

Date: _____

CONFIDENTIALITY AGREEMENT

In connection with your consideration of one or more potential transactions (the "Transactions") with **GARLAN E & KATHLEEN L DUBBELS** ("Owner"); Owner may make available to you certain information about the Transactions (including all marketing materials, financial information and any projections or proformas), the Owner, any guarantors of the Transactions and any property securing the Transactions. All such information is called the "Confidential Information".

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Owner agree as follows:

1. You will treat all Confidential Information as strictly confidential.
2. You will use the Confidential Information solely for the purpose of evaluating and monitoring the Transactions.
3. You will not disclose any of the Confidential Information to anyone unless they have also executed a Confidentiality Agreement except: (a) your employees, officers and directors, (b) your auditors and attorneys, (c) any regulatory or supervisory authorities having jurisdiction over you, including but not limited to federal and state banking examiners, (d) pursuant to a subpoena, court order or otherwise as may be required by applicable law or regulation, (e) in any court, arbitration or mediation proceeding to which you are a party to the extent that such Confidential Information is relevant to the matters at issue in such proceeding, but only if you make reasonable efforts to cause such disclosure to be made under seal or similar protective order, or (f) with the prior written consent of Owner.
4. If you breach this Agreement, in addition to any other liabilities and remedies under applicable law, you agree to indemnify and hold harmless Owner and all of its prior, existing and future employees, officers, directors, and agents, from any and all losses, liabilities, and expenses (including but not limited to reasonable attorneys' fees and legal expenses) relating in any way to such breach.
5. Any remedy at law for any breach of this Agreement may be inadequate. In the event of breach or threatened breach of this Agreement, Owner shall, in addition to any other remedies under applicable law, be entitled to equitable relief in the form of preliminary and permanent injunctions and other injunctive relief.

Confidentiality Agreement

Page Two

6. Nothing in this Agreement shall obligate you to enter into any of the Transactions.

7. No provision of this Agreement can be amended, modified, waived or terminated, except by a writing executed by you and Owner.

8. This Agreement binds and benefits the parties and their respective successors and assigns. This Agreement is governed by the internal laws of the State of Minnesota (excluding conflict of law rules).

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to Owner, whereupon this letter will become a binding agreement between you and Owner.

Acknowledged and agreed to:

By: _____
(Printed Name)

(Signature)

Its: _____

OWNER:

By: _____
(Printed Name)

(Signature)

Date: _____