

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is between **THE TAFT COMPANIES LLC** and its wholly-owned subsidiaries, limited partnerships, limited liability companies, their successors and assigns (hereinafter referred to as “Taft”) and their respective clients’ interests, whose corporate address is 1620 Providence Road, Towson, Maryland 21286, and _____ (the “Company”), whose corporate address is _____.

It is the practice of each party to maintain the confidentiality and prevent the improper use of its respective confidential and other proprietary information. The recipient (“Receiving Party”) understands that the other party (“Disclosing Party”) considers all documents and information (whether such information is communicated or conveyed orally, in writing, by electronic means or otherwise) regarding its intellectual property, business methods, financial performance, procedures, pricing policies, marketing structure and strategy, corporate development initiatives, programs, forms, research and development activities, technical know-how, operations, concepts, ideas, names and addresses of current, former and prospective clients and employees, materials, and other data delivered to Receiving Party, unless generally disseminated to the public, to be proprietary and trade secrets which are “Confidential Information.”

1. The term “Confidential Information” does not include information which, (i) is generally available to the public at the time of its disclosure or subsequent to such disclosure (other than by the Receiving Party’s breach of this Agreement), (ii) is already in possession of the Receiving Party prior to this Agreement, (iii) becomes available to the Receiving Party on a non-confidential basis from a source which the Receiving Party neither knows nor should know is under any obligation to maintain its confidentiality, or (iv) is independently developed by the Receiving Party without reference to the Confidential Information.

2. Each party agrees that the sole purpose of this Agreement is to protect both parties’ Confidential Information. In consideration for being given access to such information while the parties are considering entering into some form of transaction or business relationship (“the Project”), and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, both parties agree to hold all Confidential Information in trust and confidence for five (5) years from the date of disclosure and agree that they shall not, directly or indirectly, use any Confidential Information for any purpose other than the specific use in the Project and shall not disclose or allow the disclosure or transfer of any Confidential Information to any third party.

3. Each party shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own confidential, proprietary information but not less than reasonable care. The Confidential Information shall not be disclosed by the Receiving Party without the prior written consent of the Disclosing Party, except, (i) when required by law to do so, or by a final and binding judicial, administrative or arbitration decision or regulatory authority or the requirements of a recognized stock exchange, or (ii) when such Confidential Information must be

disclosed to the Receiving Party's employee, officer, director, partner, attorney, agent or advisor (the persons to whom such disclosure is permissible being collectively referred to herein as the "Representatives") who need to know such information for the purpose of assisting Receiving Party while working on the Project and who, prior to the receipt of such Confidential Information, agree to keep such information confidential. Receiving Party shall be fully responsible for any breach of this Agreement by its Representatives. If disclosure to a third-party pursuant to section (i) above is required, the party will provide the other with prompt written notice so that such other party may seek an appropriate protective order and, upon the request and at the expense of such other party, will use reasonable efforts to cooperate in obtaining such order.

4. Neither party makes any warranty with respect to its Confidential Information. No rights, obligations or representations other than those expressly recited herein are implied by this Agreement. In particular, without limitation, no license is granted directly or indirectly under any patent, trademark, trade secret or copyright now held by, or which may be licensable by, Disclosing Party, and no commitment is made to enter into any agreement other than this Agreement.

5. All Confidential Information will remain the Disclosing Party's property. At any time, upon the Disclosing Party's written request, the Receiving Party and its Representatives shall either promptly return or destroy (at the option of the Disclosing Party) all Confidential Information received from the Disclosing Party, and destroy all documents and data that were prepared from, and contain, Confidential Information. No party will be obliged to destroy documents or data that are intermingled with other documents or data of the Receiving Party or that are required by law to be preserved.

6. Each party acknowledges that it is aware that the United States securities laws restrict persons with material non-public information about a company obtained directly or indirectly from that company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Accordingly, both parties agree to comply with such restrictions for so long as they or their respective Representatives possess any material non-public information concerning the other party's company or the Project as contemplated herein.

7. Each party may be entitled, in addition to any remedies they may have at law, to enforce this Agreement in equity, including the right to demand specific performance by any other party of the terms hereof or to seek to enjoin any other party from breaching their duties hereunder. Any failure by a party to exercise any right, power or privilege granted herein shall not constitute a waiver of such right, power or privilege.

8. The parties agree that unless and until a definitive agreement regarding the Project has been executed, neither party will be under any legal obligation of any kind with respect to the Project by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further agree that they each reserve their right, in each party's own discretion, to reject any and all proposals made by the other with regard to a transaction between them, and to terminate discussions and negotiations regarding the Project at any time.

9. It is acknowledged that each party may invest in, acquire or enter into business transactions with enterprises which may compete with the other party, and nothing in this Agreement shall prohibit such transactions, provided that the Confidential Information is not utilized in connection therewith.

10. This Agreement shall be governed by, and enforced under, Maryland law, without regard to its conflict of law provisions.

11. This Agreement constitutes the entire understanding between the parties with respect to the Confidential Information. No amendment or modification of this Agreement shall be valid or binding on a party unless made in writing and executed on behalf of each party. Neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by a party without the written consent of the other, and any such purported assignment or delegation without such consent shall be null, void and without effect.

12. All provisions of this Agreement are severable, and any provision of this Agreement found by a court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision of the Agreement. To the extent legally permissible, the parties will replace any illegal, invalid or unenforceable provision of the Agreement with a valid provision that will implement the intended purpose of the illegal, invalid or unenforceable provision.

13. The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of their respective organizations. This Agreement may be executed in several counterparts and by means of telecopied signature pages, each of which when executed and delivered shall be regarded as an original.

AGREED TO AND ACCEPTED

THIS _____ DAY OF _____, 20____

THE TAFT COMPANIES LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____