

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into between Mortenson Development, Inc. ("Company"), and "Saint Louis County, Minnesota" identified below ("Participant"). The parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): (a) to evaluate whether to enter into a contemplated business transaction ("Transaction"); and (b) if the parties enter into an agreement related to such Transaction, to fulfill each party's confidentiality obligations to the extent the terms set forth below are incorporated therein (the "Purpose"). The parties enter into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this Agreement is the date the last party below signs.
2. Company has been engaged as an agent by a third-party client (the "Client") to act on the Client's behalf in connection with the Transaction, which Client intends to participate in the Transaction. The Participant acknowledges and agrees that the Client, even though unnamed in this Agreement for confidentiality purposes, is a third-party beneficiary to this Agreement and shall have the joint and several right to enforce the terms hereof against the Participant.
3. In connection with the Purpose, a party or Client may disclose certain information it considers confidential and/or proprietary ("Confidential Information") to the other party, including, but not limited to, tangible, intangible, oral, visual, electronic present, and/or future information, however and whenever acquired, including, but not limited to, by post, fax, e-mail, text message (SMS) and/or visual inspection during any tours of the Discloser's or its affiliates' facilities or premises; such information to include, without limitation: (a) trade secrets (whether or not subject to or protected by copyright, patent, or trademark (registered or unregistered); (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and/or (e) the terms of any agreement entered into between the parties and the discussions, negotiations and proposals related thereto.
4. The party receiving Confidential Information (a "Recipient") will have a duty to protect Confidential Information disclosed to it by the other party ("Discloser") only: (a) if it is clearly and conspicuously marked as "confidential" or with a similar designation; (b) if it is identified by the Discloser as confidential and/or proprietary before, during, or promptly after presentation or communication; or (c) if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, including without limitation those described in Section 2 above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.
5. A Recipient will use the Confidential Information only for the Purpose described above. A Recipient will use the same degree of care, but no less than a reasonable degree of care, as the Recipient uses with respect to its own information of a similar nature to protect the Confidential Information and to prevent: (a) any use of Confidential Information in violation of this agreement; and/or (b) communication of Confidential Information to any unauthorized third parties. Confidential Information may only be disseminated to Client and to employees, officers or directors of Recipient with a need to know and who have first signed an agreement with either of the parties containing confidentiality provisions substantially similar to those set forth herein (collectively, "Authorized Personnel"). A Recipient will be liable as primary obligor for any breaches of this Agreement notwithstanding that such breaches were committed by Authorized Personnel (with or without Recipient's knowledge).
6. Each party will not do the following, except with the advanced review and written approval of the other party: (a) issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of the other party; or (b) make copies of documents containing Confidential Information.
7. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) the Recipient can demonstrate was already in the Recipient's actual possession or knowledge and which the Recipient lawfully acquired other than from the Discloser was; (b) is or becomes publicly available through no fault, action, omission or intervention of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality (express or implied) owed to the Discloser; (d) is independently developed by the Recipient without a breach of this Agreement; (e) is disclosed by the Recipient with the Discloser's prior written approval; or (f) is required to be disclosed by operation of law, court order or other governmental demand ("Process"); provided that (i) the Recipient will immediately notify the Discloser of such Process; and (ii) the Recipient will not produce or disclose Confidential Information in response to the Process unless the Discloser has: (a) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (b) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (c) taken no action to protect its interest in the Confidential Information within 14 business days after receipt of notice from the Recipient of its obligation to produce or disclose Confidential Information in response to the Process. Notwithstanding anything to the contrary in this Agreement, Recipient may disclose Confidential Information to any person who makes a written request for access to the Confidential Information if Recipient reasonably determines that the disclosure is required under the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, or other applicable law.
8. EACH DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION. NO OTHER WARRANTIES ARE MADE. ALL CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS".
9. This Agreement will remain in effect until it is terminated by either party with thirty (30) days prior written notice. Notwithstanding the foregoing, this Agreement will survive with respect to Confidential Information that is disclosed before the effective date of termination.
10. Unless the parties otherwise agree in writing, a Recipient's duty to protect Confidential Information expires five (5) years from the date of disclosure. A Recipient, upon Discloser's written request, will promptly return all Confidential Information received from the Discloser, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.
11. This Agreement imposes no obligation on a party to exchange Confidential Information, proceed with any business opportunity, or purchase, sell, license, transfer or otherwise make use of any technology, services or products.
12. No party acquires any intellectual property rights under this Agreement (including, but not limited to, patent, copyright, and trademark rights) except the limited rights necessary to carry out the Purpose in accordance with this Agreement. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available to it.

Confidential

13. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by Participant without the prior written consent of Company. Company may assign or transfer this Agreement in its sole discretion.

14. This Agreement may be executed in two or more identical counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing and must be signed by the parties. Any failure to enforce a provision of this Agreement will not constitute a waiver thereof or of any other provision.

16. As noted above, the Client is a third-party beneficiary to this Agreement and accordingly is entitled to the rights and benefits under this Agreement, and may enforce the provisions of this Agreement as if it were a party.

17. This Agreement is governed by the laws of the State of Minnesota, without reference to conflict of laws principles. The exclusive venue for any dispute relating to this Agreement will be in the state district court in Duluth or federal district court in Minnesota.

COMPANY: Mortenson Development Inc.

PARTICIPANT: Saint Louis County, Minnesota

Signature: 

Name: Nathan L. Gundrum

Title: Vice President

Date: 10/21/2024

Signature: 

Name: Darren Jablonsky

Title: Director, St. Louis County Economic and Community Development

Date: 10/21/2024

AGREEMENT CONCERNING MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement concerning Mutual Non-Disclosure Agreement (this “Agreement”) is entered into by and between St. Louis County (the “County”) and Keith Nelson (the “Employee, Officer, or Director”), an employee, officer, or director of the County, as of the latest date shown on the signature pages below.

WHEREAS, Mortenson Development, Inc., and the County have entered into a Mutual Non-Disclosure Agreement (the “MNDA”).

WHEREAS, section 5 of the MNDA provides, in part, that Confidential Information (as defined in the MNDA) cannot be disseminated to an employee, officer, or director of the County unless the employee, officer, or director signs an agreement containing confidentiality provisions substantially similar to those set forth in the MNDA.

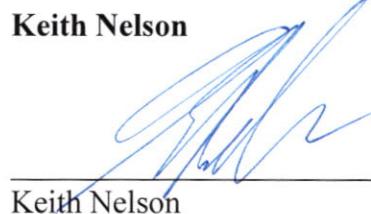
WHEREAS, the purpose of this Agreement is to fulfill this requirement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The County has provided to the Employee, Officer, or Director a copy of the MNDA.

2. The Employee, Officer, or Director has read, understands, and agrees to be bound by and comply with the MNDA.

Keith Nelson

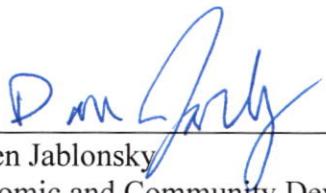


Keith Nelson

Dated:

March 13, 2025

ST. LOUIS COUNTY



Darren Jablonsky

Economic and Community Development
Director

Dated:

3/12/2025