CONFIDENTIALITY AGREEMENT: #012507

To Whom it May Concern:

Ridgefield Associates, LLC dba Ridgefield Partners ("Ridgefield") is acting as advisor to **Ridgefield Client #012507** (the "Company"). In connection with your possible interest in a potential acquisition (the "Transaction") of the Company, you have requested that Ridgefield, the Company, or our respective representatives furnish you or your representatives with certain information relating to the Company or the Transaction. All such information (whether written or oral) furnished (whether before or after the date hereof) by Ridgefield, the Company, or our respective directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents (collectively, "our Representatives") to you or your directors, officers, employees, affiliates, representatives (including, without limitation, financial advisors, attorneys and accountants) or agents or your potential sources of financing for the Transaction (collectively, "your Representatives") and all analyses, compilations, forecasts, studies or other documents prepared by you or your Representatives in connection with your or their review of, or your interest in, the Transaction that contain or reflect any such information is hereinafter referred to as the "Information." The term Information will not, however, include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of this letter agreement or other obligation of confidentiality or (ii) is or becomes available to you on a nonconfidential basis from a source (other than Ridgefield, the Company, or our Representatives) not known by you to be prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation.

Accordingly, you hereby agree that:

1. You and your Representatives (i) will keep the Information confidential and will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without Ridgefield's prior written consent, disclose any Information in any manner whatsoever, in whole or in part, and (ii) will not use any Information other than in connection with the Transaction; provided, however, that you may reveal the Information or portions thereof to your Representatives (a) who need to know the Information for the purpose of evaluating the Transaction, (b) who are informed by you of the confidential nature of the Information and (c) who are directed by you to treat the Information in a manner consistent with the terms of this letter agreement. You will be responsible for any breach of this letter agreement by any of your Representatives. Without limiting the generality of the foregoing, you recognize and acknowledge the competitive value and confidential nature of the Information and that irreparable damage could result to the Company if information contained therein is disclosed to any third party in violation of this letter agreement.

2. You and your Representatives will not (except as required by applicable law, regulation or legal process, and only after compliance with paragraph 3 below), without Ridgefield's or the Company's prior written consent, disclose to any person the fact that the Information exists or has been made available, that you are considering the Transaction involving the Company, or that discussions or negotiations are taking or have taken place concerning the Transaction or involving the Company or any term, condition or other fact relating to the Transaction or such discussions or negotiations, including, without limitation, the status thereof or the subject matter of this letter agreement.

3. In the event that you or any of your Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Information or the fact that the Information exists or has been made available, that you are considering the Transaction involving the

Company, or that discussions or negotiations are taking or have taken place concerning the Transaction or involving the Company or any term, condition or other fact relating to the Transaction or such discussions or negotiations, including, without limitation, the status thereof or the subject matter of this letter agreement, you will notify Ridgefield and the Company promptly (unless prohibited by law) so that we may seek an appropriate protective order or other appropriate remedy or, in our sole discretion, waive compliance with the terms of this letter agreement (and if we seek such an order, you will provide such cooperation as we shall reasonably request). In the event that no such protective order or other remedy is obtained or Ridgefield or the Company waives compliance with the terms of this letter agreement and that you or any of your Representatives are nonetheless legally compelled to disclose such Information, you or your Representatives, as the case may be, will furnish only that portion of the Information which you are advised by counsel is legally required and will give Ridgefield and the Company written notice (unless prohibited by law) of the Information to be disclosed as far in advance as practicable and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

4. If you determine not to proceed with the Transaction, you will promptly inform Ridgefield of that decision and, in that case, and at any time upon the request of the Ridgefield, the Company, or any of our Representatives, you will (i) promptly deliver to the Company at your own expense or, at your option, destroy all copies of the written Information in your or your Representatives' possession that was delivered to you by Ridgefield, the Company or our Representatives and (ii) promptly destroy all analyses, compilations, summaries, studies and other material prepared by you or your Representatives and based in whole or in part on, or otherwise containing or reflecting any of, the Information. You will confirm any such destruction to Ridgefield and the Company in writing. Notwithstanding the return or destruction of the Information, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder, and any oral Information will continue to be subject to the terms of this letter agreement.

5. You acknowledge that neither Ridgefield, the Company, nor our Representatives, nor any of our or their respective officers, directors, employees, agents or controlling persons make any representation or warranty, express or implied, as to the accuracy or completeness of the Information, and you agree that no such person will have any liability relating to the Information or for any errors therein or omissions therefrom. You further agree that you are not entitled to rely on the accuracy or completeness of the Information and that you will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to the Transaction, when, as and if executed, subject to such limitations and restrictions as may be contained therein.

6. You agree that, for a period of two years from the date of this letter agreement, you will not, without the prior written consent of Company, directly or indirectly, solicit for employment or hire any employee of the Company or any of its subsidiaries with whom you have had contact or who became known to you in connection with your consideration of the Transaction; provided, however, that the foregoing provision will not prevent you from employing any such person who contacts you on his or her own initiative without any direct or indirect solicitation by or encouragement from you. You also agree that until the earlier of (a) the consummation of a Transaction between the Company and you or (b) two years from the date of this letter agreement, you will not, without the prior written consent of the Company, us the Information to solicit or attempt to solicit any supplier, distributor, broker or customer of the Company.

7. You agree that all (i) communications regarding the Transaction, (ii) requests for additional information, facility tours or management meetings, and (iii) discussions or questions regarding procedures with respect to the Transaction, will be first submitted or directed to Ridgefield and not to the Company. **You further agree that or a period of two years following the expiration or termination of this letter agreement, you will not initiate contact with the Company for purposes of soliciting or discussing a Transaction, except through Ridgefield.** You and the Company understand and agree that no contract or agreement in respect of the Transaction shall be deemed to exist between you and the Company unless and until a written definitive agreement has been executed and delivered, and you hereby waive, in advance, any claims (including without limitation, breach of contract) in connection with the Transaction unless and until you and the Company shall have entered into a written definitive agreement. For purposes of this paragraph, the term "written definitive agreement" does not include an executed letter of intent or any other preliminary written agreement (except to the extent such documents contain explicitly binding provisions), nor does it include any written or verbal acceptance of an offer or bid. You acknowledge and agree that (a) Ridgefield, the Company, and our Representatives are free to conduct the process relating to a possible Transaction as Ridgefield, the Company, and our Representatives, in our sole discretion, determine (including, without limitation, conduct of the due diligence process, negotiating with any prospective purchaser and entering into a preliminary or definitive agreement to effect a Transaction without prior notice to you or any other person), (b) Ridgefield and the Company reserve the right, in our sole discretion, to change the procedures relating to the Company's consideration of the Transaction at any time without prior notice to you or any other person, to reject any and all proposals made by you or any of your Representatives with respect to the Transaction and to terminate discussions and negotiations with you at any time and for any reason, and (c) unless and until a written definitive agreement concerning the Transaction has been executed, neither we nor any of our Representatives will have any liability to you with respect to the Transaction or any obligation of any kind whatsoever with respect to a Transaction, whether by virtue of this letter agreement, any other written or oral expression with respect to the Transaction or otherwise.

8. You acknowledge that the Company is intended to be benefited by this Agreement and that the Company shall be entitled to enforce this Agreement and obtain for itself the benefit of any remedies that may be available for the breach hereof.

9. You acknowledge that remedies at law may be inadequate to protect the Ridgefield and Company against any actual or threatened breach of this letter agreement by you or by your Representatives, and, without prejudice to any other rights and remedies otherwise available to Ridgefield or the Company, you agree to the granting of specific performance and injunctive or other equitable relief in our favor without proof of actual damages and you further agree to waive, and to use all reasonable efforts to cause your Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this letter agreement has been breached by either party or its Representatives, then the breaching party will reimburse the other party for its costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with all such litigation.

10. You agree that no failure or delay by Ridgefield, the Company, or any of our Representatives in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right hereunder.

11. This letter agreement will be governed by and construed in accordance with the laws of the State of Washington applicable to contracts between residents of that State and executed in and to be performed entirely within that State. Each party hereto consents to personal jurisdiction in that State and voluntarily submits to the jurisdiction of the courts of that State in any action or proceeding with respect to this letter agreement, including the federal district courts located in that State. You agree that you may be served with process at your address set forth on the first page hereof.

12. This letter agreement contains the entire agreement between you and Ridgefield concerning the confidentiality of the Information, and no provision of this letter agreement may be waived, amended or modified, in whole or in part, nor any consent given, unless approved in writing by a duly authorized representative of Ridgefield, which writing specifically refers to this letter agreement and the provision so amended or modified or for which such waiver or consent is given. In the event that any provision of this letter agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this letter agreement will not in any way be affected or impaired thereby.

Please confirm your agreement with the foregoing by signing and returning to the undersigned duplicate copy of this letter enclosed herewith.

Very truly yours,

Ridgefield Partners

By: Michael Seeley

Name: Michael Seeley

Title: Partner

Accepted and agreed to as of the date first written below:

Company: _____

By: _____

Name: _____

Title: _____

Email: _____

Phone: _____

Date: _____