

NON-DISCLOSURE AGREEMENT

Return to:



Attention: Matt Bukhshtaber
Email: matt.bukhshtaber@cbre.com
Fax: (866) 927-9583

To: Village Park of Ballwin, LLC ("Owner") and
CBRE, Inc. ("CBRE")

From: _____ ("Company")

Re: Village Park of Ballwin, 170 Steamboat Lane, Ballwin, Missouri, 63011 ("Property")

This Non-Disclosure Agreement is made and entered into as of the date set forth below by and between CBRE, with an office at 190 Carondelet Plaza, Suite 1400, Saint Louis, Missouri, 63105 ("CBRE"), and Company. CBRE and the Company may be discussing or evaluating possible business transactions (the "Business Transactions") regarding the Property. In connection with these discussions, CBRE may disclose or has disclosed, certain Proprietary Information (as hereinafter defined) which it desires to be used only for the limited purpose for which disclosed.

1. Proprietary Information. For purposes of this Agreement, "Proprietary Information" shall mean: (i) information disclosed by CBRE orally or in writing relating to Offering Memorandum, inspection reports, and other Information relating to Owner or the Property, pricing, financial and statistical information, accounting information, third party reports, disputes or litigation, (ii) confidential, proprietary or trade secret information disclosed by CBRE and identified as such on the date of its first disclosure, with a written summary thereof provided to Company within thirty (30) days of disclosure, (iii) confidential, proprietary or trade secret information disclosed by CBRE, which a reasonable person employed in the mortgage industry or in Company's industry would recognize as such, (iv) information disclosed by CBRE relating to tenants, Owner, employees, contractors or customers which, if released, would cause an unlawful invasion of privacy, or (v) any compilation or summary of information or data that contains or is based on Proprietary Information. For purposes of this Agreement, and without limiting the generality of the foregoing, the parties acknowledge and agree that (A) all Proprietary Information disclosed by CBRE shall be deemed to be the Proprietary Information of CBRE, including, but not limited to, third-party confidential, proprietary or trade secret information that CBRE is obligated to protect, and (B) information shall be deemed to be disclosed by CBRE if such information is disclosed by any of its partners, affiliates, officers, employees, directors, contractors, agents or representatives or is otherwise disclosed on behalf of CBRE.

2. Protection. Company agrees to (i) receive Proprietary Information disclosed hereunder in confidence, (ii) implement appropriate measures to maintain the confidentiality, security, and integrity of such Proprietary Information and not disclose such Proprietary Information to third parties (except for Company's partners, affiliates, representatives, agents and contractors who have a need to know, are under a duty to implement appropriate measures to maintain the confidentiality, security and integrity of such information, are under a duty of non-disclosure with respect to such information, and are acting for the sole benefit of Company), which efforts shall accord such Proprietary Information at least the same level of protection against unauthorized use and disclosure that Company customarily accords to its own information of a similar nature but no less than a commercially reasonable degree of protection, (iii) use or permit the use of such Proprietary Information solely in accordance with the terms of this Agreement for the discussion and/or evaluation of the Business Transactions, and (iv) promptly notify CBRE in writing of any actual or suspected loss or unauthorized use, disclosure or access of Proprietary Information of which it becomes aware, and take all steps reasonably requested by CBRE to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access.

3. Exclusions. The restrictions on use and disclosure set forth above shall not apply when and to the extent that the Proprietary Information: (i) is or becomes generally available to the public or widely known in the mortgage industry through no fault of Company (or anyone acting on its behalf); (ii) was previously rightfully known to

Company free of any obligation to keep it confidential; (iii) is subsequently disclosed to Company by a third party who may rightfully transfer and disclose such information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by Company without reference or access to Proprietary Information, or (v) is required to be disclosed by Company by applicable law. Prior to disclosing any Proprietary Information, (1) Company shall provide CBRE with at least ten (10) days' prior written notice of such disclosure; (2) CBRE shall provide Company with written notice prior to expiration of such ten (10) day period stating either that Company is authorized to disclose the Proprietary Information or CBRE intends to contest disclosure by appropriate means; and (3) in the event CBRE permits disclosure, Company discloses only that portion of the Proprietary Information that is legally required to be furnished pursuant to the opinion of legal counsel of Company.

