

No. 1 Quality Realty

COMMERCIAL MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

1 For and in consideration of the mutual covenants provided herein and other good and valuable consideration, the receipt and
2 sufficiency of which is hereby acknowledged, the undersigned parties hereby enter into this Commercial Mutual Non-
3 Disclosure and Confidentiality Agreement ("Agreement").

4 **1. Parties.**

5 This Agreement is hereby entered into by and between Wayne Ravesloot Jennine Ravesloot
6 ("Seller"), NO. 1 QUALITY REALTY / Debra Dodd ("Seller's Real
7 Estate Firm"), / BUYER / BUYER
8 ("Buyer"), and _____ ("Buyer's Real
9 Estate Firm") (Collectively known as the "Parties").

10 **2. Nature of the Agreement.** This Agreement is entered into for the purpose of protecting Confidential Information (as
11 defined herein) disseminated between the Parties in conjunction with a contemplated real estate transaction concerning the
12 real property located at 108 & 25 Langford Road & Gainesboro Highway Celina 38551
13 ("Address"). The Parties hereby agree that certain Confidential Information may be exchanged during the negotiations of
14 and Due Diligence Period of said contemplated real estate transaction which the Parties wish to remain confidential. This
15 Agreement defines the terms and nature of the agreement between the Parties concerning how such Confidential
16 Information will be treated.

17 **3. Confidential Information.** During the course of the business relationship between the Parties, certain information of a
18 sensitive nature may be disclosed by one party ("Disclosing Party") to the other party(ies) ("Receiving Party") in
19 furtherance of the contemplated real estate transaction. "Confidential Information" as used herein shall mean all tangible
20 and intangible information, other than information that is or becomes lawfully available to the general public, and shall
21 include but is not limited to that information relating to the products, operations and management of either party which
22 pertains to that party's business; trade secrets; know-how; customer and prospective customer lists; strategic alliances of
23 the Disclosing Party; financial statements; purchase and sales records; cost or pricing information and figures; income
24 data; profit and loss statements; tax records; marketing information and other information relating to the business or
25 products of the Disclosing Party; whether developed by or for the Disclosing Party or furnished or disclosed to the
26 Disclosing Party by others, specifically including but not limited to, computer source code and any related meta data.

27 **A. Written or Other Tangible Information.**

28 If the Confidential Information provided to the Receiving Party is in a written or other tangible form, the Disclosing
29 Party shall clearly mark such as containing Confidential Information.

30 **B. Orally Disclosed Information.**

31 In the event that Confidential Information is orally disclosed, as is contemplated to happen during meetings of
32 representatives of the Parties or otherwise, then, unless specifically acknowledged in writing by the Receiving Party
33 at the time of disclosure, the Disclosing Party shall provide written notice to the Receiving Party specifically
34 identifying the date of disclosure, the substance of the information, and that it is to be treated as Confidential
35 Information. Said notice shall be provided within _____ days of the oral disclosure. Given the aforementioned
36 timeframe for such written notice, all oral statements and/or disclosures between the Parties shall be deemed to be
37 confidential until such time frame has lapsed.

38 **C. Information which shall not be Deemed Confidential.**

39 The following information shall not be deemed to be Confidential Information under this Agreement:

- 40 1. Any information which was previously and lawfully in the possession of the Receiving Party at the time of
41 disclosure by Disclosing Party;
- 42 2. Information that is available to the public either before or after disclosure by the Disclosing Party;
- 43 3. Information which is received by Receiving Party from a third party who lawfully had the power to disclose
44 such information and the disclosing third party was not subject to this or any other confidentiality agreement;
45 and

