

CONFIDENTIALITY AGREEMENT

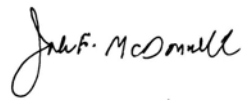
It is anticipated that the undersigned dentist/prospective buyer, will receive certain confidential business information from The McNor Group/broker, pertaining to dental practices listed for sale by the broker. With respect to all such confidential information, the parties to this Agreement agree to be bound by the following terms:

1. The undersigned dentist shall maintain such information confidential, except; (i) information which is or becomes known publicly through no fault of either party; (ii) information learned from a third party entitled to disclose it; or (iii) information already known before receipt thereunder from the disclosing party, as shown by receiving party's prior records.
2. The undersigned dentist shall not, without prior written permission of the disclosing party, furnish to any third party any confidential information received. The receiving party may use the confidential information for internal purposes, including the analysis of the business of the disclosing party. The receiving party may confidentially disclose this information to their advisors, including accountants, attorneys, etc.
3. Nothing contained herein shall be deemed to constitute, by implication or otherwise, the grant of any license or other right to any person with respect to any of the confidential information.
4. The relationship as described above between the parties may be terminated at any time upon thirty (30) days' written notice to the other party. Termination of this Agreement will not relieve either party from any of the obligation in paragraph 1, 2, 3 and 7 dealing with respect to the information disclosed hereunder prior to the termination of this Agreement.
5. Upon termination of this agreement, the receiving party agrees to return to The McNor Group all confidential materials received (and any duplicates of same) relative to the dental practice(s) of the disclosing party.
6. For purposes of this Agreement the term "confidential information" shall mean, proprietary data, and other confidential information of the dental practice listed for sale, including without limitation patient-identifiable information and records (it being understood and agreed that each patient is the owner of such patient's records, that the dental practice is the legal custodian of the records of each patient to whom professional dental and related services are provided), financial information, information relating to business operations, services, computer software, system/organizational manual and related documents, professional group organizational manuals and related documents, protocols, guidelines, and patient record forms, training, education, and service program systems, documents, and presentations, credentialing, grievance, peer review, and quality improvement manuals and related documents, prepaid dental programs, and employees, independent contractors, patients or others, and any information which the practice is obligated to treat as confidential pursuant to any course of dealing or any agreement to which it is a party or otherwise bound.

7. Enforcement and damages: The undersigned dentist acknowledges that: (A) the provisions of this agreement are fundamental and essential for the protection of the dental practice's legitimate business and proprietary interests; (B) such provisions are reasonable and appropriate in all respects; and (C) in the event of any violation by the undersigned dentist of any of such provisions, the dental practice would suffer irreparable harm and their remedies at law would be inadequate. In the event of any violation of such provisions by the undersigned dentist, the dental practice shall be entitled to a temporary restraining order, temporary and permanent injunctions, specific performance, and other equitable relief including liquidated damages of Twenty Thousand Dollars (\$10,000.00).

Date: _____

Date: _____



John F. McDonnell
The McNor Group

_____, D.D.S.