

CONFIDENTIALITY AGREEMENT

Joseph Hill
Colliers International | St. Louis
101 S. Hanley Road, Ste. 1400
Clayton, Missouri 63105

**Re: Page Business Center
8610 Page Avenue
Overland, MO 63114**

Mr. Hill:

You have advised us that Colliers International | St. Louis ("Colliers") is authorized to act on behalf of the owner/seller (herein "Owner") in connection with a possible sale of the above referenced Property. This will serve to confirm our understanding and agreement concerning materials which you will make available to us for study in connection with a possible purchase by us of the Property.

Colliers has available for study certain information concerning the Property which may include various papers, documents, data, plans and other materials (hereinafter referred to as the "Evaluation Material") portions of which may be confidential and proprietary in nature. On behalf of the Owner, Colliers is prepared to furnish the Evaluation Material to us for the following purpose on the following terms and conditions:

1. The Evaluation Material will be used by us solely for the purpose of evaluating a possible transaction involving the Property, as a principal or advisor, exclusively for our own account or the account of a client, and shall not be used by us as a broker, finder or similar agent for any other person. Therefore, we agree to keep all Evaluation Material (other than information which is a matter of public knowledge or is provided from other sources readily available to the public) strictly confidential; provided, however, that such Evaluation Material may be disclosed to our employees and agents, as well as to our outside counsel and other representatives who need to know such information for the purpose of evaluating a possible purchase of the Property by us. Such third parties shall be informed by us of the confidential nature of such information, and shall be directed to treat the Evaluation Material with strict confidence subject to and in accordance with this agreement. In any event, we shall be responsible for any breach of this agreement by any of our employees, agents and representatives.

In addition, we agree that we will not disclose, without the prior written consent of Owner, and we will direct any and all of our representatives who are given access to the Evaluation Material in accordance with the terms hereof, not to disclose to any person (other than a person authorized hereunder), the fact that the Evaluation Material has been made available to us, that discussions or negotiations among us, the Owner and Colliers are now taking place or will take place, or any of the terms, conditions or other facts with respect to the possible acquisition of the Property.

We agree that disclosure of the Evaluation Material in violation of this agreement might irreparably harm Owner and Colliers, and that neither Owner nor Colliers will have an adequate remedy at law if we violate any of the terms of this agreement. In such event, Owner and Colliers will have the right, in addition to any other right the Owner or Colliers may have, to seek injunctive relief to restrain any breach or threatened breach by us and to specific enforcement of the terms of this agreement.

2. Although Colliers has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purpose of our investigation, we understand and acknowledge that neither Colliers nor Owner make any representation or warranty to us as to the accuracy or completeness of the Evaluation Material. We agree that neither Colliers nor the Owner shall have liability to us or any of our agents or representatives resulting from our or our agents' and representatives' use of or reliance upon the Evaluation Material. We acknowledge that neither Owner nor Colliers is responsible for determining whether toxic or hazardous wastes or substances or other undesirable materials are present at the Property, and that it is solely our responsibility to conduct investigations to determine the presence of such materials.

3. We (a) warrant and represent that we are not represented by any broker, finder or agent in any possible transaction involving the Property (**unless listed below**); (b) agree to indemnify and hold Colliers and Owner and their respective affiliates, successors and assigns harmless from and against any liability, loss, damage, cost and expense (including reasonable attorney's fees) which they may sustain or incur by reason of any claims by any broker, finder or similar agent for commissions, fees and other compensation relating to the proposed or actual transaction involving the Property and us, our affiliates, successors, assignees or nominees (**unless listed below**); and (c) acknowledge that Colliers, in its capacity as exclusive broker for Owner, has no power or authority in any way to bind Owner with respect to a transaction involving the Property, and that Owner shall in no way be bound or be deemed to have agreed to any transaction or the terms and conditions thereof unless and until such time as Owner has executed and delivered a written agreement with us under terms and conditions that are acceptable to Owner, in its sole and absolute discretion.

4. We agree to return all Evaluation Material to Colliers immediately upon termination of discussions between us or upon request of Colliers or Owner, and not to retain any copies thereof.

5. This agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. This agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Missouri without giving effect to any conflict of laws principles, and we consent to suit in the state and federal courts of the State of Missouri, waive any objection to the venue of any action filed in any state or federal court of the State of Missouri and waive any claim of forum non conveniens or for transfer of any such action to any other court. This agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this agreement shall be of no force or effect. This agreement shall not be modified or amended in any respect except by a written agreement executed by the parties. The prevailing party in an action, arbitration or similar legal proceeding shall be entitled to recover from the other party all of its actual and reasonable fees and costs, including, but not limited to, attorneys' fees.

6. This agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature; and an electronically or facsimile transmitted copy hereof shall have the same binding effect as an original signature on an original document. Upon Colliers's or Owner's request, any electronic, facsimile or telecopy copy of this agreement shall be re-executed in original form. We may not raise the use of electronic mail, a facsimile machine or telecopier or the fact that any signature was transmitted

through the use of electronic mail or a facsimile or telecopier as a defense to the enforcement of this agreement.

We are providing you with this agreement as a condition to the commencement of our dealings and negotiations with Colliers and Owner.

Very truly yours,

Company: _____

By: _____

Print Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Date: _____

Broker Representation:
(Please check)

☐ None

☐ Yes

If yes, please list name and contact information:

Name: _____

Company: _____

Address: _____

Broker hereby agrees to the Terms of
this Confidentiality Agreement:

Signature

Date

In the event of broker representation, broker is required to have Commission Agreement with Colliers International.

In order to receive the Evaluation Material, please sign and return the foregoing agreement by electronic mail to Joseph Hill, Colliers International at joe.hill@colliers.com.