

Send to: Brian Wolff
brian.wolff@cbre.com

CONFIDENTIALITY AGREEMENT AND AGENCY DISCLOSURE
For Signature by Prospective Purchaser and/or Cooperating Broker

Biery Cheese, 4940 Hayes Road, Plover, WI (the "Property")

This will serve to confirm our agreement concerning certain material, data and information (the "Underwriting Package") which CBRE, Inc. ("Listing Agent") may make available to Prospective Purchaser and Purchaser's Broker ("Coop Broker") for study in connection with a possible purchase by Prospective Purchaser of the Property.

Listing Agent or Owner is prepared to furnish Prospective Purchaser and Coop Broker with the Underwriting Materials in connection with discussions and negotiations concerning a possible transaction involving the Property only on the condition that Prospective Purchaser treat Underwriting Materials confidentially and confirm certain representations to Listing Agent. Prospective Purchaser and Coop Broker hereby represent and agree to the following:

1. The Underwriting Materials will be used by Prospective Purchaser solely for evaluating a possible transaction exclusively for our own account, as principal in the transaction, and not as broker or agent for any other person. Therefore, Prospective Purchaser agrees to keep the Underwriting Materials strictly confidential; provided however that any such Underwriting Materials may be disclosed to Prospective Purchaser's directors, officers or employees, as well as its counsel, accounting firms and financial institutions. Such persons/entities shall be informed by Prospective Purchaser of the confidential nature of such information and shall be directed by Prospective Purchaser to hold such information in strict confidence and otherwise comply with the terms of this agreement. Prospective Purchaser shall be responsible for breach of this Agreement of such persons.
2. Prospective Purchaser understands and acknowledges that neither the Seller of the Property nor Listing Agent make any representation or warranty to Prospective Purchaser as to the accuracy or completeness of the Underwriting Materials. Prospective Purchaser agrees that Seller and Listing Agent shall not have any liability to Prospective Purchaser as a result of our use of the Underwriting Materials and it is understood that Prospective Purchaser is expected to perform and be responsible for such due diligence, investigations and inspections of the Property, including investigation of any environmental conditions, such as ADA (Americans with Disabilities Act), hazardous waste and flood zone as it deems necessary or desirable and as permitted by agreement with the Owner of the Property.
3. Prospective Purchaser and Coop Broker are advised that CBRE is acting on behalf of Owner as exclusive agent in connection with the investment in the Property. A brokerage commission or referral fee shall be paid to a licensed broker/agent representing a Purchaser. Agents are encouraged to establish compensation early in the process. Any agent will need to have a signed commission agreement with CBRE, contingent on the actual closing of the transaction within 6 months from the date of this agreement. Prospective Purchaser agrees to indemnify and hold harmless CBRE, Owner, their respective affiliates, successors and assigns, employees, officers and directors against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by Co-broker, finder or similar agent for commissions, fees or other compensation for bringing about any investment in the Property by Prospective Purchaser.
4. Prospective Purchaser hereby acknowledges that Prospective Purchaser has been informed, both orally and by this written disclosure, that Listing Agent(s) through Brian Wolff and Patrick Gallagher, is the Agent(s) of the Seller of the Property, and any information given by Prospective Purchaser to Listing Agent may be disclosed to the Seller.
5. THE OWNER EXPRESSLY RESERVES THE RIGHT AT ITS SOLE DISCRETION TO REJECT ANY OR ALL PROPOSALS OR EXPRESSIONS OF INTEREST IN THE PROPERTY AND TO TERMINATE DISCUSSIONS WITH ANY PARTY AT ANY TIME WITH OR WITHOUT NOTICE.
6. Prospective Purchaser and Coop Broker agree not to contact the owner of the property or any of their employees in connection with recipient's review of the Information.

7. THIS CONFIDENTIAL INFORMATION SHALL NOT BE DEEMED AS REPRESENTATION OF THE STATE OF AFFAIRS OF THE PROPERTY OR CONSTITUTE AN INDICATION THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS OR AFFAIRS OF THE PROPERTY SINCE THE DATE OF PREPARATION OF THIS MEMORANDUM.
8. This Agreement is for the benefit of Owner and may be enforced by Owner.
9. Prospective Purchaser and Coop Broker acknowledge that in the event Prospective Purchaser breaches any provision of this Agreement, or threatens or attempts to do so, Owner would be irreparably harmed. Accordingly, you agree in advance to the granting of injunctive or other equitable relief in favor of Owner without proof of actual damages, in addition to other remedies available at law or in equity.

If you do not wish to pursue negotiations leading to this acquisition, or if in the future you discontinue such negotiations, you agree to return all confidential information to Listing Agent. Otherwise, please execute below and return via email to brian.wolff@cbre.com at your earliest convenience.

ACCEPTED AND AGREED BY PROSPECTIVE PURCHASER:

THIS _____ DAY OF _____, 2020

(SIGNATURE)

By: _____

Phone No.: _____

Title: _____

Fax No.: _____

Company: _____

E-Mail Address: _____

Address: _____

Web Site: _____

ACCEPTED AND AGREED BY COOPERATING BROKER:

THIS _____ DAY OF _____, 2020

(SIGNATURE)

By: _____

Phone No.: _____

Title: _____

Fax No.: _____

Company: _____

E-Mail Address: _____

Address: _____
