

NON-EXCLUSIVE FINDER'S FEE AGREEMENT & CONFIDENTIALITY AGREEMENT

This agreement, entered into this _____ day of _____ 20__, is by and between Southern Angel Properties, LLC (the "Company"), having a principal place of business at 66 Wyman Bog Rd., Winslow, ME 04901, and _____, (the "Potential Buyer"), having a principal place of business or residence at: _____(jointly "Parties").

WHEREAS, the Company is desirous of communicating with the Potential Buyer in the interest of selling to them the Company's real property holdings; and

WHEREAS, the Potential Buyer is desirous of potentially purchasing Company's real property holdings; and

WHEREAS, both parties are desirous of entering into a contractual agreement defining each's rights and responsibilities:

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and agreements herein contained, and other valuable considerations, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

ARTICLE I

CONFIDENTIALITY

Both parties understand that they mutually may disclose to each other business information, business contacts materials, financials, referral information and/or ideas in the normal course of business, all of which shall be classified as "Confidential Information."

All information disclosed during the normal course of business, including but not limited to conversations and documents, shall be treated as proprietary and kept private and confidential.

All books, records, files, forms, reports, memorandums, papers, accounting data, emails or any documents relating to the parties' business transactions, clients, agents, employees, partners

or Potential Buyers are the exclusive property of party with which they originated and shall not be removed, duplicated, copied or electronically transmitted without the prior consent of the originating party.

Potential Buyer agrees to hold Company's Confidential Information in confidence and exercise reasonable precautions to protect such proprietary and Confidential Information.

Potential Buyer shall not divulge or disclose any such Confidential Information or any information derived therefrom to any third person without the express written consent of Company.

Potential Buyer shall not make any use whatsoever at any time of such Confidential Information except for business purposes requested or authorized by Company. Nothing contained in this Agreement shall be deemed to give Potential Buyer any rights whatsoever in and to the Confidential Information.

Potential Buyer hereby covenants that for a period of seven (7) years from the date of this Agreement that it will not knowingly directly or indirectly engage in competition with Company as an individual or by use of any agent, representative, independent contractor, business or otherwise. Further, Potential Buyer shall not solicit or attempt to influence the clients, employees, partners, contractors or agents of company to compete or to terminate a business relationship with Company.

The Company agrees to keep strictly confidential any general, market, competitive or financial information which it may receive in the course of its Transaction with Potential Buyer, the Buyer or other entity except for that which is in the public domain or previously known to the Company.

ARTICLE II

FURTHER UNDERSTANDINGS

This Agreement shall be governed by the laws of and adjudicated in the State of Maine without regard to laws pertaining to choice or conflict of laws of said state, and it is further agreed that this Agreement is not subject to the doctrine of construction of ambiguity against the drafter. It shall be binding upon the parties and their representatives, executors, successors or assignees. Signed facsimile copies of this agreement are binding. Parties agree that neither has made any representations or warranties not contained in this Agreement. This Agreement

represents the entire Agreement between the parties and cannot be modified unless done so in writing and agreed to by the parties.

IN WITNESS WHEREOF, this agreement has been executed by the parties as of this ____ day of _____, 20____.

Signed Sealed and Delivered in the presence of:

Southern Angel Properties, LLC (“Company”)

Witness

By: _____
Kenneth Lavoie, III

Its: _____

Buyer”)

_____ (“Potential

Witness

By: _____
Printed Name

Its: _____