



CONDITIONS OF OFFERING – CONFIDENTIALITY AGREEMENT

To: The Owner and Pace Properties, Inc. (BROKER)
c/o Dan Cahill, CCIM
Pace Properties, Inc.
Fax: 314.968.5050
Email: dcahill@paceproperties.com

RE: Green Park Office/Warehouse Complex: 110 Rock Cliff Court ,111 Rock Cliff Court and 9763 Green Park Industrial Drive, Green Park, MO 63123 (“The Property”)

Offering Memorandum and Legal Liability

The Offering Memorandum (“The Memorandum”) is intended solely for the limited use of The Potential Purchaser in considering whether to pursue negotiations to acquire the three parcel portfolio located at **110 Rock Cliff Court ,111 Rock Cliff Court and 9763 Green Park Industrial Drive, Green Park, MO 63123** (collectively “The Property”). The Memorandum, prepared by Pace Properties, Inc. (BROKER), contains brief, selected information pertaining to the operation of The Property and Owner does not purport to be all-inclusive or to contain all the information, which The Potential Purchaser may desire. The Memorandum will be delivered with the understanding that The Potential Purchaser will conduct its own analysis and investigation of The Property, independently and without reliance upon BROKER, The Owner or The Memorandum and based on such documents, information and other matters as The Potential Purchaser, in its sole discretion, deems appropriate in evaluating a purchase of The Property. In furnishing The Memorandum, BROKER and/or The Owner reserve(s) the right to request the return of The Memorandum (including all copies or partial copies), or any other information provided, at any time. Neither The Owner nor BROKER or any of their officers, employees or agents make any representation or warranty, expressed or implied, as to the accuracy or completeness of The Memorandum or any oral or written communication transmitted from BROKER and/or The Owner to The Potential Purchaser and no legal liability is assumed or to be implied with respect thereto. By accepting The Memorandum, The Potential Purchaser agrees that The Memorandum’s contents and any other information pertaining to The Property and provided to The Potential Purchaser are confidential and proprietary; that The Memorandum and the information contained therein or provided is the property of The Owner and/or BROKER; that it will hold and treat The Memorandum and information provided in the strictest of confidence; that it will not, directly or indirectly, disclose or permit anyone else to disclose The Memorandum’s contents without prior written authorization; and, that it will not use or permit to be used The Memorandum or The Memorandum’s contents in any fashion or manner detrimental to the interest of The Owner or BROKER or in violation of the obligation to maintain such information and The Memorandum in strict confidence. However, The Potential Purchaser may disclose such confidential information to its employees, auditors, financial advisors, directors and/or counsel to whom it is reasonably necessary for purposes of evaluating The Property provided such disclosure is made pursuant to this agreement, all reasonable precautions are taken to safeguard the information and parties are informed of the need to maintain the information as confidential. The Potential Purchaser agrees that photocopying or other duplication of information provided by The Owner and/or BROKER is strictly prohibited. The Owner expressly reserves the right, at its sole discretion, to reject any or all proposals or expressions of interest in The Property and to commence, participate in, or terminate discussions with any party at any time with or without notice. The Potential Purchaser acknowledges that The Owner has no obligation to discuss or agree to the sale of The Property. Notwithstanding that The Potential Purchaser and The Owner may reach one or more oral understandings or agreements on one or more issues that are being discussed, neither party shall be bound by any oral agreement of any kind and no rights, claims,

obligations or liabilities of any kind, either express or implied, shall arise or exist in favor of or be binding upon either party except to the extent expressly set forth in a written agreement signed by both parties. The Memorandum shall not be deemed a representation of the state of affairs of The Property nor constitute an indication that there has been no change in the business or affairs of The Property since the date of its preparation. The Potential Purchaser agrees not to contact the tenants, leasing brokers or property management staff of The Property in connection with its review of The Property. Any and all questions related to The Memorandum or The Property must be directed to BROKER. In the event The Potential Purchaser decides not to pursue the acquisition of The Property, The Potential Purchaser agrees to return The Memorandum and all copies (including partial copies) to the appropriate representative of BROKER. The Potential Buyer agrees that, unless and until all internal approvals required by the Owner are properly obtained and a binding purchase and sale agreement is entered into with respect to the Property, neither the Owner, BROKER nor the Potential Purchaser will be under any legal obligation of any kind whatsoever with respect to any purchase or sale of the Property by virtue of this or any other written or oral expression.

Representation

Unless otherwise agreed to and authorized in writing by The Owner, BROKER and The Potential Purchaser, BROKER is not representing The Potential Purchaser in this Proposed Sale.

Americans with Disabilities Act

The United States Congress has enacted the Americans With Disabilities Act. Among other things, this act is intended to make business establishments equally accessible to persons with a variety of disabilities. As such, modifications to real property may be required. State and local laws also may mandate changes. Neither The Owner nor BROKER is qualified to advise The Potential Purchaser as to what, if any, changes may be required now, or in the future. The Potential Purchaser should consult the attorneys and qualified design professionals of its choice for information regarding these matters. Neither The Owner nor BROKER can determine which attorneys or design professions have the appropriate expertise in this area.

Hazardous Materials Disclosure

Various construction materials may contain items that have been or may in the future be determined to be hazardous (toxic) or undesirable and as such may need to be specifically treated, handled or removed. Due to prior or current uses of The Property or the area, there may be hazardous or undesirable metals, minerals, chemicals, hydrocarbons or biological or radioactive items (including electric and magnetic fields) in soils, water, building components, above or below-ground containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Neither The Owner nor BROKER has expertise in the detection or correction of hazardous or undesirable items. Expert inspections are necessary. Current or future laws may require clean up by past, present and/or future owners and/or operators. It is the responsibility of The Potential Purchaser to retain qualified experts to detect and correct such matters.

Purchaser as Principal and Other Brokers and Agents.

The Potential Purchaser is presumed to be a Principal, acting on his own behalf and not an agent for any other party in connection with the purchase of the Property. As such, the Potential Purchaser will not look to BROKER or the Owner for any brokerage commission, finder's fee or other compensation in connection with the sale of the Property. For Brokers or Agents working exclusively on behalf of a Potential Purchaser as the Purchaser's Representative, Broker advises Purchaser's Representative that it is acting on behalf of the Owner as its exclusive agent and any Co-Broker agreement between Broker and Purchaser's Representative shall be addressed on an individual basis by means of a separate document specifically outlining the terms and

