

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made by and between “Purchaser” an individual [*or Company*], and the entity listed below (the “Company”).

The Company and “Purchaser” are entering into discussions that may result in the financing, sale or transfer of the Company or its business (hereinafter called a “Transaction”). In the course of said discussions, the Company may disclose to “purchaser” information that is considered to be both confidential and proprietary to the Company and the Company may obtain knowledge and information that is considered to be both confidential and proprietary to “Purchaser” or its managed funds. The parties believe that this Agreement is necessary to preserve their respective best interests.

NOW, THEREFORE, in consideration of the respective promises and undertakings set forth below, and intending to be legally bound hereby, the parties agree as set forth below.

1. CONFIDENTIALITY. Each of “Purchaser” and the Company shall retain in confidence, and shall not disclose (other than to its employees, officers, directors, affiliates, counsel, accountants, advisors, agents, and any governmental authority requiring such disclosure, together with such representatives of “Purchaser” affiliated funds and related parties (collectively, except for governmental authorities, their “Affiliates”) or use for any purpose (other than in connection with consideration of the proposed Transaction), all Confidential Information (as defined below) received from the other party. It is understood that “Purchaser” may solicit other investment institutions or individuals to participate in the proposed Transaction. This Agreement will not operate to prevent the delivery of Confidential Information to such persons for such purpose, or operate to forbid the use of Confidential Information so delivered for purposes consistent with this Agreement. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent that such Confidential Information is required by law to be disclosed, in which case the party compelled to disclose the information will notify the other party in advance of such disclosure so that such other party may seek, at its own expense, a protective order or other similar remedy against such compulsory disclosure.

2. CONFIDENTIAL INFORMATION. Confidential Information shall mean information, in whatever form or medium, whether in writing or oral, about a party that is not readily and easily available to the public or those in the party’s business, that concerns the party, its financial condition and business operations, suppliers, customers and agents, and which has been designated orally or in writing by such party as confidential and proprietary. Notwithstanding the foregoing, information disclosed by either party to the other shall not be considered “Confidential Information” if such information: (a) was already known to “Purchaser” or the Company, as the case may be, prior to receipt of the information from the other party is subsequently lawfully received by “Purchaser” or the Company, as the case may be, without restriction from a third party who was not known by the Company or “Purchaser” to be under any obligation of confidentiality with respect thereto; (b) is public ly available at the time of its disclosure or subsequently becomes publicly available through no fault of the Company or “Purchaser”, as the case may be, or their respective Affiliates; (c) is developed independently by “Purchaser” or the Company, as the case may be; or (d) is approved for public disclosure by the written authorization of the Company of “Purchaser”, as the case may be.

3. STANDARD OF CARE. Each party represents to the other that it has adopted reasonable procedures and precautions for protecting the Confidential Information received from the other and that it will safeguard said Confidential Information received from the other with the same degree of care as it uses for its own confidential information in order to prevent authorized publication, disclosure or use of such Confidential Information. Each party agrees to require its Affiliates to keep confidential all Confidential Information received from the other.

4. RETURN OF CONFIDENTIAL INFORMATION. Each party hereto covenants that, upon termination of this Agreement and the request of the other party, it will return or destroy any written disclosed Confidential Information to the other and that it will destroy all abstracts and other versions of such Confidential Information regardless of the medium on which the same is maintained. Notwithstanding anything to the contrary contained herein, the Company agrees that if a fund or other entity affiliated with "Purchaser" enters into a Transaction with the Company, then "Purchaser" shall not be required to return or destroy any of the aforementioned Confidential Information except as may be required in the final Transaction agreement entered into between such fund or entity and the Company.

5. FURTHER AGREEMENT. If the parties elect to pursue negotiations after "Purchaser" reviews the Company's Confidential Information, the parties contemplate a letter of intent or term sheet being entered into by and between the Company and a fund or other entity affiliated with "Purchaser". This Agreement shall remain in effect for so long as such letter of intent or term sheet remains in effect.

6. OTHER INVESTMENTS. It is understood and agreed that "Purchaser" or its affiliated funds may presently hold investments in, enter into transactions with, or subsequently provide financing for, businesses in competing or similar areas of activity to the Company. This Agreement shall not operate to prevent the evaluation, closing or servicing of such matters in any way, except that "Purchaser" shall not deliver any Confidential Information to such other person. The possession by such a person of any information contained in the Confidential Information shall create no presumption that such information was transmitted to such person by "Purchaser" or its representatives.

7. PUBLICITY. Neither "Purchaser" nor the company shall issue any press release or any other public statement concerning discussions among them with respect to any transactions contemplated hereby without the prior consent of the other, except as may be required by law. Each of "Purchaser" and the Company shall hold in confidence (except for disclosure to their Affiliates, governmental authorities requiring such disclosure, and third parties whose consent or knowledge is deemed necessary by either of the parties for the negotiations and consummation of the transactions incidental to the Transaction contemplated hereby) the existence of the negotiations for the proposed Transaction and all information and documents concerning the Transaction and the transactions incidental thereto, except where particular disclosure is agreed to in advance by the other party.

8. EQUITABLE RELIEF. Each of the Company and "Purchaser" acknowledges that the other would be irreparably damaged and would not have adequate remedy at law for money damages in the event that any of the covenants contained in this Agreement were breached by the other, and therefore each of the Company and "Purchaser" shall be entitled to specific performance of such covenants in addition to any other remedy it may have against the other, at law or in equity.

9. TERMINATION. This Agreement may be terminated at any time by written consent of the parties. Absent any such consent, this Agreement shall terminate one hundred eighty (180) days from the date hereof, unless sooner extended by an agreement contemplated in Paragraph 5 of this Agreement or by other written agreement of the parties. The covenants contained herein shall survive the termination of this Agreement.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the Commonwealth of Virginia.

11. ENTIRE AGREEMENT; AMENDMENTS. This instrument contains the entire agreement between the parties relating to the subject matter hereof and may not be amended except by a writing executed by the party against whom such amendment is sought to be enforced.

12. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers effective as of _____, 2008.

PURCHASER

By: _____
Its: _____

Signature: _____

SELLER – Piascik & Associates, P.C.

By: Steven M. Piascik, CPA, MT
Its: President

Signature: _____