

CONFIDENTIALITY AGREEMENT

This is an Agreement by and between SUNBELT BUSINESS BROKERS ("Sunbelt") and ("Disclosee"). It pertains to information which will be disclosed by Sunbelt to Disclosee with respect to confidential business information supplied to Sunbelt with regard to certain businesses which Sunbelt is presenting to Disclosee. Disclosee agrees that as a condition of Sunbelt furnishing such information, all such confidential information will be treated in confidence.

Disclosee agrees that until the earlier to occur of (1) the closing of a sale transaction of the business to Disclosee; or (2) a period of two (2) years from the date of this Agreement, this confidential information will not be disclosed or knowingly used in any manner detrimental to the business or to Sunbelt and that Disclosee will use best efforts to maintain its confidentiality. The confidential information shall not be used, except with the prior approval of Sunbelt, for any purpose except for the purpose of evaluating the suitability of the business opportunity or consummating a sale transaction, and it shall only be transmitted to such persons ("Advisors") who shall (i) be advised of this Confidentiality Agreement, and (ii) are in agreement with, and bound by, its terms.

The term "confidential information" as used herein does not include information presented by Sunbelt regarding the business which Disclosee can prove was in its possession prior to disclosure by Sunbelt or becomes generally available to the public other than as a result of a disclosure by Sunbelt or the business owner.

Disclosee agrees that with respect to any confidential information presented by Sunbelt regarding the business opportunity, Disclosee will only discuss the confidential information with its Advisors, Sunbelt and parties designated by Sunbelt.

Disclosee all agrees that except as set forth above, Disclosee will not discuss the business with the Seller and shall not discuss with Seller the terms of any sale or conclude any transaction or attempt to negotiate a sale except with the consent of Sunbelt.

Disclosee understands and acknowledges that Sunbelt makes no representations or warranty as to the accuracy of the confidential information. The confidential information which has been or will in the future be presented to Disclosee is information which has been presented to Sunbelt by the Seller and has not been independently

verified by Sunbelt. Any and all warranties and representations affecting a transaction will be set forth in an agreement between Disclosee and Seller to be negotiated.

Disclosee acknowledges and agrees that any violation of this Agreement by Disclosee may cause harm to Seller and Sunbelt, and agrees that in such case Disclosee shall be liable for such damages.

This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania and that any claim made as a result of a breach of this Agreement shall be brought only in a court of competent jurisdiction in the Commonwealth of Pennsylvania.

By executing this Agreement on the date indicated below, the parties acknowledge and consent to its subject matter.

SUNBELT BUSINESS BROKERS

By: _____

Date: _____

DISCLOSEE:

Date: _____

Phone Number:

Mailing Address:

E MAIL:

BUSINESS:

ATTENTION: Steven Rosen

(Fax completed and signed document to 610-941-2183
or e-mail to sarosen@sunbeltnetwork.com)