

CONFIDENTIALITY AGREEMENT

This **Confidentiality Agreement** entered into this **2nd day of August, 2017** (the "Agreement") is made by and between Owner of **Record** and _____ ("**Buyer/Broker**") hereby as the receiving party.

Each party understands that it will receive certain valuable, proprietary and confidential information regarding the other party which includes but is not limited to business plans, concepts and ideas, financial data and other proprietary information (hereinafter referred to as "Confidential Information") related to the ownership and operation of the property known as **2210 Maguire Blvd, Columbia, Missouri 65201- Single Tenant FedEx ("Property")**. For purposes of this Agreement, a party disclosing Confidential Information shall be hereinafter referred to as a "Disclosing Party" and a party receiving Confidential Information shall be hereinafter referred to as a "Receiving Party."

1. The Disclosing Party shall disclose its Confidential Information to the Receiving Party upon the following conditions:
 - a) The Receiving Party shall not disclose such Confidential Information to others and shall take such steps as may be reasonably necessary to prevent disclosure of the Confidential Information to others except as the Disclosing Party may expressly approve in writing or as otherwise expressly set forth in this Agreement;
 - b) The Receiving Party may discuss this Confidential Information with its employees, partners, advisors, consultants, lenders and legal counsel ("Related Parties") to the extent that such discussion is for the purpose of evaluating the possible involvement in the transaction relating to the Property. However, all Related Parties shall be directed to keep all information in the strictest confidence and the Receiving Party shall be responsible for such Related Parties complying with the confidentiality provisions hereof. The Receiving Party shall not use the Confidential Information for any purpose other than as permitted under this Agreement;
 - c) All Confidential Information shall remain the property of the Disclosing Party and must be destroyed or returned to the Disclosing Party upon termination of any negotiations with respect to the Property or upon the Disclosing Party's written request.
2. For purposes of this Agreement, Confidential Information shall not include information that is otherwise generally available to the public or is required to be disclosed by law or by regulatory or judicial process.
3. Without the Disclosing Party's written consent, the Receiving Party shall not pursue a transaction directly with, or interfere with or usurp the Disclosing Party's business relationship with, a party whose identity is disclosed to the Receiving Party under this Agreement.
4. Without limitation to the provisions above, the Receiving Party assumes liability for all costs, expenses, and damages, including but not limited to, attorney's fees and investigation costs arising from any breach of this Agreement by the Receiving Party.
5. The Agreement may not be assigned by the Receiving Party without the prior written consent of the Disclosing Party and may not be amended or modified except by a written agreement signed by a duly authorized officer of the Disclosing Party.
6. The Disclosing Party makes no representations or warranties as to the accuracy of the Confidential Information.
7. This Agreement shall be governed by the laws of the State of California.

If the foregoing terms and conditions are acceptable, please execute this Agreement and return via email or fax to:

KW Commercial; Attention: David Meir; 23975 Park Sorrento; Suite 110, Calabasas, California 91302 Phone: 818-657-6516 · Fax: 818-301-5184 · Email: davidmeir54@gmail.com

Acknowledged and Agreed:

Signature: _____

Address: _____

Printed Name: _____

City, State, Zip: _____

Company: _____

Phone: _____