

_____, 2010

VIA E-MAIL:

Company Name: _____

Attention: _____

Phone: _____

Email: _____

Dear _____:

_____ (“you”/company name)

have requested certain information from Textron Financial Corporation (“TFC”) relating to

(the “**Business**” / **Name of Property** / **Properties**) of TFC and TFC’s subsidiaries (collectively, the “**Company**”) in connection with your consideration of a possible consensually negotiated transaction with TFC regarding all or a portion of such Business (the “**Transaction**”). In consideration of your being furnished the Information (as defined below), you hereby agree as follows:

1. For purposes of this Agreement, "Information" shall mean all information (whether written or oral) pertaining to the Company, the Business or the Transaction which is furnished or has been furnished by TFC, or by any director, officer, employee, affiliate, agent, advisor or representative (including, without limitation, any financial advisor, attorney or accountant) of TFC or any subsidiary of TFC (collectively, "**TFC’s Representatives**"), to you or to your directors, officers, employees, affiliates, agents, advisors, representatives (including, without limitation, financial advisors, attorneys and accountants) (collectively, "**your Representatives**"), and all analyses, compilations, data, studies or other documents prepared by you or your Representatives containing or based on, in whole or in part, any such information or reflecting your review of the Business or the Transaction. The term "**Information**" shall not include any information which: (a) is

or becomes generally available to the public other than as a result of a disclosure by you; (b) becomes available to you on a non-confidential basis from a source other than TFC's Representatives, provided that such source is entitled to disclose the Information to you; or (c) was known to you on a non-confidential basis prior to the disclosure thereof to you by TFC or TFC's Representatives.

2. Subject to Paragraph 4 below, you and your Representatives (i) will keep the Information confidential and will not, without TFC's prior written consent, disclose any Information in any manner whatsoever, and (ii) will not use any Information other than in connection with the Transaction; provided, however, that you may reveal the Information 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 agree to act in accordance with the terms of this Agreement. You will cause your Representatives to observe the terms of this Agreement, and you will be responsible for any breach of this Agreement by any of your Representatives.

3. Subject to Paragraph 4 below, you and your Representatives will not, without TFC's prior written consent, disclose to any person or entity the fact that the Information exists or has been made available to you, that you are considering the Transaction or that you have engaged in discussions concerning the Transaction or any term, condition or other fact relating to the Transaction.

4. 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, you will notify TFC promptly so that TFC may seek a protective order or, in TFC's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that TFC waives compliance with the terms of this Agreement, you will furnish only that portion of the Information which you are advised by counsel is legally required to be disclosed and will exercise your best efforts to obtain reliable assurance that confidential treatment will be accorded any Information so furnished.

5. If you determine not to proceed with the Transaction, you will promptly inform TFC of that decision and, in that case, and at any time upon the request of TFC or any of TFC's Representatives, you will promptly (i) destroy or deliver to TFC at your own expense the original and any copies of the Information in your or your Representatives' possession and (ii) confirm to TFC in writing that you have destroyed or returned all such Information.

6. You acknowledge that neither TFC nor any of TFC's Representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Information, and neither TFC nor any of TFC's Representatives shall have any liability to you or your Representatives resulting from the use of, or reliance upon, the Information by you or your Representatives. Only those representations and warranties that may be made to you in a definitive agreement, if any, executed in connection with the Transaction, subject to such limitations and restrictions as may be contained therein, shall have any legal effect.

7. You agree that, for a period of two years from the date of this Agreement, you will not, directly or indirectly, solicit for employment or hire any employee of the Business with whom you have had contact or who became known to you in connection with your consideration of the Transaction.

8. You agree that, until the earlier of (i) the consummation of the Transaction by you or another purchaser or (ii) TFC's decision to terminate its efforts to sell the Business, you will not initiate or maintain contact (except for contacts made in the ordinary course of business) with any officer, director or employee of the Business regarding the business, operation, prospect or finances of the Business, except with the written consent of TFC. You further agree that, unless otherwise directed by TFC, all (a) communications regarding the Transaction, (b) requests for additional information or management meetings, and (c) discussions or questions regarding procedures with respect to the Transaction, will initially be submitted or directed to Jerry Hinckley of TFC (770-360-1443; jhinckley@textronfinancial.com) or a designated property representative.

9. You acknowledge and agree that (a) TFC and TFC's Representatives are free to conduct the process leading up to a possible Transaction as TFC and TFC's Representatives, in their sole discretion, determine (including, without limitation, by negotiating with any prospective buyer and entering into a preliminary or definitive agreement without prior notice to you or any other person), (b) TFC reserves the right, in its sole discretion, to change the procedures relating to TFC'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 regard 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 TFC nor any of TFC's Representatives will have any liability to you with respect to the Transaction, whether by virtue of this Agreement, any other written or oral expression with respect to the Transaction or otherwise.

10. You acknowledge that remedies at law may be inadequate to protect TFC against any actual or threatened breach of this Agreement by you or by your Representatives, and, without prejudice to any other rights and remedies otherwise available to TFC, you agree that TFC shall be entitled to injunctive relief in the event you or any of your Representatives breach or threaten to breach this Agreement.

11. You agree that no failure or delay by TFC in exercising any right, power or privilege 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, power or privilege hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without reference to its conflicts of law principles.

13. This Agreement contains the entire agreement between you and TFC concerning the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding upon you or TFC unless approved in writing by both parties.

14. You agree that this Agreement shall be enforceable directly by TFC and that TFC's rights under this Agreement may be assigned by TFC to any of its affiliates or to any purchaser of the Business.

15. You are aware, and you will advise your Representatives of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person or entity who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

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

Very truly yours,

Textron Financial Corporation

By: _____

Accepted and Agreed as of the date first written above:

Company name: _____

Signature: _____

Name: _____

Title: _____

Email: _____

Phone: _____