

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into effective as of _____, 2023 ("Effective Date") by and between LIBERTY HEARTLAND A, L.L.C., a Delaware limited liability company ("Owner"), and _____, a _____ ("Recipient").

BACKGROUND:

A. Owner and Recipient are discussing a potential purchase ("**Potential Transaction**") by Recipient of an industrial project located at 1551 Shepherd Road in Liberty, Missouri, commonly known as Liberty Heartland Logistics Center, Building A ("**Project**").

B. In connection with the Potential Transaction, Owner will provide Recipient with certain Confidential Information (defined below). As a condition precedent to Owner providing the Confidential Information to Recipient, Owner requires that Recipient execute and deliver this Agreement.

AGREEMENT:

Owner and Recipient agree as follows:

1. Confidential Information. As used in this Agreement, "**Confidential Information**" means the following information, whether provided to Recipient prior to or after the Effective Date: (a) the fact that Owner and Recipient are discussing the Potential Transaction; (b) any of the terms, conditions or other facts with respect to any such Potential Transaction, including the status thereof; (c) any financial or other information (in any format or medium) relating in any way to Owner or an Owner Affiliate (defined below) and any other potential investors in, or any actual or potential tenants or occupants of, the Project, and all of their respective owners, directors, officers, employees, controlling persons, agents or consultants; (d) anything observed by Recipient at or with respect to the Project, whether intended to be disclosed to Recipient or not; and (e) any information disclosed or made known to Recipient in connection with the Potential Transaction that relates to the Project or any actual or potential tenants or occupants of the Project (including such tenants' or occupants' leases or occupancy agreements), or is otherwise proprietary or not generally known to the public or the industries in which Owner is engaged, including without limitation, analyses, compilations, studies, notes, records or other documents or work product prepared by Recipient that contains Confidential Information. Confidential Information does not include: (x) information already known to Recipient at the time of disclosure, except for information previously disclosed to Recipient by Owner; (y) information in the public domain or generally available to the public through no fault of Recipient; and (z) information available to Recipient from third parties who do not, to Recipient's knowledge after due inquiry, have an obligation to keep the information confidential. As used in this Agreement, Owner Affiliate means any corporation, partnership, limited liability company or other entity that directly or indirectly owns or controls, or is under common control with, Opus Holding, L.L.C. or Opus Holding, Inc.

2. Nondisclosure/Use of Confidential Information. Recipient will not, without the prior written consent of Owner, disclose any Confidential Information to any party, except officers and employees of Recipient who agree to be bound by the confidentiality obligations of this Agreement and who, in Recipient's reasonable discretion, need to know the Confidential Information to evaluate the Potential Transaction (collectively, the "**Permitted Recipients**"). Recipient will inform the Permitted Recipients of the confidentiality obligations of this Agreement, and Recipient will be responsible for any unauthorized disclosure of Confidential Information. If Recipient is required by subpoena or other legal process or lawful governmental request to disclose any material containing or relating to any Confidential Information, Recipient will promptly notify Owner of such subpoena, process or request and will cooperate with Owner,

by all lawful means, in resisting such disclosure or to establish appropriate protective measures to assure confidential treatment of the Confidential Information.

3. Term. The confidentiality obligations under this Agreement will survive the execution and delivery of any agreement related to the Potential Transaction, unless otherwise expressly set forth in such agreements.

4. No Representation, Warranty or License. Owner does not make, and expressly disclaims, any representation or warranty (express or implied) with respect to the Confidential Information, including, without limitation, any warranty of fitness for a particular purpose, non-infringement, or accuracy or completeness. Recipient assumes full responsibility for all conclusions it derives from the Confidential Information and Owner will have no liability with respect to Recipient's use of the Confidential Information. Nothing in this Agreement will be construed as a grant of license or will in any way be regarded as conveying any rights in or to the Confidential Information. All information disclosed by Owner will solely remain and be the property of Owner.

5. Return of Confidential Information. Upon Owner's request, all documents, records, notes, and similar repositories of or documents containing Confidential Information (in any medium, including electronic or hard copy), as well as copies of the same, then in Recipient's possession or under its control, whether prepared by it or others, will be returned to Owner.

6. No Obligation. The execution and performance of this Agreement does not obligate Owner or Recipient to negotiate or enter into any other agreement, and neither party will have any authority or power to bind or obligate the other party.

7. Damages; Injunction. Owner reserves the right to sue for any damages as the result of Recipient's breach of this Agreement. Recipient acknowledges and agrees that Owner may also suffer irreparable harm if any Confidential Information is disclosed to third parties. Therefore, Owner reserves the right to apply to any proper court for and receive from it an injunction (without the requirement of posting a bond or other security) prohibiting Recipient and its successors and assigns from violating the restrictions of this Agreement. Owner will be entitled to recover its reasonable attorneys' fees incurred in enforcing its rights under this Agreement.

8. Miscellaneous. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. The parties to this Agreement agree that signatures transmitted by Adobe Sign, DocuSign, RightSignature, electronic mail, or other digital or electronic means, whether digital or encrypted, will be treated as original signatures for all purposes hereunder, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature and shall be effective to bind the parties to this Agreement. At the request of either party, any electronic or facsimile document is to be re-executed in original form by the parties who executed the electronic or facsimile document. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri. Recipient agrees that any tenant of the Project shall be a third party beneficiary of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

Owner and Recipient have duly executed and delivered this Agreement.

OWNER:

Liberty Heartland A, L.L.C.,
a Delaware limited liability company

By: Opus Development Company, L.L.C.,
a Delaware limited liability company
Its: Sole Member

By: _____
Name: _____
Its: _____

RECIPIENT:

_____,
a _____

By: _____
Name: _____
Its: _____