

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

[DATE]

Ladies and Gentlemen:

[Company Name] and HTR Capital LLC (“HTR”) (together “Parties”) each have requested information to consider a possible investment, partnership, financing arrangement or business relationship (together the “Transaction”).

As a condition to, and in consideration of, the Parties being furnished with such information, you agree to the terms of this Confidentiality and Non-Disclosure Agreement (“Agreement”). Specifically, you agree to treat any information concerning the Transaction that is furnished to you by or on behalf of a Party, whether furnished before or after the date of this letter, together with analyses, compilations, studies or other documents prepared by you or any of your directors, officers, employees, agents or advisers (including, without limitation, attorneys, accountants, consultants, bankers, potential financing sources, financial advisers and any representatives of your advisers) (collectively, “Representatives”) that contain or otherwise reflect such information herein (collectively referred to as the “Evaluation Material”), in accordance with the provisions of this Agreement.

The term “Evaluation Material” does not include information that (a) was or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of this Agreement or (b) was or becomes available to you on a non-confidential basis from a source other than you or your advisers, provided that such source was not known by you to be bound by any agreement to keep such information confidential, or otherwise prohibited from transmitting the information to you by a contractual, legal or fiduciary obligation.

You hereby agree that the Evaluation Material will be used solely for the purpose of evaluating a possible Transaction between the Parties, and that such information will be kept confidential by you and your Representatives, except to the extent that disclosure of such information (a) has been consented to in writing by the other Party, (b) is required by law, regulation, regulatory authority or other applicable judicial or governmental order, or (c) is made to your Representatives who need to know such information for the purpose of evaluating any such possible Transaction (it being understood that such Representatives shall have been advised of this Agreement and shall have agreed to be bound by the provisions hereof).

You shall be responsible to ensure compliance with the provisions hereof by all Representatives to whom Evaluation Material is disclosed. As well you will be responsible for any breach of this Agreement by any of your Representatives and you agree, at your sole expense, to take all commercially reasonable measures (including, but not limited to, court proceedings) to restrain your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.

In addition, without the other Party’s prior written consent, you will not, and will direct your Representatives not to, disclose to any person (a) that the Evaluation Material has been made available to you or your Representatives, (b) that discussions or negotiations are taking place concerning a possible

Transaction, or (c) any terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.

If you are requested or required by law, regulation, regulatory authority or other applicable judicial or governmental order to disclose any Evaluation Material, then you will provide the other Party with prompt written notice of such request or requirement so that may seek an appropriate protective order. If, failing the entry of a protective order, you are, in the opinion of your legal counsel, compelled to disclose Evaluation Material, then you may disclose that portion of the Evaluation Material that you are compelled to disclose and will exercise your best efforts to obtain assurance that confidential treatment will be accorded to that portion of the Evaluation Material that is being disclosed.

Within ten days of the other Party's request, except to the extent a party is advised in writing by counsel that such destruction is prohibited by law, you will return or destroy all documents thereof furnished to you and you will also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by you or your Representatives based upon, containing or otherwise reflecting any Evaluation Material. Any destruction of materials must be confirmed by you in writing. Any Evaluation Material that is not returned or destroyed, including, without limitation, any oral Evaluation Material, shall remain subject to the confidentiality obligations set forth in this Agreement. Nothing in this paragraph, however, requires you or your Representatives to alter or deviate from its or their respective normal record retention policies to expunge from your or their records internally generated files, references, notes, analyses or memoranda related to the existence of, or relating to, the investment as required by applicable regulations or law; provided, however, that such information shall be retained and/or disclosed subject to the terms and conditions of this Agreement.

You understand and acknowledge that any and all information contained in the Evaluation Material is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. You agree that the other Party and any of its respective affiliates or representatives will not have any liability to you or any of your Representatives with respect thereto.

You agree that unless and until a definitive agreement regarding a Transaction has been executed that neither Party will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this Agreement except for the matters specifically agreed to herein. You further acknowledge and agree that each Party reserves the right, in its sole discretion, to reject any and all proposals made by you or any of your Representatives regarding a Transaction.

You understand and agreed that money damages will not be a sufficient remedy for any breach of this Agreement and each Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach and you further agree to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but will be in addition to all other remedies available at law or equity.

This Agreement is for the benefit of the Parties and is governed by the laws of the State of New York without regard to conflict of laws principles. Any action brought in connection with this Agreement must be brought in the federal or state courts located in the New York County in the State of New York, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts.

Except as otherwise explicitly stated above, your obligations under this Agreement will terminate two (2) years from the date hereof.

This Agreement may not be amended except in writing signed by both parties hereto. No failure or delay by Parties in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission or electronic mail, and a facsimile or electronic version of this Agreement or of a signature of a party will be effective as an original.

Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy of this letter.

Very truly yours,

By: _____

David R. Hobbs
President
HTR Capital LLC

Accepted and agreed to as of the date set forth
above:

Name of Entity: _____

Signature: _____

Name: _____

Title: _____