



_____, 2009

CAS Associates, Incorporated
7204 Glen Forest Drive, Suite 310
Richmond, Virginia 23226

RE:CONFIDENTIALITY AGREEMENT

Dear CAS Associates, Incorporated:

This is a “request” for Property Information intended solely for our own limited use in considering our pursuit of negotiations to acquire the **Property to be Named:** _____ (the “Property”). The Property Information which contains financial information pertaining to the business and affairs of the Property, has been prepared by Owner or its representatives but is not intended to be an offer for the sale of the Property. This Property Information does not purport to be all-inclusive or to contain all information, which a prospective purchaser may desire or need in evaluating the Property. Neither Owner nor CAS Associates, Incorporated make any representation or warranty, expressed or implied, as to the accuracy or completeness of this Property Information or its contents and no legal liability is assumed or implied with respect hereto.

By acknowledging our receipt of this Property Information, we agree that it is confidential; we will hold and treat it in the strictest of confidence; we will not disclose or permit anyone else to disclose this Property Information or its contents to any entity other than our own company, its officers, employees, and/or agents, without prior written authorization of CAS Associates, Incorporated; we will not permit this Property Information to be used in any fashion or manner detrimental to the interests of the Owner. Further, we understand that photocopying and/or other duplication is strictly prohibited.

We understand that the Owner expressly reserves the right at its sole discretion to reject any or all proposals or expressions of interest in the property; and to terminate discussions with us at any time with or without notice. This Property Information shall not be deemed a representation of the state of affairs of the property or constitute an indication that there has been no change in the business affairs of the Property since the date of preparation of this Property Information.

We further agree that if we do not wish to pursue, or if we wish to discontinue negotiations leading to the acquisition of the Property, we agree to return this Property Information to CAS Associates, Incorporated.

This Agreement shall be interpreted and enforced under the laws of the State of Virginia.

ACKNOWLEDGED AND AGREED:

(X) _____
Authorized Signatory

Name Printed

Company Name

Telephone Number /Email

Address