**Confidentiality & Nondisclosure Agreement**

This Confidentiality and Nondisclosure Agreement (the “**Agreement**”) delivered to Daniel Rose, solely in his capacity as receiver (the “**Receiver**”), of Bison Hardwood, LLC and Genesis Development & Real Estate L.L.C. (collectively, the “**Seller**”) by [Recipient name] (“**Recipient**,” or “**you**”) in connection with information relating to certain assets of the Seller, including the personal and real property assets of Seller (collectively, the “**Assets**”). The Recipient desires to receive information from the Receiver to review in connection with Recipient’s potential acquisition of the Assets. In contemplation of receiving Confidential Information as defined in this Agreement, Recipient agrees as follows:

**Agreement**

* 1. **Confidential Information**. The term “Confidential Information” means any and all non-public, confidential, or proprietary information disclosed by the Receiver to the Recipient or its employees, officers, directors, partners, shareholders, agents, attorneys, accountants, or advisors (collectively, “**Representatives**”), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential.”
	2. **Exclusions**. The Confidential Information does not include information that: (a) was already or subsequently becomes available to you from a source other than the Receiver; provided that such information is not subject to another confidentiality agreement with or other obligation of secrecy to another party; or (b) is or becomes generally available to the public, other than as a result of a breach by you or your Representatives of this Agreement, or the breach by any other party of any other confidentiality agreement.
	3. **Confidentiality Obligations**. Confidential Information is made available to you and your Representatives upon the express understanding and requirement that you and your Representatives agree to keep such information in strict confidence and that you shall not duplicate, directly or indirectly, use or disclose such information, in whole or in part, except in connection with an evaluation of a possible acquisition of the Assets. You and your Representatives will protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as you would protect your own Confidential Information, but in no event with less than a commercially reasonable degree of care. You will immediately notify the Receiver of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by the Recipient or its Representatives of which the Recipient has knowledge.
	4. **Use of Confidential Information**. You and your Representatives may use the Confidential Information solely for the purpose of evaluating a possible acquisition of the Assets by you, and you shall not disclose the Confidential Information to any third party, nor will you disclose any analyses, compilations, studies or other documents or records prepared by you or those whom you control to the extent they contain or reflect such Confidential Information. You may disclose the Confidential Information only to those Representatives who, (a) need to know for purposes of evaluating and negotiating a possible acquisition of the Assets; and (b) agree to be bound by this Agreement to the same extent as if they were a party hereto. You shall be responsible and liable to the Receiver for any breach of this Agreement by you, including any of your affiliates, directors, officers, employees, or agents or Representatives.
	5. **Ownership & Return of Confidential Information**. All Confidential Information shall remain the property of the Seller and the Receiver, and in the event you do not proceed with a transaction or if at any time you are so requested by the Receiver, (a) you and your Representatives must promptly return to the Receiver or otherwise destroy all Confidential Information (regardless of who has prepared such material); and (b) you shall certify in writing that such return or destruction has been completed.
	6. **No Representations or Warranties**. Except as set forth in an executed definitive agreement, neither the Seller nor the Receiver, nor any of their advisors have made or make any representation of warranty as to the accuracy or completeness of any Confidential Information. The Receiver, the Seller, and their advisors shall have no liability to you resulting from any use of the Confidential Information.
	7. **Definitive Agreement**. No contract or agreement providing for an acquisition of the Assets may be deemed to exist between you and the Receiver until a definitive agreement for the purchase and sale of some or all of the Assets has been executed and delivered by you and the Receiver, and you hereby waive any claims in connection with an acquisition of the Assets until you have entered into such definitive agreement. Neither the Receiver nor the Seller has any legal obligation of any kind whatsoever with respect to any such acquisition by virtue of this Agreement or any other written or oral expression with respect to such acquisition.
	8. **Costs Borne by Recipient**. The Receiver is providing Confidential Information to you solely as a principal and potential purchaser of the Assets, and the Receiver will incur no finder’s fee, broker’s fee, commission or other obligation to you or your Representatives with respect to any potential acquisition, whether consummated or not. You and your Representatives will bear all costs of your investigation and evaluation of the Assets, including any fees and disbursements of your counsel and advisors.
	9. **Nondisclosure Obligations**. Neither you nor any of your Representatives will, without the prior written consent of the Receiver, make any statement or any public announcement, or any release to trade publications or to the press, or make any statement to any competitor, customer, or other third party with respect to any purchase and sale of the Assets, or any of the Confidential Information, except as may be necessary, in the opinion of counsel, to comply with the requirements of any law, governmental order or regulation.
	10. **Assignment**. The Receiver may assign its rights under this Agreement, including the right to enforce all of the terms of this Agreement. You may not assign your rights or obligations under this Agreement.
	11. **No Adequate Remedy at Law**. It is understood and agreed that money damages may not be a sufficient remedy for any breach of this Agreement by you or any of your Representatives and that the Receiver shall be entitled to seek equitable relief, including injunctive relief and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for breach of this Agreement by you but shall be in addition to all other remedies available at law or in equity to the Receiver. No failure or delay by the Receiver in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof. The Receiver shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of any provision of this Agreement.
	12. **Interpretation, Choice of Law**. This Agreement shall be construed and enforced pursuant to the laws and decisions of the State of Montana, without regard to any principles of conflicts of laws which would otherwise require the laws of another state or jurisdiction to be applied.
	13. **Miscellaneous**. This Agreement may not be assigned by either you without the prior written consent of the Receiver. If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. No waiver of any breach or default or any right or remedy which either Party may have pursuant to this Agreement, at law, in equity, or otherwise, will be effective unless in writing and signed by both Parties. No waiver on any one occasion will constitute a waiver of such or any similar breach or default on any future occasion or any other right or remedy a Party may have against the other Party. This Agreement may be executed in multiple counterparts and by fax or digital signature; each such executed counterpart will be considered a fully executed original as though the signatures of the Parties appear on the same counterpart.

Please indicate your agreement to the foregoing by signing and returning a copy of this Agreement to the Receiver.

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| **Bison Hardwood, LLC**  By: Daniel Rose, solely as Receiver for Bison Hardwood, LLC and Genesis Development & Real Estate L.L.C. | **Genesis Development & Real Estate L.L.C.** By: Daniel Rose, solely as Receiver for Bison Hardwood, LLC and Genesis Development & Real Estate L.L.C. |
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| **[Recipient Name]** By: Title: Date:  |  |