

Sean Cota ~ www.seancota.com

Helping to Navigate Business Success

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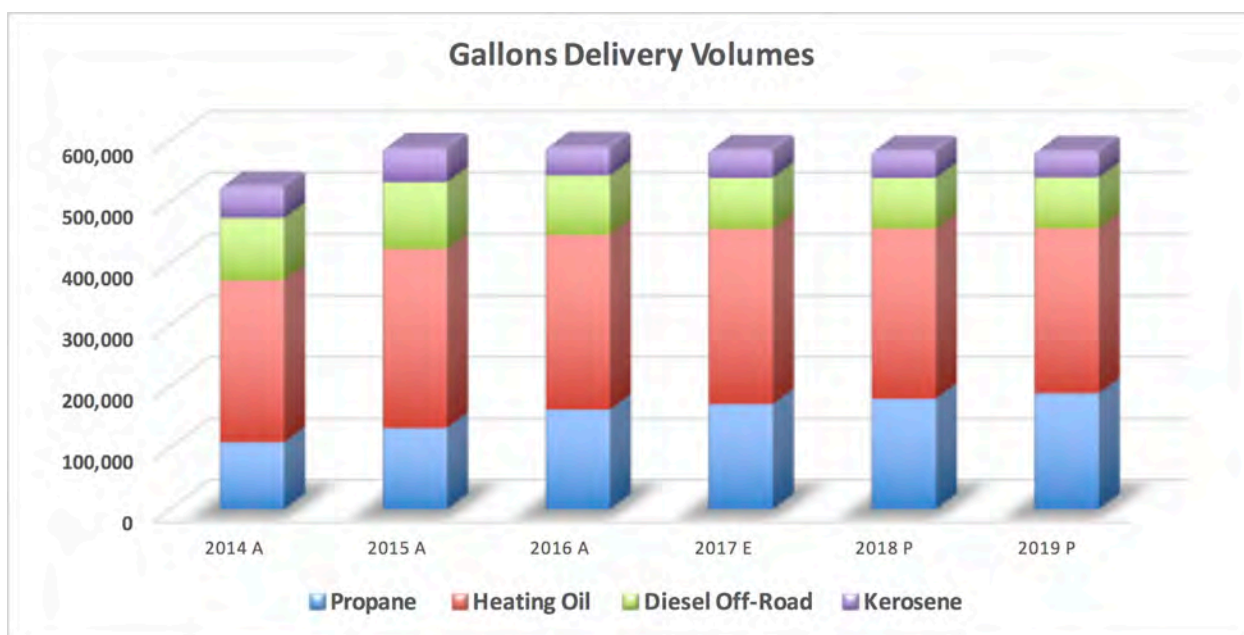
Washington DC : 145 Fleet St., Suite 114, National Harbor MD 20745 •

Vermont: 6 Green St., Bellows Falls, VT 05101

August 10, 2017

SUBJECT: Acquisition Opportunity, Project Mount Katahdin

We have been retained by a home heating oil and propane marketer located in Maine to assist in the sale of the company's propane, heating oil, kerosene and off highway business assets. This retirement sale for the customer lists and assets, and other ancillary businesses as agreed to by both parties. For a complete Confidential Business Review, please complete the attached Confidentiality Agreement and fax it or email it to us. Please contact us if you have any questions.



Please note the information is based on a calendar year.

Sean Cota,

SeanCota.com., LLC

While information is thought to be accurate, we make no such representation or warranty. SeanCota.com, LLC and their affiliates disclaim any and all liability for any representations or warranties, expressed or implied whether by stature or otherwise, contained in, or from omissions from the information contained in this document or any other communications between the parties involved

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Confidentiality Agreement

SeanCota.com, LLC (“SCC”) and _____ (“Recipient”) confirm their mutual understanding in connection with Proprietary Information regarding the number designated company listed below (“Company”). SCC, Recipient, and Company are collectively referred to herein as (“Parties”).

