

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into this 15th day of November __, 2019 by and between Eddie Evans Farm, LLC & Regal Builders, LLC ("Prospective Seller") and **JACKSON CROSS PARTNERS, LLC, REALTOR** and its affiliates (collectively "Prospective Buyer"). Prospective Seller and Prospective Buyer are sometimes generally referred to as a "Party" and collectively referred to as the "Parties".

BACKGROUND

Prospective Buyer has expressed an interest in purchasing ("Prospective Transaction") certain real property owned by the Prospective Seller commonly known as Village of Noble's Pond Phases 1 – 4 _____. In order to further evaluate the possibility of entering into the Prospective Transaction, the Prospective Seller and Prospective Buyer will exchange certain confidential and/or proprietary information of Prospective Seller (regarding the Village of Noble's Pond Phases 1-4) and Prospective Buyer (regarding certain of its business practices).

The Parties desire to establish terms under which the Prospective Seller and Prospective Buyer may exchange confidential and/or proprietary information (collectively referred to herein as "Project Material").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

1. It is anticipated that in connection with the Parties' respective consideration of the Proposed Transaction, that Prospective Seller and Prospective Buyer will exchange Project Material. For purposes of this Agreement, the term "Project Material" shall include any and all information furnished by or on behalf of Prospective Seller and by or on behalf of Prospective Buyer in connection with the Proposed Transaction in any form whatsoever, whether oral, written, or in a digital or machine readable form or otherwise, except for information that: (i) is generally available to the public or becomes generally available to the public other than as a result of an improper disclosure by with the Prospective Buyer or the Prospective Seller or their respective agents and representatives; and (ii) becomes available to Prospective Buyer or Prospective Seller prior to disclosure in connection with the Prospective Transaction.

2. The Prospective Buyer and the Prospective Seller agree that the Project Material will be used by them and their respective agents and representatives for the purpose of evaluating the Prospective Transaction and for no other purpose and that the Project Material will be kept confidential by the Prospective Buyer and Prospective Seller and their respective agents and representatives subject to such disclosure as may be required by law pursuant to a valid and effective subpoena or Court Order issued by a Court or governmental body of competent jurisdiction.

3. Prospective Buyer specifically agrees that neither it nor its agents and representatives shall make any contact with any elected or appointed governmental, municipal or political representative including but not limited to any official of Cheswold _____ Township and/or KENT COUNTY concerning the Proposed Transaction and/or the Project Material unless and until such contact is authorized in writing by Prospective Seller.

4. Prospective Seller agrees that it shall not share or disclose any Project Material provided by Prospective Buyer to any other person or entity which may come in contact with Prospective Seller for any purpose that relates to or involves the sale of the Village of Nobles Pond Property.

5. Prospective Buyer acknowledges and agrees that Prospective Seller may enter into discussions with other potential purchasers of the Village of Nobles Pond Property, and that this Agreement shall in no way impair, limit or restrict Prospective Seller's right to enter into such discussions and/or to consummate a transaction regarding the Village of Nobles Pond Property with another potential purchaser subject to, and only subject to, Prospective Seller's obligation to maintain confidentiality regarding all information supplied by Prospective Buyer in connection with the Proposed Transaction.

6. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNLESS AND UNTIL A DEFINITIVE WRITTEN AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PROSPECTIVE TRANSACTION HAS BEEN EXECUTED AND DELIVERED THAT NEITHER OF THE PARTIES WILL BE UNDER ANY LEGAL OBLIGATION OF ANY NATURE WHATSOEVER TO AGREE TO, CONTRACT FOR OR CONSUMMATE THE PROSPECTIVE TRANSACTION.

7. The Prospective Buyer hereby agrees to indemnify, defend and hold the Prospective Seller harmless from and against any and all costs, damages, expenses, losses and liabilities whatsoever (including reasonable attorneys' fees) which in any way arise out of or relate to any breach of this Agreement caused by or committed by the Prospective Buyer or its agents and representatives.

8. The Prospective Seller hereby agrees to indemnify, defend and hold the Prospective Buyer harmless from and against any and all costs, damages, expenses, losses and liabilities whatsoever (including reasonable attorneys' fees) which in any way arise out of or relate to any breach of this Agreement caused by or committed by the Prospective Seller or its agents and representatives.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original. All of which together shall constitute one and the same valid and binding agreement. Facsimile, photocopied or scanned signatures shall be deemed originals.

10. This Agreement will take effect when the last of the Parties has signed a copy of this Agreement but will be retroactive to the date the Parties first initiated discussions concerning the Prospective Transaction.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the date and year first above written.

PROSPECTIVE SELLER: Eddie Evans Farm, LLC

By: _____

Name: Justin Olear _____

Title: Vice President _____

PROSPECTIVE BUYER/ Realtor:

By: _____

Name: _____

Title: _____