

CONFIDENTIALITY, NON-DISCLOSURE AND NON-USE AGREEMENT

This Confidentiality, Non-Disclosure and Non-Use Agreement (“Agreement”) is entered into as of the date all parties have signed below, by and between Ben Hur Steel Worx, LLC, a Missouri Limited Liability Company (together with its affiliates and parent companies, “Discloser”), and _____ (“Recipient”).

1. Purpose. The Discloser intends to disclose certain confidential and proprietary information (as more fully defined below, the “Confidential Information”) to the Recipient for the purpose of evaluating a potential purchase and/or lease of real estate located at 5319 Shreve Ave, Saint Louis, MO 63115 and/or 5334 Shreve Ave, Saint Louis, MO 63115 (the “Transaction”).
2. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” shall include all information disclosed by the Discloser to the Recipient, whether in written, oral, electronic, or any other form, that: (i) is contained in any data room maintained by Discloser’s broker, NAI DESCO, (ii) is otherwise designated as confidential, or (iii) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, financial data, business plans, property details, and any other proprietary information related to the Transaction.
3. Obligations of the Recipient. The Recipient agrees to (i) maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Discloser; (ii) use the Confidential Information solely for the purpose of evaluating the Transaction and not for any other purpose; (iii) take all reasonable measures to protect the confidentiality of the Confidential Information, which shall be no less than the measures it uses to protect its own confidential information; and (iv) restrict access to the Confidential Information to those of its employees, agents, consultants or representatives (collectively, “Recipient’s Representatives”) who need to know such information for the purpose of evaluating the Transaction and who are bound by confidentiality obligations at least as restrictive as those contained herein. Recipient shall be responsible for any breach of this Agreement by Recipient’s Representatives.
4. Exclusions from Confidential Information. Confidential Information shall not include information that: (i) is or becomes publicly available through no fault of the Recipient; (ii) is already in the possession of the Recipient without obligation of confidentiality at the time of disclosure by the Discloser; (iii) is obtained by the Recipient from a third party without breach of any obligation of confidentiality; or (iv) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information.
5. Legal Disclosure. The Recipient may disclose Confidential Information if required to do so by law, regulation, or legal process, provided that the Recipient gives the Discloser prompt written notice of such requirement prior to disclosure and cooperates with the Discloser in seeking a protective order or other appropriate remedy.
6. Duration. The obligations of the Recipient under this Agreement shall remain in effect for a period of three (3) years from the later of (i) the date of disclosure of the Confidential Information and (ii) the date Recipient delivers the Destruction Certificate.
7. Return or Destruction of Materials. Upon termination of this Agreement or upon the Discloser’s written request, the Recipient shall promptly return or destroy all materials containing Confidential

Information, including any copies thereof, and certify in writing to Discloser (the “Destruction Certificate”) that it has complied with this obligation.

8. Remedies. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement by Recipient may cause irreparable harm and significant injury to Discloser, the extent of which may be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, in addition to any other remedies available to it at law or in equity, , Discloser will be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles.

10. Entire Agreement/Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may not be amended or modified except by a written agreement signed by both parties. This Agreement may not be assigned by Recipient without the prior written consent of Discloser, which consent may be withheld in its sole discretion.

11. Counterparts. This Agreement may be separately executed in any number of counterparts, each of which will be an original, but all of which, taken together, will be deemed to constitute one and the same instrument. Any copy, digital, or electronically saved version of the signatures hereto will constitute originals for any and all purposes.

12. No Obligation. Recipient agrees that neither the holding of discussions between the Discloser and Recipient nor Discloser providing Confidential Information under this Agreement shall be construed as an obligation to enter into any other business arrangement or agreement until such time that a separate definitive written agreement has been executed by the parties. This Agreement does not create any agency, partnership or joint venture relationship between the parties.

13. Discloser Acceptance. Discloser’s acceptance of the terms and conditions of this Agreement shall be evidenced by Discloser’s act of disclosing Confidential Information to the Recipient after receipt of this Agreement. Such disclosure shall include without limitation Discloser’s agent or broker providing Recipient access to any data room. Discloser acknowledges and agrees that such disclosure shall constitute the Discloser’s intent to be legally bound by this Agreement, and no separate execution of this Agreement by Discloser shall be required to render it effective.

IN WITNESS WHEREOF, the Recipient has executed this Non-Disclosure Agreement as of the date below.

RECIPIENT:

_____ (Principal Name)

_____ (Broker Name)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____