

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is made as of the ____ day of _____ 2026 (the “**Effective Date**” hereof), by and between Mitchell on Water LLC a(n) Wisconsin company (hereinafter collectively referred to as “**Disclosing Party**”), _____, an individual/business (strike one) (hereinafter “**Receiving Party**”).

WITNESSETH:

WHEREAS, Disclosing Party hereby desires to share with Receiving Party oral, electronic and written information concerning Disclosing Party’s business operations, current and prospective tenants, rent rolls, opportunities and business activities (hereinafter referred to as the “**Confidential Information**”) from partners, managers, employees and/or agents of Disclosing Party in connection with possible business dealings between Disclosing Party and Receiving Party; and

WHEREAS, Receiving Party hereby acknowledges that the Disclosing Party may disclose the Confidential Information to it and that the Confidential Information is valuable, secret, non-public and proprietary property of Disclosing Party; and

WHEREAS, Disclosing Party hereby desires to ensure that the Confidential Information shall be preserved and maintained as confidential by Receiving Party and to limit access or distribution of Confidential Information; and

WHEREAS, Receiving Party hereby agrees to receive the Confidential Information from Disclosing Party under the terms and conditions set forth herein and hereby acknowledges that this Agreement is being executed and delivered by Receiving Party to induce Disclosing Party to disclose the Confidential Information to it.

AGREEMENT:

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated by reference.
2. Scope of Confidential Information. Each party hereby agrees that the term “Confidential Information” shall also include the information and documentation disclosed (whether tangible or intangible and whether or not reduced to writing) on or after the Effective Date by Disclosing Party to Receiving Party.
3. Restrictions on Use and Disclosure. Without the prior written authorization from the Disclosing Party, Receiving Party shall not at any time, either during or after its relationship with Disclosing Party, directly or indirectly, use or disclose in any manner whatsoever the Confidential Information, and Receiving Party shall retain the Confidential Information in trust in a fiduciary capacity for the sole use and benefit of the Disclosing Party; provided, however, upon receipt of prior written consent from the Disclosing Party, Receiving Party may disclose the Confidential Information in the ordinary course of the Receiving Party's business to shareholders, partners, members, managers, directors, officers, attorneys and employees, a list of which shall be provided to the Disclosing Party along with affirmation that such recipients have been advised

of the content of this Agreement. Receiving Party may also disclose the Confidential Information to the Receiving Party's agents who agree in writing prior to such disclosure by the Receiving Party to maintain the confidentiality of the Confidential Information pursuant to the terms and conditions of this Agreement.

Receiving Party acknowledges that the Confidential Information is valuable and unique to the Disclosing Party's business and is proprietary to the Disclosing Party, that the Disclosing Party's business depends upon the Confidential Information and that the Disclosing Party wishes to preserve the Confidential Information by maintaining its secrecy and confidentiality for the sole use and benefit of the Disclosing Party. Receiving Party shall take all steps necessary, and all steps reasonably requested by the Disclosing Party, to ensure that the Confidential Information is kept secret and confidential for the sole use and benefit of the Disclosing Party, and Receiving Party shall not undertake to use the Confidential Information to compete with the business or operations of the Disclosing Party in any manner whatsoever. Receiving Party shall be responsible for any breach of this Agreement by any of the Receiving Party's shareholders, partners, members, managers, directors, officers, attorneys, employees or agents.

4. Return of Confidential Information. Receiving Party shall, (a) immediately upon request by the Disclosing Party, (i) return to the Disclosing Party the Confidential Information and any and all documents relating to the Confidential Information or containing the Confidential Information, including all copies and extracts thereof, then in the Receiving Party's possession or control, whether prepared by the Receiving Party or by others and (ii) will destroy materials generated by Receiving Party or Receiving Party's recipients (the shareholders, partners, members, directors, officers, attorneys, employees, and agents of Receiving Party as described in Section 3 above) that include or refer to any part of the Confidential Information, without retaining a copy of any such material or (b) alternatively, if the Disclosing Party requests or gives its prior written consent to Receiving Party's request, Receiving Party will destroy all documents or other matters constituting Confidential Information in the possession or under the control of Receiving Party or Receiving Party's Representatives within five (5) business days after demand by Disclosing Party. Any such destruction pursuant to the foregoing must be certified by an authorized officer of Receiving Party in writing to Disclosing Party (and such certification shall include a list of the destroyed materials).

