

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to for the benefit of Developers Diversified Realty Corporation, 3300 Enterprise Parkway, Beachwood, Ohio 44122 (together with its successors and affiliates, including, without limitation, JDN Realty Corporation, collectively, "Owner/Seller") and Stone Ridge Capital, LLC ("Agent") by the undersigned party ("Prospective Purchaser").

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

**I. CONFIDENTIALITY:**

Prospective Purchaser has requested from Agent an information package ("Due Diligence Package"), and Agent is willing to provide Prospective Purchaser with the requested Due Diligence Package. Prospective Purchaser's use of the Due Diligence Package shall be for the sole purpose of evaluating the suitability of the Property for purchase and for no other purpose. The Due Diligence Package contains, but is not limited to, documents, reports and other confidential and/or proprietary information. Prospective Purchaser shall not disclose any of the Due Diligence Package information to any person or entity. However, the Due Diligence Package 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. All Due Diligence Package information and any copies thereof shall be returned to Agent promptly upon request.

**II. NO REPRESENTATIONS OR WARRANTIES:**

Prospective Purchaser acknowledges and understands that the Due Diligence may have been prepared by parties other than the Seller. Neither Seller nor its Agent makes any representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Due Diligence Package. Prospective Purchaser hereby releases Seller and Agent and their respective agents, employees, contractors, officers, directors, and representatives, from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) incurred by Prospective Purchaser in its reliance on information provided by Agent.

**III. ACTING AS PRINCIPAL:**

Prospective Purchaser herewith stipulates that it is acting as a principal only, and not as broker, in the contemplated transaction. Prospective Purchaser acknowledges Seller has retained Agent as its sole broker in connection with the sale of the property and will not recognize any other broker as a subagent of Seller. If Prospective Purchaser 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.

**IV. TERMINATION:**

Seller reserves the right at its sole discretion to reject any or all purchase proposals or terminate discussions with any party at any time with or without notice.

PROSPECTIVE PURCHASER:

BROKER (if applicable):

Company \_\_\_\_\_

Company \_\_\_\_\_

Street \_\_\_\_\_

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

E-mail \_\_\_\_\_

Principal \_\_\_\_\_  
(Print Name)

Broker \_\_\_\_\_  
(Print Name)

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_