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- 46 4. Information that is independently developed or acquired by the Receiving Party without the assistance of the
47 Confidential Information.
- 48 **4. Duty to Maintain Confidentiality.**
49 The Receiving Party must exercise the same degree of care and take the same safeguards which it uses to protect its own
50 Confidential Information. However, the Receiving Party must at a minimum exercise reasonable care in the safeguarding
51 of any received Confidential Information. The Parties may agree to a stricter and more stringent degree of care in writing.
- 52 **5. Disclosure of Confidential Information by Receiving Party.**
53 Confidential Information received may be disclosed to the Receiving Party's officers, board of directors, members,
54 employees, agents, independent contractors, accountants, attorneys, and consultants in order to evaluate and analyze the
55 contemplated real estate transaction. However, prior to disclosure of said Confidential Information, the Receiving Party
56 shall require that these parties execute a similar confidentiality and non-disclosure agreement with said parties in order to
57 protect the disclosed Confidential Information. The Parties agree that the Receiving Party shall not disclose any
58 Confidential Information to any other third parties without the prior written authorization of the Disclosing Party.
- 59 **6. Term of Agreement.**
60 Any Confidential Information received pursuant to this Agreement shall remain confidential until
61 duration ("Expiration Date") unless otherwise stated herein.
- 62 **7. Return of Confidential Information.**
63 Upon the earlier of the termination of negotiations of the Parties of any contemplated real estate transaction as described
64 herein or the Expiration Date of this Agreement, the Parties shall return any and all copies of all Confidential Information
65 received to the respective Disclosing Party. For all electronic Confidential Information received, the Receiving Party shall
66 provide the Disclosing Party with written certification that this Confidential Information has been destroyed.
- 67 **8. Limitation of Use.**
68 The Parties hereby agree that any Confidential Information received shall only be used by the Receiving Party for purposes
69 of review, analysis and determination of the feasibility of a contemplated real estate transaction involving the Parties and
70 shall not be used for any other purpose. However, nothing would prevent the Disclosing Party from utilizing or
71 disseminating its own Confidential Information in any manner it chooses.
- 72 **9. Legally Required Disclosure.**
73 In the event that Receiving Party is legally required to disclose Confidential Information pursuant to any statute, rule,
74 regulation or order of any judicial or quasi-judicial body and/or governmental or regulatory agency, Receiving Party shall
75 promptly notify Disclosing Party of this requirement in writing. At such time, Disclosing Party may, at Disclosing Party's
76 own expense, seek an appropriate protective order or injunction concerning the Confidential Information. Receiving Party
77 agrees to cooperate fully with Disclosing Party in the pursuit for such protective order or injunction at the request and at
78 the expense of the Disclosing Party.
- 79 **10. Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting the
80 Seller or Buyer and their brokers (collectively referred to as "Brokers") do not have or assume liability for the performance
81 or nonperformance of Seller or Buyer. Buyer and Seller acknowledge that Brokers are not experts with respect to legal,
82 tax or financial matters and that if any of these matters or any other matters are of concern to them, they should seek
83 independent expert advice relative thereto. Buyer and Seller acknowledge that they have not relied upon the advice,
84 representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any
85 claims against Brokers (including their firms and affiliated licensees) involving same.
- 86 **11. Default.**
87 In the event that any Party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after
88 closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such
89 enforcement, including reasonable attorney's fees.
- 90 **12. Other Provisions.**
91 **A. Binding Effect, Entire Agreement, Modification, Assignment.** This Agreement shall be for the benefit of, and be
92 binding upon, the Parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes
93 the sole and entire agreement between the Parties hereto and no modification of this Agreement shall be binding unless
94 signed by all Parties or assigns to this Agreement. No representation, promise, or inducement not included in this
95 Agreement shall be binding upon any party hereto. This Agreement may only be assigned upon the prior written
96 consent of all Parties hereto. Any permissible assignee shall fulfill all the terms and conditions of this Agreement. It
97 is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not
98 have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized
99 in writing within this Agreement.

