



**Property & Casualty Asset and Book of Business
Sale**

Type Business: 85% Personal Lines
15% Commercial Lines

Location: Connecticut – Southern Hartford County

Financial:	Year	7/1/06-6/30/07	7/1/07-6/30/08	1/1-12/31/08
Gross Commissions		\$248,624	\$233,333	\$202,241

Book Characteristics:

Carrier	2007 Prem	Loss Ratio
Farmers	\$638,878	64%
Met P&C	\$212,511	1%
Dairyland	\$211,154	95%
Safeco	\$182,704	53%
CL Broker	\$154,596	NA
AIG	\$143,517	86%
Omni	\$105,220	27%
Infinity	\$85,196	23%
Zurich	\$74,231	49%
TOTAL WP	\$1,808,007	
Gross Comm	\$202,241	

Terms: \$202,241 Gross Commission book of P&C insurance business
 Earn-out or Promissory Note Negotiable
 1 Owner/Producer and 1 CSR Negotiable
 Substantial Cash at Closing
 Close within 30 days

For additional information contact:
Christopher Hughes
Touchstone Advisors, LLC
308 Enfield Street
Enfield, CT 06082
Direct: 860.748.1910
Email: Chughes@touchstoneadvisors.com

Confidentiality Agreement

This Confidentiality Agreement will confirm our mutual understanding in connection with Touchstone Advisors ("TOUCHSTONE"), providing, and your receipt of, information regarding the Company listed below ("The Company").

1. "Information" means all oral or written data, reports, records or materials obtained from TOUCHSTONE or the Company, including the name, address, and type of business of the Company, the knowledge that the Company may be considering a sale, or even the fact that Information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to be any part of, such Information to the extent that such Information: (i) is or becomes public other than as a result of acts in breach of this agreement by the undersigned; (ii) was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party, provided that such third party is not known by the undersigned to have any duty of confidentiality to the Company; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.
2. The undersigned agrees that Information is being furnished solely in connection with the undersigned's consideration of the acquisition of the Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those of the undersigned's employees, advisors, financing sources, and agents, collectively, its Representatives, whose knowledge of the Information is required to evaluate the Company as a potential acquisition and who shall assume the same obligations as under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such Representatives to the terms of this Agreement.
3. It is understood that the Company is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Confidentiality Agreement as if it were a party to this Agreement. TOUCHSTONE represents and has a contract with the Company only and not with the undersigned. The Company shall compensate TOUCHSTONE. In the event of a dispute the venue shall be, unless otherwise agreed upon, Hartford County, CT. The prevailing party shall be entitled to recovery of all reasonable costs including attorney's fees, court costs, costs on appeal, and interest from date of breach. Any and all disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.
4. The undersigned agrees that there shall be no visits, nor employee, supplier or customer contacts regarding the proposed transaction without express permission from TOUCHSTONE and the Company. The undersigned agrees further that it will not hire any of the Company's employees it becomes aware of as a result of its review of a potential transaction with the Company. The undersigned agrees that it will not interfere in any way with the Company's business using knowledge acquired under this Confidentiality Agreement, nor use any such Information in a manner harmful to the Company. The above-mentioned restrictions on solicitation of employment shall not apply to solicitations in newspapers or publications of general circulation, nor to employees who independently contact the undersigned for employment or are terminated by the Company.
5. All communications shall be directed through I.C.E unless otherwise specified in writing. All Information shall be promptly returned or destroyed, as directed in writing by TOUCHSTONE or the Company. Any attempt to circumvent TOUCHSTONE's contract with the Company shall be actionable at law for tortious interference with contract.
6. It is understood that: (i) no representation or warranties are being made as to the completeness or accuracy of any Information; and (ii) any and all representations and warranties shall be made solely by the Company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.
7. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition.
8. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.
9. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties regarding (i) the subject matter hereof and (ii) any statements in the Information concerning confidentiality and limitations on use.

Company: Personal Lines Insurance Agency – Hartford County, CT

SIGNATURE: _____

Telephone: _____

Printed Name: _____

Fax: _____

Company Name: _____

Email Address: _____

**Attention: Christopher Hughes
Touchstone Advisors**

Fax to: 860.752.6223 or Email to: Chughes@touchstoneadvisors.com