STOCKHOLDERS AGREEMENT

This Agreement is made this day of , 20\_\_, by and between

 and , all of whom may collectively be referred to as the "Stockholders"; and , a Virginia corporation (hereinafter referred to as the "Corporation"); and such other persons or entities who acquire stock or other securities of the Corpora­tion and become parties to this Agreement by signing a counterpart hereof.

WHEREAS, the Stockholders constitute all of the subscribers of the Corporation's voting shares; and

WHEREAS, the parties desire to enter into an Agreement for the more perfect and orderly administration of the Corporation; and

WHEREAS, this Agreement is in the best interests of the Stockholders and the Corporation;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. EFFECTIVENESS AND TERMINATION.

This Agreement shall be effective upon its execution and shall continue in effect as long as any of the Stockholders continue to own shares in the Corporation or until this Agreement is canceled in a writing signed by all of the Stockholders.

II. DIRECTORSHIPS.

A. Number of Directors. The Corporation's Board of Directors shall consist of ( ) directors unless any Stockholder resigns or is removed from his directorship in accordance with this Agreement in which case the number of directors shall be the number of stockholders

remaining on the Board of Directors. The number of directorships shall not otherwise be reduced or increased unless unanimously agreed upon by the Stockholders.

B. Appointment of Directors. Each of the Stock­holders shall vote his shares so as to nominate and elect each of them to the Board of Directors at any meeting at which a vote for the nomination and election of directors is taken.

C. Appointment of Officers. As directors, the Stock­holders agree to nominate and appoint as Presi­dent, as Vice Presi­dent, as Secretary and as Treasurer, until such time as these individuals may resign or be removed in accordance with this Agree­ment.

III. RESTRICTIONS UPON THE ISSUANCE OF CAPITAL STOCK.

A. Capital Stock. The Corporation's capital stock consists of ( ) shares of authorized common stock having a par value of Dollar ($ ) per share ("Capital Stock"). Such Capital Stock shall not be increased or decreased unless unanimously agreed upon by the Stockholders.

B. Restriction. No portion of the Capital Stock whether unissued or held in treasury, shall be issued or transferred to any person, including the Stockholders, or to any entity unless the Stockholders unanimously agree in writing upon all of the following: (i) the person or entity to whom such Capital Stock is to be issued; (ii) the number of shares of Capital Stock to be issued or transferred to such person or entity; (iii) the price per share or other consider­ation to be paid by such person or entity in exchange for such shares of Capital Stock; and (iv) whether or not such person or entity shall be required to become a party to this Agreement.

C. Issuance of Stock. The Stockholders agree that each of them shall receive stock in exchange for cash or other property as follows:

1. Capital Contributions.

On or before the date of execution hereof, the Stockhold­ers shall contribute cash or other property as follows:

a. shall contribute Dollars ($ ) cash, and shall contribute an additional ($ ) cash, payable in installments of ($ ) cash in day intervals from the date of execution hereof, in exchange for ( ) shares of the Corporation's capital stock upon payment of the final installment.

b. shall contribute Dollars ($ ) cash, and shall contribute an additional ($ ) cash, payable in installments of ($ ) cash in day intervals from the date of execution hereof, in exchange for ( ) shares of the Corporation's capital stock upon payment of the final installment.

c. shall contribute Dollars ($ ) cash, and shall contribute an additional ($ ) cash, payable in installments of ($ ) cash in day intervals from the date of execution hereof, in exchange for ( ) shares of the Corporation's capital stock upon payment of the final installment.

2. Default.

Should any of the Stockholders fail to contribute capital in the manner and at the time provided in the preceding section, the following consequences and penalties shall apply:

a. The defaulting Stockholder shall not be entitled to receive any shares of stock to be distributed under this Agreement.

b. The defaulting Stockholder shall receive a refund of percent ( %) of the amount of the capital contributed to the Corpora­tion by that Stockholder at the time of default. The Stockholders recognize the Corporation will be damaged as a result of a default by any Stockholder and that the percent ( %) paid in shall be retained by the Corporation not as a penalty but as a fair and just approximation of actual damages.

c. Said refund of capital shall be made to the default­ing Stockholder in equal installments, the first of which shall be payable ( ) days after the date of default and the remaining installments at ( ) day intervals thereafter.

d. The shares of stock that the defaulting Stockholder would have been entitled to shall be returned to the Corporation, and said shares shall be considered authorized, unissued, and not outstanding. Any non-refunded capital contribution by the defaulting Stockholder shall be considered capital paid in excess of par, and shall inure to the benefit of the remaining Stockholders.

e. Nothing herein contained shall authorize payment to the defaulting Stockholder in contravention of state or federal law.

f. The defaulting Stockholder shall be automatically removed from the Board of Directors and any office which he holds in the Corporation.

g. The provisions of paragraphs V - VIII of this Agree­ment shall not apply to a defaulting Stockholder. The disposition of a default­ing Stockholder's stock shall be governed exclusively by this paragraph III.

IV. RESTRICTED AND UNRESTRICTED TRANSFERS.

A. Restricted Transfers. The Stockholders shall not at any time sell, assign, pledge, hypothecate or otherwise transfer to any person or entity, including the Corporation, all or any portion of his interest in the Capital Stock (including the voting rights associated therewith) whether now owned or hereafter acquired, except as otherwise provided herein.

B. Indication of Transfer Restrictions on Stock Certificates. The stock certificates of the Corporation shall be inscribed as follows:

SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR TRANSFER OF THESE SHARES IS RESTRICTED BY THE TERMS OF A STOCK­HOLDERS' AGREEMENT, A COPY OF WHICH MAY BE EXAMINED AT THE OFFICE OF THE CORPORATION.

C. Waiver of Transfer Restrictions.

1. The transfer restrictions provided in this Agreement may be waived if the Stockholders or their personal representatives file with the Corporation's Secretary a written waiver signed by them, or their personal representatives, and such waiver is approved, ratified, and affirmed by the Board of directors. Any waiver shall designate the particular transaction to which it applies.

2. Neither the failure of the Corporation or the Stockholders to exercise any purchase option under this Agreement nor any waiver of the transfer restrictions under this Agreement shall operate to discharge or waive any of the restrictions contained herein with respect to any other transfer of any Stockholder's shares.

D. Transfers in Violation. No transfer of the Corporation's shares in violation of this Agreement shall be valid, and during the continuance of any such violation, such shares shall not be: (i) transferred on the Corporation's books; (ii) entitled to vote; (iii) entitled to any appraisal rights. Such disquali­fications shall be in addition to, and not in lieu of, any other remedies, legal or equitable, available to enforce this Agreement.

E. Unrestricted Transfers. The preceding subsection A shall not apply (i) to any transfer of any Stockholder's interest in the Capital Stock to his heirs, executors, administrators, committee, guardian, or other personal representative caused solely by his death or by his mental or physical incapaci­tation; (ii) if the Capital Stock is registered under any state blue-sky or Federal securities laws; or (iii) if the Corporation is dissolved, or is placed in bankruptcy or receivership.

V. OPTIONS UPON NOTICE OF SALE, TERMINATION FOR CAUSE, OR DEATH.

A. Corporation's Option. In the event any Stockholder: (i) notifies the Corporation, in writing, of his wish to transfer all or any part of his shares; or (ii) dies, and the Corporation is the beneficiary of insufficient insurance pro­ceeds to purchase all of the decedent's shares pursuant to Section VI below, then except for any shares the Corporation must purchase pursuant to Section VI, the Corporation shall have an option for ( ) days (the "Option Period") to purchase, in whole or in part and at the price and upon the terms provided for herein, such Stockholder's shares. (The stockholder referred to in the immediately preceding sentence may hereinafter be referred to as a "Termi­nating Stockholder". Any Stockholders which are not a Terminating Stock­holder may hereinafter be referred to as a "Nonterminating Stockholder".)

B. Commencement Date of Corporation's Option. Except as pro­vided in Section VI(B)(3), the Corporation's Option Period shall commence upon the later of the following: (i) the date the Corporation receives written notice from any Terminating Stockholder desiring to transfer his interest in the Capital Stock; or (ii) the date of death of a Stockholder.

C. Exercise of Corporation's Option. The Corporation (i) may choose not to exercise its option; or (ii) may exercise its option so as to purchase all or any part of a Terminating Stockholder's shares available for purchase. On or before the termination date of the Option Period, the Corporation shall notify, in writing, the Terminating Stockholder whether or not it will exercise its option. In the event the Corporation fails to give such notice, the Corporation shall be deemed to have failed to exercise its option.

D. Nonterminating Stockholder's Option. If the Corporation does not exercise its option to purchase all of the Terminating Stockholder's shares available for purchase, then the Nonterminating Stockholders shall have a ( ) day option to purchase such shares in equal proportion to each Nonterminating Stockholder's current holdings of the shares of the Corpora­tion, at the price and terms provided for herein, which option shall commence as of the date immediately following the date the Corporation's option period lapses.

VI. CORPORATION'S PURCHASE OBLIGATION.

A. Non Approval of Third Party Transferee. If the Nonterminating Stockholder's option described in the immediately preceding paragraph lapses and all of the Terminating Stockholder's shares have not been agreed to be purchased then for ( ) days commencing with the date said option lapses, the Terminating Stockholder, or his heirs, executor, administrator, personal representative, successors or assigns may transfer all or any part of his remain­ing shares to any person or entity at any price and upon any terms as may be arranged as long as such person or entity is deemed acceptable to the Nonterminating Stockholders and the Corporation. If no entity or person is found to be acceptable to the Nonterminating Stockholders and the Corpora­tion within said days, then the Corporation shall be obligated to purchase all of the Terminating Stockholder's remaining shares available for purchase at the price and upon the terms contained herein.

1. In no case shall the Corporation be obligated to buy a Terminating Stockholder's shares under the immediately preceding subpara­graph for a period of ( ) years commencing with the execution date hereof. It is specifically understood that the preceding sentence overrides any contrary provision in this Agreement. In the event the Corporation's obligation to purchase a Terminating Stockholder's share under the immediately preced­ing subparagraph would arise but for the ( ) year period provided for in this subparagraph, then the Corporation shall become immediately obligated to purchase such shares at the end of said ( ) year period.

B. Purchase Price.

1. The purchase price of each share purchased under this Section shall be the adjusted net book value per share. The adjusted net book value per share shall be determined as of the date of occurrence of any of the events set out in Section V(A) by first increasing the amount of the Corpora­tion's Shareholders' Equity Account by the excess of the fair market value of any assets held by the Corporation over the net (after depreciation) book value of any such assets (the Adjusted Shareholders' Equity Account) and by dividing the Adjusted Shareholders' Equity Account by the number of shares outstand­ing.

2. The fair market value of any assets held by the Corporation shall be determined by an appraiser unanimously appointed by the Directors within ( ) days after the commencement of the Corporation's Option Period. If the Directors are unable to agree upon an appraiser, each Stock­holder shall appoint an appraiser of his choice. The average of the appraisers' fair market values shall be the fair market value of the assets. The Corpora­tion shall bear the fees and expenses of the appraiser unanimously appointed, but each party shall be responsible for the fees and expenses of any appraiser named solely by him.

3. In determining the adjusted net book value per share in accordance with this Section, reference shall be made to the amount of the Shareholders' Equity Account and net book value of any assets held by the Corporation as represented by the most recent audited financial statements prepared by a certified public accountant in accordance with generally ac­cepted accounting principles. However, in the event that more than two quarters of the Corporation's fiscal year have elapsed since the end of the most recent fiscal year, and the Terminating Stockholder is dissatisfied with the value of his shares as determined by reference to said audited financial statements, then at the Terminating Stockholder's option, the adjusted net book value per share shall be determined by reference to interim audited financial statements prepared as of the end of the month in which the Corpo­ration's Option Period begins. Any such interim statement shall be prepared by a CPA at the Terminating Stockholder's expense. If a Terminating Stock­holder elects to have the valuation of his shares determined by reference to such interim statement, then the Corporation's Option Period shall be extended for ( ) days from the date of its receipt of the interim audited Financial Statements.

C. Terms and Conditions.

1. In the event either the Corporation or a Nonterminating Stockholder purchases all or any part of a Terminating Stockholder's shares, after the application of any life insurance proceeds available for such pur­chase, payment for such shares shall be made according to the following terms: If the purchaser of any shares is a Stockholder, then percent ( %) of the purchase price shall be paid at closing. If the purchaser is the Corporation, then an amount equal to the lesser of percent ( %) of the purchase price or percent ( %) of the Corporation's Net Quick Assets, as determined by the Corporation's CPA, shall be paid at closing. Any portion of the purchase price remaining unpaid after application of the closing proceeds shall be payable in ( ) equal annual installments comprised of principal and interest at the lowest rate allowed under the Internal Revenue Code for purposes of imputing interest, said payments to commence ( ) year(s) after the date of closing. Any purchaser shall have the right to prepay any part or all of the unpaid balance without notice or penalty. However, any prepay­ments shall be applied to payments of principal in the inverse order of their due dates so as not to defer any regular payment of principal and interest required hereunder. Any unpaid amount shall become fully due and payable if: (i) the Corporation is dissolved or liquidated; (ii) substantially all of the Corporation's assets are transferred for cash; (iii) the Corporation enters into a taxable reorganization transaction; (iv) more than percent ( %) of the Corporation's outstanding Capital Stock (after giving effect to any purchase by the corporation herein) is transferred in a taxable transaction; or (v) the Corporation defaults in making any payments on its purchase of the Terminat­ing Stockholder's shares. Any note given by the Corporation or Nonterminating Stockholder to the Terminating Stockholder shall be secured by the stock being purchased or such other security as the Seller may reason­ably require.

2. If the Corporation has insufficient funds to purchase or make any installments towards the purchase of any shares it is obliged to purchase under this Agreement, then the Nonterminating Stockholder shall promptly take all actions necessary to enable the Corporation to make such payments.

D. Closing. Except in the event of death of a Stockholder, any purchase of all or any portion of a Terminating Stockholder's shares shall occur within ( ) days after the earlier of (i) the date upon which any option provided for herein is exercised, or (ii) the date upon which the Corporation is obligated to purchase a Terminating Stockholder's shares pursuant to Section (V)(E).

VII. CORPORATION'S PURCHASE OBLIGATION UPON THE DEATH OF ANY STOCKHOLDER.

The Corporation may purchase transferable life and disability insurance policies equal to at least the assessed value of each Stockholder's shares, insuring the Corporation in the event of any Shareholder's death. Regardless of any provision herein to the contrary, if such insurance is main­tained, then any personal representative of a deceased Stockholder must sell and the Corporation must purchase, to the extent of the insurance proceeds, any shares held by the Stockholder at the time of his death. Such shares shall be purchased at a price to be determined according to the terms of this Agree­ment above. Closing upon any shares purchased with insurance proceeds shall occur within ( ) days after the corporation's receipt of such insurance proceeds, said proceeds to be applied at closing to the full extent necessary. If the insurance proceeds are insufficient to purchase such shares, then the transfer of any remaining shares shall be subject to the remaining terms of this agreement. Any excess of insurance proceeds over the purchase price for the shares shall inure to the benefit of the Corporation.

VIII. INSURANCE POLICIES.

A. Transfer of Policies Upon Stock Transfer.

If any Stockholder transfers his entire stock interest in the Capital Stock in accordance with this Agreement prior to his death, then for ( ) days after the closing date of such transfer, he shall have the right to purchase any transferable insurance policies in force on his own life owned by the Corporation. The purchase price of any policy shall be the higher of the policy's interpolated terminal reserve value or total cash value on the date the sale of such Stockholder's last share of stock is closed, plus the proportionate part of any premium paid before closing which insures such Stockholder's life beyond the closing date. If any permanent life insurance policy shall not have been in force long enough to have a terminal reserve value or cash value, then the purchase price of such policy shall be an amount equal to all net premiums paid.

B. Transfer of Policies Pursuant to Bankruptcy.

If the Corporation files for bankruptcy, is placed in the hands of a receiver, or is dissolved, then, subject to the consent of any court having jurisdiction, each Stockholder shall have the right to purchase, as provided herein, any policy or policies on his own life if such policies are then transfer­able.

IX. ARBITRATION.

A. Arbitration Required. In the event any dispute arises between the Stockholders resulting in a deadlock in the management of the Corporation, then such disagreement shall be determined and settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association by a panel of three arbitrators in Northern Virginia.

X. EMPLOYMENT OF STOCKHOLDERS.

A. Time and Effort. For a period of years commencing with the execution hereof, and thereafter for such longer period as he may be fully employed by the Corporation, pledges his full time and efforts to the promotion and conduct of the Corporation's business as its President. For a period of years commencing with the execution hereof, and thereafter for such longer period as he may agree to, pledges such time and effort as is necessary for the promotion and conduct of the Corporation's business as is commensurate with the duties of Vice President.

B. Termination.

1. Any Shareholder resigning his directorship shall not be entitled to be employed, except as a consultant, or engaged by the Corpora­tion in any capacity without the unanimous consent of the Board.

2. Regardless of any provision in this Agreement, any Officer or Director may be removed from either his office or directorship or both, by a majority vote of the other Directors, if (i) it is determined by arbitration that he has continuously performed his duties in an unsatisfactory manner, or (ii) if by arbitration or by a court of competent jurisdiction, it is determined that he: (a) has been dishonest in his relationship with or representation of the Corpora­tion; (b) has stolen, misappropriated or embezzled, or has attempted to steal, misappropriate or embezzle, any of the Corporation's assets; (c) has engaged in personal misconduct which: (1) materially and adversely reflects upon the Corporation's reputation and interferes with the conduct or continued conduct of the Corporation's business or (2) materially and adversely affects his ability, or the ability of any other officer or director, to represent the interests of the Corporation or (iii) has slandered or libeled the Corporation or (iv) has solicited the Corporation's customers or clients in contravention of Section XII. Any Stockholder accused of any of the foregoing acts or omissions may waive the requirement of a determination by an arbitration panel or court. Such waiver shall be in writing and shall constitute the determination required for removal provided for herein. If any Stockholder is removed from his office or directorship then, if applicable, his consulting services to the Corporation shall be automatically terminated. In the event of any such removal or termination, any compensation relating to such office or directorship shall cease immedi­ately.

C. Duties and Compensation.

1. and shall be responsible for the day-to-day management and operation of the Corporation. Additionally, shall be responsible for performing the duties of President and shall be responsible for performing the duties of Vice President. Further, and shall perform such additional duties as may be assigned to them by the Board of Directors and are commensurate with the duties of their office and responsibilities.

2. As compensation for the aforementioned services, and shall each receive ($ ) during the first year of the operation of the Corporation; ($ ) during the second year of operation of the Corporation, and thereafter such greater compensa­tion as the Board of Directors may unanimously agree upon.

3. shall be responsible for performing the duties of Treasurer. shall perform such additional duties as may be as­signed to him by the Board of Directors and are commensurate with the duties of his office and responsibilities. As compensation for the

aforementioned services, shall receive such salary as is unanimously agreed upon from time to time by the Board of Directors.

4. shall be responsible for performing the duties of Secretary. shall perform such additional duties as may be assigned to him by the Board of Directors and are commensurate with the duties of his office and responsibilities. As compensation for the aforemen­tioned services, shall receive such salary as is unanimously agreed upon from time to time by the Board of Directors.

5. The Stockholders agree that the compensation provided for herein is intended to be paid purely for services actually rendered and is fair and reasonable in view of (i) the circumstances existing on the date of execu­tion hereof, (ii) the services to be provided, and (iii) compensation for similar services in the Northern Virginia area, and is the result of arm’s length negotia­tions entered into between unrelated parties prior to the execution hereof. However, in the event that the deduction for federal income tax purposes of any part of any officer's compensation, bonus, director's fee or consulting fee is disallowed as a deductible expense, and the Corporation is thereby required to pay an income tax deficiency, the recipient of such income agrees to pay the Corporation the amount of said deficiency without interest. Such payment is to be made at the principal office of the Corporation no later than year(s) after the Corporation has paid said deficiency and has notified such Stock­holder of the amount thereof.

XI. INDEMNIFICATION.

A. Right of Contribution.

The Stockholders shall bear equally any demand, claim, loss, cost, damage, expense, attorney’s fees or other cost whatsoever (the "Costs") arising out of or relating to any guarantee, suretyship agreement, indemnity agreement, bond, withholding tax, or personal obligation whatsoever (the "Obligations") arising out of or related to the financial affairs of the Corpora­tion and which the Corporation is incapable of paying, and on which the Stockholders have personal liability. If, as a result of any such Obligation, any Stockholder is proceeded against in any court, proceeding, hearing or other­wise, the other Stockholders will immediately aid such Stockholder in any and all reasonable means, including financial. If any Stockholder incurs any cost in excess of his allocable share as a result of any Obligation, then such Stock­holder shall have a right of contribution against each of the other Stockholders who shall indemnify and hold harmless such Stockholder against any cost in excess of such Stockholder's allocable share of such cost.

