

CONFIDENTIALITY NON-DISCLOSURE STATEMENT - BUYER



1 In reference to the potential purchase of the following described business and associated real
2 and/or personal property:
3 308 W Pine St, Missoula, MT 59802

8 (the "Property"), by _____
9 ("Buyer") from First Baptist Church
10 ("Seller"), Buyer has requested certain information concerning the business, operations, finances
11 and affairs of the Property ("Information"). As a condition to Seller furnishing the Information to
12 Buyer, Buyer agrees as follows:

- 14 1. Buyer shall use the Information solely for the purpose of evaluating the possible purchase of
15 the Property by Buyer.
- 17 2. Neither Buyer, nor any employees, agents or representatives (collectively "Representatives")
18 of Buyer shall use the Information in any way that is detrimental to Seller. The Information will
19 be treated by Buyer as belonging to Seller and Buyer shall not, without Seller's prior written
20 consent, disclose any of the Information to any persons or companies that are not the Buyer's
21 Representatives.
- 23 3. Buyer and/or Buyer's Representatives will not disclose to anyone who is not a direct
24 participant in Buyer's potential purchase of the Property, either the fact that negotiations are
25 taking place or any of the terms, conditions or other facts with respect to Buyer's possible
26 purchase of the Property including, without limitation, Seller's name, address, and/or
27 profession.
- 29 4. Information shall not be reproduced by or on behalf of Buyer, in any form, without Seller's
30 prior written consent. If Buyer decides not to pursue the purchase of the Property from Seller,
31 Buyer agrees to immediately return to Seller or Seller's agent, Mark McQuirk,
32 all Information and all authorized copies, summaries and notes of the contents or parts of the
33 Information (regardless of who made them), without retaining any copies of this material.
- 35 5. Without Seller's prior written consent, neither Buyer nor Buyer's Representative shall contact
36 Seller's neighbors, lenders, employees, or any other person or company in any way affiliated
37 with the Property and/or Seller.
- 39 6. Buyer acknowledges that Seller will include in the Information all information known to Seller
40 which Seller believes to be relevant for the purpose of Buyer's investigation of the possible
41 purchase of the Property. However, and except as may otherwise be agreed to in writing,
42 neither Seller nor Seller's Representatives make any representations or warranties as to the
43 Information.
- 45 7. This agreement shall be governed by the laws of the State of Montana. Buyer also
46 acknowledges that monetary damages may not be a sufficient remedy for any breach of this
47 agreement by Buyer and that Seller shall also be entitled to specific performance as a remedy
48 for any such breach in addition to all other remedies available to Seller at law or equity.
- 50 8. The obligations imposed on Buyer as set forth herein shall survive any expiration, termination
51 or cancellation of the Agreement and/or of this agreement.

52 **NOTE: Buyer's Agent is bound to confidentially as referenced above.**

56 _____
57 Buyer's Signature Date

61 _____
62 Buyer's Signature Date

66 _____
67 Buyer's Agent Signature Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.