

Herrington, Nicole M.

To: Norris III, John B.
Subject: NDA

From: Vassallo, Linda S. [<mailto:vassalls@co.cal.md.us>]
Sent: Friday, July 27, 2012 9:43 AM
To: Carolyn Moss (Services - 6)
Cc: Norris III, John B.
Subject: NDA

Carolyn

Attached is the draft NDA. Please let us know whether this is acceptable to your counsel.

Thanks,

Linda

Linda S. Vassallo
Director
Calvert County, Maryland
Department of Economic Development
175 Main Street
Prince Frederick, MD 20678
410.535.4583; 800.331.9771 (voice); 410.535.4585 (fax)

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NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this ____ day of _____, 20____ by and between _____ (the "**Disclosing Party**"), and the County Commissioners of Calvert County, Maryland, a body corporate an politic, and tis officers, directors, agents, employees and representatives (collectively referred to from time to time as the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in discussions regarding _____ (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, and meeting the requirements for mandatory denial of inspection pursuant to the Maryland Public Information Act, codified at Maryland Annotated Code, State Government Article, §10-611, et seq. whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed by law or in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any law, including, without limitation, permissible disclosure pursuant to Maryland Annotated Code, State Government Article, § 10-611, et seq., governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such

Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a _____-year term (subject to a _____ year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Maryland applicable to contracts made and to be wholly performed within Maryland, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in Maryland shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

(i) Either party to this Agreement may terminate the Agreement without cause by given _____ days written notice to the other party. The effective date of termination pursuant to this clause shall be the _____ day following the date of the written termination notice. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

(j) By entering into this Agreement, the County and its "employees," as defined in the Local Government Tort Claims Act, §§5-30 1 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

(k) It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

(l) No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

(m) The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of

this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

ATTEST and SIGNATURE LINES

Herrington, Nicole M.

From: Carolyn Moss <carolyn.moss@dom.com>
Sent: Monday, July 30, 2012 9:11 AM
To: Norris III, John B.
Cc: Vassallo, Linda S.
Subject: Request afor Confeence Call to Discuss Agreement

Good morning John:

Would it be possible for us to schedule a brief conference call to discuss some questions/concerns we have related to the confidentiality agreement to protect business sensitive information? Could you provide some dates and blocks of time when we might call you? Thanks

From: Vassallo, Linda S. [<mailto:vassalls@co.cal.md.us>]
Sent: Friday, July 27, 2012 9:43 AM
To: Carolyn Moss (Services - 6)
Cc: Norris III, John B.
Subject: NDA

Carolyn

Attached is the draft NDA. Please let us know whether this is acceptable to your counsel.

Thanks,

Linda

Linda S. Vassallo
Director

Calvert County, Maryland
Department of Economic Development
175 Main Street
Prince Frederick, MD 20678
410.535.4583; 800.331.9771 (voice); 410.535.4585 (fax)

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Norris III, John B.

From: Norris III, John B.
Sent: Monday, July 30, 2012 10:25 AM
To: 'Carolyn Moss'
Cc: Vassallo, Linda S.; Buas, Norma C.
Subject: RE: Request afor Confeence Call to Discuss Agreement

Carolyn:

Wednesday morning at 9 or Thursday before noon are available. Please let me know your schedule. Thanks.

v/r,
John

John B. Norris, III
County Attorney, Ext. 2291
Office of the Calvert County Attorney
Courthouse - 175 Main Street
Prince Frederick, MD 20678-3337
Tel. 410.535.6323 / Fax 410.414.3241
Cellular: 240.925.1352
NorrisJB@co.cal.md.us

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Norris III, John B.

From: Carolyn Moss <carolyn.moss@dom.com>
Sent: Monday, July 30, 2012 11:02 AM
To: Norris III, John B.
Cc: Vassallo, Linda S.; Buas, Norma C.; Lois M Henry
Subject: RE: Request afor Confeence Call to Discuss Agreement

OK, Lois Henry and I are available on Wednesday, August 1 at 9AM. We can use my dial-in number: 1-866-740-1260, code is 3755960#.

Norris III, John B.

From: Carolyn Moss [<mailto:carolyn.moss@dom.com>]

Sent: Monday, July 30, 2012 9:11 AM

To: Norris III, John B.

Cc: Vassallo, Linda S.

Subject: Request afor Confeence Call to Discuss Agreement

Good morning John:

Would it be possible for us to schedule a brief conference call to discuss some questions/concerns we have related to the confidentiality agreement to protect business sensitive information? Could you provide some dates and blocks of time when we might call you? Thanks

Norris III, John B.

From: Carolyn Moss <carolyn.moss@dom.com>
Sent: Wednesday, August 01, 2012 11:57 AM
To: Norris III, John B.
Cc: Vassallo, Linda S.; Lois M Henry
Subject: RE: NDA
Attachments: Non-disclosure agreement Calvert County.08012012.docx

John:

Attached are revisions to the NDA. Please let us know if this is OK. Thanks for your help on this.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ by and between _____ (the " **Disclosing Party**"), and the County Commissioners of Calvert County, Maryland, a body corporate an politic, and tis officers, directors, agents, employees and representatives (collectively referred to from time to time as the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in discussions regarding _____ (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, and meeting the requirements for mandatory denial of inspection pursuant to the Maryland Public Information Act, codified at Maryland Annotated Code, State Government Article, §10-611, et seq. whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed by law or in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information only upon receipt of a court order compelling disclosure. In the event that Receiving Party receives a request to disclose Confidential Information pursuant to any law, including, without limitation, permissible disclosure pursuant to the Maryland Annotated Code, State Government Article, § 10-611, et seq., governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party will oppose such request and promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may join in the seek to opposition to disclosure, make such disclosure subject to a protective order and participate in the formation of a protective order or any other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other

relief. Notwithstanding the foregoing, if the Receiving and Disclosing Parties ~~is~~are unable to obtain ~~or does not seek~~ a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a ~~_____~~one year term (subject to a ~~_____~~one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives,

and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Maryland applicable to contracts made and to be wholly performed within Maryland, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in Maryland shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If

it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

(i) Either party to this Agreement may terminate the Agreement without cause by given 10 days written notice to the other party. The effective date of termination pursuant to this clause shall be the 11th day following the date of the written termination notice. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

(j) By entering into this Agreement, the County and its "employees," as defined in the Local Government Tort Claims Act, §§5-30 1 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

(k) It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

(l) No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

(m) The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

ATTEST and SIGNATURE LINES

Norris III, John B.

From: Norris III, John B.
Sent: Wednesday, August 01, 2012 4:23 PM
To: 'Carolyn Moss'
Cc: Vassallo, Linda S.; 'Lois M Henry'
Subject: RE: NDA

Carolyn:

Those changes reflected in the attachment to your earlier message are acceptable. Thank you.

v/r,
John

John B. Norris, III
County Attorney, Ext. 2291
Office of the Calvert County Attorney
Courthouse - 175 Main Street
Prince Frederick, MD 20678-3337
Tel. 410.535.6323 / Fax 410.414.3241
Cellular: 240.925.1352
NorrisJB@co.cal.md.us

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In accordance with Internal Revenue Service rules, any federal tax advice provided in this communication is not intended or written by the author to be used, and cannot be used by the recipient, for the purpose of avoiding penalties which may be imposed on the recipient by the IRS. Please contact the author if you would like to receive written advice in a format which complies with IRS rules and may be relied upon to avoid penalties.

Norris III, John B.

From: Lois M Henry <Lois.M.Henry@dom.com>
Sent: Wednesday, August 01, 2012 4:55 PM
To: Norris III, John B.; Carolyn Moss
Cc: Vassallo, Linda S.
Subject: Re: NDA

Thanks John.

Norris III, John B.

From: Carolyn Moss <carolyn.moss@dom.com>
Sent: Wednesday, August 01, 2012 5:20 PM
To: Norris III, John B.
Cc: Vassallo, Linda S.; Lois M Henry
Subject: Re: NDA

Thank you!

Norris III, John B.

From: Norris III, John B.
Sent: Thursday, August 02, 2012 4:54 PM
To: 'Lois M Henry'; 'Carolyn Moss'
Cc: Vassallo, Linda S.
Subject: RE: NDA

Lois,
I assumed you were going to add a signature line for your signatory and a line for County employees to sign, but we did not discuss that. Let me know if you would like me to do that here. Thanks.
v/r,
John

John B. Norris, III
County Attorney, Ext. 2291
Office of the Calvert County Attorney
Courthouse - 175 Main Street
Prince Frederick, MD 20678-3337
Tel. 410.535.6323 / Fax 410.414.3241
Cellular: 240.925.1352
NorrisJB@co.cal.md.us

This e-mail, including any attachment(s), is intended for receipt and use by the intended addressee(s), and may contain attorney-client communication, attorney work product or otherwise be exempt from disclosure under law. If you are not an intended recipient of this e-mail, you are hereby notified that any unauthorized use or distribution of this e-mail is strictly prohibited, and requested to delete this communication and its attachment(s) without making any copies thereof and to contact the sender of this e-mail immediately. Any unauthorized review, disclosure, publication, copying, distribution, or use of the contents of this electronic message, information contained herein or any attached documents is prohibited and may be unlawful. If you have received this communication in error, re-send this communication to the sender and delete the original message and any copy of it from your computer.

In accordance with Internal Revenue Service rules, any federal tax advice provided in this communication is not intended or written by the author to be used, and cannot be used by the recipient, for the purpose of avoiding penalties which may be imposed on the recipient by the IRS. Please contact the author if you would like to receive written advice in a format which complies with IRS rules and may be relied upon to avoid penalties.

Norris III, John B.

From: Lois M Henry <Lois.M.Henry@dom.com>
Sent: Thursday, August 02, 2012 5:20 PM
To: Norris III, John B.
Subject: Re: NDA

John, I have a version with signature block etc. Filled in. Can I send to you first thing in the a.m?

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2012 by and between Dominion Cove Point, LNG, LP (the "**Disclosing Party**"), a Delaware corporation with offices located at 701 East Cary Street, Richmond, VA 23219 and the County Commissioners of Calvert County, Maryland, a body corporate and politic, and its officers, directors, agents, employees and representatives (collectively referred to from time to time as the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in discussions regarding Calvert County property tax credits (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, and meeting the requirements for mandatory denial of inspection pursuant to the Maryland Public Information Act, codified at Maryland Annotated Code, State Government Article, §10-611, *et seq.* whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets;

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed by law or in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been

independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information only upon receipt of a court order compelling disclosure. In the event that Receiving Party receives a request to disclose Confidential Information pursuant to any law, including, without limitation, the Maryland Annotated Code, State Government Article, § 10-611, et seq., governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, the Receiving Party will oppose such request and promptly notify the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may join in the opposition to disclosure, and participate in the formation of a protective order or any other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Receiving and Disclosing Parties are unable to obtain a protective order and the Receiving Party is required by a court of competent

jurisdiction to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a one year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Maryland applicable to contracts made and to be wholly performed within Maryland, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in Maryland shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be

given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

(i) Either party to this Agreement may terminate the Agreement without cause by given 10 days written notice to the other party. The effective date of termination pursuant to this clause shall be the 11th day following the date of the written termination notice. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

(j) By entering into this Agreement, the County and its "employees," as defined in the Local Government Tort Claims Act, §§5-30 1 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

(k) It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

(l) No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

(m) The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of

this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

**COUNTY COMMISSIONERS
OF CALVERT COUNTY, MD**

DOMINION COVE POINT LNG, LP.

