

EXHIBIT A



Andrew H. Marks
(202) 624-2920
amarks@crowell.com

REDACTED

BY CERTIFIED MAIL AND ELECTRONIC MAIL

REDACTED

Re: Xe Services LLC Confidentiality Agreement

REDACTED

Our firm represents your former employer, Xe Services LLC and its subsidiaries, including U.S. Training Center, formerly named Blackwater Lodge and Training Center ("Xe").

It has come to Xe's attention that you have been in communication with certain third parties concerning information that you acquired while employed by Xe.

We write to remind you of your obligations under the Confidentiality and Non-Solicitation Agreement that you signed as a condition of your employment with Blackwater (the "Agreement"). In entering into that Agreement, you promised, among other things, that during your employment and for 10 years after your employment ends, you would not disclose any "Sensitive Information" to any third party and that you would not use any "Sensitive Information" to prepare or assist in any preparation of any books, articles, interviews, including any communications to media outlets. For purposes of the Agreement, the term "Sensitive Information" is broadly defined and includes information that is not otherwise public and that you obtained during your employment as well as other information concerning the Company's officers, directors, agents, and contractors. Pursuant to the Agreement, these obligations continue after termination of the Agreement and your employment, including a termination for cause such as yours.

As you acknowledged when you signed the Agreement, the Sensitive Information that you obtained "is of a unique nature . . . and of such a character that a breach by [you] will result in irreparable damage and injury to the

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Company.” Xe wants to ensure that you understand and will abide by your commitments under the Agreement so that it does not need to exercise its right under the Agreement to seek a court order prohibiting you from disclosing information that is subject to the Agreement as well as other remedies. Accordingly, we request that you write or e-mail a response to me to confirm that you understand your non-disclosure obligation and that you will not communicate to other parties information relating to Blackwater that is subject to the Agreement.

Xe also understands that you have communicated with one or more former Xe employees that are subject to the same or similar confidentiality restrictions and have encouraged them to talk to the above-referenced third parties concerning information that they acquired while employed at Xe. Because such encouragement of other former employees would wrongly interfere with Xe’s contractual rights with those former employees, we request that you cease and desist from any such conduct immediately.

I am attaching a copy of the most recent Confidentiality and Non-Solicitation Agreement that you signed in case you do not have handy a copy to review. If you have any questions regarding your obligations under this Agreement, please do not hesitate to give me a call.

Thank you.

Sincerely yours,



Andrew H. Marks

Confidentiality and Non-Solicitation Agreement



An Equal Opportunity Employer—M/F/D/V

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of _____ by and between BLACKWATER LODGE & TRAINING CENTER, INC. a Delaware Corporation and each of its subsidiaries and affiliates (including, without limitation Blackwater Target Systems LLC, Blackwater Security Consulting LLC, Aviation WorldWide Services LLC, Presidential Airways, Inc. STI Aviation, Inc., AirQuest, Inc., EP Investments LLC, Prince Group LLC, E&J Holdings LLC and E&J Leasing LLC) (the "Company") and _____ REDACTED ("Employee"). The Company and the Employee are each referred to herein individually as a "party" and collectively as the "parties."

In consideration of the continuing salary and benefits that Employee receives from the Company, the premises set forth in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Confidential Information. Employee acknowledges that the information, observations and data obtained by him/her while employed by the Company concerning the business or affairs of the Company and its subsidiaries ("Confidential Information") are the property of the Company and such subsidiaries and that the protection of such information is of vital importance to the Company's business. Examples of Confidential Information include, but are not limited to, information as to the identity of any of the Company's or its subsidiaries' customers, prices, sales techniques, estimating and pricing systems, internal cost controls, financial information, any and all information concerning the net worth, assets, liabilities, holdings, or present or future investments of Company and its Subsidiaries, the identity of shareholders, any legal matters, names or any other information I regard to the Company's employees and contractors, production processes and methods, product planning and development programs, marketing plans, product information, inventions, blueprints, sketches and drawings, technical and business concepts; course and other training outlines, programs and manuals (such training outlines, programs and manuals being hereinafter referred to as ("Course Materials"), materials and information related to or associated with the Company's business in any manner or respect, whether devised, developed or invented in whole or in part by Employee or others and whether or not copyrightable, patentable, trademarkable, licensable or reduced to practice. Employee agrees that he/she shall not, directly or indirectly, at any time disclose to any unauthorized person or use for his/her own purposes any Confidential Information without the prior written consent of the Company, unless and to the extent that: (i) the aforementioned matters become generally known to and available for use by the public other than as a result of Employee's acts or omissions or (ii) Employee is required to disclose any Confidential Information pursuant to an order of a court of competent jurisdiction; provided that prior to making such disclosure Employee provides a copy of such order and the proposed disclosure to the Company and allows the Company reasonable opportunity to comment on the proposed disclosure. Employee shall deliver to the Company at the termination of the Employee's employment with the Company, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer tapes, printouts, lists and software and other documents and data (and copies thereof) relating to the Confidential Information, Work Product (as defined below) or the business of the Company or any of its subsidiaries which he/she may then possess or have under his/her control.

