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**CONFIDENTIAL EXHIBIT A**  
**FORM OF CONFIDENTIALITY AGREEMENTS**

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Confidential Information  
Confidential Information  
(including FMCH) and  
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expressly contemplated  
containing Material Confidential Information  
which reports may be shared

3. The Monitor shall use Material Confidential Information in accordance with its obligations under the Agreement. The Monitor shall not disclose Material Confidential Information to any third party without the written consent of PURCHASER, except as may be required by law or the obligations under the Agreement.

4. Material Confidential Information is defined as information that:

- (i) is at the time of disclosure, confidential or otherwise protected by law, or the Monitor, public policy, or otherwise;
- (ii) is subsequently determined to be confidential or otherwise protected by law, or the Monitor, public policy, or otherwise;
- (iii) was known to be confidential or otherwise protected by law, or the Monitor, public policy, or otherwise;
- (iv) is developed in connection with the Agreement.

5. The nondisclosure obligation shall survive the termination or expiration of the Agreement.

6. The Monitor acknowledges that all Material Confidential Information provided to the Monitor by PURCHASER is the property of PURCHASER.

7. The Monitor acknowledges that all Material Confidential Information is the property of PURCHASER. The Monitor acknowledges that any of the terms of this Agreement shall be enforceable through (i) any other legal or equitable remedy or (ii) any other legal or equitable remedy or relief.

8. All Material Confidential Information shall be held in confidence and shall be disclosed only as required by the Commission. PURCHASER shall not be liable for any disclosure of Material Confidential Information by the Monitor upon written consent of PURCHASER.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

sed this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**R. SHERMER & COMPANY**

BY:

NAME:

Richard A. Shermer, President

**PURCHASER**

BY:

NAME:

TITLE: