

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of June ____, 2015, by and between the United States Marshals Service ("USMS") and _____ ("Receiving Party"). As used herein, "Disclosing Party" means the USMS, which is the party disclosing Confidential Information, as defined below in Paragraph 2 of this Agreement, and "Receiving Party" means the party receiving Confidential Information pursuant to the terms of this Agreement.

1. **Purpose.** The Receiving Party is receiving the Confidential Information to allow it to perform whatever due diligence it feels is necessary to allow it to bid on up to three convenience stores/gas stations offered for sale by the USMS ("Businesses"). The Confidential Information may be used by the Receiving Party solely for evaluating and undertaking a potential purchase of the Businesses from the USMS ("Potential Purchase").

2. **"Confidential Information" defined.**

a. As used herein "Confidential Information" means private, confidential, trade secret, proprietary or other sensitive, non-public information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business activity of the Businesses, including, without limitation, the sale of the Businesses, and including, without limitation, any information which, if kept secret, will provide the Businesses with an actual or potential economic advantage over others in the relevant trade or industry, such as, but not limited to: business data (including cost data), financial information, price lists, strategies, and compensation.

b. Confidential Information does not include information that: (i) at the time of first disclosure by Disclosing Party to Receiving Party was already in the possession of Receiving Party, as shown by written records existing at such time; (ii) is independently made available to Receiving Party on a non-confidential basis by an unrelated and independent third party whose disclosure does not constitute a breach of any duty of confidentiality owed to the Disclosing Party; or (iii) is generally available to the public or becomes generally available to the public without breach of this Agreement by the Receiving Party.

3. **Disclosure of Confidential Information.**

a. Except as required in considering the Potential Purchase, upon prior written authorization of the Disclosing Party, or by applicable law, regulation, legal process, regulatory authority, or a court of competent jurisdiction, Receiving Party may not directly or indirectly use, disclose, disseminate, publish, or otherwise reveal any Confidential Information for the benefit of any party other than Disclosing Party. However, Receiving Party may disclose Confidential Information to employees, contractors, counsel, accountants, and financial advisors, with a specific need to know for the purpose of assisting with Receiving Party's analysis and assessment of the Confidential Information in evaluating the Potential Purchase ("Permitted Disclosure"). Before making a Permitted Disclosure, Receiving Party must bind the party to

whom it is making the Permitted Disclosure to a written obligation of confidentiality at least as restrictive as this Agreement.

b. In the event that Receiving Party is required by applicable law, regulation, legal process, regulatory authority, or a court of competent jurisdiction to disclose Confidential Information, Receiving Party, to the extent permitted by law, must provide Disclosing Party with notice and the opportunity to take appropriate action to preserve the confidential nature of the information. If the Disclosing Party fails to obtain timely relief regarding the disclosure of Confidential Information, the Receiving Party may disclose such Confidential Information without liability if the Receiving Party limits the disclosure to the minimum amount necessary to comply with the disclosure obligation, as determined by the Receiving Party's counsel.

4. **No Warranty.** None of the Confidential Information which is disclosed by a Disclosing Party will constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the Receiving Party with respect to the accuracy or performance of the Confidential Information or any rights of any third party. Further, the Disclosing Party has received financial information that was supplied by the management of the Businesses. The Confidential Information which is disclosed by the Disclosing Party cannot be relied upon to disclose any misrepresentations, fraud, deviations, from generally accepted accounting principles, or other errors or irregularities.

5. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter contained herein and supersedes all previous communications, whether written or verbal regarding it.

6. **Governing Law.** The enforcement, interpretation, and construction of this Agreement, and all matters relating hereto, will be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the State of Tennessee will apply, without giving effect to the conflict of laws principles thereof.

7. **No Assignment.** Neither the Receiving Party nor the Disclosing Party may assign this Agreement or the rights or obligations contained herein.

8. **Waiver.** No waiver hereunder is valid unless in writing, and a waiver of any right, power or privilege hereunder does not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

9. **Severability.** In the event that any provision of this Agreement is held invalid or unenforceable by reason of the scope or duration thereof or for any other reason, such invalidity or unenforceability will attach only to the particular aspect of such provision found invalid or unenforceable and shall not affect any other provision of this Agreement. To the fullest extent permitted by law, this Agreement will be construed as if the scope or duration of such provision had been more narrowly drafted so as not to be invalid or unenforceable.

10. **No Third-Party Beneficiaries.** No one will be deemed a third party or other beneficiary of this Agreement, or will have any right or other entitlement in connection with any provision of this Agreement to seek any remedy, or right or entitlement in connection with this Agreement.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute one and the same Agreement.

12. **Notice.** All notices that are required hereunder must be in writing and will be sufficient if delivered by fax, or by courier or overnight carrier, to the persons at the addresses set forth below, and will be deemed to have been delivered as of the date so delivered or refused:

If to Receiving Party:

If to the USMS:

Attn: Complex Assets Unit
Asset Forfeiture Division, CM-4
United States Marshals Service
Landover Operations Center
3601 Pennsy Drive
Landover, MD 20785
Facsimile: 703.308.0369

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first set forth above.

RECEIVING PARTY

By: _____
Name:
Title:

UNITED STATES MARSHALS SERVICE

By: _____
Name: Kyle T. Bateman
Title: Assistant Program Manager
Complex Assets Unit
Asset Forfeiture Division