

**CONFIDENTIALITY AGREEMENT**  
**FHCC, LLC**

This CONFIDENTIALITY AGREEMENT ("Agreement") is made and agreed to by EC Commercial Real Estate ("Broker"), exclusive listing broker for the Properties, and Signer of Agreement ("Purchaser") regarding the properties known as 11301-11311 W. Forest Home Ave., Franklin, WI 53132 ("Property"). The obligation of confidentiality undertaken pursuant to this Agreement shall survive the terms of the Broker's listing agreement with Owner. Purchaser has requested information from Broker for the purpose of evaluating a possible acquisition of the Properties. The Owner of the Properties has instructed Broker to deliver information concerning the Properties, much of which is highly confidential, only to those potential purchasers who sign this Agreement. The parties agree, in consideration of the covenants and agreements contained herein, as follows:

1. Purchaser will not disclose, permit the disclosure of, release, disseminate, or transfer any information obtained hereunder ("Information") to any other person or entity except the Purchaser's contractors, representatives, agents or employees who need to know such Information for the purpose of evaluating the Properties and who are informed by the Purchaser of the confidential nature of the Information and are directed to comply with the terms and conditions contained herein.
2. If Purchaser is a corporation, partnership, limited liability company, or other non-natural legal entity, the person signing this Agreement on its behalf will take all appropriate precautions to limit the dissemination of the Information only to those persons within the entity who have need to know of the Information and who are specifically aware of the Agreement and agree to honor it.
3. This Agreement applies to all Information received from Broker, now or in the future, which is not readily available to the general public. Purchaser understands that all information shall be deemed confidential, valuable, and proprietary such that its unauthorized disclosure, even without intent to harm, could cause substantial and irreparable harm to Owner and Broker.
4. All Information shall be used for the sole purpose of evaluating the potential acquisition of the Properties, and it shall not at any time or in any manner be used for any other purpose.
5. Purchaser shall not contact directly any persons concerning the Properties other than Broker without Broker's or Owner's written permission. Such persons include, without limitation, Owner's employees, suppliers, and tenants.
6. Neither Broker nor Owner makes any representation or warranty, express or implied, as to the accuracy or completeness of any Information received and expressly waives all rights of recourse against Owner and Broker with respect to the same.
7. The person signing on behalf of Purchaser and Broker represent that they have the authority to bind the party for whom they sign.
8. Unless otherwise agreed to in writing, EC Commercial Real Estate is the agent of the Seller only.
9. This Agreement Shall be governed and construed in accordance with the laws of the State of Wisconsin.
10. On-site staff shall not be contacted unless granted permission from EC Commercial Real Estate or the Owner only.
11. If purchaser is working with a broker other than EC Commercial Real Estate, the co-broke will act on Purchaser's behalf and make all contacts directly with EC Commercial Real Estate.
12. The co-broke commission on a successful closing shall be 2.5%.

Each party represents and warrants to the other that Seller will pay a brokerage, finder's fees or commission to a Buyer's broker or respective members, agents, employees, representatives, successors and assigns in connection with the transaction contemplated subject to a successful closing.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm Name: \_\_\_\_\_