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- 100 **B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after
- 101 closing of any contemplated real estate transaction, shall survive the termination of this Agreement and shall remain
- 102 binding upon the Parties to this Agreement and shall be fully enforceable thereafter.
- 103 **C. Governing Law and Venue.** This Agreement is intended as a contract for the non-disclosure and confidentiality of
- 104 information and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.
- 105 **D. Time of Essence.** Time is of the essence in this Agreement.
- 106 **E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
- 107 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
- 108 shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to
- 109 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
- 110 determined by the location of Property. **In the event a performance deadline** occurs on a Saturday, Sunday or legal
- 111 holiday, the performance deadline shall extend to the next following business day. In calculating any time period
- 112 under this Agreement, the commencement day shall be the day following the initial date. Holidays as used herein are
- 113 those days deemed federal holidays pursuant to 5 U.S.C. § 6103.
- 114 **F. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in
- 115 writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission
- 116 (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5)
- 117 Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice
- 118 by the real estate licensee or the Broker assisting a party as a client or customer shall be deemed to be notice to that
- 119 party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- 120 **G. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
- 121 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
- 122 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- 123 **H. Binding Agreement.** This Agreement shall become binding upon all Parties upon the execution by all Parties hereto.
- 124 **I. Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but
- 125 shall be construed as if all parties to this Agreement jointly prepared this Agreement.

126 **16. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal,

127 or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated

128 as originals and that the final Non-Disclosure and Confidentiality Agreement containing all signatures and initials may be

129 executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as

130 defined by the applicable State or Federal law.

131 **17. Other.**

132 **1). No tax reports or returns, rental reports, renters names and their contact information, utility bills,**

133 **insurance bills & contact information will be provided to a Buyer by email, fax, text or mailed by the**

134 **Seller or the Sellers Broker. Any and all reports must be discussed and provided to the Buyer behind**

135 **closed doors during a Confidential meeting with the Booker present. No copies will be given to any**

136 **Buyer until the day of closing. No Buyer can make copies of any reports with their cell phones. If the**

137 **Buyers obtain copies of any reports the Buyer must have written permission of the Sellers to receive**

138 **any and all reports.**

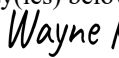
149 **LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any**

150 **questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is**

151 **authorized or qualified to give you any advice about the advisability or legal effect of its provisions.**

152 NOTE: By affixing your signature below, you also acknowledge that you have reviewed each page and have received a
153 copy of this Agreement.

154 The party(ies) below have signed and acknowledge receipt of a copy.

 Wayne Ravesloot



Jennine Ravesloot

155 BUYER/SELLER Wayne Ravesloot

BUYER/SELLER Jennine Ravesloot

156 By: Wayne Ravesloot

By: Jennine Ravesloot

157 Title: Owner

Title: Owner

158 Entity: Wayne Ravesloot

Entity: Jennine Ravesloot

159 Address: confidential

Address: confidential

160 04/26/24 at 9:46 AM o'clock am/ pm

04/25/24 at 9:47 AM o'clock am/ pm

161 Date

Date

164 The party(ies) below have signed and acknowledge receipt of a copy.

165 BUYER/SELLER

BUYER/SELLER

166 By: _____

By: _____

167 Title: _____

Title: _____

168 Entity: _____

Entity: _____

169 Address: _____

Address: _____

170 _____ at _____ o'clock am/ pm

_____ at _____ o'clock am/ pm

171 Date

Date

174 The party(ies) below have signed and acknowledge receipt of a copy.

 Debra Dodd

175 LICENSEE Debra Dodd

DEBRA DODD / NO 1 QUALITY REALTY

176 04/23/24 at 12:22 PM o'clock am/ pm

FIRM/COMPANY

177 Date

NO 1 QUALITY REALTY

ADDRESS:

PHONE: 9312436401

EMAIL: debradodd@no1qualityrealty.com

181 The party(ies) below have signed and acknowledge receipt of a copy.

182 LICENSEE disclosing interest

FIRM/COMPANY

183 _____ at _____ o'clock am/ pm

ADDRESS:

184 Date

PHONE: _____

EMAIL: _____

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