



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Parties

Name(s): _____, hereinafter referred to as the "Undersigned", acknowledge(s) and agree(s) that the Undersigned has communicated with LUX Realty Group, a Maine limited liability company hereinafter referred to as the "Agent", concerning certain real estate and business assets offered for acquisition through the services of the Agent and that the Agent was the first to advise the Undersigned of the availability of and details concerning said real estate and the business assets utilized in the operation of said property, hereinafter collectively referred to as the "Offering".

Identity of Offering

The Offering is specifically identified as the real estate and business known as _____ in _____, Maine *(to be identified upon full execution of this agreement)*.

Covenants, Breach

The Undersigned understands that the Agent has entered into relationship(s) with the Seller(s) of the Offering, pursuant to which the Agent shall be entitled to compensation upon the sale, exchange or other disposition of the Offering, or any interest therein; and accordingly, the Undersigned agrees that all communications and other dealings by the Undersigned concerning the Offering shall be conducted through the Agent. The Undersigned further agrees that the identity of the Offering and any information and materials received by the Undersigned pertaining to the Offering shall be held in strict confidence and shall not be disclosed to any third party, except for the legal and professional advisors of the Undersigned; provided, however, that such advisors agree to also be bound by the provisions of this Agreement. The Undersigned further agrees that the information and materials shall not be used to compete with the Offering in any manner or form. In the event the Undersigned violates the provisions of this Agreement, then the Agent and the Seller(es) shall be entitled to all remedies provided by law; including, but not limited to, injunctive relief and monetary damages. Upon the request of the Agent, the Undersigned further agrees to immediately return to the Agent all information and materials provided to the Undersigned, including any copies thereof and all written notes made or taken by the Undersigned.

The obligations of the Undersigned as to any information and materials received by the Undersigned shall not apply to any portion thereof which: (i) is presently or becomes publicly available or a matter of public knowledge; (ii) is lawfully received by the Undersigned from a third party that is not bound by any confidential relationship with or obligation to either the Agent or the Seller(s); or (iii) is disclosed with the expressed written consent of either the Agent or the Seller(s).

Disclaimer

All information and materials pertaining to the Offering are provided for information purposes only. No representation, expressed or implied, is made by the Agent as to the accuracy of such information and materials, nor as to any conclusions drawn from them; nor shall the Agent be liable in any manner for any loss, damage or injury resulting from the inaccuracy of such information and materials. The Agent encourages the Undersigned to thoroughly review and independently verify to the satisfaction of the Undersigned that the information and materials provided are substantially representative of the Offering; and, further, that they may be relied upon by the Undersigned when contemplating an acquisition of one or more of the Offering. The Agent also encourages the Undersigned to seek the independent counsel of an attorney and an accountant to review and verify all information and materials provided to the Undersigned and to examine on behalf of the Undersigned any and all documentation relevant to the Offering and to any transaction involving an acquisition of one or more of the Offering by the Undersigned.

Term

The Undersigned agrees that the Undersigned shall not, within a period of one year from the date of this Agreement, deal, directly or indirectly, with the Seller(s) concerning the Offering without the written consent of the Agent; and, further, should a sale, lease, exchange or other financial arrangement result from such dealings, with the exception of any real property owned by the Offering, which period shall be six months, the Undersigned shall be liable for any and all

