

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure Agreement and Confidentiality (the “Agreement”) is entered into by and between (collectively the “Buyer”) and **The Three Dogs, L.L.C., Cygnus Investments and Consulting, LLC, Adam, Grinold, and Karen Grinold**, and any other affiliated persons, entities, their attorneys, consultants, accountants, other professionals and any other person receiving any information under this Agreement on his behalf (collectively the “Seller”) for the purpose of preventing the unauthorized disclosure of certain Confidential Information (as defined below) in connection with a potential sale of certain real estate and a business from Buyer to Seller. The parties have entered into a Purchase and Sale Agreement of even date herewith and the parties agree to enter a confidential relationship with respect to the disclosure of certain Confidential Information for the purpose of keeping confidential the Buyer’s business and identities.

1. **Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include the identities and names of all principals and their nominees or affiliated entities who are parties to the Purchase and Sale Agreement, and all documents, information, material and communication provided by Buyer to Seller concerning those identities and names.

2. **Exclusions from Confidential Information.** Seller's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Seller; or (b) is disclosed by Seller with Buyer's prior written approval.

3. **Obligations of Seller.** Seller shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Buyer. Seller shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Seller shall not, without prior written approval of Buyer, use for Seller's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Buyer, any Confidential Information. Seller shall return to Buyer all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Buyer requests, it in writing.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Seller's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer requires any confidentiality or until Buyer sends Seller written notice releasing Seller from this Agreement, whichever occurs first.

5. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party is a partner, joint venturer, or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9. **Enforcement.** The parties recognize that the breach of this agreement cannot be translated quantitatively into monetary damages, and thus acknowledge and consent to an injunction being issued against them in the event of a breach of the agreement.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Vermont, without giving effect to its conflict or choice of law provisions or rules. The parties agree that the Vermont Superior Court, Windham Unit, Civil Division, shall have sole jurisdiction and venue over any legal proceeding commenced by either party related to this Agreement. To the extent permitted by law, the parties knowingly, willingly, and voluntarily waiver any right to trial by jury.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

BUYER

_____ [Signature]
Date: _____ 20__

_____ [Signature]
Date: _____ 20__

SELLER

By: _____ [Signature]

Date: _____ 20__

By: _____ [Signature]

Date: _____ 20__

_____ [Signature]

Date: _____ 20__

_____ [Signature]

Date: _____ 20__