

CONFIDENTIALITY AGREEMENT

NAI NORTH CENTRAL ("Broker") has been retained on an exclusive basis by **Spies Corporation** ("Owners") with respect to the offering for sale of the business & parcels located at **824 Dakota Ave, Wahpeton ND 58075** ("Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Broker. All fees due Broker in connection with the sale of the Property shall be paid by the Owner.

Broker has available for review certain information concerning the Property which includes financial data and other materials (collectively "Information Materials"). Broker will not disclose such Information Materials to prospective Purchaser unless and until the Purchaser has executed this agreement. Upon Broker's receipt of this executed agreement, Broker is prepared to provide the Informational Materials for the prospective Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Informational Materials pertaining to the Property which may be furnished to the prospective Purchaser by Broker shall continue to be the property of the Owner and Broker. The Informational Materials will be used solely for the purpose of the prospective Purchaser and may not be copied or duplicated without the Broker's written consent and must be returned to Broker immediately upon Broker's request or when the prospective Purchaser terminates negotiations with respect to the Property.
2. Any knowledge derived from the Broker, Owner, Informational Materials or through any other source regarding this potential transaction shall be kept in strictest confidence by the prospective Purchaser and all others that the prospective Purchaser may involve. The prospective Purchaser and others that prospective Purchaser may involve shall not contact employees, tenants, invitees, guests, contractors, etc. of the property without written consent of the Owner.
3. The Informational Materials may be disclosed to the prospective Purchaser's partners, employees, legal counsel, and institutional lenders ("Related Parties"), for the purpose of evaluating the prospective purchase of the Property.
4. The prospective Purchaser understands and acknowledges that Broker and the Owner do not make any representations or warranty as to the accuracy or completeness of the Informational Materials and that the information used in the preparation of the Informational Materials was furnished to the Broker by others and has not been independently verified by Broker and is not guaranteed as to completeness or accuracy.
5. The prospective Purchaser hereby indemnifies and holds harmless Broker and Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any breach of any of the terms of this Agreement.
6. The prospective Purchaser acknowledges that the property has been offered for sale subject to withdrawal from the market, change in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. The prospective Purchaser acknowledges that the property is being offered without regard to race, color, sex, handicap status, religion, family status, or national origin. This agreement terminates one (1) year from the date hereof except as to written claims by Owner against prospective Purchaser prior thereto.

If in agreement with the foregoing, please return this signed agreement via mail or email.

MAIL: NAI NORTH CENTRAL, 3217 Fiechtner Dr. South, Suite E, Fargo, ND 58103-8735

EMAIL: rcramer@nainorthcentral.com

PROSPECTIVE PURCHASER: ACCEPTED AND AGREED TO THIS [REDACTED] DAY OF [REDACTED], 2021.

Prospective Purchaser:

Phone Number:

By:

EM Address:

Title:

Address: