

## CONFIDENTIALITY AGREEMENT

In evaluating a potential purchase of **229 N. Andover Road, Andover Kansas**, from **BEH 229 Andover, LLC**, a Kansas limited liability company (the "Owner"), you have requested certain information from the Owner. As a condition to your receipt of such information, you agree to treat any information concerning the Property or the Owner (whether prepared by the Owner, its advisors or otherwise) which is furnished to you by or on behalf of the Owner (all such material, collectively, the "Property Information") in accordance with the provisions of this Letter Agreement and to take or refrain from taking certain other actions herein set forth.

You hereby agree that the Property Information will be used solely for the purpose of evaluating the Property, that such information will be kept confidential by you and your advisors and that you will not disclose or cause to be disclosed to any person, firm or entity whatsoever the Property Information; provided, however, that (I) any of such information may be disclosed to you or your directors, officers, employees, affiliates and representatives of your advisors who need to know such information for the purpose of evaluating the potential purchase of the Property and who have agreed to be bound by the terms of this Letter Agreement and you will be responsible for any unauthorized disclosure by them of any Property Information, and (II) any disclosure of such information may be made to which the Owner consents in writing.

In addition, without the prior written consent of the Owner, you will not, and you will direct your directors, officers, employees, affiliates and representatives not to, disclose to any person either the fact that discussions or negotiations are taking place concerning the potential sale or purchase of the Property or any of the terms, conditions or other facts with respect to the potential purchase and sale, including the status thereof or the fact that Property Information has been made available to you or the fact that the Property is for sale.

Although the Owner has endeavored to include in the Property Information known to it which it believes to be relevant for the purpose of your investigation, you understand that neither the Owner nor any of its representatives or advisors have made or make any representation or warrant as to the accuracy or completeness of the Property Information. You agree that neither the Owner nor any of its representatives or advisors have made or make any representation or warrant as to the accuracy or completeness of the Property Information. You agree that neither the Owner nor its representatives or advisors shall have any liability to you or any of your representatives or advisors resulting from the use of the Property Information.

Given the confidential nature of the Property Information and our current discussions the Owner may be irreparably damaged by any unauthorized disclosure of any Property Information or of our discussions. You, therefore, agree that the Owner may endorse this Letter Agreement by legal action, including injunctive and other equitable relief.

The Owner may elect at any time to terminate further access by you to the Property Information, and you agree that you will, following any request by the Owner, promptly redeliver to the Owner all written Property Information and any other written material containing or reflecting any information in the Property Information (whether prepared by the Owner and its advisors or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All computer records, documents, memoranda, notes and other writings whatsoever prepared by you, your affiliates or your advisors based on the Property Information shall be destroyed, and such destruction shall be certified in writing to the Owner by an authorized officer supervising such destruction. No such termination will affect your obligations hereunder or those of your directors, officer, employees, agents, advisors or affiliates, all of which obligations shall continue in effect following any such termination.

You agree 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 nor you 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.

You agree that the terms of this Letter Agreement will apply to any and all Property Information, whether disclosed to you before or after the date of this Letter Agreement, and agree to abide by such terms with respect to any such Property Information.

Agreed To:

By: \_\_\_\_\_

\_\_\_\_\_ Date