

Hunt Realty Investments, Inc.
1900 North Akard Street
Dallas, TX 75201-2300
Attention: Eugene K. Sanger, Jr.

Ladies and Gentlemen:

In connection with your consideration of a possible negotiated transaction with _____ (the "Company"), which may involve an investment in the Company or the acquisition of some or all of its assets or securities, you have requested certain information which is not available to the general public concerning the Company.

As used herein, "Confidential Information" means all non-public information about the Company that is provided to you during the term of this letter agreement by the Company or any of its advisors including, but not limited to, _____ [insert name of advisor signing this letter on behalf of the Company]. The term "Confidential Information" does not, however, include information which: (i) is already in your possession, provided that the source of such information is not known by you to be subject to an obligation of confidentiality to the Company; (ii) is or becomes generally available to the public other than as a result of disclosure by you or your Authorized Parties (as defined below); (iii) becomes available to you on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not known by you to be subject to an obligation of confidentiality to the Company; or (iv) you independently develop without the use or application of Confidential Information.

As used herein, the term "Authorized Parties" means (i) your affiliates, (ii) your and your affiliates' partners, directors, officers, employees, agents and advisors (including, without limitation, financial advisors, counsel and accountants), and (iii) potential lenders, investors and partners with whom you desire to explore a participation in your potential transaction with the Company.

You shall use the Confidential Information exclusively to evaluate a possible negotiated transaction between the Company and you or your affiliate. Except as expressly permitted by this letter agreement, you shall not disclose the Confidential Information to any party other than

your Authorized Parties. You shall inform each Authorized Party receiving Confidential Information of the confidential nature of such information and your obligations as described herein, and you shall direct the Authorized Party to treat such information confidentially and otherwise to comply with this letter agreement as if it were a party hereto. If you make a permitted disclosure of any Confidential Information to an Authorized Party, you shall be liable to the Company for any failure by the Authorized Party to treat such Confidential Information in the same manner as you are obligated to treat the Confidential Information pursuant to the terms of this letter.

In addition, except as expressly permitted by this letter agreement, without the prior written consent of the Company, you will not, and will direct the Authorized Parties not to, disclose to any person or entity either the fact that the Confidential Information has been made available to you, that discussions or negotiations are taking place concerning a possible transaction between the Company and you, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

Your obligations of confidentiality hereunder shall not preclude any disclosure as may be required by applicable laws or legal process (collectively referred to as a “Legally Required Disclosure”). In the event any such Legally Required Disclosure may be necessary, you agree to promptly notify the Company in advance of such Legally Required Disclosure and, to the extent applicable in any judicial or administrative proceeding, reasonably cooperate and cause the Authorized Parties to reasonably cooperate with the Company, at the Company’s expense, in any attempts by the Company to contest any such Legally Required Disclosure.

You acknowledge and agree, and shall advise the Authorized Parties who receive Confidential Information, that review of the Confidential Information may restrict or eliminate the ability of you and such Authorized Parties from selling or purchasing Company securities under applicable securities laws. You agree, and shall advise the Authorized Parties who receive Confidential Information, (i) to comply fully with all securities laws relating to Company securities, and (ii) not to communicate any Confidential Information to any other party under circumstances in which it is reasonably foreseeable that the party is likely to violate such securities laws.

The Company shall be entitled to equitable relief, including injunction, in the event of any breach of the provisions of this letter agreement. The Company shall be entitled to seek an injunction without the necessity of posting bond.

Although the Company and its advisors have endeavored to include information in the Confidential Information which is known to them and which they believe to be relevant for the purposes of your investigation, you acknowledge that neither the Company nor any of its

advisors have made or are making any representation or warranty as to the accuracy or completeness of the Confidential Information. You agree that neither the Company nor any of its advisors shall have any liability to you or any of your Authorized Parties resulting from the use of the Confidential Information.

In the event that you do not proceed with the possible transaction which is the subject of this letter within a reasonable period of time, you shall promptly, upon request by the Company or its advisors, redeliver to the Company all written Confidential Information and (except as provided in the next sentence) any other written material containing, including or reflecting any Confidential Information (whether prepared by the Company, its advisors or otherwise), and you will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other writings prepared by you or your advisors with the use or application of the Confidential Information shall be destroyed or retained by you in confidence.

Until a definitive agreement between the Company and you or your affiliate has been executed and delivered with respect to any possible transaction referred to in the first paragraph of this letter, neither you nor any of your Authorized Parties, nor the Company nor any of its directors, officers, employees, agents, representatives or advisors, will be under any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this or any other written or oral expression, except for the matters specifically agreed to herein. The Company reserves the right, in its sole discretion, to reject any and all proposals made by you or any of your representatives, agents or advisors with regard to a transaction between the Company and you, and to terminate discussions and negotiations with you at any time.

You agree that (i) the Company and its representatives, agents and advisors shall be free to conduct any process for any transaction involving the Company, if and as they in their sole discretion shall determine (including, without limitation, negotiating with any other interested parties and entering into a definitive agreement without prior notice to you or any other person), (ii) any procedures relating to such process or transaction may be changed at any time without notice to you or any other person, and (iii) you shall not have any claims against the Company, its representative, agents or advisors arising out of or relating to any transaction involving the Company (other than those against the parties to a definitive agreement with you or your affiliate in accordance with the terms thereof) nor, unless a definitive agreement is entered into with you or your affiliate, against any third party with whom a transaction is entered.

The agreement set forth in this letter may be modified or waived only by a separate writing signed by the parties hereto, expressly so modifying or waiving such agreement. You acknowledge that this obligation of confidentiality and standstill covenants shall survive for a period of one year from the date hereof.

Hunt Realty Investments, Inc.
_____, 20____
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This letter shall be governed by, and construed in accordance with, the laws of the State of Texas.

Very truly yours,

_____, as agent

for _____

By: _____

Name: _____

Title: _____

Confirmed and Agreed to:

HUNT REALTY INVESTMENTS, INC.

By: _____

Name: _____

Title: _____