CLIENT REGISTRATION AND BROKER/CLIENT CONFIDENTIALITY AGREEMENT

Broker Name:	("Broker")
Registered Client Name:	("Client")

Property:

3603-3651 N. St. Peters Pkwy, St. Peters, MO 63376 (the "Property")

On behalf of the owners of the Property ("Owners"), Colliers International Saint Louis, LLC ("Colliers") as listing agent for the sale of the Property, is pleased to provide Broker with information on the Property ("Investment Offering"). The Investment Offering will be provided to Broker following full execution of this agreement.

By their signatures below, Broker and Client confirm their request to receive the Investment Offering and their respective commitments to bind themselves and their respective employees, officers and directors, contractors and consultants to the terms hereof. Specifically, Broker and Client confirm and agree to the following:

- 1. The information in the Investment Offering, and any other information provided to Broker and/or Client by Colliers or any employees, officers and directors, contractors or consultants of Owners or Colliers, will be handled by Broker and Client in strict confidence and will be disclosed solely to Broker's and/or Client's employees, officers or directors and such professional consultants as may be necessary and appropriate to assist Broker and/or Client with Client's evaluation with respect to the purchase of the Property. Broker and/or Client will inform any such individuals that may receive part or all of the Investment Offering and/or other information that it is confidential and is subject to this agreement.
- 2. Broker's and/or Client's investigation and evaluation of this investment, as well as any dialogue and/or negotiations that may take place between (a) Broker or Client and (b) Colliers or Owners will be held in strict confidence.
- 3. Owners, Colliers and all employees or contractors of Owners and/or Colliers make no representation as to the accuracy or completeness of the information set forth in the Investment Offering or any other information that may be presented verbally or in writing in the course of Broker's and/or Client's investigation and evaluation process.
- 4. Owners, directly or through Colliers, reserve the right to use their sole judgment and discretion regarding the acceptance or rejection of any or all offers to acquire the Property and to terminate their discussions with any party at any time for any reason whatsoever.
- 5. Broker, Client, and their respective employees, officers and directors, contractors and consultants will refrain from inspecting the Property without the prior authorization of Colliers.
- 6. Broker and Client represent that Client is a principal or a fiduciary in relation to Client's interest in evaluating the Property as a possible acquisition for Client's own portfolio.



- 7. Broker will not release or disclose any of the information in the Investment Offering to any other client without registering the client with Colliers and entering into a separate Client Registration and Broker/Client Confidentiality Agreement with respect to that client.
- 8. Colliers has been engaged to represent the Owners of the Property and will be compensated by Owners. A definitive Co-Broker Commission Agreement shall be fully executed prior to execution of a Purchase and Sale Agreement.

Acknowledged, agreed and accepted by Broker and Client as of the dates adjacent to their respective signatures.

BROKER NAME:			
Signature: Printed Name: Title:			
Date:	day of	, 2017	
CLIENT NAME:			
Signature:			
Printed Name:			
Title:			
Date:	day of	, 2017	