



Confidentiality Agreement

_____ (Date)

In connection with the discussions between Angeles Crest Capital LLC (“ACC”) and you regarding your participation in financing (the “Financing”) the acquisition (the “Transaction”) by ACC of (the “Company”), you have requested that ACC provide you with information about the Company. Before providing you with any such information ACC requires that you agree to the confidentiality and exclusivity provisions set forth herein.

As used in this letter, “Evaluation Material” means any information about the Company furnished to you by or on behalf of ACC in connection with the Transaction and also includes any notes, analyses, compilations, studies and other materials prepared by you or your Advisors (as defined below) containing or based in whole or in part on any such information. Evaluation Material does not include information which (i) is already in your possession as evidenced by written records, if such information is not known by you to be subject to any other confidentiality agreement with ACC or another party, or (ii) becomes generally available to the public other than as a result of a disclosure by you or your Advisors, or (iii) becomes available to you on a nonconfidential basis from a source other than ACC or ACC’s respective agents or advisors, provided that such source is entitled to disclose such information.

You hereby agree that the Evaluation Material will be used only in connection with your consideration of the Transaction and the Financing, will be kept confidential by you and your officers, employees, directors and Advisors and will not be disclosed to any other person, except as permitted in this letter.

Such disclosure may be made (i) to your directors, officers and employees who have a reasonable need to know the contents thereof in connection with the Transaction and/or the Financing, (ii) to your attorneys, accountants, financial advisors and other representatives and agents (collectively, “Advisors”) who are assisting you in connection with the Transaction and/or the Financing, and (iii) to any other person to whom ACC agrees in advance in writing, provided in each case that such disclosure is conditioned on the person to whom you provide Evaluation Material agreeing to keep it confidential in accordance with this letter and that ACC reserves the right to request that any such person join in this agreement directly. ACC shall have the right to hold you responsible for any breach of this agreement by any person to whom you furnish Evaluation Material, it being understood that the term “person” as used in this letter shall be broadly interpreted to include any entity, group or individual.

Without ACC’s prior written consent, you and your Advisors will not disclose to any person the fact that the Evaluation Material has been made available to you or them, that discussions or negotiations are taking place concerning the Transaction and/or the Financing, or any of the terms, conditions or other



facts with respect thereto (including the status thereof), unless such disclosure is required by law and then only with as much prior written notice to ACC as is practical under the circumstances. You will provide ACC with prompt written notice of any legal obligation on your part to disclose any Evaluation Material so ACC may seek an appropriate protective order. If you decide that you do not wish to proceed with the Transaction, you will promptly inform ACC of that decision in writing. In that case, or at any time upon ACC's request for any reason or for no reason, you agree promptly to deliver to ACC all Evaluation Material (and all copies thereof) furnished to you or your Advisors by or on behalf of ACC pursuant hereto. In the event of such a decision or request, all other Evaluation Material prepared by you or your Advisors shall be destroyed and no copy thereof shall be retained. Notwithstanding the return or destruction of the Evaluation Material, you and your Advisors will continue to be bound by your obligations of confidentiality and other obligations hereunder.

You understand that neither ACC nor the Company, any of their respective representatives, agents or advisors, has made or makes any representation or warranty as to the accuracy or completeness of the Evaluation Material and that neither ACC nor the Company shall have any liability to you or any of your agents or Advisors resulting from the use of the Evaluation Material. It is further understood and agreed that a breach of the provisions of this letter by you, or your Advisors or any person to whom you have given Evaluation Material, would cause irreparable harm to the Company and ACC, that damages would not be a sufficient remedy for any such breach of this agreement and that we and/or the Company shall be entitled to specific performance and/or injunctive relief as non-exclusive remedies for any such breach.

You further agree that as a condition of ACC providing you with the Evaluation Material, you will not, without ACC's prior consent, solicit, negotiate, enter into or otherwise proceed with any transaction with respect to the acquisition of the Company unless ACC participates in such transaction.

Unless and until a definitive agreement regarding the Financing has been executed, neither of the parties hereto will be under any legal obligation of any kind whatsoever with respect to the Financing by virtue of this letter agreement except for the rights and obligations specifically agreed to herein. ACC reserves the right, in its sole discretion, to reject any and all proposals made by you or any of your Advisors with regard to a Financing and to terminate discussions and negotiations with you at any time.

This agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. This agreement may not be amended, terminated or rescinded except pursuant to a written agreement duly executed by the parties hereto. Please indicate your agreement to the foregoing by signing and returning one copy of this letter, whereupon this letter will constitute our entire agreement with respect to the subject matter hereof. This Agreement shall terminate two years from the date of acceptance by you.



Angeles Crest Capital LLC

By: _____

Name: _____

Title: _____

Accepted and agreed this ____ day of _____:

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____