

## NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

This NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT ("Agreement") is entered and agreed to as of the date executed below by the undersigned ("Interested Purchaser") for the benefit of Calderwood Building LLC (the "Seller").

Reference is made to the following facts:

A. The Seller has scheduled an auction of the so-called "Calderwood Block" property located at 33-67 Eastern Avenue, St. Johnsbury, Vermont (the "Property") to be held on July 30, 2020.

B. The Seller has agreed to provide Interested Purchaser with various reports and information on the property including materials related to the Phase I Environmental Site Assessment (the "Reports"), but only if the Interested Purchaser executes this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Interested Purchaser agrees as follow:

1. Confidentiality. Without the prior written consent of the Seller, Interested Purchaser hereby agrees that it shall receive and maintain all information and materials delivered to it by the Seller as confidential, shall hold and treat all such information and materials in strict confidence at the same level it uses for its own confidential business information, shall not directly or indirectly disclose or release any such information to any other party and shall use such information solely for the purpose of evaluating the Property, provided that Interested Purchaser may disclose the information to consultants on a need-to-know basis; provided no consultant shall receive any such information unless it agrees to hold the information confidential in the same manner as herein provided. Interested Purchaser shall limit knowledge to only those of its employees, consultants, advisors, lenders and other parties involving the Property who need such information to assist in evaluating the Property. Interested purchaser shall ensure that each of its employees and consultants shall abide by the terms of this agreement. The provisions of this agreement shall apply to all confidential information unless the receiving party can document that the confidential information:

(a) Has become known to the public through no fault, act, or omission of the receiving party;

(b) is ordered to be released pursuant to a court order issued by a court of competent jurisdiction, as may be needed in connection with a regulatory authority asserting jurisdiction over the Property or the business or legal affairs of Interested Purchaser, or otherwise legally required to be disclosed; but in such case the party ordered to disclose shall notify the other party of such order or requirement prior to disclosure; or

(c) is the subject of an express agreement in writing between the parties to release such information from the terms of this agreement.

2. Reports. Interested Purchaser agrees that it is receiving the Reports on an as-is basis with no representation or warranty by the Seller as to the accuracy or completeness of the Reports and Interested Purchaser hereby agrees to hold the Seller, its members, agents, contractors, employees, successors, and assigns harmless against any and all claims arising from, relating to, or in connection with, Interested Purchaser's use of or reliance on the Reports.

3. Remedies: Injunctive Relief. In the event of a breach of this Agreement by Interested Purchaser, Seller will be entitled to all remedies at law or equity, including, but not limited to, monetary damages and injunctive relief, and in such event, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees incurred in connection with the enforcement of the terms hereof.

4. Jurisdiction. This agreement shall be deemed made and delivered in State of Vermont, and shall be governed by, and construed in accordance with its laws.

5. Miscellaneous. This Agreement may be amended only in a writing signed by the parties. Each party's obligations under this Agreement shall survive the termination of its association with the other party regardless of the manner or such termination and shall be binding upon each party's successors and assigns. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

Executed this \_\_\_\_ day of July 2020.

Interested Purchaser:

\_\_\_\_\_  
Print Name: