



## CORPORATE OVERVIEW



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## CORPORATE SUMMARY

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Founded in 2010, Garrison Woodcrafters is an architectural woodworking company that specializes in custom millwork and casework for both residential and commercial construction.

Garrison provides full service millwork contracting services with a focus on custom designs where thorough coordination and attention to detail is required to meet the needs of discerning owners, general contractors, builders, and architects. Garrison manages all aspects of the millwork process - from estimating, value engineering, design, engineering/detailing, fabrication, and finishing to field installation - with exceptional attention to detail in order to deliver the finest of finish products.



Our scope of work can encompass anything from specialty reclaimed ornate ceiling and beams to paneled rooms, stair work and various specialties. Recent projects include the upscale Loews Annapolis Hotel, Sterling Estates Assisted Living facility in Marietta, WellStar East Cobb Health Park and STK Restaurant.

*The more challenging and complex the scope of work, the better fit for Garrison Woodcrafters.*





## CORPORATE SUMMARY

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**RONNIE LIPPERT**  
Principal

In May of 2010, Ronnie Lippert formed Garrison Woodcrafters, LLC as a full service millwork company. As the managing principal, Ronnie is responsible for all operations of the company.

Prior to forming Garrison Woodcrafters, Ronnie was a partner at Specialty Millwork (a joint venture of a millwork construction management company and a supplier specializing in antique, reclaimed lumbers). Specialty Millwork was employed in the renovation of the Cloister Hotel in Sea Island, Georgia to perform a \$5 million millwork subcontract. Ronnie managed the on site facilitating, fabrication and installation of decorative ceilings, hardwood flooring, cabinetry, carved furniture, interior doors, and paneling.

After the Cloister Hotel completion, Ronnie continued working in the millwork industry with Vintage Interiors (one of the JV partners). Ronnie served as a senior project manager with responsibilities that included sales, estimating, and financial forecasting as well as management and field supervision for several large millwork projects (both commercial & residential).

Ronnie has been employed in the Construction Industry for over twenty years. He graduated with a Bachelor of Science degree in Building Construction from Georgia Institute of Technology in March of 1993 and accepted his first full time position as a Quality Engineer for CSW Development (a subsidiary of a Texas utility company). In this role, Ronnie worked on the construction of a power plant in Lakeland, Florida.

After returning to Atlanta, Ronnie accepted a position with the Batson-Cook Company (who he had formerly worked for during a summer internship). Ronnie gained experience serving in several different roles during his tenure with Batson-Cook including field engineer, estimator, office engineer, assistant project manager, and field superintendent.

After completing the Chateau Elan hotel project in time for the 1996 Summer Olympics, Ronnie left Batson-Cook to join the Atlanta office of Brasfield & Gorrie General Contractors. Here he advanced to a project management position and worked on several hospitality-type facilities with an intensive focus on finishes and millwork. These projects included the Atlanta Athletic Clubhouse renovation and the new construction of a golf clubhouse for the Piedmont Driving Club. Ronnie was also the chief field engineer at the Georgia Aquarium.

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## CORPORATE SUMMARY

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**STEVE JAWORSKI**  
Preconstruction Manager

Steve Jaworski has over 20 years of experience in design, estimating and project management and holds a B.S. in Design from the College of Architecture at Clemson University. He specifically has spent many years in millwork including building his own furniture.

For Garrison, Steve manages the entire preconstruction process, analyzes scope and pricing of various subcontractors and vendors/suppliers, maintains the estimating calendar with bid dates (both commercial & residential), selects projects to bid, and prepares final proposals.

Steve also performs on-screen take offs of all millwork items and quantifies scope within our estimating spreadsheet. After a project has been awarded, he acts as preconstruction liaison for the project management team during the preconstruction and construction phase. Steve is also verse in CAD and generates detailed cut bills to assist in buy-out.



**TONY MAIMO**  
Assistant Project Manager

Tony Maimo graduated from Southern Polytechnic State University with a B.S. in Architecture and a Masters in Construction Management. Prior to joining Garrison, Tony spent several years as an architect intern at Wakefield Beasley & Associates where he assisted in design development for high-end residential homes. He constructed physical models for clients and researched and selected materials for interior finishes.

For Garrison, Tony manages projects while under construction, develops budgets from estimate to buy-out of all various millwork items, analyzes scope and pricing of subcontractors and vendors/suppliers, manages sub and vendor selection, writes subcontracts and purchase orders, coordinates the various subs/vendors during the installation process and maintains installation schedule.