By: _____
Gerald W. Clark, President

By: _____

Steven R. Weems, Vice-President

Title: _____

Pat Nutter

Susan Shaw

Evan K. Slaughenhaupt Jr.

Norris III, John B.

From: Lois M Henry <Lois.M.Henry@dom.com>
Sent: Friday, August 03, 2012 9:03 AM
To: Norris III, John B.; Carolyn Moss
Cc: Vassallo, Linda S.
Subject: RE: NDA
Attachments: Non-disclosure agreement Calvert County.08012012.final.DOCX

Follow Up Flag: Follow up
Flag Status: Completed

John, here is the NDA. I filled in the company information in the first paragraph, the term in paragraph 5 and added signature blocks. I also made a change to the last sentence of par. 4; please review and let me know if the change is acceptable to you.

Lois M. Henry
Senior Counsel
Dominion Resources Services, Inc.
701 East Cary Street
Richmond, VA 23219
804-771-3994
Lois.M.Henry@dom.com

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2012 by and between Dominion Cove Point, LNG, LP (the "**Disclosing Party**"), a Delaware corporation with offices located at 701 East Cary Street, Richmond, VA 23219 and the County Commissioners of Calvert County, Maryland, a body corporate and politic, and its officers, directors, agents, employees and representatives (collectively referred to from time to time as the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in discussions regarding Calvert County property tax credits (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, and meeting the requirements for mandatory denial of inspection pursuant to the Maryland Public Information Act, codified at Maryland Annotated Code, State Government Article, §10-611, *et seq.* whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets;

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed by law or in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been

independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information only upon receipt of a court order compelling disclosure. In the event that Receiving Party receives a request to disclose Confidential Information pursuant to any law, including, without limitation, the Maryland Annotated Code, State Government Article, § 10-611, et seq., governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, the Receiving Party will oppose such request and promptly notify the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may join in the opposition to disclosure, and participate in the formation of a protective order or any other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Receiving and Disclosing Parties are unable to obtain a protective order and the Receiving Party is required by a court of competent

jurisdiction to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a one year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Maryland applicable to contracts made and to be wholly performed within Maryland, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in Maryland shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be

given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

(i) Either party to this Agreement may terminate the Agreement without cause by given 10 days written notice to the other party. The effective date of termination pursuant to this clause shall be the 11th day following the date of the written termination notice. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

(j) By entering into this Agreement, the County and its "employees," as defined in the Local Government Tort Claims Act, §§5-30 1 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

(k) It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

(l) No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

(m) The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of

this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

**COUNTY COMMISSIONERS
OF CALVERT COUNTY, MD**

DOMINION COVE POINT LNG, LP.

By: _____

By: _____

Title: _____

Title: _____

Norris III, John B.

From: Herrington, Nicole M.
Sent: Tuesday, August 21, 2012 1:53 PM
To: Cook, Corinne J.
Cc: Norris III, John B.; Buas, Norma C.
Subject: RE: NDA
Attachments: Non-disclosure agreement Calvert County 08012012 final.BOCC sign block.doc

Corinne,

John asked that I put a BOCC signature block in to the Non- Disclosure Agreement. I have attached the document.

Thanks,

Nicole Herrington
Paralegal
Office of the County Attorney
Courthouse-175 Main Street
Prince Frederick, Maryland 20678
herrinnm@co.cal.md.us
410-535-1600 x2292

This e-mail message, including any attachments, is for the sole use of the intended recipients and may contain information that is confidential, legally privileged, and/or exempt from disclosure under applicable law. If you are not the intended recipient or receive this message in error, please contact the sender by reply e-mail and/or by telephone and destroy all copies of the original message. Any unauthorized review, use, reproduction, disclosure or distribution is strictly prohibited. Thank you.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2012 by and between Dominion Cove Point, LNG, LP (the "**Disclosing Party**"), a Delaware corporation with offices located at 701 East Cary Street, Richmond, VA 23219 and the County Commissioners of Calvert County, Maryland, a body corporate and politic, and its officers, directors, agents, employees and representatives (collectively referred to from time to time as the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in discussions regarding Calvert County property tax credits (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, and meeting the requirements for mandatory denial of inspection pursuant to the Maryland Public Information Act, codified at Maryland Annotated Code, State Government Article, §10-611, *et seq.* whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets;

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed by law or in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been

independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information only upon receipt of a court order compelling disclosure. In the event that Receiving Party receives a request to disclose Confidential Information pursuant to any law, including, without limitation, the Maryland Annotated Code, State Government Article, § 10-611, *et seq.*, governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, the Receiving Party will oppose such request and promptly notify the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may join in the opposition to disclosure, and participate in the formation of a protective order or any other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Receiving and Disclosing Parties are unable to obtain a protective order and the Receiving Party is required by a court of competent

jurisdiction to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a one year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Maryland applicable to contracts made and to be wholly performed within Maryland, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in Maryland shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be

given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

(i) Either party to this Agreement may terminate the Agreement without cause by given 10 days written notice to the other party. The effective date of termination pursuant to this clause shall be the 11th day following the date of the written termination notice. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

(j) By entering into this Agreement, the County and its "employees," as defined in the Local Government Tort Claims Act, §§5-30 1 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

(k) It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

(l) No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

(m) The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of

this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

**COUNTY COMMISSIONERS
OF CALVERT COUNTY, MD**

DOMINION COVE POINT LNG, LP.

