

CONFIDENTIALITY AGREEMENT AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made this ____ day of October 2024 by the Seller, Theresa and Mark Johnson (Coachman's Inn Enterprises Inc. a Wisconsin Corporation) for Property and Business located at 984 County Road A in the Town of Albion, Wisconsin, known as Coachman's Golf Resort, and between _____ (the "Recipient").

RECITALS:

WHEREAS, in connection with the potential acquisition by Recipient of either all or substantially all of the assets of the Company or all of the stock of the Company (the "Transaction"), the Company will disclose to Recipient information regarding the assets and business; and

WHEREAS, as a condition to receiving such information from the Company, Recipient is willing to be bound by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed:

1. Information Defined. For purposes of this Agreement, the term "Information" shall include: (a) all information that the Company may provide to Recipient, whether supplied before or after the date of this Agreement, for the purpose of evaluating the Transaction, whether written, oral or digital which is nonpublic, confidential or proprietary in nature, including, but not limited to, all financial information, income tax returns, trade secrets, methods of operation, methods of pricing, methods of marketing, customer lists and prospect lists; and (b) all analyses, compilations, studies, or other documents prepared by Recipient or Recipient's agents, representatives (including attorneys, accountants and financial advisors) or employees which contain or otherwise reflect such information or any other information supplied or prepared for Recipient's review of the Transaction.

2. Use. Recipient agrees, for a period of five (5) years after the date hereof, that the Information will be kept confidential and shall not, without the prior written consent of the Company, be disclosed by Recipient or Recipient's agents, representatives, including Recipient's lender, or employees, in any manner whatsoever, in whole or in part, and shall not be used by Recipient or Recipient's agents, representatives, including Recipient's lender, or employees, other than in connection with evaluating the Transaction. Moreover, Recipient agrees to reveal the Information only to Recipient's agents, representatives, including Recipient's lender, and employees who need to know the Information for the purpose of evaluating the Transaction, who are informed by Recipient of the confidential nature of the Information and who shall agree to be bound by the terms and conditions of this Agreement.

3. Nondisclosure. Without the Company's prior written consent, unless otherwise required by law, Recipient and Recipient's agents, representatives, including Recipient's lender, and employees will not disclose to any person or entity the fact that the Information has been made available, the content of the Information, that discussions or negotiations are taking place concerning a possible transaction involving the Company and Recipient or any of the terms, conditions or other facts with respect to any such Transaction (including the status thereof) and will not communicate with any person or entity which is now or hereafter known by Recipient to be a party to any agreement with the Company, especially customers of the Company, regarding the Transaction. Recipient, and Recipient's agents, representatives, lender or employees will not, without prior written consent of the Company, contact any employee of the Company.

4. Return of Information to the Company. In the event that the Transaction is not consummated, or at any time upon the Company's written request, Recipient will immediately return to the Company all materials containing or reflecting any of the Information regarding the Company or the Transaction. All documents, memorandums, notes, computer files and other writings whatsoever prepared by Recipient or Recipient's representatives will be destroyed and such destruction shall be certified in writing to the Company by an authorized officer supervising such destruction.

5. Limitations . The confidentiality undertakings provided for above shall not apply to such portions of the Information which: (I) are or become generally available to the public through no fault or action by Recipient or Recipient's agents, representatives or employees; or (ii) are or become available to Recipient on a non-confidential basis from a source, other than the Company, or its agents, which, to Recipient's knowledge, is not prohibited from disclosing such portions to Recipient by a contractual, legal or fiduciary obligation to the Company.

6. Non-solicitation of Employees. Without the Company's prior written consent, Recipient will not for a period of one (1) year from the date hereof, employ any management, production sales personnel who are now employed by the Company, except as such employment may be accomplished pursuant to Recipient's purchase of the Company's assets.

7. Notification of Requirement to Disclose. In the event that Recipient or anyone to whom Recipient transmits the Information pursuant to this Agreement receives notification of a legal requirement to disclose, or becomes legally compelled to disclose, any of the Information, Recipient will provide the Company with prompt notice of such an occurrence so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

8. Enforcement . It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any right, power or privilege hereunder. It is further understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement by Recipient or Recipient's agents, representatives or employees and that the Company shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by Recipient or Recipient's agents, representatives, or employees, but shall be in addition to all other remedies available at law or equity to the Company.

9. Binding Effect: Amendments. This Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns. The provisions of this Agreement shall not be modified, waived or amended except by written agreement executed by both parties. No failure or delay by a party in enforcing this Agreement shall constitute a waiver of that party's rights hereunder. Recipient hereby agrees to indemnify and hold the Company harmless for any and all costs or expenses, including reasonable attorney's fees, resulting from Recipient's breach of the terms of this Agreement.

10. Definitive Agreement. Recipient and the Company agree that unless and until a definitive agreement concerning the Transaction has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever concerning the Transaction except as specifically agreed to herein.

11. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

12. Successors, Assigns and Amendments. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The provisions of this Agreement shall not be modified, waived or amended except by written agreement executed by all parties.

13. Miscellaneous. This Agreement constitutes the entire agreement of the parties and supersedes and terminates all prior negotiations and agreements, written or oral, between the parties with respect to the subject matter hereof. The captions contained in this Agreement are for the convenience of the reader and are not part of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY: Coachman's Inn Enterprises Inc.

By Theresa Johnson / Authorized Member

RECIPIENT:

By: