

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 "Consultant"), having a principal place of business at: _____
(jointly "Parties").

WHEREAS, the Company is desirous of retaining the Consultant to find "leads" on potential buyers for Company's real property holdings; and

WHEREAS, the Consultant is desirous of finding leads in the form of buyers potentially interested in 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

TERMS OF ENGAGEMENT

If and when the Company shall close a sale of real property ("Transaction") with any buyer, individual, entity or representative of same ("Buyer") introduced to the Company by or through Consultant during the term of this agreement, then Company shall pay Consultant a finder's fee within thirty (30) days after closing in accordance with the following schedule:

One per-cent (1%) of the transaction value.

The transaction value shall be the contract sales price as shown on the purchase and sale agreement between the Company and Buyer. If there is no transaction, there is no fee. The term of this non-exclusive Agreement is for one year from the date of execution of this agreement at which point the Agreement shall terminate.

ARTICLE II

INDEPENDENT INTERMEDIARY

It is expressly understood that Consultant operates as an independent business transaction intermediary, is not an agent or employee of the Company, Buyer or any other party, and is not a fiduciary. Consultant's sole responsibility under this Agreement shall be to act as a finder, i.e., to introduce businesses and business opportunities to the Company.

ARTICLE III

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 consultants 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.

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

Consultant 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.

Consultant 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 Consultant any rights whatsoever in and to the Confidential Information.

Consultant 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, Consultant 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 Consultant, the Buyer or other entity except for that which is in the public domain or previously known to the Company.

ARTICLE IV **COOPERATION**

The Company agrees that a) it will consult its own professionals for legal, tax, accounting, business and financial advice, including the determination together with the buyer, as to whether or not the Transaction will be an asset sale, a stock sale, or other business transaction; b) it will hold Consultant harmless and defend it in any legal proceeding resulting from the Company's own activities; c) it will conduct its own investigations without relying on the statements or omissions of Consultant; d) it will cooperate with Consultant and will provide all transaction documents to Consultant prior to closing; and e) it will also provide to Consultant post-closing information as may be required.

ARTICLE V **FURTHER UNDERSTANDINGS**

Expiration or cancellation of this Agreement shall not affect Consultant's right to a finder's fee based on any Transaction covered hereunder, or initiated during the term of this Agreement,

provided that any such covered transaction takes place within three years of the expiration of this Agreement, unless conversations between the Company and Buyer, or other participating entities, are ongoing, in which case Consultant shall continue to be protected.

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”)

By: _____
Kenneth Lavoie, III

Its: _____

_____ (“Consultant”)

By: _____
Printed Name

Its: _____

Witness

Witness