By: _____
Gerald W. Clark, President

By: _____

Steven R. Weems, Vice-President

Title: _____

Pat Nutter

Susan Shaw

Evan K. Slaughenhaupt Jr.

Norris III, John B.

From: Herrington, Nicole M.
Sent: Tuesday, August 21, 2012 1:54 PM
To: Norris III, John B.; Buas, Norma C.
Subject: RE: NDA

Sorry I forgot to let you both know that I saved it on John's T drive under Economic Development in case there are any additional changes.

Thanks,

Nicole Herrington
Paralegal
Office of the County Attorney
Courthouse-175 Main Street
Prince Frederick, Maryland 20678
herrinnm@co.cal.md.us
410-535-1600 x2292

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Norris III, John B.

From: Vassallo, Linda S.
Sent: Thursday, August 23, 2012 10:30 AM
To: Carolyn Moss
Cc: Norris III, John B.
Subject: FW: Non-Disclosure
Attachments: Non-DisclosureStatement-Dominion.pdf

Carolyn,

Attached is the .pdf of the NDA. We will need Dominion's signatures as well. I will forward the original document for your signature. If you could please return, I'd appreciate it. Have a great vacation,

Linda

Linda S. Vassallo

Director

Calvert County, Maryland
Department of Economic Development
175 Main Street
Prince Frederick, MD 20678
410.535.4583; 800.331.9771 (voice); 410.535.4585 (fax)

We want to hear from you! Please take our one-minute [customer satisfaction survey](#)

From: Cook, Corinne J.
Sent: Thursday, August 23, 2012 10:27 AM
To: Vassallo, Linda S.
Subject: RE: Non-Disclosure

As requested . . .

*Corinne J. Cook, Clerk
Board of County Commissioners
Calvert County Government
175 Main Street
Prince Frederick, MD 20678
local: 410.535.1600 ext. 2202
metro: 301.855.1243 ext. 2202
fax: 410.535.5594
email: cookecj@co.cal.md.us*

"What you think, you will become . . . good or bad, strong or weak, victorious or defeated. So practice being a positive thinker in a time like this."

~ Norman Vincent Peale

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this 21ST day of August, 2012 by and between Dominion Cove Point, LNG, LP (the "**Disclosing Party**"), a Delaware corporation with offices located at 701 East Cary Street, Richmond, VA 23219 and the County Commissioners of Calvert County, Maryland, a body corporate and politic, and its officers, directors, agents, employees and representatives (collectively referred to from time to time as the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in discussions regarding Calvert County property tax credits (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, and meeting the requirements for mandatory denial of inspection pursuant to the Maryland Public Information Act, codified at Maryland Annotated Code, State Government Article, §10-611, et seq. whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets;

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed by law or in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been

independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information only upon receipt of a court order compelling disclosure. In the event that Receiving Party receives a request to disclose Confidential Information pursuant to any law, including, without limitation, the Maryland Annotated Code, State Government Article, § 10-611, *et seq.*, governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, the Receiving Party will oppose such request and promptly notify the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may join in the opposition to disclosure, and participate in the formation of a protective order or any other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Receiving and Disclosing Parties are unable to obtain a protective order and the Receiving Party is required by a court of competent

jurisdiction to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a one year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Maryland applicable to contracts made and to be wholly performed within Maryland, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in Maryland shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be

given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

(i) Either party to this Agreement may terminate the Agreement without cause by given 10 days written notice to the other party. The effective date of termination pursuant to this clause shall be the 11th day following the date of the written termination notice. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

(j) By entering into this Agreement, the County and its "employees," as defined in the Local Government Tort Claims Act, §§5-30 1 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

(k) It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

(l) No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

(m) The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of

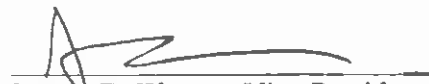
this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

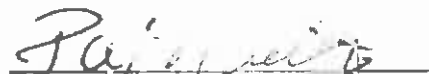
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.


**COUNTY COMMISSIONERS
OF CALVERT COUNTY, MD**

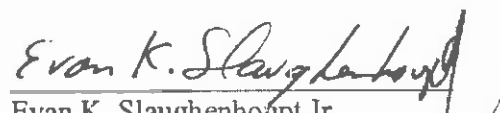
By:


Gerald W. Clark, President


Steven R. Weems, Vice-President


Pat Nuttall


Susan Shaw


Evan K. Slaughenropt Jr.

DOMINION COVE POINT LNG, LP.

By: _____

Title: _____

Herrington, Nicole M.