B. Obligation of Stockholder's Spouse. Each of the Stockhold­ers, whether now married or hereafter married, shall cause his spouse or future spouse to execute an indemnity agreement in substantially the form attached hereto as Exhibit "A".

XII. NONSOLICITATION.

If for any reason any Stockholder ceases to be employed as an officer, independent contractor or director, then for a period of two (2) years such Stockholder shall not, directly or indirectly, solicit or divert from the Corpora­tion any client, business, account or customer of the Corporation with which such Stockholder has had any contact as a result of his relationship with the Corporation.

XIII. MISCELLANEOUS.

A. Reasonable Requests for Better Agreement. The Stockholders agree that upon the reasonable request of the Corporation or all other Stock­holders, each of them shall make, do, execute or cause to be made, done or executed, all necessary acts, deeds, things, devices, and assurances needed for the better or more perfect and absolute performance of this Agreement.

B. Entire Agreement. This Agreement and any attachments embod­ies the entire agreement of the parties and no other understanding or agree­ments, oral or otherwise, exists between the parties except as expressly set out herein.

C. Severability. The invalidity of any particular provision of this Agreement shall not affect any other provision hereof, and any invalid provi­sion may be construed by an arbitrator or a court of competent jurisdiction in such manner as carries out the intentions of the parties.

D. Agreement Binding Upon Heirs. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administra­tors, successors, assigns, Trustee in Bankruptcy, or Receiver, of each of the parties hereto.

E. Counterparts. This Agreement may be executed in multiple signature counterparts, each of which shall be considered an original and all counterparts shall, together, constitute one agreement among the parties hereto. Further, a copy of both this Agreement and all signature counterparts shall be deposited with the Corporation and be subject to examination by any Stockholder, either in person or by agent or attorney, at all reasonable times.

F. Choice of Law. This Agreement shall be interpreted, applied and enforced in accordance with the laws of the Commonwealth of Virginia.

G. Injunctive Relief. It is agreed that any violation of this Agreement shall result in immediate and irreparable injury, not adequately compensable in monetary terms, thereby entitling the parties hereto to injunctive and other equitable remedies in a court of competent jurisdiction.

 H. Subsequent Stockholders. Notwithstanding their designation as Stockholders in the first sentence of this Agreement, any person who subse­quently acquires shares or other securities of the Corporation and becomes a party to this Agreement by signing a counterpart

thereof shall also be known as and included within the meaning of the term "Stockholder" as such term is used herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of ,20\_\_.

 , INC.

[corporate seal]

By: (SEAL)

 , President

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 , Secretary

 (SEAL)

 , Stockholder

 (SEAL)

 , Stockholder

 (SEAL)

 , Stockholder

Commonwealth of Virginia:

County/City of , to-wit:

Acknowledged before me this day of , 20\_\_, by , who is the President of , Inc.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County/City of , to-wit:

Acknowledged before me this day of , 20\_\_, by .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County/City of , to-wit:

Acknowledged before me this day of ,20\_\_, by .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County/City of , to-wit:

Acknowledged before me this day of , 20\_\_, by .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE "A"**

 INDEMNIFICATION AGREEMENT

For and in consideration of the benefits inuring to me as a result of my spouse's stock ownership in and his/her employment by the Corporation, and as an inducement to the other Stockholders and their spouses to consummate this Agreement, the undersigned being married to hereby covenants and agrees, now and forever, to indemnify and hold harmless any and all Stockholders and future Stockholders of the Corporation, except my spouse, from any and all claims, losses, costs, damages, expenses, attorney's fees or other costs (the "Costs") whatsoever and arising out of or relating to any guarantee, suretyship agreement, indemnity agreement, bond, withholding tax, proceeding or personal obligation whatsoever (the "Obliga­tions") arising out of or relating to the financial affairs of the Corporation and which any Stockholder may incur in excess of his/her allocable share of such Costs.

I am signing this Agreement pursuant to a certain Stockholder's Agree­ment dated the day of , 20\_\_, the terms of which are hereby incorpo­rated by reference and which I have read and understood.

Witness the following signature and seal:

 (SEAL)

 (date)

Commonwealth of Virginia:

County/City of , to-wit:

Acknowledged before me this day of , 20\_\_, by .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_