

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this 6th day of January, 2009, by and between GGP-Redlands Mall, L.P., a Delaware limited partnership and certain of their affiliates (collectively, "GGP") who own Redlands Mall, located in Redlands, California (the "Property"), and the City of Redlands and the Redevelopment Agency for the City of Redlands (together, "Recipient").

GGP and Recipient intend to engage in discussions with respect to the purchase and sale of the Property (the "Transaction"). In the course of such discussions, it is anticipated that GGP will disclose or deliver to the Recipient, non-public, confidential or proprietary financial, legal, technical, business or other information. In consideration of the mutual promises and covenants contained in this Agreement, GGP's disclosure of confidential information to Recipient, and any payments made or to be made by GGP or Recipient, the parties hereto agree as follows:

1. Confidential Information

(a) "Confidential Information" means all information that GGP, its affiliates, or Representatives (hereinafter defined) furnish or otherwise make available to Recipient or its Representatives with respect to the Transaction, whether before or after the date of this Agreement, and whether oral, written or electronic, together with any reports, analyses, compilations, forecasts, memoranda, notes, studies and any other written or electronic materials prepared by or for Recipient or its Representatives. "Confidential Information" includes, without limitation, information relating to GGP services, the marketing or promotion of any GGP service, GGP's business policies or practices, strategic plans, pricing, lease rates, tenant information, sales per square foot, vendor names, customer lists, management systems, and information received from others that GGP is obligated to treat as confidential. Confidential Information disclosed to Recipient or its Representatives by any GGP Representative, subsidiary, affiliate, or agent is covered by this Agreement.

(b) Confidential Information shall not include that information defined as Confidential Information above that Recipient can conclusively establish: (i) is or subsequently becomes publicly available without Recipient's or its Representatives breach of any obligation owed to GGP; (ii) became known to Recipient prior to GGP's disclosure of such information to Recipient; (iii) became known to Recipient from a source other than GGP other than by the breach of an obligation of confidentiality owed to GGP; or (iv) is independently developed by Recipient.

(c) "Representatives" means a party's respective affiliates, directors, officers, employees, agents, accountants, counsel, investment bankers, consultants, commercial bankers, members, managing members and those partners and investors identified to and pre-approved in writing by GGP.

2. Restrictions

(a) Recipient shall not disclose any Confidential Information to any third parties. However, Recipient may disclose Confidential Information in accordance with judicial or other governmental order, provided Recipient shall give GGP reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. In the event a protective order or other remedy is not obtained by GGP, Recipient may only furnish that portion of the Confidential Information which, in the opinion of Recipient's counsel, Recipient is legally compelled to disclose and Recipient will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information furnished.

(b) Recipient shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Recipient may disclose Confidential Information only to Recipient's Representatives on a need-to-know basis. Recipient's Representatives shall be informed by Recipient of the confidential nature of the Confidential Information and must agree to keep all Confidential Information strictly confidential in accordance with this Agreement.

(c) Confidential Information may be disclosed, reproduced, summarized or distributed only as expressly provided hereunder. Recipient agrees to segregate all such Confidential Information from the confidential information of others in order to prevent commingling.

3. Rights and Remedies

(a) Recipient shall notify GGP immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient, and will cooperate with GGP in every reasonable way to help GGP regain possession of the Confidential Information and prevent its further unauthorized use.

(b) Recipient shall immediately return all originals, copies, reproductions and summaries of Confidential Information at GGP's request or, at GGP's option, destroy and certify destruction of the same.

(c) Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that GGP shall be entitled, without waiving any other rights or remedies, to exercise any right, power or remedy available to GGP at law or in equity. Such remedies may include, without limitation, the right to sue for specific performance, injunctive relief and/or damages. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof.

4. Miscellaneous

(a) All Confidential Information is and shall remain the property of GGP. By disclosing information to Recipient, GGP does not grant any express or implied right to Recipient to or under GGP copyrights, trademarks, or trade secret information.