To: Norris III, John B.
Subject: FW: Dominion NDA
Attachments: draft of receipt of nda.doc

Linda S. Vassallo

Director

Calvert County, Maryland
Department of Economic Development
175 Main Street
Prince Frederick, MD 20678
410.535.4583; 800.331.9771 (voice); 410.535.4585 (fax)

We want to hear from you! Please take our one-minute customer satisfaction survey

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From: Bentley, Sandy F.
Sent: Tuesday, October 02, 2012 10:59 AM
To: Vassallo, Linda S.
Subject: FW: Dominion NDA

Linda,
From Norma - Employee Non-Disclosure Agreement attached.
I have requested a fully executed copy of the non-disclosure agreement from Carolyn Moss.

Sandra F. Bentley

Executive Administrative Assistant

Calvert County Department of Economic Development
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678
410-535-4583 / 301-855-1880 / 800-331-9771
FAX: 410-535-4585
E-mail: bentlesf@co.cal.md.us
www.ecalvert.com

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From: Buas, Norma C.
Sent: Tuesday, October 02, 2012 10:51 AM

To: Bentley, Sandy F.
Subject: RE: Dominion NDA

Thank you.

Norma Buas – Ext. 2566
Office of the Calvert County Attorney
175 Main Street
Prince Frederick, MD 20678-3337
Tel. 410.535.6323 / Fax 410-414-3241

*Be the change you wish to see.
- Gandhi*

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From: Bentley, Sandy F.
Sent: Tuesday, October 02, 2012 10:17 AM
To: Buas, Norma C.
Subject: FW: Dominion NDA

Norma,
I have place a request with Dominion asking that they send us the fully executed Non-Disclosure Agreement.

Linda asked me to see if you can send us the "Employee" non-disclosure agreement. She needs it asap. Thanks.

Sandra F. Bentley
Executive Administrative Assistant
Calvert County Department of Economic Development
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678
410-535-4583 / 301-855-1880 / 800-331-9771
FAX: 410-535-4585
E-mail: bentlesf@co.cal.md.us
www.ecalvert.com

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From: Bentley, Sandy F.
Sent: Monday, October 01, 2012 10:36 AM
To: Buas, Norma C.; Cook, Corinne J.
Subject: RE: Dominion NDA

This was signed by the commissioners but I have not seen a final come back signed by Dominion. Will check with Linda when she gets in.

Sandra F. Bentley

Executive Administrative Assistant

Calvert County Department of Economic Development

Courthouse, 175 Main Street

Prince Frederick, Maryland 20678

410-535-4583 / 301-855-1880 / 800-331-9771

FAX: 410-535-4585

E-mail: bentlesf@co.cal.md.us

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From: Buas, Norma C.

Sent: Monday, October 01, 2012 9:27 AM

To: Bentley, Sandy F.; Cook, Corinne J.

Subject: Dominion NDA

Good morning,

Has the NDA w/Dominion been executed? If so, may I have a copy?

Thank you.

Norma Buas – Ext. 2566

Office of the Calvert County Attorney

175 Main Street

Prince Frederick, MD 20678-3337

Tel. 410.535.6323 / Fax 410-414-3241

Be the change you wish to see.

- Gandhi

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NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 21ST day of August, 2012 by and between Dominion Cove Point, LNG, LP (the "Disclosing Party"), a Delaware corporation with offices located at 701 East Cary Street, Richmond, VA 23219 and the County Commissioners of Calvert County, Maryland, a body corporate and politic, and its officers, directors, agents, employees and representatives (collectively referred to from time to time as the "Recipient" or the "Receiving Party").

The Recipient hereto desires to participate in discussions regarding Calvert County property tax credits (the "Transaction"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information.**

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, and meeting the requirements for mandatory denial of inspection pursuant to the Maryland Public Information Act, codified at Maryland Annotated Code, State Government Article, §10-611, et seq. whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets;

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (iv) is required to be disclosed by law or in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (v) is or has been

independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information only upon receipt of a court order compelling disclosure. In the event that Receiving Party receives a request to disclose Confidential Information pursuant to any law, including, without limitation, the Maryland Annotated Code, State Government Article, § 10-611, *et seq.*, governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, the Receiving Party will oppose such request and promptly notify the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may join in the opposition to disclosure, and participate in the formation of a protective order or any other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Receiving and Disclosing Parties are unable to obtain a protective order and the Receiving Party is required by a court of competent

jurisdiction to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a one year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. **No Binding Agreement for Transaction.**

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. **Warranty.**

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. **Miscellaneous.**

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Maryland applicable to contracts made and to be wholly performed within Maryland, without giving effect to any conflict of law provisions thereof. The Federal and state courts located in Maryland shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be

given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

(i) Either party to this Agreement may terminate the Agreement without cause by given 10 days written notice to the other party. The effective date of termination pursuant to this clause shall be the 11th day following the date of the written termination notice. In the event of a conflict between this clause and any other clause of this Agreement, this clause shall control.

(j) By entering into this Agreement, the County and its "employees," as defined in the Local Government Tort Claims Act, §§5-30 1 et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

(k) It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of the County and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Agreement.

(l) No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Agreement and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

(m) The County's financial obligations, if any, under this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of

this Agreement. The County's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Agreement, and shall be final.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative by their hands and seals, intending to be so bound, as of the day and year first above written.

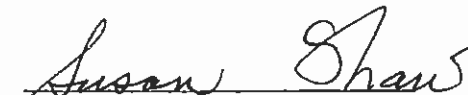
**COUNTY COMMISSIONERS
OF CALVERT COUNTY, MD**


By:


Gerald W. Clark, President


Steven R. Weems, Vice-President


Pat Nutter



Susan Shaw


Evan K. Slaughenhoupt Jr.

