

{Name and Address of Seller or Agent}

[DATE]

PERSONAL AND CONFIDENTIAL

[NAME]

[TITLE]

Blackstreet Capital Management, LLC
5425 Wisconsin Avenue, Suite 701
Chevy Chase, MD 20815

Dear Mr. _____:

In connection with the consideration by Blackstreet Capital Management, LLC and/or its affiliates ("BCM") of a possible acquisition of _____ (the "Company") from _____ (the "Transaction"), you have requested certain information concerning the Transaction, which is non-public, confidential or proprietary in nature. As a condition to being furnished the requested information, you agree as follows:

1. As used in this agreement:

(a) "Evaluation Material" means any and all information concerning the Company whether written or oral and whether prepared by the Company or their advisors or otherwise which is furnished to you by or on behalf of the Company regarding the Company, including all data, reports, analyses, compilations, studies, interpretations, forecasts, records, notes, memoranda, summaries and other materials in whatever form maintained, whether documentary, computer storage or otherwise. The term "Evaluation Material" does not include information which: (1) is already in your possession if such information is not known by you to be subject to another confidentiality agreement with or other obligation of secrecy to you or another party (any information in your possession concerning the Company will be deemed to be protected by an obligation of secrecy to the Company); (2) becomes generally available to the public other than as a result of a disclosure by you or your directors, officers, employees, agents or advisors (collectively, "Representatives"), your affiliates (as such term is defined in the regulations promulgated under the Securities Exchange Act of 1934, as amended) or your affiliates' Representatives; or (3) becomes available to you on a non-confidential basis from a source other than the Company or its Representatives, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to the Company or another party.

(b) "Notes" means all data, reports, analyses, computations, studies, interpretations, forecasts, records, notes, memoranda, summaries or other materials (in whatever form maintained, whether documentary, computer storage or otherwise), whether prepared by you, your affiliates, your Representatives or others, that contain or otherwise reflect or are based upon, in whole or in part, any Evaluation Material or that reflect your review of, or interest in, all or any portion of the Company.

2. (a) The Evaluation Material will be used solely for the purpose of evaluating a possible Transaction between the Company and you or your affiliates, and not for any other purpose, and such information will be kept confidential by you, your Representatives, and your affiliates and their Representatives and will not be disclosed to any other person or entity; provided that: (1) any of such information may be disclosed to such of your Representatives who have a need to know such information in order for you to evaluate a possible Transaction (each of whom will be informed by you of the confidential nature of such information and will be directed by you to treat such information confidentially); and (2) any disclosure of such information may be made to which the Company consents in writing in advance.

(b) Without the prior written consent of the Company, you will not, and will direct your Representatives not to: (1) disclose to any person (A) the fact that Evaluation Material has been made available to you or that you have inspected any portion of the Evaluation Material; (B) the fact that discussions or negotiations are taking place concerning a possible Transaction; (C) any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof, or (D) you agree not to solicit for employment any of the current employees of the Company for a period of two years after the date of this letter, however nothing shall limit your hiring any employees that respond to general solicitations for employment;

(c) You will be responsible for any breach of this agreement by you, your Representatives and your affiliates and their Representatives.

3. If you decide you are not interested in pursuing the Transaction, you will promptly inform the Company of that decision. If we or you decide to terminate your evaluation of the Transaction or if no Transaction is effected within a reasonable time after you have been furnished the Evaluation Material, you, your Representatives, and your affiliates and their Representatives, will promptly upon the Company's written request (a) destroy the Evaluation Material, without retaining any copy, notes or extracts thereof, and (b) destroy all Notes. Notwithstanding your destruction of the Evaluation Material and destruction of the Notes, you and your Representatives, and your affiliates and their Representatives, will continue to be bound by your obligations under this agreement.

4. Unless and until a definitive agreement between the Company and you with respect to any Transaction has been executed and delivered, neither the Company nor you will be under any legal obligation of any kind or nature whatsoever with respect to such a Transaction by virtue of this or any other written or oral expression with respect to such a Transaction by any of the Company's Representatives, except for the matters specifically agreed to in this agreement.

5. You understand that (a) the Company will be free to conduct the process for a possible agreement as they in their sole discretion may determine (including negotiating with any other prospective partners and/or employees and entering into one or more definitive agreements without prior notice to you or any other person, notwithstanding the fact that similar subjects are being discussed or negotiated with you); (b) any procedures relating to such an agreement may be changed at any

time without notice to you or any other person; (c) the Company has the right to reject or accept any potential partner, employee, lender, proposal, or offer, for any reason whatsoever, in its sole discretion; and (d) neither you nor any of your affiliates will have any claims whatsoever against the Company or any of their respective directors, officers, stockholders, owners, affiliates or agents arising out of or relating to any agreement (other than those as against the parties to any definitive agreement with you in accordance with the terms of such agreement).

6. You will indemnify and hold harmless the Company from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity and all related investigations) arising out of or resulting from any unauthorized use or disclosure by you or your Representatives, or your affiliates or their Representatives, of the Evaluation Material. In addition, because money damages alone would not be a sufficient remedy for any breach of this agreement by you or to your Representatives, or your affiliates or their Representatives, in addition to all other remedies, the Company will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. You and your affiliates will waive, and will use your best efforts to cause your respective Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

7. This agreement will be governed and construed in accordance with the laws of the state of Delaware, without giving effect to its principles or rules regarding conflicts of laws.

8. No failure or delay by the Company in exercising any right, power or privilege under this agreement will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege under this agreement.

9. The Company may assign all of its rights, powers and privileges under this agreement (including the right to enforce the terms of this agreement) to any person who enters into a transaction contemplated by this agreement.

The term of this agreement shall be two (2) years.

If the foregoing accurately sets forth our agreement, please so indicate by executing below and returning one copy of this agreement to us, whereupon this letter will constitute our agreement with respect to the matters set forth above.

Very truly yours,

[COMPANY NAME]

By: _____

Title: _____

Date: _____

Accepted and agreed as of the date first written above:

Blackstreet Capital Management, LLC

By: _____

Title:

Date: _____