



COMMERCIAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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- 1. Date 8-23-22
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3. The undersigned have executed this Agreement on
4. regarding the property at 201 State Rd 116
5. Rushford, MN 55971 ("Property").

A. DEFINITIONS

- (1) Advisors: With respect to both Buyer and Seller, Advisor includes consultants, or other professionals retained for the evaluation of the Sale, including but not limited to legal counsel, accountants and financial advisors.
(2) Confidential Information: The term Confidential Information means and includes any of the following:
(a) all financial information and data of either party provided in connection with the Sale;
(b) any information concerning the business or affairs of the party furnishing such information, however documented, which had been or may hereafter be provided, disclosed or shown by one party to another; or
(c) Any copies, reproductions or compilations made or assembled by the recipient of any such information using or incorporating any of the items set forth in paragraphs (a) and (b) above.
(3) Sale: The term Sale means the potential transaction contemplated by Buyer and Seller whereby Buyer may purchase any real property, business, goodwill, inventory, fixtures or any interest of Seller whereby the parties may exchange Confidential Information related to the transaction.

B. AGREEMENT

- (1) Recitals:
(a) Buyer has requested access to and disclosure of certain proprietary and Confidential Information of Seller for the purpose of evaluating a potential Sale;
(b) Seller has requested access to and disclosure of certain proprietary and Confidential Information of Buyer for the purpose of evaluating a potential Sale; and
(c) Seller agrees to provide to Buyer, and/or Buyer's Advisors, and Buyer agrees to provide to Seller, and/or Seller's Advisors, access to and disclosure of certain proprietary and Confidential Information of one another for the limited purpose of evaluating a potential Sale, provided each party agrees not to disclose or disseminate said Confidential Information or use it in any way for any purpose beyond the scope of this Agreement.
(2) Confidential Information: In consideration of Seller's and Buyer's mutual exchange of Confidential Information, the parties agree to be bound by the following terms and conditions relating to said information, including any part or portion thereof. The parties further understand and acknowledge that a party providing said information is doing so in reliance upon the recipient's compliance with said terms and conditions, which compliance the recipient in each case hereby warrants.
(a) Ownership Access: Any Confidential Information received or learned by a party shall be deemed the exclusive property of the party furnishing such information and shall remain the exclusive property of the party that furnished it. A party to this Agreement is authorized to receive Confidential Information only in accordance with and subject to the terms and conditions of this Agreement.
(b) Non-Disclosure: A recipient of Confidential Information shall keep the Confidential Information confidential, including taking all action, legal or otherwise, necessary to enforce this Agreement and prevent any disclosure of the Confidential Information by the recipients current or former Advisors. A recipient shall not, without prior written consent of the party furnishing the Confidential Information, disclose to any person or entity not involved in this transaction the discussions taking place between Buyer and Seller relating to the Sale.



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46. Property located at 201 State Rd 16, Rushford, MN

- 47. (c) Limited Use: No party shall use any part of the Confidential Information in any way, for any purpose other than to evaluate the Sale.
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49. (d) Liability: The undersigned acknowledge that disclosure of any of the Confidential Information in violation of this Confidentiality Agreement would result in an irreparable injury to the non-breaching party and, by reason thereof, the undersigned consent and agree that the injured party shall be entitled to an injunction to be issued by any court of competent jurisdiction restraining the breaching party and the breaching party's Advisors, affiliates, or employees from committing or continuing any such violation. The injured party may also exercise any other legal or equitable rights or remedies to which the injured party is entitled.
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56. (e) Costs: Each party agrees that if it is held by any Court of competent jurisdiction to be in violation, breach or non-performance of any of the terms and conditions of this Agreement, they will pay all costs of such action of suit, including reasonable attorneys' fees.
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58.

59. SELLER

BUYER

60. (Business Entity or Individual Name)
61. By: [Signature] (Seller's Signature)
62. John Loken (Seller's Printed Name)
63. Its: [Title]
64. 8.23.20 (Date)

65. SELLER

BUYER

66. (Business Entity or Individual Name)
67. By: [Signature] (Seller's Signature)
68. Eileen Loken (Seller's Printed Name)
69. Its: [Title]
70. 8.23.20 (Date)

71. SELLER'S BROKER

BUYER'S BROKER

72. Keller Williams Premier Realty (Real Estate Company Name)
73. By: [Signature] (Licensee's Signature)
74. Kelly Meyer (Licensee's Printed Name)
75. 8.23.20 (Date)