dotloop signature verification: dtlp.us/nkFD-T8QW-NJHJ

COMMERCIAL NON-DISCLOSURE AGREEMENT

This document has legal consequences. If you do not understand it, consult your attorney.

This Non-Disclosure Agreement ("**Agreement**") is made by and between the undersigned **Disclosing Party** and **Receiving Party** (individually "**Party**" and collectively the "**Parties**") and is effective as of the date adjacent to the last Party to sign this Agreement ("**Effective Date**").

1. PURPOSE:

The Parties wish to engage in discussions regarding the potential sale, purchase, lease or exchange of certain commercial real estate (the "**Property**") commonly known as:

Harvest Farm Campground Resort- 3690 318th Ave	Cresco	IA	52136	Howard-Winneshiek
Street Address	**City**		**Zip Code**	**County**

In connection with these discussions, the Parties may disclose Confidential Information to each other and their representatives. This Agreement is intended to protect such Confidential Information and govern the use and disclosure of said information.

2. CONFIDENTIAL INFORMATION.

"**Confidential Information**" is defined as all non-public information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in any form, whether oral, written, or electronic, that is designated as confidential, proprietary, or should reasonably be understood to be confidential given the nature of the information or the circumstances of disclosure, including, but not limited to:

a. Property information, including any reports, inspections, tenant information, leases, and other documentation provided in connection with the Property.
b. Business information, including financial statements, budget, projections, revenue data, business strategies, marketing plans, and client lists.
c. Negotiation terms and discussions between the Parties regarding the potential transaction.
d. Any other proprietary or sensitive information relating to the Property or the Parties' respective business operations that is not generally known to the public.

3. OBLIGATIONS OF THE RECEIVING PARTY.

The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating the potential transaction and not for any other purpose. The Receiving Party agrees to keep the Confidential Information confidential and to take reasonable precautions to protect such information from unauthorized disclosure. The Receiving Party shall not use, disclose, or reveal Confidential information to third parties except to Receiving Party's employees, legal counsel, real estate broker and affiliated licensees, accounting firms, financing courses, or consultants who have a need to know such information to fulfill Receiving Party's obligations to the Disclosing Party, or as required by law.

4. EXCEPTIONS.

The Receiving Party's obligations under this Agreement do not apply to information that: a.
Is or becomes public knowledge through no fault of the Receiving Party.
b. Is already known to the Receiving Party at the time of disclosure, as evidenced by written records.
c. Is rightfully received by the Receiving Party from a third party without a duty of confidentially.
d. Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

5. DURATION.

The obligation of the Receiving Party under this Agreement shall remain in effect beginning the Effective Date and ending on _____ (*date*) or until the Confidential Information becomes public knowledge through no fault of the Receiving Party, whichever occurs first.

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6. RETURN OF MATERIALS.

Upon termination of discussions and negotiations or at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information and any copies thereof.

7. SPECIAL AGREEMENTS. (*attach additional pages if needed***)** _____

_____

_____

_____

_____

8. GOVERNING LAW/CONSTRUCTION.

This Agreement shall be construed in accordance with the laws of the State of Iowa, including the requirement to act in good faith. The terms "Seller," "Buyer," "Disclosing Party," and "Receiving Party" may be either singular or plural, masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. If any provision herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Agreement or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

9. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. There are no other understandings, written or oral, relating to the subject matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by all Parties.

10. SIGNATURES.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing or amending this Agreement, any written document which is signed and transmitted by any electronic method deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date signed below.

David A Ferrie

dotloop verified
08/04/25 11:21 AM CDT
6FW2-BRYV-DJLU-H6QO

DISCLOSING PARTY **Date**
Printed Name: David A Ferrie

RECEIVING PARTY **Date**
Printed Name: _____

DISCLOSING PARTY **Date**
Printed Name: _____

If signing on behalf of a trust or other legal entity, please print its name and your title below:

Printed Entity Name: David A Ferrie

Title(s): Managing Member

RECEIVING PARTY **Date**
Printed Name: _____

If signing on behalf of a trust or other legal entity, please print its name and your title below:

Printed Entity Name: _____

Title(s): _____