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Date:

Name: _____

Address: _____

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is executed by (the "Undersigned").

The Undersigned desires to have access to and review certain information about (Your Company name here): _____ (the "Company") in order to evaluate the feasibility of arranging a possible transaction on behalf of the Company (the "Transaction"). Representatives of the Undersigned will receive oral and written information on the Company which may include financial statements or other financial information; methods and processes of operation; the identities of customers, suppliers, and employees; cost and expense information; production information; trade secrets; confidential processes and technology; plants and other properties; pricing information; computer programs and equipment; know-how; research; inventions; and other information concerning the Company and its business which is not made available to persons outside the Company ("Confidential Information").

In consideration of the foregoing, the terms hereof, disclosure of certain Confidential Information, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Undersigned, the Undersigned, intending to be legally bound, covenants and agrees as follows:

1. The Undersigned will not use any Confidential Information or disclose any Confidential Information to anyone other than its directors who need the Confidential Information to evaluate the Transaction; provided, however, the Undersigned may disclose Confidential Information to its attorneys, accountants, lenders, shareholders and advisors who need the Confidential Information in connection with their providing services and assistance to the Undersigned in connection with the Transaction. The Undersigned will cause each of its employees, directors, attorneys, accountants, lenders, shareholders and advisors that receive Confidential Information to hold such Confidential Information in strict confidence and not use or disclose any such Confidential Information.

2. The Undersigned covenants and agrees to, and covenants and agrees to cause each of its employees, officers, directors, attorneys, accountants, lenders, and shareholders to, promptly return or destroy, upon request of the Company, any Confidential Information (including all permitted copies of such Confidential Information) if the Company determines that the negotiations concerning the Transaction should be terminated. The Undersigned covenants and agrees not to make any announcement or statement concerning this Agreement or the Transaction without prior written approval of such announcement or statement by the Company, which consent may be withheld in the Company's sole discretion.

3. Unless otherwise provided in any agreement between the Undersigned and the Company entered into to govern or consummate the Transaction, the Undersigned agrees, on behalf of the Undersigned and its affiliates, for twelve (12) consecutive months from the date hereof, not to solicit, induce, or attempt to solicit or induce the diversion of (except through general public advertisement or the solicitation of candidates generally), any of the Company's employees, agents, independent contractors,

suppliers, or other Persons who then have, or who have had within the preceding six (6) months, employment, consulting, customer or supplier relationships with the Company or any of its affiliates.

4. Neither this Agreement nor any negotiations conducted hereafter shall obligate the Undersigned or the Company to conclude any Transaction until a definitive agreement to that effect is set forth in writing and executed by the Undersigned and the Company. The Company reserves the right, at any time after the execution of this Agreement, to refuse to provide the Undersigned with any Confidential Information requested by the Undersigned, with the sole recourse of the Undersigned in such event to be the termination of any pending negotiations.

5. The Company shall be entitled to injunctive relief, including specific performance, and all other rights and remedies, equitable or otherwise, provided by law if the Undersigned violates all or any part of this Agreement. The Undersigned recognizes and agrees that the Company would not disclose any Confidential Information without this Agreement.

6. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

7. Confidential Information does not include information which is or becomes publicly available without violation of this Agreement or any other confidentiality or non-disclosure agreement.

8. This Agreement embodies the complete agreement among the parties hereto as to the subject matter hereof and supersedes all oral or written, previous and contemporary, agreements between the parties relating to matters in this Agreement. This Agreement is binding on the parties hereto and their successors and assigns. No modification or waiver of any provision of this Agreement is binding unless in writing and signed by the Company. THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF DELAWARE. A fax or copy of the manually executed original of this Agreement shall be fully enforceable against the Undersigned without requiring the submission or presentation of the manually executed original of this Agreement.

9. Time is of the essence with respect to all of the Undersigned's obligations in this Agreement.

IN WITNESS WHEREOF, the Undersigned has executed this Agreement as of the date first set forth above.

For: Focus Investment Banking, LLC

Michael J. McGregor
Managing Director