

PRINCIPAL CONFIDENTIALITY AND REGISTRATION AGREEMENT

REMAX Preferred Commercial, has available for review certain information (“Confidential Information”) concerning a Sun Prairie Business with Commercial Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of the Owner’s interest in the Property be directed towards REMAX. While information provided is believed to be accurate and is from sources deemed reliable, the Owner and REMAX do not guarantee it and it is your responsibility to independently confirm its accuracy. The Owner and REMAX expressly disclaim any and all liability from representations, expressed or implied, contained herein or any other written or oral communication transmitted in the course of your evaluation of the information.

Any party receiving this Confidential Information acknowledges that the contents herein are confidential and agrees not to reproduce, disclose or distribute the same to any other party without prior written consent of REMAX and to return the Confidential Material to REMAX if REMAX so requests.

The Recipient agrees that unless and until a definitive purchase and sales agreement between Owner and Recipient or Recipient’s Affiliates has been executed and delivered, neither Owner nor Recipient nor Recipient’s Affiliates has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this or any other written or oral expression with respect to such a transaction except, in the case of this letter, for the matters specifically agreed to herein. Execution of this letter agreement does not create any legal obligation on the Owner or REMAX to accept a proposal, if any. This agreement shall be the sole document defining the rights and obligations of the parties, unless otherwise provided therein.

The Owner reserves the right at its sole discretion to reject any or all proposals or terminate discussions with any party at any time, with or without notice. All information is submitted subject to change of price and terms without notice.

This agreement is for the benefit of Owner and Recipient and shall be governed by and construed in accordance with internal laws of the State of Wisconsin. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions relating to confidentiality in this agreement shall terminate 2 years from the date hereof. You consent to personal jurisdiction in any court, federal or state, within the State of Wisconsin having subject matter jurisdiction in any controversy involving this agreement.

Disclosure of Confidential Information in violation of this Agreement could cause irreparable injury or loss to Owner and the remedy at law for such breach would be inadequate. Therefore, if the Recipient engages in any act in violation or threatened violation hereof, Owner shall be entitled, in addition to such other remedies and damages as may be available to it by law or hereunder, to injunctive of other equitable relief. Owner shall be entitled to recover the costs of enforcing this Agreement including reasonable attorney’s fees.

By executing this Confidentiality Agreement you will hold and treat the information to be provided in the strictest of confidence. Please return via email to REMAX Preferred Commercial: (608) 620-3262, attn: Daniel Bertelson, dan@commercialwisconsin.com

ACCEPTED AND AGREED TO THIS (insert date) _____.

Signature: _____

Name (Printed): _____ Title: _____