

421 & 451 Cottage Grove Rd, Cottage Grove, WI

CONFIDENTIALITY AGREEMENT (THE “AGREEMENT”)

Attention: Bryant Meyer, Oakbrook Corporation
Email: bmeyer@oakbrookcorp.com
Direct: (608) 443-1004
Fax: (608) 443-1104

RE: 421 & 451 Cottage Grove Rd, Cottage Grove, WI

Oakbrook Corporation (“Oakbrook”) has been retained on an exclusive basis by the Owner with respect to the sale offering of 421 & 451 Cottage Grove Rd (the “Property”). The Owner has directed that all inquiries and communications with respect to the contemplated sale of the Property be directed to Oakbrook.

Oakbrook has available for review certain information concerning the Property which includes brochures and other materials (collectively “Informational Materials”). Oakbrook will not make such Informational Materials available to a Registered Potential Purchaser until the Registered Potential Purchaser has executed this Agreement and, thereby, agreed to be bound by its terms. Upon Oakbrook’s receipt of this Agreement, executed by the Registered Potential Purchaser, Oakbrook is prepared to provide the Informational Materials for the Registered Potential Purchaser’s consideration in connection with the possible purchase of the Property subject to the following conditions:

1. All Informational Materials relating to the Property, which may be furnished to the Registered Potential Purchaser by Owner or Oakbrook shall continue to be the property of the Owner and Oakbrook. The Informational Materials will be used by the Registered Potential Purchaser and may not be copied or duplicated without Oakbrook’s and Owner’s written consent and must be returned to Oakbrook or Owner within 72 hours upon Oakbrook’s request or when the Registered Potential Purchaser declines to make an offer for the Property or terminates any discussion or negotiations with respect to the Property.
2. Registered Potential Purchaser and Registered Potential Broker will not make any Informational Materials available to, or disclose any of the contents thereof, or discuss any transaction involving the Property with any person other than the Registered Potential Purchaser, unless Oakbrook and Owner have approved such disclosure provided, however, that the informational Materials may be disclosed to the Registered Potential Purchaser’s partners, employees, legal counsel and institutional lenders (Related Parties) who, in the Registered Potential Purchaser’s judgment, need to know such information for the purpose of evaluating the potential purchase of the Property or any interest therein by the Registered Potential Purchaser. By virtue of this Agreement, the Registered Potential Purchaser and Registered Potential Broker and such Related Parties have been informed by Oakbrook of the confidential nature of the Informational Materials and must agree to keep all Informational Materials strictly confidential in accordance with this Agreement.

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3. The Registered Potential Purchaser understands and acknowledges that Oakbrook and the Owner do not make any representation or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to Oakbrook by others and has not been independently verified by Oakbrook or Owner and is not guaranteed as to completeness or accuracy. The Registered Potential Purchaser agrees that neither Oakbrook nor the Owner shall have any liability, for any reason, to the Registered Potential Purchaser or Related Parties resulting from the use of the Informational Materials.
4. **The Registered Potential Purchaser hereby indemnifies and saves harmless Oakbrook and the Owner and their respective affiliates and successors, and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of the Agreement by the Registered Potential Purchaser or any Related Party, and (2) claim or claims by Registered Potential Purchaser or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Registered Potential Purchaser. Registered Potential Broker will enter into a written commission sharing agreement with Listing Broker.**
5. The Registered Potential Purchaser acknowledges that the Property has been offered for sale, subject to the withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references or any prospective purchaser or for any other reason, whatsoever, without notice. The Registered Potential Purchaser acknowledges that the Property is being offered without regard to race, creed, sex, religion, or national origin.
6. Owner is an intended third party beneficiary of the terms of this Agreement.

If the Registered Potential Purchaser is in agreement with the foregoing, please return an original signed copy of the Agreement to Oakbrook Corporation, Attention: Bryant Meyer at bmeyer@oakbrookcorp.com.

(Remainder of page intentionally left blank; signature page to follow.)

REGISTERED POTENTIAL PURCHASER:

Date: _____

(Signature)

Print Name: _____

Title: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

POTENTIAL PURCHASER'S BROKER:

Date: _____

(Signature)

Print Name: _____

Firm: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

E-Mail Address: _____

LISTING BROKER:

Bryant Meyer
Commercial Real Estate Associate
Oakbrook Corporation
2 Science Ct.
Madison, WI 53711
bmeyer@oakbrookcorp.com
Direct: (608) 443-1004
Fax: (608) 443-1104