

NON-DISCLOSURE AGREEMENT

This Agreement (the "Agreement") made by and among _____ ("Buyer") and any broker or real estate agent representing Buyer and who has executed this Agreement ("Buyer's Agent" together with Buyer, each a "Recipient"); **Virginia Estates, Inc.** ("Seller's Agent"); and any sellers of real estate executing this Agreement (each a "Discloser").

Discloser has valuable Confidential Information (hereinafter defined) which Discloser seeks to disclose to Recipient in order for Recipient to evaluate whether Buyer wishes to enter into any agreement to purchase real estate and businesses associated with such real estate (each a "Property"). Recipient agrees to keep the Confidential Information confidential as provided in this Agreement. Any disclosure of the Confidential Information, including the fact that each Property is for sale would have a negative impact on the Discloser and the value of the Property.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, including the disclosure of the Confidential Information on the terms described herein, the parties hereto agree as follows:

1. For the purpose of this Agreement, "Confidential Information" shall mean any information and data of a confidential nature, including, but not limited to the name and property description of the real estate which is for sale and any information regarding the Property that is for sale including legal, financial and other proprietary information, business operations data, studies, terms and conditions regarding the sale of the Property and all record-bearing files and documents containing or disclosing such information which are disclosed pursuant to this Agreement.

2. Recipient agrees to receive Confidential Information for the sole purpose of evaluating whether to enter into an agreement to purchase the Property. Entering into this Agreement does not obligate any party to enter into any other agreements.

3. All Confidential Information delivered pursuant to this Agreement: (a) Shall not be distributed, disclosed, or disseminated in any way or form by Recipient to anyone except to the Discloser, others bound by this or a similar agreement or other who have a reasonable need to know said Confidential Information as determined by the Discloser; (b) Shall be treated by Recipient with the same degree of care to avoid disclosure to any third party as is used with respect to Recipient's own information of like importance which is to be kept secret; (c) Shall not be used by Recipient for his own purposes, except as otherwise expressly stated herein, without the express prior written permission of Discloser; and (d) Shall remain the property of the Discloser (along with all copies thereof).

4. The obligations of paragraph 3 shall not apply, however, to any information which: (a) is already in the public domain or becomes available to the public through no breach of this Agreement by Recipient; or (b) is received by Recipient independently from a third party free to disclose such information to the Recipient. Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general

disclosures or because individual features, components or combinations thereof are now or become known to the public.

5. All Confidential Information shall be returned to Discloser within ten (10) days of written request by Discloser to Recipient. If Recipient becomes legally compelled to disclose any of the Confidential Information, Recipient will provide the Discloser with prompt notice so that the Discloser may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, Recipient will furnish only that portion of the Confidential Information which is legally required, and Recipient will cooperate with the Discloser's counsel to enable the Discloser to obtain a protective order or other reliable assurance that confidential treatment will be accorded the same.

6. The parties agree and acknowledge that any breach of this Agreement would cause the Discloser irreparable harm for which monetary damages would be inadequate. Accordingly, in addition to monetary damages, Discloser will be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of this Agreement by Recipient.

7. This Agreement represents the entire understanding and agreement of the parties and supersedes all communications, agreements and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both parties. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement is made subject to and shall be construed under the laws of the Commonwealth of Virginia if subject property is situate in Virginia; or subject to and construed under the laws of the State of North Carolina if subject property is situate in North Carolina. The substantially prevailing party in any litigation shall be entitled to recover from the other party its attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on dates specified below.

Recipient:

Discloser:

/s/

/s/

/s/ _____

/s/

Date:

Date:

Buyer's Agent:

Seller's Agent:

/s/ _____

/s/ _____

Date: _____

Date: _____