DOMINION COVE POINT LNG, LP.

By:



Title: VICE President


Herrington, Nicole M.

From: Vassallo, Linda S.
Sent: Tuesday, January 21, 2014 3:22 PM
To: Norris III, John B.
Subject: FW: Nondisclosure Agreement Form
Attachments: NDA Form.docx

From: Vassallo, Linda S.
Sent: Thursday, November 15, 2012 1:56 PM
To: Shannon, Terry L.
Cc: Norris III, John B.
Subject: FW: Nondisclosure Agreement Form

Terry,

This is a request from me to John Norris for a staff NDA for the Dominion project. I would like to have your office sign these so we have them on file and probably Tim and anyone he has working on the current project. After speaking with John, we concluded that we keep a paper file of these in my office, with the remainder of the documents. Thoughts?

Linda

Linda S. Vassallo
Director
Calvert County, Maryland
Department of Economic Development
175 Main Street
Prince Frederick, MD 20678
410.535.4583; 800.331.9771 (voice); 410.535.4585 (fax)

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From: Norris III, John B.
Sent: Thursday, November 15, 2012 1:12 PM
To: Vassallo, Linda S.
Subject: Nondisclosure Agreement Form

Linda,
For your use. I'd suggest setting up a repository of signed forms so that anyone who signs one can go to single place to see if another person they would like to discuss the confidential information with has also signed one.

v/r,
John

John B. Norris, III
County Attorney, Ext. 2291
Office of the Calvert County Attorney
Courthouse - 175 Main Street
Prince Frederick, MD 20678-3337
Tel. 410.535.6323 / Fax 410.414.3241

Cellular: 240.925.1352
NorrisJB@co.cal.md.us

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In accordance with Internal Revenue Service rules, any federal tax advice provided in this communication is not intended or written by the author to be used, and cannot be used by the recipient, for the purpose of avoiding penalties which may be imposed on the recipient by the IRS. Please contact the author if you would like to receive written advice in a format which complies with IRS rules and may be relied upon to avoid penalties.

NON-DISCLOSURE FORM

I, _____, have received a fully executed copy of the Nondisclosure Agreement by and between Dominion Cove Point, LNG, LP (the” **Disclosing Party**”), and the County Commissioners of Calvert County, Maryland and its officers, directors, agents, employees and representatives, (the” **Receiving Party**”), (hereinafter referred to as the “**Agreement**”). In consideration of continued employment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby acknowledge and agree to the following:

1. I agree that, unless authorized by the Disclosing Party, I will not disclose any “**Confidential Information**” as that term is defined in the **Agreement**. Prior to any authorized disclosures of **Confidential Information**, I will obtain written authorization from the **Disclosing Party** or I have verified that a written authorization for disclosure has been previously received from the **Disclosing Party** and remains valid;
2. I certify to the best of my knowledge that my most recent Financial Disclosure Form filed with the Calvert County Ethics Commission is accurate as pertains to any financial interest held in the **Disclosing Party**;
3. I certify to the best of my knowledge that my participation in the review and analysis of any **Confidential Information** will not create a “Conflict of Interest” as that phrase is defined in the Calvert County Ethics Ordinance, Ordinance 20-12;
4. I agree to immediately advise my supervisor and the Calvert County Ethics Commission in the event I later become aware of any financial interest in the **Disclosing Party** or conflict of interest due to my privy to, use or analysis of the **Confidential Information**;
5. I agree to discuss the **Confidential Information** only with other officers, directors, agents, employees and representatives of the **Receiving Party** that I know have signed a Nondisclosure Agreement similar to this. At no time, regardless whether I become disqualified or otherwise disallowed access to **Confidential Information**, will I disclose any **Confidential Information** I may have received; and
6. Further, I agree and understand that failure to comply with the above requirements may result in disciplinary action and may result in referral for civil or criminal action.

Witness:

Signature:

Date: _____

Herrington, Nicole M.

From: Vassallo, Linda S.
Sent: Tuesday, January 21, 2014 3:26 PM
To: Norris III, John B.
Subject: FW: Nondisclosure Agreement Form

From: Shannon, Terry L.
Sent: Thursday, November 15, 2012 2:56 PM
To: Vassallo, Linda S.
Cc: Norris III, John B.
Subject: RE: Nondisclosure Agreement Form

Sounds fine by me.
Thanks,
Terry

From: Vassallo, Linda S.
Sent: Thursday, November 15, 2012 1:56 PM
To: Shannon, Terry L.
Cc: Norris III, John B.
Subject: FW: Nondisclosure Agreement Form

Terry,

This is a request from me to John Norris for a staff NDA for the Dominion project. I would like to have your office sign these so we have them on file and probably Tim and anyone he has working on the current project. After speaking with John, we concluded that we keep a paper file of these in my office, with the remainder of the documents. Thoughts?

Linda

Linda S. Vassallo
Director
Calvert County, Maryland
Department of Economic Development
175 Main Street
Prince Frederick, MD 20678
410.535.4583; 800.331.9771 (voice); 410.535.4585 (fax)

We want to hear from you! Please take our one-minute [customer satisfaction survey](#)

From: Norris III, John B.
Sent: Thursday, November 15, 2012 1:12 PM
To: Vassallo, Linda S.
Subject: Nondisclosure Agreement Form

Linda,
For your use. I'd suggest setting up a repository of signed forms so that anyone who signs one can go to single place to see if another person they would like to discuss the confidential information with has also signed one.

v/r,
John

John B. Norris, III
County Attorney, Ext. 2291
Office of the Calvert County Attorney
Courthouse - 175 Main Street
Prince Frederick, MD 20678-3337
Tel. 410.535.6323 / Fax 410.414.3241
Cellular: 240.925.1352
NorrisJB@co.cal.md.us

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Herrington, Nicole M.

From: Vassallo, Linda S.
Sent: Tuesday, January 21, 2014 3:22 PM
To: Norris III, John B.
Subject: FW: Nondisclosure Agreement Form

From: Vassallo, Linda S.
Sent: Thursday, November 15, 2012 3:14 PM
To: Shannon, Terry L.
Cc: Norris III, John B.
Subject: Re: Nondisclosure Agreement Form

Ok. Will you ask then to sign and send? I will send to Tim. LV

From: Shannon, Terry L.
Sent: Thursday, November 15, 2012 02:55 PM
To: Vassallo, Linda S.
Cc: Norris III, John B.
Subject: RE: Nondisclosure Agreement Form

Sounds fine by me.
Thanks,
Terry

From: Vassallo, Linda S.
Sent: Thursday, November 15, 2012 1:56 PM
To: Shannon, Terry L.
Cc: Norris III, John B.
Subject: FW: Nondisclosure Agreement Form

Terry,

This is a request from me to John Norris for a staff NDA for the Dominion project. I would like to have your office sign these so we have them on file and probably Tim and anyone he has working on the current project. After speaking with John, we concluded that we keep a paper file of these in my office, with the remainder of the documents. Thoughts?

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John

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Zinn, Toni L.

From: Sean Canavan <seanpcanavanpal@gmail.com>
Sent: Friday, December 13, 2013 12:57 PM
To: Norris III, John B.
Subject: PIA request

Hey John,

I got sucked into court today on an emergency matter. I'll have this in your inbox Monday morning. I wanted to let you know so you weren't waiting around for it all day.

--

Sean P. Canavan
LAW OFFICE OF SEAN CANAVAN
1712 Eye St., NW
Suite 915
Washington, DC 20006

Zinn, Toni L.

From: Sean Canavan <seanpcanavanpal@gmail.com>
Sent: Monday, December 16, 2013 2:07 PM
To: Norris III, John B.
Subject: Re: PIA request
Attachments: Limited request.pdf

Dear Mr. Norris,

Attached is our revised request. See if these changes bring the price down somewhat. We are investigating getting an additional party to sign on and I will keep you up to date there.

As we discussed please advise of the price before any costs are incurred.

Thanks for your help,

Sean Canavan
1712 Eye St. Suite 915
Washington, D.C. 20006
(240) 682-1766
seanpcanavanpal@gmail.com

John Norris
County Attorney
County Attorney's Office
175 Main Street,
Prince Frederick, MD 20678
(410) 535-1600 ext. 2291

Public Information Act Request

Dear Me. Norris,

Pursuant to the Maryland Public Information Act, Md. STATE GOVERNMENT Code Ann. § 10-611, *et seq.*, and our conversation last week, AMP Creeks Council hereby requests the following:

DEFINITIONS:

- (A) Any reference to Calvert County, or a department or subdivision thereof, includes any person working in Calvert County, the department or subdivision whether an elected official, official, employee, intern, volunteer, or contractor.
- (B) Any reference to correspondence includes any written or typed communication or any documentation of oral communications. For example, if a representative of Calvert County called Dominion Cove Point LNG, LP and took notes on the conversation, or memorialized it in a memo, both of those writings would be included under correspondence.
- (C) Agreement refers to non-disclosure agreements between DCP and Calvert County, including agreements and drafts that were not agreed on.

REQUESTS:

1. Copies of all correspondence or other communications between Dominion Cove Point LNG, LP (hereinafter "DCP") its agents, affiliates, or employees, and The Calvert County

government including, but not limited to, the Calvert County Commissioners, the Calvert County Planning Board, the Calvert County Attorney, and the Calvert County Department of Economic Development, that relates to any non-disclosure agreements between Calvert County personnel and DCP. This production shall not be limited to non-disclosure agreements that were consummated, but should include any non-disclosure agreements that were proposed or discussed in any way.

a. Please limit this request to:

- i. Correspondence from the last three years,
- ii. Correspondence relating to terms of the agreements or
- iii. Correspondence relating to why either party should or should not enter into those agreements.

1. This shall include any advice provided relating to the legality of an agreement.

iv. The following departments:

1. the Calvert County Commissioners
2. the Calvert County Planning Board
3. the Calvert County Attorney's office
4. the Calvert County Department of Economic Development
5. the Calvert County Community Planning and Building Department
6. Any other department concerned with environmental matters.

2. Copies of any non-disclosure agreements, draft or final, that were proposed, discussed or

agreed to by DCP and Calvert County that are related to any element of the proposed expansion of the DCP LNG import/export facility or any related amendments to any county law, including but not limited to text amendments to the Calvert County Zoning Ordinance.

Pursuant to Md. STATE GOVERNMENT Code Ann. § 10-621(e), Applicant hereby request that all fees associated with these disclosures be waived. Applicant has very limited resources and the cost of copying and the related fees would be prohibitive. Disclosure is in the public interest because DCP's proposed expansion and the related environmental questions are matters of widespread and exceptional citizen and media interest in which there exists possible questions about the government's integrity which can affect public confidence in the government.

