

Confidentiality and Warranty Agreement

NAMED

SELLER/LESSOR/BORROWER: \_\_\_\_\_,  
the Principal.

The undersigned (the Undersigned) understands and acknowledges that the

named seller/lessor/borrower (the Principal) is interested in selling or leasing or

financing certain assets of its Business that is the subject of this online Confidentiality

and Warranty Agreement (the Agreement).

In order to induce the Principal or its agents to furnish information regarding the

Business (the Information) to Undersigned for Undersigned's evaluation and possible

Purchase/lease/financing of the Business and in consideration for certain representatives

of the Principal (the Representative) or Principal's

furnishing such information, Undersigned understands, agrees, represents and

warrants to Representative and Principal as follows:

1. The word "Undersigned", as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to or affiliate with any business entity and in any other capacity whatsoever.

2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Principal and/or Business, and Undersigned further represents and warrants as follows:

a. The Information furnished by Representative or Principal has not been publicly disclosed, has not been made available to Undersigned by any party or source other than Representative or Principal and is being furnished only upon the terms and conditions contained in this Agreement.

b. Undersigned will not disclose the Information, in whole or in part, to

any party other than persons within Undersigned's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Undersigned accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.

c. Undersigned will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(b) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible transaction.

d. Undersigned will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than

evaluating the possible purchase of the Business, including, without

limitation, not utilizing same in the conduct of Undersigned's or any other

party's present or future business(es).

e. In addition to the prohibition against utilizing trade secret(s),

Undersigned will not utilize any other furnished information for any purpose

other than evaluating the possible purchase of the Business, specifically

including, without limitation, not utilizing same to enter into and/or

engage in competition with the Business or assist or promote any other

party(s) in so doing. The foregoing prohibition against utilizing said

Information in competing with the Business shall remain in effect for

three (3) years from the date hereof and shall be applicable to

competition within the presently existing marketing area of the Business.

f. If Undersigned decides not to pursue the possible purchase of the

Business, Undersigned will promptly return to Representative all Information previously furnished by Representative or Principal, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.

3. Undersigned will not contact the Principal or Principal's employees, customers, suppliers or agents other than Representative for any reason whatsoever without the prior consent of the Representative. All contacts with the Principal or such other parties will be made through or by Representative unless otherwise agreed to by Representative, in writing.

4. The Information furnished by Representative has been prepared by or is based upon representations of the Principal and Representative has made no independent investigation or verification of said Information. Undersigned

hereby expressly releases and discharges Representative from any and all

responsibility and/or liability in connection with the accuracy,

completeness or any other aspects of the information and accepts sole and

final responsibility for the evaluation of the Information and all other

factors relating to the Business.

5. The Information is subject to change or withdrawal without notice.

6. Undersigned will indemnify and hold harmless the Representative and Principal from

any and all claims or actions arising from Undersigned's acts or failures to act

in pursuing the possible purchase of the Business, including, without

limitation, reasonable attorney's fees and other expenses incurred by

Representative.

7. Undersigned will not, for a period of three (3) years from the date

hereof, enter into any agreement for the purchase of the Business, in

whole or in part, or assist or promote any other party in so doing, unless

such agreement to purchase provides for commission to be paid Representative, with

the commission being defined as the amount agreed upon by Representative and

Principal or similar agreement between

those parties. The phrase "agreement for the purchase of the Business" as

used herein, shall mean and include any agreement, specifically including,

but not limited to, offers to purchase, letters of intent and similar

agreements, that provides for the transfer, conveyance, possession of, or

disposition of the Business, its capital stock, assets, or any portion

thereof, and the commission amount to be paid Representative shall be the greater

of either the minimum commission or the commission based upon sale price

(or purchase price), as these amounts are defined in the aforesaid

agreement between Representative and Principal. Further, "sale price (or purchase price)" as used herein shall mean and include the total amount of consideration paid or conveyed to Principal or for Principal's benefit, including, without limitation, cash, capital stock, notes, personal property of any kind, real property, leases, lines of credit, loans, contingent payments (e.g., license agreements, royalty agreements, payments based upon future sales or profits, etc.), employment or management contracts, consulting agreements, non-competition agreements, assumption or discharge of any or all liabilities, and any combination of the foregoing and/or other consideration. The commission amount agreed upon by Representative and Principal in the aforesaid agreement between those parties will be made known to Undersigned by Representative, upon Undersigned's request, when and if an agreement for the purchase of the Business is made by Undersigned. If Undersigned



violates the foregoing provision, Undersigned will be liable for and pay said

commission to Representative upon demand without any obligation on Representative's part

to first exhaust any legal remedies against Principal.

8. Undersigned represents that Undersigned has sufficient financial resources to

complete the transaction for the asking price and terms set forth herein.

Undersigned agrees to provide, upon request by Representative or Principal, financial

statements, references and other pertinent information evidencing such

financial sufficiency.

9. The performance and construction of this Agreement shall be

governed by the laws of the State of Virginia. All sums due hereunder

shall be payable at the office of the Representative in Roanoke County, Virginia

and all parties hereto agree to forbear from filing a claim in any other

jurisdiction.

10. This Agreement shall be binding upon the Undersigned, Undersigned's heirs,

executors, successors, assigns, administrators or representatives. If any

provision of this Agreement shall be held to be invalid, void or

unenforceable, the remainder of the provisions hereof shall remain in full

force and effect and this Agreement shall be construed as if such invalid,

void or unenforceable provision had not been contained herein.

11. Any controversy between the parties to this Agreement involving

the construction or application of any of the terms, covenants or

conditions of this Agreement, shall on written request of one (1) party

served on the other, be submitted to binding arbitration. Such

arbitration shall be under the rules of the American Arbitration

Association. The arbitrator shall have no authority to change any

provisions of this agreement; the arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The expenses of arbitration conducted pursuant to this paragraph shall be born by the parties in such proportion as the Arbitrators shall decide.

12. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Representative has been retained to represent the owner(s) in the sale/lease or finance thereof and on which Representative or owner(s) has furnished information to Undersigned. Further, it shall not be necessary for Undersigned to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Representative or owner(s) initially furnished information to Undersigned on such other business and/or

property.

13. The provisions hereof cannot be modified, amended, supplemented or

rescinded without the written consent of Representative and this Agreement sets

forth the entire agreement and understanding.

14. A facsimile transmission of this document is legal and binding.

EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NAMED UNDERSIGNED:

\_\_\_\_\_, individually,  
collectively, jointly and severally, the Undersigned.

(Print Name of Buying Entity)\* \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name of Signatory)\* \_\_\_\_\_

(Street Address)\* \_\_\_\_\_

(City, State, Zip Code)\* \_\_\_\_\_

(Telephone & Fax & Email of responsible representative)\* \_\_\_\_\_

(Principal) \_\_\_\_\_

Please print the Agreement, add the information requested, execute the

Agreement and fax it to 202-318-4456.