Tony works in CAD and generates engineering drawings and detailed cutbills. He also manages the financial aspect of the projects during construction including job costing/invoicing, billings and pay applications and change order pricing.

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## PROJECT PORTFOLIO

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# LOEWS ANNAPOLIS HOTEL

Annapolis, Maryland

## BACKGROUND

Redesign and renovation of the hotel lobby, expanded fitness center, additional guestroom and the West Kitchen & Tavern restaurant. Garrison Woodcrafters was contracted to fabricate and install oak paneling, reclaimed heart pine beams, custom cabinetry and moldings.

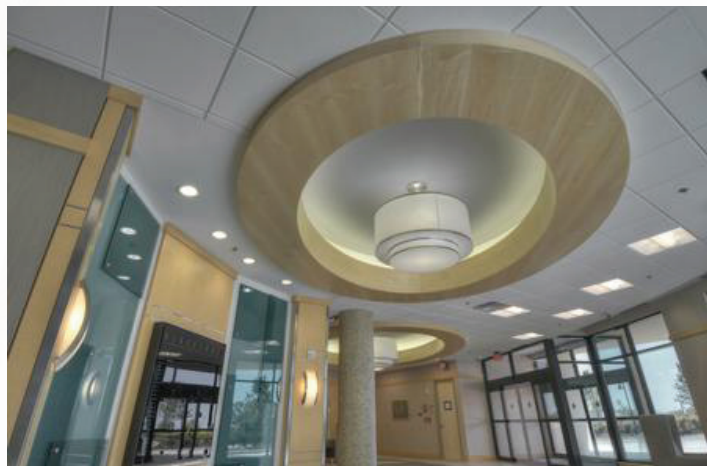
*Contract Value: \$380,000*

*Completion: March 2012*

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## PROJECT PORTFOLIO

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# KENNESTONE OUTPATIENT PAVILION

Marietta, Georgia

## BACKGROUND

A brand new medical office building within the Kennestone Hospital campus in Marietta, Georgia. Garrison Woodcrafters was contracted to fabricate and install the elliptical shaped soffits throughout the lobby of the building. A natural maple veneer with a clear finish was used for the ellipses.

*Contract Value: \$36,000*

*Completion: April 2011*

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## PROJECT PORTFOLIO

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# STERLING ESTATES

Marietta, Georgia

## BACKGROUND

Senior/Assisted living community featuring a 96,000 sf main building that holds 90 suites as well as spacious gathering areas, dining areas, beauty salon and 5,000 sf Wellness Center. Garrison Woodcrafters provided custom cabinetry and moldings throughout the main building.

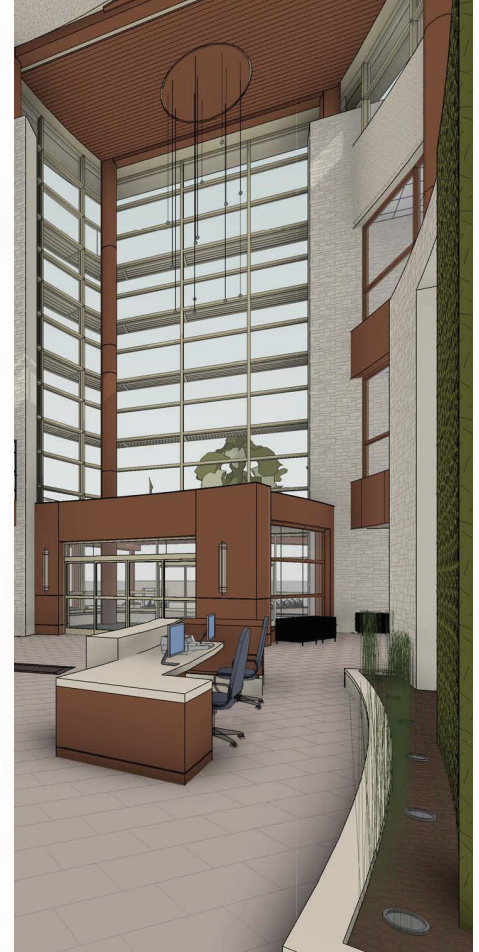
*Contract Value: \$316,000*

*Completion: April 2011*

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## PROJECT PORTFOLIO

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# WELLSTAR EAST COBB HEALTH PARK

Marietta, Georgia

### BACKGROUND

A three-story, 162,000 sf health care park that includes an urgent care center, medical imaging facility, pharmacy, sleep and physical therapy centers. Garrison Woodcrafters provided veneer paneling, custom cabinetry and moldings.

*Contract Value: \$380,000*

*Completion: August 2014*

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## PROJECT PORTFOLIO

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# PRIVATE RESIDENCE

Atlanta, Georgia

## BACKGROUND

Garrison Woodcrafters supplied & installed custom sapele moldings and radius casings, fabricated & installed custom walnut treads & risers.

*Contract Value: \$150,000*  
*Completion: December 2010*

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## PROJECT PORTFOLIO

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# STK RESTAURANT

Atlanta, Georgia

## BACKGROUND

STK - Atlanta is a hip, upscale restaurant in the Midtown area of Downtown Atlanta. Garrison Woodcrafters was contracted to fabricate & install specific millwork items including cabinetry, rosewood veneer paneling and various moldings.

*Contract Value: \$26,000*  
*Completion: January 2012*

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## PROJECT PORTFOLIO

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# KENNESTONE CAFE

Marietta, Georgia

## BACKGROUND

This project consisted of a new retail restaurant within the Kennestone Hospital campus. The millwork scope consisted of custom maple veneer ceiling beams and paneling and trim, decorative acrylic panels, plastic laminate cabinetry and solid surface countertops.

*Contract Value:* \$169,000

*Completion:* February 2012

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## PROJECT PORTFOLIO

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# 77 12<sup>TH</sup> STREET

Atlanta, Georgia

### BACKGROUND

316 unit luxury high-rise apartment building in the heart of midtown. Garrison Woodcrafters provided veneer paneling, custom cabinetry and moldings in the residence lobby, sports lounge, cyber cafe and skyline viewing room.

*Contract Value:* \$179,000  
*Completion:* September 2013

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## PROJECT PORTFOLIO

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# PRIVATE RESIDENCE

Atlanta, Georgia

## BACKGROUND

Garrison Woodcrafters fabricated and installed custom built-up oak beams and moldings in the porch.

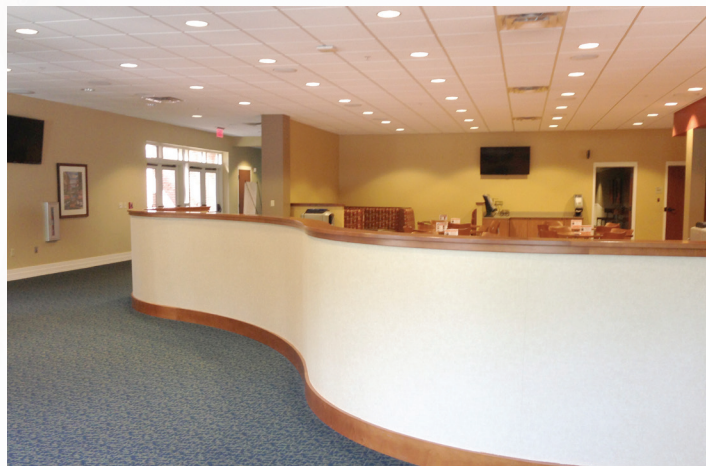
*Contract Value: \$7,500*

*Completion: August 2013*

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## PROJECT PORTFOLIO

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# MOUNT PARAN CHURCH CAFE

Atlanta, Georgia

## BACKGROUND

Garrison Woodcrafters provided veneer paneling, custom cabinetry and moldings for the cafe.

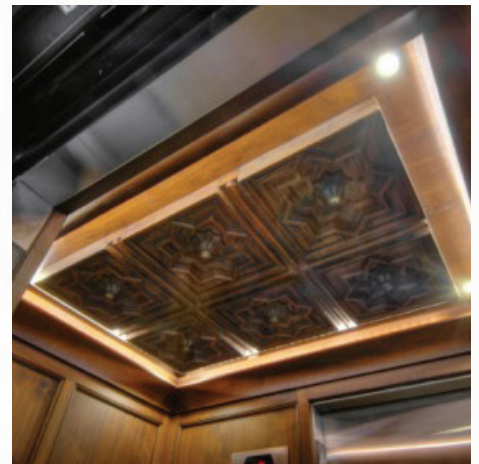
*Contract Value: \$63,000*

*Completion: May 2012*

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## PROJECT PORTFOLIO

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# PRIVATE RESIDENCE

Amelia Island, Florida

## BACKGROUND

A private residence within the Amelia Island Plantation south of Jacksonville, Florida. Fabricated and installed decorative wood ceilings and beams, paneled rooms and cabinetry. The beautiful full height paneling in the dining room is book-matched sequenced with river recovered cypress veneer. The entire room's paneling was specifically sliced from one single log.

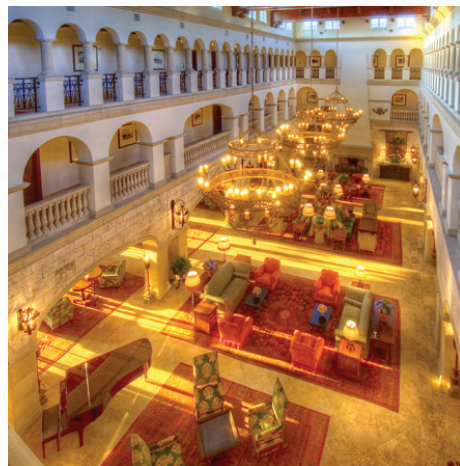
*Contract Value: \$955,000*

*Completion: August 2013*

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## PROJECT PORTFOLIO

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# THE CLOISTER HOTEL

Sea Island, Georgia

## BACKGROUND

This world renowned luxurious hotel was completely renovated with ornate ceilings of river recovered cypress ceiling panels and moldings with pecky cypress beams. New exquisite paneled rooms were fabricated with river recovered cypress and cabinetry of reclaimed heart pine.

*Contract Value: \$5,000,000*

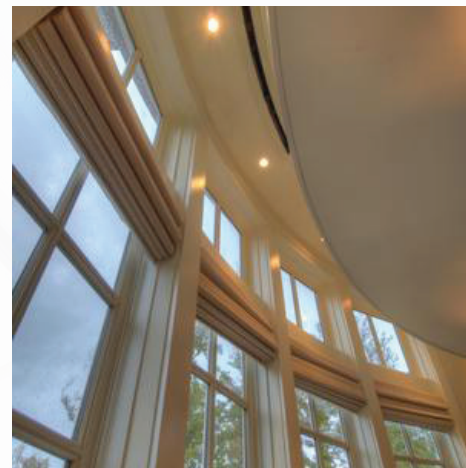
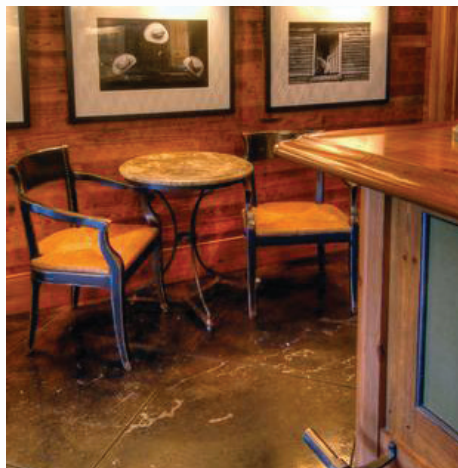
*Completion: August 2006*

*This project was completed by Ronnie Lippert prior to his tenure at Garrison Woodcrafters*

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## PROJECT PORTFOLIO

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# THE HIL RESTAURANT AT SERENBE

Palmetto, Georgia

## BACKGROUND

The Hil is an award winning restaurant within the sustainable living community of Serenbe located in Palmetto, Georgia. The bar area has decorative wood ceiling trusses, cabinetry and wall paneling, all fabricated with reclaimed heart pine. The dining room has reclaimed heart pine flooring and a variety of radius painted panels and moldings.

*Contract Value: \$354,000*

*Completion: September 2007*

*This project was completed by Ronnie Lippert prior to his tenure at Garrison Woodcrafters*

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## ESTIMATING BACKLOG

PROJECT NAME	ARCHITECT	CONTRACTOR/BUILDER	CONTRACT/BID AMOUNT	BID DATE	LUMBER SPECIES	SCOPE
Nelson Library - Atlanta Country Club	Chapman Coyle Chapman Architects	Brasfield & Gorrie	\$19,750	08/08/13		
Hood Residence (Palmetto Bluff, SC)	Bates Corkern	J T Turner Construction	\$191,686	09/24/13	Reclaimed Oak	Timber Beams, flooring, paneled room
WellStar Vinings Health Park	CDH Partners	Brasfield & Gorrie	\$2,305,000	08/23/13		Cabinetry, Paneling, Running Trims
Retreat at Blue Ridge (ON HOLD)	R Design Works	Integra Construction	\$828,081	11/21/13		
Sea Island Hotel (Sea Island, GA)	Hart Howerton Architects	Integra Construction	\$776,242	12/11/13		
WellStar Cherokee Health Park	CDH Partners	Brasfield & Gorrie	\$2,511,000	12/19/13		Cabinetry, Paneling, Running Trims
Mercer Mills Plantation (Albany, GA)	G P Schafer Architects	J T Turner Construction	\$772,763	01/24/14	Western Red Cedar	EXTERIOR ONLY (Moldings, siding, decking, etc)
One Museum Place	Mark Scoggin Merrill Elam	Brasfield & Gorrie	\$450,000	03/12/14		
Georgia Highland College (ON HOLD 2016)	Stanley Beaman & Sears Architects	Juneau Construction	\$752,672	3/13/2014 Rev		
National Village (Reynolds Plantation)	Chapman Coyle Chapman	Brasfield & Gorrie	\$276,855	4/15/2014 Rev	SY Pine, Cedar	Wall Paneling, Bar, Built-Up Beams, Trims
Seventh Midtown Condominiums	Lord Aeck & Sargent	Brasfield & Gorrie	\$271,638	4/17/2014 Rev	MDF (PG), Maple	Wall Paneling, Front Desk, Primed Trims
Clark Residence (Built-Up Beams)	Donnelly	The Macallan Group	\$3,240	04/21/14	Pine	Built-Up Beams
Henderson Beach Resort Hotel	Cooper Carry Architects	DPR / Hardin	\$2,418,051	04/28/14	Poplar (PG), Maple	Paneling, Ceiling, Beams, Cabinetry, Trims
Solis Downwood (Amenity Areas)	Cooper Carry Architects	Brasfield & Gorrie	\$221,500	5/5/2014 Rev	Poplar (PG), Recl H Pine	Paneling, Stairs, Beams, Cabinetry, Trims
Meunier, Carlin, and Curfman, Ponce Market	Veenendaal Cave	Balfour Beatty	\$139,115	05/09/14	TBD	PLAM Cabinets and Serveries, Lockers, Quartz
Cay Library (Savannah, GA)	Sottile & Sottile	JTT Construction	TBD			TBD
Seacrest Associates, Savannah, GA	Felder and Associates	JT Turner Construction	\$85,734	05/16/14	Poplar (PG)	Reception Desk, PLAM Cabinetry, Running Trims
Ronald McDonald House, Sandy Springs, GA	Perkins and Will	Brasfield & Gorrie	\$701,846	05/23/14	Poplar (PG)	Prefin Wall Paneling, PLAM Cabinetry, Running Trims
Sea Island Lodge, Woodbine, GA	Summerour Associates	JT Turner Construction	\$1,052,538	05/28/14	Reclaimed Ced., Cyp., Hpine	Wall/Clg Panel, Siding, Posts, Rails, Cabinetry
VeriStor, Duluth, GA	Collins Cooper Carusi Architects	Brasfield & Gorrie	\$350,612	06/04/14	TBD	Veneer Paneling, PLAM Cabs, SS Tops, 3Form
Wakefield Beasley Interiors, Alpharetta, GA	Wakefield Beasley	Brasfield & Gorrie	\$224,341	06/10/14	Ash Veneer Ply, Poplar	Veneer Paneling, PLAM Cabs & Tops, Window Case
Cinopolis, Jupiter, FL	CTSM Architects	Hansel Phelps	\$363,497	06/13/14	PLAM	Box Office, Bar, Concession Casework, Wall Paneling
Ennis Residence Pool House, Brookhaven, GA	Harrison Design Associates	Bildon Construction	\$21,610	06/18/14	Cypress	Solid Rough Beams, T&G Ceiling, Corbels
Atlanta Fitness, Carrollton, GA	Hill Foley Rossi Associates	Morgan Contractors	\$608,778	06/26/14	Cedar, Pine	Solid Rough Cedar Beams, Cedar & Pine Trim
Wells Frederica Residence, GA	TS Studios	Rob Marett	TBD	07/03/14		
Hines Residence, Atlanta, GA	Ryan Duffey	Macallan	\$319,284	07/08/14	Heart Pine, RR Cypress	Flooring, Steps, Casework, Trims, Solid Beams
Oaks of Athens ALF, GA	Foley Design Associates	Brasfield & Gorrie	\$564,910	07/09/14	TBD	PLAM and Stained Casework, PG trims
Georgetown Cupcake, Atlanta, GA	Greenberg Farrow	Balfour Beatty	\$113,357	07/09/14	Poplar, Maple	PG Casework, PG Interior Storefront Trim
Cornerstone Prep, Acworth, GA	R Design Works	Integra Construction	\$737,295	7/10/2014 Rev	Poplar	PG Coffered Ceilings, PG Trim, PLAM Casework
60 11th Street	Rule Joy Trammell Rubio	Brasfield & Gorrie	TBD	07/11/14	Poplar	Common Corridor and Unit Running Trims
Cleveland Residence, Atlanta, GA	Ryan Duffey	K2	TBD	07/16/14		
U of Alabama Baseball Stadium, AL	Davis Architects	Juneau	\$513,500	07/16/14		
DPR / Hardin Office Renovation, GA		DPR / Hardin	TBD	07/16/14		
Ridgeview Institute Cottage F, Smyrna, GA		Brasfield & Gorrie	TBD	07/17/14		
		<b>TOTAL</b>	<b>\$17,594,895</b>			



## COMPETITIVE ADVANTAGES

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Garrison WoodCrafters has a unique set of competitive advantages that distinguish it from other millwork subcontractors.

### RELATIONSHIPS

Ronnie Lippert has spent two decades building relationships and trust with various general contractors in the Southeast. His strongest relationships are with Brasfield & Gorrie where he started his career. Garrison has performed multiple projects for Brasfield over the years and with Brasfield's continued growth and recent selection as the lead GC to build the Braves stadium, Ronnie's relationships will continue to provide at place at the table for any millwork scope being bid out by Brasfield.

### EXPERIENCE

As outlined in his bio, Lippert has extensive experience in specialty millwork including responsibility for marquee projects such as the Cloister at Sea Island. He also maintains a network of suppliers, general contractors, and architects across the southeast.

### OPPORTUNITY

Garrison Woodcrafters' greatest competitive advantage is our ability to source and generate work from our deep reservoir of relationships with large commercial general contractors, architects and high-end residential builders. Our greatest corporate opportunity is to find a way to lower our costs of goods sold by decreasing our production costs.

Garrison has outsourced shop drawings, fabrication, finishing and installation since the inception of the company. As a start-up company, this model worked well by keeping operating expenses and the overall capital investment required to run the business, relatively low. We have grown the business to a critical mass where it is evident that in order to take this company to the next level we need to partner with a company that has a shop in place to execute the volume and type of work that we are currently pursuing.

Our goal is to identify a complimentary partner whereby combining our operations we create synergies that will benefit both parties.

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### ATTENTION TO DETAIL

Complicated millwork scopes of work on major projects with tight deadlines require a tremendous amount of focus and attention to detail. Garrison's project management expertise honed over Lippert's two decades in the industry are critical to a successful outcome – on time and within budget.

### REPUTATION

Over the past four years, Garrison has developed a reputation for taking on complicated projects and completing them with a high level of quality and at a competitive price.

### SUPPLIER RELATIONSHIPS

In addition to his relationship with general contractors and architects, Lippert has developed excellent working relationships with millwork suppliers across the country – particularly with respect to sources of specialty re-claimed lumber.



## FINANCIAL SUMMARY

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- Over the past three years Garrison Woodcrafters has averaged \$725,000 annually in revenue while maintaining a gross profit margin of 19.11%.
- Revenues for 2014 ending Q2 were \$625,000 with expected annual revenues for 2014 to exceed \$1.2 million.
- Garrison currently has a backlog in excess of \$1 million of work under contract (yet to completed).
- Garrison has an estimating backlog in excess of \$15 million of work and we feel confident that we will convert 15%-20% of this work into contracts.

### INCOME STATEMENT

From 7/1/2011 Through 6/30/2014

#### REVENUE

4010	Commercial Revenue	\$2,185,903.01
4015	Residential Revenue	\$116,046.71
4900	Over/Under Billing Adjustments	(\$127,679.00)
	<b>Total Revenue</b>	<b><u>\$2,174,270.72</u></b>

#### DIRECT COSTS

5000	Direct Labor	\$64,081.71	2.95%
5050	Materials	\$903,228.21	41.54%
5100	Subcontractor	\$591,290.88	27.19%
5900	Other Direct Job Cost	\$194,755.30	8.96%
5920	Payroll Taxes - Direct Labor	\$5,156.92	0.24%
	Percentage Burden Allocated to Jo	\$1,202.23	0.06%
	<b>Total Job Costs Per Summary of Contracts</b>	<b><u>\$1,759,715.25</u></b>	<b>80.93%</b>

#### INDIRECT COSTS

6860	Small Tools	\$271.24	0.01%
	Less: Percentage Burden Allocated	(\$1,202.23)	-0.06%
	Over/Under Allocated Indirect Co	(\$930.99)	-0.04%
	<b>Total Costs of Construction</b>	<b>\$1,758,784.26</b>	<b>80.89%</b>
	<b>Gross Profit</b>	<b><u>\$415,486.46</u></b>	<b>19.11%</b>

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## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement") is entered into by Garrison WoodCrafters LLC ("Garrison"), a Georgia Limited Liability Company and [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] ("Company"), effective as of [ \_\_\_\_\_ ], 2014 (the "Effective Date").

### BACKGROUND

Garrison and Company (each, a "Party", and collectively, the "Parties") intend to enter into discussions concerning a possible business arrangement (the "Possible Business Arrangement"). In connection with those discussions, Garrison may disclose certain confidential and proprietary information and materials to the Company. The Parties wish to enter into this Agreement to provide for the disclosure of that confidential and proprietary information and to restrict the use and disclosure of that information by the Company.

In consideration of the Possible Business Arrangement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information.

(a) "Confidential Information" shall include the following: (i) all information and materials that are identified in writing as confidential or proprietary at the time of disclosure, (ii) all information and materials disclosed orally and identified in writing as confidential or proprietary within thirty (30) days following the initial date of disclosure of such information, and (iii) all business plans, strategies, concepts, analysis, models, proposals; potential service or product offerings; marketing materials; lists of prospective customers or investors; pricing information; vendor information; customer information (including customer names and addresses, contact persons, and sales and business information); financial information and reports; confidential and proprietary information of a third party that is in the possession of Garrison; employee and contractor data; training materials; the existence and terms of this Agreement; the existence and substance of the discussions between Garrison and Company concerning the Possible Business Arrangement and any proposed terms of that Possible Business Arrangement; and the business structure of any program, service or product offered by Garrison.

(b) Notwithstanding the above, Confidential Information shall not include information which:

- (i) is rightfully known or possessed by the Company at the time of its disclosure to the Company;
- (ii) is publicly known at the time of disclosure to the Company;
- (iii) is subsequently received by the Company from a third party that is permitted to disclose such information;
- (iv) subsequently becomes publicly known without violation of this Agreement; or
- (v) is independently developed without reference to the Confidential Information.

2. Limitations on Use. Confidential Information must be used by the Company only in connection with analysis of, and discussions concerning the Possible Business Arrangement with Garrison as contemplated in the Background statement, or as directed in writing by Garrison. The Company must not use Confidential Information at any time, in any fashion, form or manner, for any other purpose.

3. Limitations on Disclosure. The Company will use the same measures to protect the confidentiality of the Confidential Information that it uses to protect the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Company will take (and will cause its employees and agents to take) commercially reasonable steps required to avoid inadvertent disclosure of Confidential Information in the Company's possession.

4. Access to the Confidential Information. Access to the Confidential Information must be restricted to personnel of the Company engaged in the analysis and discussions concerning the Possible Business Arrangement with Garrison as contemplated in the Background statement. The Company will furnish access to the Confidential Information to its employees and third party contractors solely on a need-to-know basis. The Company will ensure that its employees and third party contractors given access to the Confidential Information are bound by nondisclosure obligations similar to the

obligations of this Agreement in all material respects. The Company will maintain a list of its employees, third party contractors, and/or agents who have been furnished access to the Confidential Information.

5. Unauthorized Acts. Without limiting the rights of Garrison regarding a breach by the Company of its obligations hereunder, the Company shall:

- (a) promptly notify Garrison in writing of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any person or entity that may become known to the Company;
- (b) promptly furnish to Garrison full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist Garrison in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) cooperate with Garrison, at its expense, in any litigation and investigation against third parties deemed necessary by Garrison to protect its proprietary rights; and
- (d) promptly use its best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.

6. Ownership of Confidential Information: No Licenses. Confidential Information disclosed by Garrison to the Company will at all times remain the property of Garrison. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement.

7. Copies of Confidential Information. Confidential Information may not be copied or reproduced by the Company without Garrison' prior approval.

8. Return of Confidential Information. All Confidential Information made available under this Agreement, including copies of Confidential Information, must be returned to Garrison upon the termination of discussions concerning the Possible Business Arrangement between the Parties, or, upon the request by Garrison.

9. Binding Agreement. This Agreement is and will be binding upon the Parties and each of their respective parents, affiliates and subsidiaries, and upon their respective heirs, successors, representatives and assigns.

10. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, without giving effect to the state's conflict of law provisions.

11. Equitable Remedies. The Parties recognize that serious injury could result to Garrison and its business if the Company breaches its obligations under this Agreement. Therefore, the Company agrees that Garrison will be entitled to a restraining order, injunction or other equitable relief if the Company breaches its obligations under this Agreement, in addition to any other remedies and damages that would be available at law or equity.

12. Compelled Disclosures. If the Company receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, the Company must promptly notify Garrison and tender to it the defense of that demand. Unless the demand has been timely limited, quashed or extended, the Company will thereafter be entitled to comply with such demand to the extent required by law. If requested by Garrison, the Company will cooperate in the defense of a demand.

12. No Use of Names. The Company may not use the name or logo of Garrison or any of its affiliates, or any abbreviation or adaptation thereof, in any advertising, trade display, or published statement or press release, or for any other commercial purpose, without the prior written consent of Garrison (in its sole discretion). The fact that the Parties are engaged in discussions concerning a Possible Business Arrangement, and the terms of those discussions, is Confidential Information and may not be disclosed by the Company for any purpose.

13. Non-Solicitation of Customers. The Company acknowledges that, as a result of its engagement with Garrison, Garrison may introduce or provide the Company with access to its existing or prospective customers whose relationships

with Garrison have been developed at considerable time, effort, and expense and are highly valuable to Garrison. For the period of time that Company is engaged by Garrison, and for a period of two (2) years after the termination or expiration of this Agreement, the Company agrees that it will not directly or indirectly solicit, entice, induce, divert, contact, call upon, communicate or attempt to communicate with any such customer of Garrison for the purpose of causing or attempting to cause such customer to (i) become a customer or client of the Company or any other person, firm, company or entity engaged in the Same or Similar Business as Garrison, or (ii) cease or limit doing business with Garrison. For purposes of hereof, the “Same or Similar Business” as Garrison means the development, marketing, sale or distribution of services that compete with those provided by Garrison.

14. Term; Survival of Obligations. This Agreement will terminate upon the termination of discussions between the Parties concerning the Possible Business Arrangement or, if a business arrangement is entered into, upon termination of the business arrangement. Following termination or expiration of this Agreement, the obligations of the Company under this Agreement with respect to the Confidential Information will continue in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (ii) in the case of any other information or materials, for a term of five (5) years from the date of disclosures.

15. Interpretation. The following rules of interpretation must be applied in interpreting this Agreement: (a) the headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement, (b) as used in this Agreement, the term “including” will always be deemed to mean “including, without limitation,” and (c) this Agreement shall not be construed against either Party as the drafter

16. No Commitment. Nothing in this Agreement will constitute a commitment by either Party to develop or disclose any information or materials, including any Confidential Information, or to acquire or recommend any product, service or asset of the other Party. The provision of Confidential Information to the Company as contemplated under this Agreement and discussions held in connection with the Possible Business Arrangement between the Parties will not prevent either Party from pursuing similar discussions with third parties or obligate either Party to continue discussions with the other Party, nor will either Party otherwise be obligated to take, continue or forego any action with respect to the Possible Business Arrangement. Garrison makes no warranty as to the accuracy or completeness of any information or materials provided in connection with this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior discussions and agreements, either oral or written, relating to the subject matter of this Agreement.

Agreed and Accepted:  
[GARRISON]

Agreed and Accepted:  
[COMPANY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date