner (the "Owner") to assist in the marketing and sale of Mall of the Mainland (the "Property"). In connection with Prospective Purchaser's, as so evidenced below, possible purchase of Mall of the Mainland, the Owner intends to make available certain Information to Prospective Purchaser. The term "information" means all information that the Owner has made or is making available to Prospective Purchaser, whether directly or through the Owner's Agent, whether before or after the date of this Agreement, whether tangible or intangible, and in whatever form, as well as information generated by Prospective Purchaser or its representatives, as defined below, that contains, reflects or is derived from the furnished Information.

You are receiving confidential information ("Information") intended solely for your own use in determining whether you desire to express any further interest in the purchasing the Mall of the Mainland located at 10000 Emmett F. Lowry Expressway, Texas City, Texas, 77591. By receipt of this Information, you agree that this Information is confidential in nature and that you will hold and treat it in the strictest confidence. You agree to not use this Information in any fashion or manner detrimental to the interest of the Owners, and/or their respective agents. Without the prior written consent of the Owner or the Owner's Agent, the Information shall not be disclosed by Prospective Purchaser or any of its officers, directors, partners, employee's, affiliates, agents, or representatives (collectively, "Representatives") to any third party and shall not be used by Prospective Purchaser or its Representatives other than in connection with the possible purchase of Mall of the Mainland.

Prospective Purchaser agrees that the Information may be transferred only to its Representatives who need to know the Information for the sole purpose of assisting the Prospective Purchaser in evaluating the possible purchase of Mall of the Mainland, who are informed of this Agreement, and who in writing agree to be bound by the terms hereof as if a party hereto. Notwithstanding the above and in any event, Prospective Purchaser shall be fully liable for any breach of this Agreement by its Representatives and agrees, at its sole expense, to take all legal measures to restrain its Representatives from unauthorized disclosure or use of the Information.

The Information being provided was prepared by various parties related to the Property. It contains selected Information pertaining to the Property and does not purport to be all-inclusive or to contain all of the Information that prospective buyers of the Property may desire. Additional Information, and an opportunity to inspect the Property, will be made available to interested and qualified prospective purchasers. Neither the Owner, Owner's Agent nor any of their respective officers or agents, have made any representation or warranty, expressed or implied, as to the accuracy or completeness of this Information or any of its contents, and no legal commitments or obligations shall arise by reason of its contents. Prospective Purchaser agrees that neither the Owner, the Owner's Agent, nor any of its other representatives shall have any liability resulting from the providing or use of the Information. Prospective Purchasers are to rely on their own investigation, due diligence and education about the Property in determining their interest in its purchase.

Prospective Purchaser agrees that, at the conclusion of its review of the Information, all copies of the Information will be delivered back to the Owner or to Owner's Agent or promptly destroyed.

Prospective Purchaser acknowledges that this is not an agreement to sell or an offer of sale. No agreement or legal commitment binding upon the Owner of Mall of the Mainland, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of Mall of the Mainland enters into a formal binding agreement of sale for Mall of the Mainland. The Owner expressly reserves the right, at their sole discretion, to reject any or all expressions of interest or offers to purchase the Property and to terminate discussions with any entity at any time with or without notice.

The Prospective Purchaser acknowledges and agrees that, in the event of any breach of this Agreement, the Owner would be irreparably and immediately harmed and could not be made whole by monetary damages. Prospective Purchaser agrees that, in addition to any other remedy to which the Owner may

be entitled at law or in equity, the Owner shall be entitled to injunctive relief to prevent a breach or threatened breach of this Agreement or to compel specific performance of this Agreement.

If any one or more provisions of this Agreement shall be held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement.

IN WITNESS WHEREOF, Prospective Purchaser HAS EXECUTED THIS Agreement to be effective the day and year written below.

Mall of the Mainland – 10000 Emmett F. Lowry Expressway, Texas City, Texas, 77591

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2013.

By: (Investor) _____

Print Name: _____

Its: _____

Company: _____

Address: _____

Telephone #: _____

Fax #: _____ Email Address: _____

By: (Buyer's Broker) _____

Print Name: _____

Its: _____

Company: _____

Address: _____

Telephone #: _____

Fax #: _____ Email Address: _____