

BUYER NON-DISCLOSURE AGREEMENT

(CONFIDENTIALITY)

Effective Date: This Real Estate Non-Disclosure Agreement, hereinafter known as the “Agreement”, * _____, 2022 between:

Potential Buyer: * _____, hereinafter known
As the “Potential Buyer”.

Owner: Oshkosh Collision, LLC, hereinafter known collectively as the “Owner”

Agent: American Realtors and Baehr Inc. Hereinafter known as the “Agent”
Collectively, the above-named persons or entities, shall be known as the “Parties”.

The Property. In connection with the Potential Buyer’s consideration of a possible purchase of the Owners' real estate located at 1465 S. Washburn Street, Oshkosh, WI 54904
Hereinafter known as the “Property,” the Parties agree to the following terms and conditions:

Genuine Interest. The Potential Buyer is genuinely interested in purchasing the Property from the Owner and is not a competitor merely trying to obtain financial information for the Property.

Permitted Use. The Potential Buyer will use the confidential information solely for the purposes of evaluating the Property for a purchase.

Confidential Information. The Potential Buyer acknowledges that all information and materials furnished from the Owner or Agent concerning the Property is confidential and may not be used for any purpose other than the Potential Buyer’s evaluation for a possible purchase. Access to any information furnished by the Agent or Owner will be limited to attorneys, accountants, financial representatives, and business advisors directly involved with the Property.

Non-Disclosure. The Parties agree not to disclose to any other person or business entity or governmental the fact that any discussion or negotiations are taking place with respect to the Property, including any tenant located therein, or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.

Discretion. Potential Buyer agrees not to contact the Property or Owner’s employees, City of Oshkosh, suppliers, or customers except through an Agent or the Owner. Potential Buyer further agrees not to circumvent or interfere with any existing Agent’s listing agreement with the Owner.

Binding Effect. This agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and shall survive the closing of any Agreement between Potential Buyers and Owner for a period of 5 years unless the information becomes publicly available, in such case, the Potential Buyer shall be held-harmless. The word “Closing” shall include notification of non-interest on the part of Potential Buyer as well as any successful transaction between Potential Buyer and Owner.

Cost of Enforcement. In the event Owner commences a judicial action to enforce the provision of this Agreement, and Owner prevails in such action then the Owner shall be entitled to recover, in addition to such amounts as may be permitted by law, all costs and expenses incurred by Owner in the prosecution or defense of such action, including reasonable attorneys' fees.

Warranty. If an Owner or Agent provides any information for the Property, the Agent does not guarantee, represent, warrant, either expressed or implied, any information and/or figures supplied by the Owner or Agent. Potential Buyer should rely on their own verification of this information as part of their own due diligence. Financial information and occupancy changes on a daily basis and past history is not a guaranty of future performance. Furthermore, any future/forward looking data are internal planning documents and not projections for the purposes of representation to Potential Buyer.

Reproduction Prohibited. No copies shall be made or retained of any written information supplied to Potential Buyer by the Owner. At the conclusion of any discussion, negotiation or upon demand by the Owner, all information including notes, photographs, financial statements, or any other details released to the Potential Buyer shall be returned to the Owner or Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

Accredited Status. Potential Buyer represents that it is accredited, as defined in Rule 501(A) of Regulation D promulgated under the Securities Act of 1933, as amended, Potential Buyer represents that it has the financial net worth to support the potential purchase of the Property. The Potential Buyer also represents that it is a sophisticated real estate purchaser with experience and would not rely on the confidential information to make a decision to purchase the Property but has or will conduct its own due diligence on the Property.

Agency. If Potential Buyer's agent information is left blank below, then Potential Buyer represents it is NOT represented by an agent/broker/salesperson and then Potential Buyer cannot claim such representation at a later date.

Potential Buyer:	Potential Buyer's Agent:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Email:	Email:
Phone Number:	Phone Number: