

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “**Agreement**”) is entered into as of _____, 2018 by _____ [together with its Representatives (as defined below), the “**Receiving Party**”], whose address is _____ for the benefit of **JLC Hunters, LLC through M. Shapiro Real Estate Group as its Power of Attorney** (the “**Disclosing Party**”), whose address is Suite 220, 31550 Northwestern Highway, Farmington Hills, Michigan 48334. The Receiving Party acknowledges that the disclosure or improper use of Confidential Information (as defined below) will have severe repercussions on the Disclosing Party’s business as well as possibly result in violation of other agreements entered into by the Disclosing Party and federal and/or state laws. The Receiving Party recognizes, agrees, and accepts the individual responsibility that the Receiving Party has, to protect and prevent the disclosure and improper use of the Confidential Information by the Receiving Party and/or its Representatives.

1. **Confidentiality.** The Receiving Party shall use the Confidential Information only in the context of evaluating, researching, and analyzing the possible acquisition of certain properties located at 509 Hunters Run #9B, Watford City, ND 58854 (the “Property”) and for no other purpose whatsoever. The Receiving Party will preserve the confidential and proprietary nature of all Confidential Information for the Term (as defined below) of this Agreement; provided, however, that the Receiving Party may disclose Confidential Information as required by applicable law, or pursuant to an order to disclose by a court of competent jurisdiction. Further, in the event the Receiving Party is required to disclose Confidential Information by law or pursuant to a court order to disclose as described above, the Receiving Party agrees to limit such disclosure to only the extent so required, and shall notify the Disclosing Party prior to any such disclosure. The Receiving Party may also disclose Confidential Information to the Receiving Party’s Representatives on a “need to know” basis, provided, that any and all persons to which or whom such disclosure is made shall undertake in writing prior to receiving any of the Confidential Information to keep the Confidential Information confidential to the same extent as the Receiving Party under this Agreement (including the foregoing limitations on the use of such Confidential Information). The Receiving Party acknowledges and agrees that the Receiving Party shall be liable for any breach of this Agreement by itself and/or any of the Receiving Party’s Representatives. For the purposes of this Agreement, the term “Representative” shall mean the principals, employees, directors, affiliates, agents, professional advisors, consultants, and potential lenders of the Receiving Party.

The term “**Confidential Information**” includes all information furnished to the Receiving Party in writing, in electronic form, verbally, or otherwise by the Disclosing Party or any of its agents or representatives, and all analyses, compilations, studies or other material prepared by the Receiving Party containing or based in whole or in part upon such information furnished to the Receiving Party by the Disclosing Party, but does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party, or (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party.

2. **Records and Other Material.** If so requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party, or at the Disclosing Party’s request destroy, all records, materials, property, documents and data relating to the Property in the Receiving Party’s possession, including those containing or based on Confidential Information, whether existing on paper, stored electronically or existing in any other medium, and whether originals or copies.

3. **Non-Compete/Non-Circumvent.** The Receiving Party agrees that during the Term of this Agreement, the Receiving Party will not, on its own or through a third party, express an interest in acquiring, negotiate to acquire, or acquire, an interest, directly or indirectly, in the Property, except through the Disclosing Party. The Receiving Party agrees that it will not use the Confidential Information independently or with third parties, directly or indirectly, to solicit the business of any person or entity, to provide services to any person or entity, or otherwise to compete with the Disclosing Party or the owner of the Property.

4. **No Publicity.** Without the prior written consent of the Disclosing Party, and except as required by law, regulation, legal or regulatory process, the Receiving Party shall not, and the Receiving Party shall cause its Representatives not to, disclose to any third party either the fact that discussions or negotiations have taken or are

taking place concerning a possible transaction involving the Receiving Party and the Disclosing Party or any of the terms, conditions, or other facts with respect to any such possible transaction, including the status thereof.