4. Rights. All Proprietary Information shall be deemed to be the property of CBRE or the appropriate third-party owner, as the case may be. Except as Company reasonably requires to accomplish the purposes provided herein, Company shall not reproduce such Proprietary Information, in whole or in part, without written authorization of CBRE. At the conclusion of the discussions between the parties or within five (5) business days of CBRE's earlier request, Company shall cease use of all Proprietary Information received hereunder and shall return it to CBRE or, at Company's option, destroy all tangible or retrievable materials embodying such Proprietary Information. If Company elects to destroy rather than return Proprietary Information, Company will provide CBRE, at CBRE's request, with an affidavit affirming that such Proprietary Information has been permanently and completely destroyed. However, machine-readable archival copies of Proprietary Information need only be destroyed in due course and Company's auditors or legal counsel may retain one (1) copy of Proprietary Information for the purpose of establishing what Proprietary Information has been received or for the purpose of complying with any orders, subpoenas or legal requirements.

5. Records. Company shall at all times maintain appropriate measures to protect the security and integrity of any of CBRE's records Company obtains or accesses pursuant to this Agreement, including, but not limited to, measures designed to protect against the unauthorized use, access, destruction, loss, or alteration of such records. Company shall also ensure that all of its partners, affiliates, representatives, agents and contractors who obtain or access CBRE's records maintain appropriate measures to protect security and integrity of these records.

6. General Terms.

(a) Independent Development and Marketing. Company understands that CBRE or third parties may have performed substantial independent development relating to Proprietary Information. Neither this Agreement nor receipt of Proprietary Information hereunder shall limit CBRE's independent development and marketing of products or systems involving technology or ideas similar to those disclosed nor will this Agreement or receipt of Proprietary Information hereunder prevent CBRE from undertaking similar efforts or discussions with third parties, including competitors of Company.

(b) No Warranties. CBRE PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND or duty to update or correct including without limitation whether there has been any investigations by Owner or its agents or with respect to any information relating to the Property, including without limitation income, expenses, size, dimensions, soil and engineering characteristics, zoning and other land use matters, the presence or absence of hazardous materials, ADA compliance, and ad valorem taxes.

(c) No Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assignable, delegable or otherwise transferable in whole or in part by either party.

(d) Governing Law; Severability. This Agreement shall be governed by the laws of the District of Columbia, exclusive of its conflict of laws principles. If any provision of this Agreement is held to be void or unenforceable, in whole or in part, the other provisions of this Agreement shall continue to be valid and the parties shall replace the void or unenforceable provision with one that is valid and enforceable and most nearly approximates their original intentions.

(e) Notices. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (i) when actually received in the case of hand delivery against a signed receipt, (ii) two (2) business days after

being given to a reputable overnight courier, or (iii) upon receipt, when mailed by first class mail, postage prepaid, and addressed to such party at its address set forth herein (or to such other address as such party may designate in writing).

(f) Injunctive Relief. Company acknowledges and agrees that the unauthorized use or disclosure of Proprietary Information would cause CBRE to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, Company agrees that CBRE will have the right to seek immediate equitable relief to enjoin any unauthorized use or disclosure of its Proprietary Information, in addition to any and all other rights and remedies it may have at law or otherwise.

(g) Termination. This Agreement will expire two years from the date the Company executes this Non Disclosure Agreement.

(h) Entire Agreement; Signatures. This instrument expresses the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for purposes of this Agreement. No modification, amendment or waiver of any term or condition of this Agreement shall be binding upon a party unless it is in writing and is executed by the duly authorized representative of the party against whom such modification, amendment or waiver is sought to be enforced.

Company acknowledges that CBRE is acting on behalf of Owner as exclusive broker in connection with the sale, and also acknowledges that CBRE is not the agent of the Company. Company agrees to pay all brokerage commissions, finder's fees, and other compensation to which any broker (except CBRE) finder or other person may be entitled in connection with the sale of the Property if such claim or claims for commissions, fees or other compensation are based in whole or in part on dealings with Company or any of its representatives; and Company agrees to indemnify and hold harmless CBRE and Owner, their respective affiliates, successors, and assigns, employees, officers, and directors against and from any loss, liability or expense, including reasonable attorneys' fees arising out of any claim or claims by any broker, finder or similar agent for commissions, fees, or other compensation for bringing about any sale of the property to Company if such claim or claims are based in whole or in part on dealings with Company or any of its representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be effective as of _____, 2013.

COMPANY

| | |
|----------------|----------------|
| By: _____ | Address: _____ |
| Name: _____ | _____ |
| Company: _____ | Phone: _____ |
| Title: _____ | Fax: _____ |
| | Email: _____ |

****All Material will be forwarded in electronic form unless otherwise requested. If you would like a hard copy of the Offering Memorandum please email (Matt.bukhshtaber@cbre.com) .**