2. No Right to Use or Disclose Any Information. Employee recognizes and acknowledges that his/her job duties will expose him/her to highly sensitive information, disclosure of which could cause irreparable harm to the Company, its officers, directors, affiliates, agents, contractors, suppliers and/or customers. As a condition of employment, Employee agrees that during the term of this agreement, and for a period of ten (10) years thereafter, he/she will not, without the express written permission of Company: (i) copy, download, videotape, photograph, summarize, or otherwise record in any medium, now known or hereafter developed, any Sensitive Information except as required expressly for the performance of the Employee's services hereunder; (ii) remove any Sensitive Information from the Company's premises except as expressly required for the performance of the Employee's services hereunder; (iii) disclose any Sensitive Information to any third party except as expressly required for the performance of the Employee's services hereunder; (v) use or disclose any Sensitive Information to prepare or assist in any preparation of any books, articles, interviews,

television or motion picture production, or any other public creations, in any medium, now known or hereafter developed, including making any comment whatsoever to any and all media outlets. Upon termination or expiration of this agreement, Employee shall promptly return or destroy all Sensitive Information to the Company that he/she obtained in connection with the performance of this Agreement. Notwithstanding the foregoing, nothing in this Section should be construed to interfere with any governmental investigations. Any questions regarding this Section should be addressed to the President of the Company. Requests for permission to disclose Sensitive Information should also be addressed to the President of the Company.

For purposes of this Section, "Sensitive Information" shall mean any unclassified information that is not publicly known or publicly available, concerning (i) Company or any of its officers, directors, affiliates, agents, contractors, suppliers, or customers, (ii) the performance of any services under this Agreement, or (iii) any other information obtained or created by Employee during the course of his/her performance under this Agreement. The term "Sensitive Information" shall also include any Confidential Information under Section 1.4 of this Agreement and any of the foregoing information that becomes publicly known or publicly available as a result of a breach of this Section by the Employee.

Employee acknowledges and agrees that the Employee's compliance with this Section and Section 4, below is of a unique nature and of extraordinary value and of such a character that a breach hereof by the Employee will result in irreparable damage and injury to the Company for which the Company will not have any remedy at law. Employee, therefore, consents, in the event of any breach of this Section or of Section 4, to the granting of temporary or permanent injunction against it by any court of competent jurisdiction, prohibiting the Employee from violating any provision of this Agreement. In any proceeding for an injunction, and upon any motion for a temporary or permanent injunction, the ability of Employee to answer in damages will not be a bar and will not be interposed as a defense to the granting of such injunction, and the Employee waives any requirement to post a bond in connection with such an injunction. The provisions of this Section and Section 4, among others, will survive both the termination of this agreement and the termination of Employee's employment.

3. Inventions and Patents. Employee acknowledges that all inventions, innovations, improvements, developments, methods, designs, processes, analyses, drawings, reports and all similar or related information (whether or not patentable) which relate to the Company's or any of its subsidiaries' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by Employee while employed by the Company ("Work Product") belong to the Company or such subsidiary. In this regard, Employee hereby acknowledges his intent and understands his/her obligation to execute any and all documents in order assign and transfer his/her entire right, title and interest of any such Work Product to the Company. Employee shall promptly disclose such Work Product to the Company and perform all actions reasonably requested by the Company (whether during or after the period of employment) to establish and confirm such ownership (including, without limitation, executing any assignments, consents, powers of attorney and other instruments).

