

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into by and between Pisgah Properties, LLC the Owner and Seller of the 793 Route 5A in Westmore, VT, aka the WilloughVale Inn and Cottages (referred to herein as "Seller") and Scott Baratz Michelle Haynes Baratz (referred to herein as "Prospective Purchaser").

WHEREAS, Seller is engaged in the hotel and inn business; and

WHEREAS, Prospective Purchaser is considering the purchase of the real estate and business; and

WHEREAS, it is agreed that the financial investment of Seller and the unique features of the WilloughVale Inn and Cottages business constitute a protectable business interest which Prospective Purchaser covenants and agrees not to copy, disclose, divulge, or make known to any other person, company, or firm.

NOW THEREFORE, in conjunction with and in consideration of Seller introducing and disclosing to Prospective Purchaser the financial information, the sufficiency of which said consideration is hereby acknowledged, the parties agree as follows:

1. Prospective Purchaser is considering purchasing the business from Seller. It is understood that this Agreement does not obligate Prospective Purchaser to purchase the business, and that if Prospective Purchaser decides to purchase the business, the purchase and sale transaction shall only become a binding obligation upon the parties by their entering into a purchase and sale contract for the business.


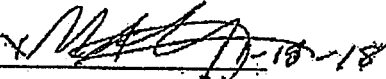
2. Seller has agreed to disclose to Prospective Purchaser the features and components of the WilloughVale Inn and Cottages, in order that Prospective Purchaser may make an informed decision regarding purchase of the business. In return, Prospective Purchaser covenants and agrees that if Prospective Purchaser decides not to purchase the business from Seller, Prospective Purchaser shall not, directly or indirectly, whether as an individual, partner, stockholder, director, officer, principal, employee, consultant, or in any other capacity, copy, utilize, employ, reveal, divulge, disclose, or make to any person, firm, company, other individual or entity any of the features, techniques, or components of the business. This covenant and agreement by Prospective Purchaser is in recognition of the financial investment, work, and unique features and components of the business that Seller has created and developed.

3. In the event Prospective Purchaser violates the covenants stated herein, Seller may institute appropriate legal proceedings to enjoin and recover damages from Prospective Purchaser and any other person or entity copying, utilizing, employing, or in any way benefiting from information, ideas, and other materials protected from disclosure or use by virtue of this Agreement. Prospective Purchaser acknowledges that the restrictions contained herein are fair,

reasonable, and necessary to protect Seller's financial investments, efforts, and conceptual development of the Willoughby Vale Inn and Cottages business.

4. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, and assigns. In the event any provision shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the remainder of the Agreement.

By:

X  X  Date 7-19-18

Print Name:

Michelle C Haynes-Baratz - Scott Baratz

Address:

Telephone:

978-934-3925 5617-968-7100

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Please return this completed CNDA to: The Izzo Clark Group - roy.clark@pallspira.com