The level of interest in DCP's proposed expansion is demonstrated by the fact that DCP's application to the Department of Energy for permission to export LNG received over 188,000 comments.¹ Local interest is demonstrated by the attendance at a local meeting on October 22, 2013 and a joint public hearing on October 29, 2013, both of which regarded the proposed expansion of DCP's LNG facility and the related text amendment. The level of distrust this has engendered between the citizens of the County and the County government is demonstrated by the comments at the October 29, 2013 hearing and in particular the reaction to the passage of Case 13-09. It is in the public interest for these disclosures to be made so that the citizens of Calvert County can understand how their government came to the decisions it did.

"The purpose of the Maryland Public Information Act is virtually identical to that of the [Freedom of Information Act] FOIA: to provide the public the right to inspect the records of the State government or of a political subdivision. Moreover, the historical development of portions

¹ Department of Energy, *ORDER CONDITIONALLY GRANTING LONG-TERM MULTI-CONTRACT AUTHORIZATION TO EXPORT LIQUEFIED NATURAL GAS BY VESSEL FROM THE COVE POINT LNG TERMINAL TO NON-FREE TRADE AGREEMENT NATIONS*, DOE/FE ORDER NO. 3331, at 5 (9/11/2013.)

of the MPIO parallel those of its federal counterpart. Under these circumstances, the interpretation of the FOIA by federal courts is persuasive.” *Police Patrol Sec. Sys. v. Prince George's County*, 378 Md. 702, 724, 838 A.2d 1191, 2003 Md. LEXIS 823 (Md. 2003) (internal citations omitted.)

FOIA law dictates that “[d]ocuments shall be furnished without charge or at a charge reduced . . . if disclosure of the information is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requester.” *Larson v. CIA*, 843 F.2d 1481, 1482-1483, 269 U.S. App. D.C. 153, 1988 U.S. App. LEXIS 4615, 15 Media L. Rep. 1961 (D.C. Cir. 1988). The Court of Special Appeals has endorsed this reasoning, “[m]oreover, the federal Freedom of Information Act contains a similar fee waiver provision at 5 U.S.C. § 552(a)(4) which has been liberally construed in favor of the media or other requesters who will provide broad public dissemination of the information sought.” *Baltimore v. Burke*, 67 Md. App. 147, 156, 506 A.2d 683, 1986 Md. App. LEXIS 297 (Md. Ct. Spec. App. 1986).

AMP Creeks Council has no commercial interest in the requested disclosures and the disclosure will significantly contribute to the public understanding of the operations of the Calvert County government as regards the largest construction project in Calvert County this century. Applicant intends to widely distribute the produced materials to journalists and interested parties so that the electorate can make informed choices about this project. Disclosure is in the public interest and any associated fees should be waived. Please inform us of your determination regarding the fee waiver request prior to beginning any copying or document review. If it would minimize costs for applicant to send a representative to inspect the records prior to copying, then please inform us of how we may do that.

Sincerely

Sean Canavan
Assistant Counsel
AMP Creeks Council
1712 Eye St. Suite 915
Washington, D.C. 20006
(240) 682-1766
seanpcanavanpal@gmail.com

Zinn, Toni L.

From: Norris III, John B.
Sent: Thursday, December 19, 2013 4:36 PM
To: Sean Canavan
Subject: RE: PIA request

Sean,

Thank you for this request. If I read this request broadly, it could still pertain to documents other than a Non-Disclosure Agreement ("NDA") between Calvert County Personnel and DCP. When we spoke last, I took away from our conversation that you were preparing a revised request seeking the disclosure of documents (as the term "document" is defined in the PIA) that discuss a NDA, contain a draft of a NDA, discuss an approved NDA or contain an approved NDA. Is that how I should read this request or should I read it more broadly to include a request for documents that may be covered by a NDA? As you can imagine, the breadth of the scope changes significantly depending upon your response. Thank you.

v/r,
John

John B. Norris, III
County Attorney, Ext. 2291
Office of the Calvert County Attorney
Courthouse - 175 Main Street
Prince Frederick, MD 20678-3337
Tel. 410.535.1600, Ext. 2291 / Fax 410.414.3241
NorrisJB@co.cal.md.us

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Zinn, Toni L.

From: Norris III, John B.
Sent: Thursday, December 19, 2013 4:37 PM
To: Vassallo, Linda S. (vassalls@co.cal.md.us); Shannon, Terry L. (shannotl@co.cal.md.us)
Subject: FW: PIA request

FYI, still working on the scope of this Public Information Act request.

v/r,
John

John B. Norris, III
County Attorney, Ext. 2291
Office of the Calvert County Attorney
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Prince Frederick, MD 20678-3337
Tel. 410.535.1600, Ext. 2291 / Fax 410.414.3241
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Zinn, Toni L.

From: Sean Canavan <seanpcanavanpal@gmail.com>
Sent: Friday, December 20, 2013 10:57 AM
To: Norris III, John B.
Subject: Re: PIA request

Hey John,

Thanks for the quick reply. We are not seeking documents covered by the NDA agreements. For example if the non-disclosure says "Calvert County shall not disclose Dominion's bank account number," we are not seeking the bank account number, only the agreement and the communications leading to the signing of it, and subsequent communications interpreting it.

The only exception would be if the NDA covered documents that discussed the negotiations for the NDA or the NDA or drafts themselves.

Thanks,
Sean