4. Non-Solicitation.

(a) Employee acknowledges that in the course of his/her employment with the Company he/she shall become familiar and he/she has become familiar with the Company's trade secrets and with other Confidential Information concerning the Company and its subsidiaries and that his services have been and shall be of special, unique and extraordinary value to the Company and its subsidiaries. Employee agrees that, during and after the term of employment, he/she shall not, directly or indirectly, either for himself /herself, for any other person or entity, (i) induce or attempt to induce any employee of the Company or any of its subsidiaries to leave the employ of the Company or such subsidiaries, or in any way interfere with the relationship between the Company or any of its subsidiaries and any employee thereof, (ii) hire any person who is or was an employee of the Company or any of its subsidiaries at any time, (iii) solicit or canvass the business or patronage, or selling to, any persons that are or were customers or clients of the Company or induce or attempt to induce any customer, supplier, licensee,

licensor, franchisee or other business relation of the Company or any of its subsidiaries to cease doing business with the Company or such subsidiaries or in any way interfere with the relationship between any such customer, supplier, licensee, licensor, franchisee or business relation and the Company or any of its subsidiaries (including, without limitation, making any negative statements or communications about the Company or any of its subsidiaries) or (iv) compete with the Company by engaging in a Restricted Activity. "Restricted Activity" for the purposes of this Agreement shall mean anyone or more of the following, without the prior written consent of the Company:

- (i) engage in or provide, directly or indirectly, services for any other companies or entities managing, employing or contracting with or consulting for a competitor of the Company or any of its affiliates, successors, and assigns;
- (ii) join, be employed by, contract as an independent contractor for, or associate in a business relationship with individuals, companies or any entities, managing, employing or contracting with or consulting for a competitor of the Company or any of its affiliates, successors, and assigns;
- (iii) acquiring or maintaining a financial interest in any business relating to or providing support services to or consulting for a competitor of the Company or any of its affiliates, successors, and assigns; or
- (iv) accepting employment with or becoming a partner of or acquiring greater than a five percent (5%) ownership interest in any partnership, corporation or other entity engaged in the practice or managing the practice of services to a competitor of the Company or any of its affiliates, successors or assigns.

(b) In the event of the breach or a threatened breach by Employee of any of the provisions of this Section, the Company, in addition and supplementary to other rights and remedies existing in its favor, may apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).

(c) Any claim or cause of action of Employee against the Company, including but not limited to a claim for breach of the terms of the Agreement, shall not constitute a defense to the enforcement of the provisions of this Section and shall not be used to prohibit injunctive relief. The provisions of this Section shall be deemed severable from the other provisions of the Agreement and shall be construed independent of any other provision of the Agreement and shall survive termination or expiration of the Agreement.

(d) Employee agrees that Company may enforce the provisions of this Section in good faith to the broadest extent possible. Employee waives any rights in regard to Company's good faith but unsuccessful attempt to enforce the provisions of this Section that may exist under Delaware or North Carolina Law, as the case may be.

5. Survival. This Section shall survive and continue in full force in accordance with their terms notwithstanding any termination of the employment period.

6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, — construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

7. Complete Agreement. This document embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

8. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the

parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

9. Employment. It is specifically understood that the Employee is an "At Will" employee of the Company, anything contained herein to the contrary notwithstanding. Nothing contained herein shall be construed to be deemed an employment agreement.

10. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Company and its, successors and assigns.

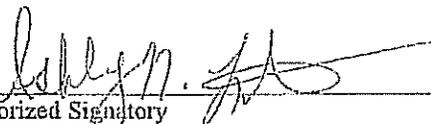
11. Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

12. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Employee, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality and Non-Compete Agreement as of the date first written above.

COMPANY:

BLACKWATER LODGE & TRAINING CENTER



Authorized Signatory

EMPLOYEE:

Print Name: REDACTED

Signature REDACTED