1. “Proprietary Information” shall mean all reports, oral and written, concerning the Company, including its identity, location, procedures, processes, schedules, know how, designs, formulae, data bases, customer lists, business strategies, financial information, and other confidential information.

2. Recipient agrees at all times: (a) to hold in confidence and trust and maintain as confidential all of the Proprietary Information, (b) not to copy or attempt to derive the underlying information, structure or ideas of any of the Proprietary Information, (c) not to disclose any of the Proprietary Information or any information derived there from to any person or entity, (d) not to make any use whatsoever at any time of the Proprietary Information except to evaluate the sole limited business purposes contemplated by the Parties.

3. Recipient agrees that the use of the Proprietary Information shall at all times be limited to persons legitimately having a need to know the information being disclosed and who are bound in writing to the terms of this Agreement ("Designated Persons"). Recipient agrees to cause its Designated Persons to observe strictly the restrictions of this Agreement and to keep in confidence and trust all of the Proprietary Information. Recipient agrees that all (i) communications regarding the Proprietary Information and the potential business relationship between the parties, (ii) requests for additional information, facility tours, or management meetings and (iii) discussions or questions regarding procedures with respect to the Proprietary Information, will be directed to SCC and under no circumstances directly to Company.

4. The Recipient or its associates will not communicate information presented by SCC or Company to any third party not bound by this agreement. Employees and associates, including legal and financial advisors, are bound to the same obligation of secrecy and confidentiality as Recipient.

5. Unless permission is specifically given by SCC all communications prior to closing between Recipient and Company will be handled through SCC. Under no circumstances should any employee or affiliate of the Company be contacted directly.

6. While information is thought to be accurate, Company and SCC makes no such representation or warranty. The recipient will perform due diligence at its own cost and satisfaction, and set forth representations by the Company in a purchase contract binding only when signed.

7. All material furnished by SCC shall remain property of SCC and shall be returned to SCC as requested.

8. The obligations set forth shall not apply with respect to information that is in the public domain at the time of disclosure or which thereafter enters the public domain through no improper action or inaction by or is required by court order.

9. Each Party hereby acknowledges and agrees that in the event of any breach of this Agreement, including, without limitation, the actual or threatened disclosure of any of the Proprietary Information without the express written consent of SCC. SCC and Company will suffer irreparable injury, such that no remedy of law will afford SCC or Company adequate protection against, or appropriate compensation for, such injury. Accordingly, Recipient hereby agrees that, in addition to any remedy at law or equity as to which SCC and Company may be entitled, SCC and Company shall be entitled to specific performance of Recipient's obligations under this Agreement, as well as such further injunctive relief as may be granted by a court of competent jurisdiction.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to conflict of law provisions, as applied to agreements among Vermont residents entered into and to be performed entirely within Vermont. In the event that any of the provisions of this Agreement shall be held by a court to be unenforceable, the remaining portions thereof shall remain in full force and effect.

11. In the event any suit or other action is commenced to construe or enforce any provision of this Agreement, the prevailing Party shall be paid by the other Party, in addition to all other amounts such prevailing Party is entitled to receive from the other Party, a reasonable sum for attorney's fees and costs.

12. Number designated company: Project Mount Katahdin

Signature Page Project Mount Katahdin

Accepted by:

Recipient:

SeanCota.com, LLC

Name: _____

6 Green Street

Company Name: _____

Bellows Falls, VT 05101

Address: _____

Phone: 802.380.1571

Fax: 802.463.9146

Phone: _____ Fax: _____

[E-Mail: sean.cota@seancota.com](mailto:sean.cota@seancota.com)

E-Mail: _____

Sean Cota

Signature

Principal

Title

Date: _____

Date: _____

SeanCota.com LLC

Sean O. Cota, Principal

Phones: Cell/Voicemail: (802) 380-1571

Vermont Office: P.O. Box 555, 6 Green Street, Bellows Falls, VT 05101

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