

## CONFIDENTIALITY AGREEMENT

In connection with the evaluation by Summer Street Capital Partners, LLC ("Summer Street") of a possible transaction with \_\_\_\_\_ ("the Company"), the Company will be furnishing Summer Street with certain materials which may contain confidential or proprietary information relating to the Company and its business (such confidential and proprietary information, subject to paragraph 4 below, being hereinafter referred to as the "Information"). In consideration of the Company furnishing Summer Street with the Information, Summer Street agrees as follows:

1. Summer Street will keep the Information confidential for a period of two years from the date hereof.
2. Summer Street will not, without the prior written consent of the Company, disclose or communicate the Information to any person, except its personnel and advisors ("Representatives") involved in evaluating the various aspects of the possible transaction. Summer Street will inform any Representative supplied with any Information of the confidential nature of such Information and of Summer Street's obligations under this Agreement, and will direct such Representative to treat such Information confidentially.
3. In the event that Summer Street does not conclude a transaction with the Company, Summer Street will, upon request, destroy all the Information provided to Summer Street or its Representatives in written form and will use its reasonable efforts to destroy all documents, memoranda, notes and other writings prepared by Summer Street or its Representatives based on the Information.
4. The term "Information" does not include information which (a) was available to Summer Street or any Representative prior to its disclosure to Summer Street or such Representative, (b) is or becomes generally available to the public other than as a result of disclosure by Summer Street or its Representatives, (c) becomes available to Summer Street or any Representative on a non-confidential basis from a source other than the Company that is not bound by a confidentiality agreement with the Company, or (d) must be disclosed, as determined by Summer Street based on advice of counsel, in order to comply with applicable law or regulation or with any requirement imposed by judicial or administrative process.
5. This Agreement shall become legally binding with original or facsimile signatures and may be executed in counterparts, each of, which shall be deemed an original, and both of which shall constitute one and the same instrument.

SUMMER STREET CAPITAL PARTNERS, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Confirmed and Agreed to by the Company:

Company: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_