



## CONFIDENTIALITY PROVISIONS AND DISCLAIMER

1700 21<sup>st</sup> Avenue NW  
*Minot, North Dakota*

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The Owner has engaged Duemelands Commercial Real Estate ("Listing Broker") to represent them on the sale of The Market at North Hill located at 1700 21<sup>st</sup> Avenue NW, Minot, North Dakota ("Property"). The Owner has directed that all inquiries and communications with respect to the contemplated sale of such Property be directed to Listing Broker.

Marketing Information and the contents, except such information that is a matter of public record or is provided in sources available to the public, are of a confidential nature. By accepting the Marketing Information, Recipient agrees that he or she will hold and treat it in the strictest confidence, that they will not disclose the Marketing Information or any of the contents to any other entity (except to outside advisors retained by them, if necessary, for their determination of whether or not to make a proposal and from whom they have obtained an agreement of confidentiality) without the prior written authorization of Owner or Listing Broker and that they will not use the Marketing Information or any of the contents in any fashion or manner detrimental to the interest of Owner.

The Recipient further agrees that all information received in written form will be returned if the transaction does not fully consummate.

The Recipient further agrees that this confidentiality agreement shall survive the consummation or lack of consummation of the transaction and shall be binding upon its agents, successors, and assigns and insures to the benefit of the Owner and its agents, successors and assigns.

The Recipient further agrees to save and hold harmless Listing Broker, its agents, successors and assigns and the Owner and its agents, successors and assigns, from any such actions or cause of actions which may arise as a result of a violation of the provisions of this agreement.

These materials do not constitute an offer, but only a solicitation of interest with respect to a possible sale of the property, which the Owner may consider. Ownership reserves the right to withdraw the property from the market or to amend the terms of these materials at any time. The Owner reserves the right to accept or reject any offers including full price offers, and further reserves the right to remove the property from the market at any time.

The enclosed information (and any supplemental materials provided to a prospective purchaser) has been obtained by sources believed reliable. While Listing Broker does not doubt its accuracy, we have not verified it and neither we nor the Owner make any guarantee, warranty or representation of any kind or nature about it. It is Recipient's responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions or estimates used are for example and do not represent past, current or future performance of the property. The value of this transaction to Recipient depends on many considerations, including tax and other factors, which should be evaluated by Recipient and their tax, financial and legal advisors. Recipient and their advisors should conduct a careful and independent investigation of the property to determine to their satisfaction the suitability of the property and the quality of its tenancy for their records.

The Evaluation Material furnished to Recipient will not be used by Recipient for any purpose other than for evaluating a possible transaction involving the Property with the Recipient. Owner agrees to pay a brokerage commission to the Listing Broker only per separate agreement. If a Broker other than Duemelands Commercial Real Estate represents a successful Buyer, the Buyer will be responsible for the fee to his or her broker. Duemelands Commercial Real Estate represents the owner and does not allow any sub agency to any other broker. The Listing Broker, in its capacity as exclusive agent for Owner, has no power or authority in any way to

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bind the Owner with respect to a transaction involving the Property and that the Owner shall in no way be bound or be deemed to have agreed to any transaction or the terms and conditions thereof until such time as the Owner has executed and delivered a written agreement with the Recipient under terms and conditions that are acceptable to the Owner, in its sole and absolute discretion.

Your understanding and approval of these terms is evidenced by your signing of this document. This Agreement shall remain in force for a period of twelve (12) months from the date hereof.

Sincerely,

Duemelands Commercial Real Estate

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