(b) The Confidential Information has been prepared for the purpose of providing general, financial, legal, technical and other information concerning GGP and the Property. No representation is made by GGP as to the accuracy or completeness of such information. GGP expressly disclaims any and all liability for representations, expressed or implied, contained in, or for omissions from, the Confidential Information and any other written or oral communication transmitted in connection herewith. Nothing contained in the Confidential Information is, or should be relied upon as, a promise or forecast of the future of GGP or the Property. In furnishing the Confidential Information, GGP does not undertake any obligation to provide access to any additional information or to conduct any further discussions with Recipient.

(c) Notwithstanding anything to the contrary set forth herein, the terms and conditions of this Agreement shall remain in full force and effect for twelve (12) months from the date hereof.

(d) All notices and other communications required or permitted under this Agreement ("Notices") must be in writing and (a) sent by certified mail, return receipt requested; or (b) delivered by nationally recognized overnight delivery service providing evidence of the date of delivery, with all charges prepaid, addressed to the appropriate party at its address indicated in this Agreement. The Recipient or GGP each may change from time to time the address to which Notices must be sent, by Notice given in accordance with this paragraph. All Notices given in accordance with this paragraph will be deemed to have been given three (3) Business Days after having been deposited in any mail depository regularly maintained by the United States postal service, if sent by certified mail, or one (1) Business Day after having been deposited with a nationally recognized overnight delivery service, if sent by overnight delivery. "Business Day" is defined as any day, other than a Saturday, a Sunday, a federal holiday or any day on which banking institutions in Chicago are generally open for business.

(e) Recipient agrees that no contract or agreement pertaining to the Transaction between GGP and Recipient will be deemed to exist between GGP and Recipient until a definitive written agreement has been executed and delivered by GGP and Recipient. Recipient agrees that unless and until a definitive written agreement between GGP and Recipient has been executed and delivered, neither GGP nor any of its representatives will have any legal obligation or liability of any kind with respect to the Transaction by virtue of this Agreement, any other written or oral expression with respect to a possible agreement pertaining to such Transaction by GGP or any of its Representatives, or otherwise.

(f) The parties each acknowledge that nothing herein (i) requires the disclosure of any Confidential Information, which information shall be disclosed, if at all, in the sole and absolute discretion of GGP, or (ii) requires either party to proceed with the Transaction except as may otherwise be agreed in writing.

(g) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of GGP, its agents, or employees, but only by an instrument in writing signed by an authorized officer of GGP. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(h) If either GGP or Recipient employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of Illinois, and Recipient further consents to jurisdiction by the state and federal courts sitting in the State of Illinois. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by the Illinois Long Arm Statute.

(i) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(j) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

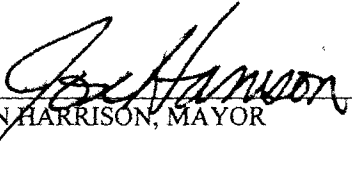
(k) Subject to Section 4(c), all obligations created by this Agreement shall survive change or termination of the parties' business relationship.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Recipients:

CITY OF REDLANDS

By: 

JON HARRISON, MAYOR

Address and Phone Number:

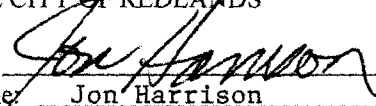
c/o City of Redlands

P.O. Box 3005

Redlands, California 92373-1505

(909) 798-7510

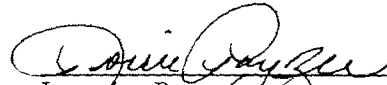
REDEVELOPMENT AGENCY FOR
THE CITY OF REDLANDS

By: 

Name: Jon Harrison

Title: Chairman

ATTEST:



Lorrie Poyzer

City Clerk, City of Redlands

Secretary, Redevelopment Agency
of the City of Redlands

GGP:

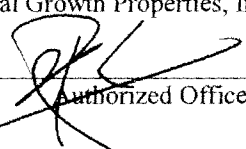
GGP-REDLANDS MALL, L.P.

By: GGP-Redlands Mall L.L.C., its general partner

By: GGPLP L.L.C., its sole member

By: GGP Limited Partnership, its managing member

By: General Growth Properties, Inc., its general partner

By: 

Authorized Officer

Address and Phone Number:

c/o General Growth Properties

110 North Wacker Drive

Chicago, IL 60606

(312) 960-5000