5. Remedies.

(a) Injunctive Relief. Receiving Party acknowledges and agrees that the covenants in this Agreement relate to matters which are of a special, unique and extraordinary character and that a violation of any such covenants shall cause irreparable injury to the Disclosing Party, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated by monetary damages. Accordingly, Receiving Party agrees that, in addition to any other remedy to which the Disclosing Party may be entitled to by law or in equity, the Disclosing Party shall be entitled, as a matter of course, to an injunction, restraining order, or other equitable relief from any court of competent jurisdiction, restraining any violation or threatened violation of any of such terms by the Receiving Party, its shareholders, partners, members, managers, directors, officers, attorneys, employees and agents, and such other persons as the court shall order. In addition, the Disclosing Party shall be entitled to an order compelling specific performance of this Agreement. Receiving Party agrees that any requirement for the Disclosing Party to post a bond in connection with any such legal proceeding shall be limited to a bond in the amount of \$100.00.

(b) Indemnity. Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any loss or claim of any kind, including attorneys' fees and other actual costs and expenses incident to proceedings or investigations or in defense of any claims, whether or not litigation has commenced, arising out of, resulting from or relating to Receiving Party's unexcused breach of any provision

of this Agreement, and to pay on demand the full amount of any sum which the Disclosing Party or its shareholders, partners, members, managers, directors, officers, attorneys, employees or agents pays or becomes obligated to pay on account of any failure of the Receiving Party or its shareholders, partners, members, managers, directors, officers, attorneys, employees or agents, as the case may be, to perform or observe any provisions of this Agreement, including loss of profits.

(c) Cumulative Rights and Remedies. The rights and remedies provided for in this Agreement are cumulative and are in addition to rights and remedies that are available to the parties in this Agreement, any other agreement or applicable law.

6. Governing Law; Jurisdiction; Venue. This Agreement has been entered into in the State of New York and its construction, validity and effect shall be governed in accordance with the laws of the State of New York. Venue and jurisdiction of any action or proceeding arising under this Agreement shall lie exclusively in the state courts of competent jurisdiction located in and for Monroe County, New York. The parties hereto expressly consent to such jurisdiction and waive any other venue.

7. Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforceable to the fullest extent permitted by law. If any such provision or the application thereof to any person or circumstance is, to any extent, construed to be invalid, or unenforceable in whole or in part, then such provision shall be construed in a manner so as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of this Agreement or the application thereof to any person or circumstance, other than those to which they have been held invalid or unenforceable, shall remain in full force and effect.

8. Binding Effect. This Agreement shall be binding on the parties hereto and on their respective successors, heirs and permitted assigns.

9. Attorneys' Fees. In any litigation or judicial action arising out of or related to this Agreement, the prevailing party in such litigation or judicial action shall be entitled to recover from the other party all reasonable attorney's fees and costs of such litigation or judicial action, including all such fees or costs incurred in any pretrial, trial, appellate or bankruptcy proceedings.

10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all other prior agreements, written or oral, are hereby merged herein and are of no further force or effect. This Agreement may not be changed orally, but only by agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

11. Waiver. No waiver by Disclosing Party of any breach of this Agreement or any other agreement between the parties hereto shall be deemed a waiver of any preceding or subsequent breach of this Agreement or any other such agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by the parties (in counterparts or otherwise). Signatures received through facsimile transmission shall bind the party whose signature is so received as if such signature were an original. At the request of any party, the parties hereto agree to execute an original of this Agreement in addition to any executed facsimile, telecopy or other reproduction.

The parties have duly executed this Agreement as of the date first above written.

“DISCLOSING PARTY”

Mitchell on Water LLC, a(n) Wisconsin Limited Liability Company



By: _____
Michael Dilworth, Member

“RECEIVING PARTY”

_____, a(n) Single individual/ a Business

By: _____

Timeline of Documentation

Upon disclosing parties receipt of signed NDA, Receiving Party will be provided the 2026 Operating Budget and 2027 Forecast Budget.

Upon disclosing parties receipt of LOI and proof of funds, at minimum 25% of purchase price, Receiving Party will be provided 2024 & 2025 Financials and 2026 Year-To-Date Financials, current Rent Roll and shall be granted access to tour common areas and units.