

CONFIDENTIALITY AGREEMENT

[Name and address of
disclosing party]

Ladies and Gentlemen:

In connection with the potential investment in or acquisition of you or your business by us or our affiliates (the "Proposed Transaction"), it is anticipated that you will disclose to us information which is confidential and proprietary to you and which is important in the conduct of your business. We understand that you will not disclose such information to us unless we agree as set forth below. Accordingly, we agree as follows:

1. The information which is the subject of this Agreement (hereinafter the "Information") includes any and all information relating to you or your business which you deliver to us in connection with the Proposed Transaction on or after the date hereof, but excluding information (a) which is publicly available at the time of delivery, (b) which is publicly disclosed thereafter (unless such disclosure was in violation of this Agreement), (c) which we receive or received in good faith from a third party who, to our knowledge, is not under an obligation of confidentiality to you with respect to such information, or (d) which is independently discovered or developed by us without reference to any information or material which you or your agents deliver to us.
2. We will keep confidential and not disclose any of the Information to any person or entity, except (a) as required by law or (b) to our employees, affiliates, representatives and financing sources to the extent they need to know such Information for the purpose of evaluating the Proposed Transaction.
3. We will make no use of the Information for any purpose other than evaluating the Proposed Transaction without your prior written consent in each case.
4. We will not, by your disclosure to us and our use of the Information, acquire any rights with respect thereto, all of which rights shall, as between you and us, remain exclusively with you.
5. At any time upon your request, (a) all Information (including copies thereof) shall be returned to you or, at our option, destroyed by us and (b) all materials prepared by us which incorporate or are derived from any of the Information shall be destroyed.
6. Without limiting any other available remedies, you shall be entitled to seek an injunction and other equitable relief in the event of any failure to comply with the provisions of this agreement. No failure or delay by you in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.
7. This Agreement shall be governed by the laws of the State of Delaware and jurisdiction shall be in the state and federal courts located there.



CHOATE HALL & STEWART LLP

8. The provisions of this Agreement shall terminate two years after the date hereof.

IN WITNESS WHEREOF, this Agreement has been executed as a sealed instrument of the ____ day of _____, 200_.

_____, LLC

By: _____
(title)

Acknowledged and Agreed:

[Name of Disclosing Party]

By: _____
(title)