

NEWMARK ZIMMER
Attn: Chris Robertson
1220 Washington, Suite 300
Kansas City, MO 64105
Telephone: 816.474.2000
Fax: 816.421.6666
E-Mail: crobertson@nzimmer.com

CONFIDENTIALITY AGREEMENT

THE PROPERTY: 200-352 S 291 Highway, Liberty, Clay County, MO 64068

The undersigned has been advised that Newmark Zimmer (“NZ”) has been retained on an exclusive basis by the owner of the above referenced property (“Owner”) with respect to the offering for sale of the property indicated above (“Property”). The Owner has indicated that all inquires and communications with respect to the contemplated sale of the Property be directed through NZ. All fees due NZ in connection with the sale of the Property shall be paid by Owner.

Principal/Advisor – If the undersigned is a principal or investment advisor acting on behalf of a principal, then such undersigned agrees that it will not look to Owner of NZ for any fees or commissions with the sale of the Property.

The undersigned (whether principal or broker) acknowledges that it has not dealt with any other broker other than NZ regarding the acquisition of the Property, or if it has, the undersigned agrees to indemnify the Owner and NZ against any compensation, liability and expenses arising from claims from any other broker/agent or third parties that have not properly registered their clients or signed this Confidentiality Agreement.

Pursuant to the Real Estate Sale Contract for the sale of the Property, NZ has available for review certain information (“Confidential Information”) concerning the Property. On behalf of the Owner, NZ may make such Confidential Information available to the undersigned upon execution of this Confidentiality Statement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property. This is not an agreement to sell the Property nor an offer of sale. No agreement binding upon the Owner of the Property, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owner of the Property enters into a formal binding agreement of sale. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property and to terminate discussions with any party at any time with or without notice

The Confidential Information contains brief, selected information pertaining to the properties, and has been prepared by NZ primarily from information supplied by the Owner or the Owner’s agent. It does not purport to be all-inclusive or to contain all the information, which a prospective purchaser may desire. Neither NZ nor Owner make any representation or warranty, expressed or implied, as to the accuracy or completeness of the confidential information and no legal liability is assumed or to be implied with respect thereto.

By executing this Confidentiality Statement you agree that the Information provided is confidential, that you will hold and treat it in the strictest of confidence, and that you will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior authorization of NZ, except that the information may be disclosed, as needed to evaluate the potential purchase of the Property, to your partners, employees, consultants, legal counsel and lenders or pursuant to a court order. If you do not wish to pursue acquisition negotiations you hereby agree to return the Confidential Information to NZ. This Confidentiality Statement runs to the benefit of Owner and NZ.

ACCEPTED AND AGREED TO

THIS _____ DAY OF _____, 20__

Principal
Signature: _____
Name
(Printed) _____
Title: _____
Company: _____
Address: _____

Phone Number: _____
Fax Number: _____
E-Mail: _____

Broker
Signature: _____
Name
(Printed): _____
Title: _____
Company: _____
Address: _____

Phone Number: _____
Fax Number: _____
E-Mail: _____