5. No Obligation to Consummate a Transaction. No rights, obligations, representations, or terms, other than those expressly set forth herein, are to be implied from this Agreement. The parties agree that until a definitive agreement regarding a transaction with respect to the Property has been executed by all necessary parties, no contract or agreement providing for the consummation of a transaction shall be deemed to exist between the parties, and neither party is under any legal obligation or has any liability to the other with respect to any transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The Disclosing Party and its shareholders reserve the right, in their sole discretion, to reject any and all proposals made by the Receiving Party or the Receiving Party's Representatives with regard to a possible transaction and to terminate discussions and negotiations with the Receiving Party at any time.

6. No Representations or Warranties. Nothing contained in this Agreement shall be construed as granting any ownership rights, by license or otherwise, in any Confidential Information disclosed by the Disclosing Party. The Receiving Party acknowledges that the Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the Receiving Party agrees that the Disclosing Party shall have no liability hereunder with respect to the Confidential Information or any errors or omissions therein. The Receiving Party agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information. The Disclosing Party retains the right to determine, in its sole discretion, what information, properties, and personnel it wishes to make available to the Receiving Party. If the Receiving Party determines to engage in a possible transaction with respect to the Property, the Receiving Party's determination will be based solely on the terms of such final agreement and on the Receiving Party's own investigation, analysis, and assessment of the Property and the Confidential Information.

7. Term. The provisions of this Agreement shall continue in full force and effect at all times until the later of (a) the date on which the Disclosing Party is no longer bound to a third party by the terms of any obligation of confidentiality with respect to the Confidential Information, (b) the date on which the Confidential Information becomes public other than as a result of a disclosure by the Receiving Party, and (c) three (3) years after the date the Receiving Party executes this Agreement (the "Term").

8. Reasonableness of Restrictions. The Receiving Party understands and acknowledges how important the Confidential Information is to the business and success of the Disclosing Party, and the Receiving Party acknowledges the steps the Disclosing Party takes to develop, preserve and protect its Confidential Information. The Receiving Party agrees that the scope and duration of the restrictions and limitations described in this Agreement are reasonable and necessary to protect the legitimate business interests of the Disclosing Party.

9. Remedies. The Receiving Party shall indemnify and hold the Disclosing Party harmless from any damages, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the Confidential Information by the Receiving Party or any of the Receiving Party's Representatives, other than as expressly permitted by this Agreement. In addition, the Receiving Party agrees that the Disclosing Party would suffer immediate and irreparable harm if the Receiving Party breaches or threatens to breach this Agreement. The Receiving Party also agrees that because money damages for the breach or threatened breach of the Receiving Party's obligations under this Agreement would be inadequate to properly compensate the Disclosing Party for the losses resulting from the Receiving Party's breach, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, and/or any other remedies "in equity" for any such breach or threatened breach, without first being obligated to post any bond or other security or to show actual damages. In addition, the Disclosing Party shall be entitled to obtain any and all other remedies available at law, in equity, or under this Agreement for any breach of this Agreement by the Receiving Party or its Representatives.

10. Severability. If a court, mediator, or arbitration tribunal determines that any provision contained in this Agreement is unenforceable in any respect, then the effect of such provision will be limited and restricted so as to permit such provision to be enforceable or, if that is not possible, such provision will be removed from this Agreement. In either case, this Agreement should be interpreted, even if modified, to achieve the full intent expressed, and the other provisions of this Agreement will remain in force and unmodified and will be enforced as written.

11. Modification; Assignment. This Agreement may not be assigned, amended, or modified except by written agreement signed by a duly authorized representative of both parties hereto.

12. Governing Law; Choice of Forum. This Agreement shall be interpreted and enforced according to the laws of the State of Illinois, regardless of whether choice of law provisions or principles would require the application of the laws of another jurisdiction. Any dispute, claim or controversy arising with respect to this Agreement shall be brought before the state or federal courts for Cook County, Illinois. The Receiving Party consents to the exclusive jurisdiction of such courts with respect to all such disputes, claims, and controversies.

13. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, negotiations, conditions, communications, and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. This agreement may be executed in several counterparts (including by means of facsimile or electronic signature pages) each of which shall be deemed an original and shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

In witness whereof, the Receiving Party has caused this Confidentiality and Non-Disclosure Agreement to be executed by its duly authorized officer as of the date first written above.

By: _____
Name:
Title:

Date: _____, 2018