

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is entered into as of [Date], by and between _____ (the "Disclosing Party") and _____ (the "Interested Party").

In connection with the Interested Party's desire to explore the possibility of entering into a transaction with the Disclosing Party (the "Transaction"), the Disclosing Party has furnished and is furnishing certain information to the Interested Party. The term "Information" shall mean all information that the Disclosing Party has furnished and is furnishing to the Interested Party, whether furnished before or after the date of this Agreement, whether tangible or intangible, and in whatever form or medium provided, as well as all information generated by the Interested Party or by its Representatives, as defined below, that contains, reflects or is derived from the furnished information.

In consideration of the Disclosing Party's disclosure to it of the Information, the Interested Party agrees that it will keep the Information confidential and that the Information will not, without the prior written consent of the Disclosing Party, be disclosed by the Interested Party or by its officers, directors, partners, employees, affiliates (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended), agents or representatives (collectively, "Representatives") in any manner whatsoever, in whole or in part, and shall not be used by the Interested Party or by its Representatives other than in connection with the Transaction. Moreover, the Interested Party agrees to transmit the Information only to such of its Representatives who need to know the Information for the sole purpose of assisting the Interested Party in evaluating the Transaction, who are informed of this Agreement and who enter into a written agreement (which shall specifically provide that the Disclosing Party shall be a third-party beneficiary thereof) to be bound by the terms hereof as if a party hereto. In any event, the Interested Party shall be fully liable for any breach of this Agreement by its Representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Information. Notwithstanding this Agreement or anything to the contrary set forth herein, however, the Interested Party understands and agrees that the Disclosing Party shall have no obligation to disclose any Information to it.

Without the prior written consent of the Disclosing Party, neither the Interested Party nor its Representatives shall disclose to any person the fact that the Interested Party has received any of the Information or that discussions or negotiations are taking place concerning the Transaction, including the status thereof.

The Interested Party agrees that, at the conclusion of its review of the Information or within three business days of the Disclosing Party's request, all copies of the Information in any form whatsoever (including but not limited to any reports, memoranda or other materials prepared by the Interested Party or at its direction) will be delivered by the Interested Party and its Representatives to the Disclosing Party. The Interested Party's obligations under this Agreement shall continue in full force and effect notwithstanding the return of any Information.

In the event that the Interested Party or anyone to whom it supplies the Information receives a request to disclose all or any part of the Information under the terms of a subpoena or order issued by a court or by a governmental body, the Interested Party agrees:

-- To notify the Disclosing Party immediately of the existence, terms and circumstances surrounding such request;

-- To consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request; and

-- If disclosure of such Information is required to prevent the Interested Party from being held in contempt or subject to other penalty, to furnish only such portion of the Information as, in the written opinion of counsel satisfactory to the Disclosing Party, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Information.

Neither the Disclosing Party nor any of its Representatives has made or makes any representation or warranty as to the accuracy or completeness of the Information. The Interested Party agrees that neither the Disclosing Party nor its Representatives shall have any liability to it or any of its Representatives resulting from the provision or use of the Information.

The Interested Party acknowledges and agrees that, in the event of any breach of this agreement, the Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or equity, the Disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither the Interested Party nor its Representatives will oppose the granting of such relief. The Interested Party also agrees to reimburse the Disclosing Party for all costs and expenses, including attorneys' fees, incurred by the Disclosing Party in attempting to enforce the obligations of the Interested Party or of its Representatives hereunder.

No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

The Interested Party agrees that, unless and until a definitive agreement between the Disclosing Party and the Interested Party with respect to the Transaction has been executed and delivered, neither the Disclosing Party nor the Interested Party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression by it or by any of its Representatives except, in the case of this Agreement, for the matters specifically agreed to herein. This Agreement may be modified or waived only by a separate writing by the Disclosing Party and by the Interested Party expressly so modifying or waiving such agreement.

If a court of competent jurisdiction determines that one or more provisions of this Agreement is in any respect unenforceable, invalid or illegal in any jurisdiction, such unenforceability, invalidity or illegality (1) shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid or illegal provision had never been a part hereof and (2) shall not render such provision or provisions unenforceable, invalid or illegal in any other jurisdiction. In any event, the parties intend each and every provision of this Agreement to be enforceable, valid and legal and each of them waives to the fullest extent permitted by law the right to object to any such provision.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS APPLICABLE TO CONTRACTS BETWEEN RESIDENTS OF THE STATE OF TEXAS THAT ARE TO BE WHOLLY PERFORMED WITHIN SUCH STATE. THE INTERESTED PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN A COURT OF COMPETENT JURISDICTION SITTING IN [THE APPLICABLE CITY IN THE APPLICABLE COUNTY OF THE APPLICABLE STATE]. THE INTERESTED PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY THERETO. THE INTERESTED PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE INFORMATION OR THE TRANSACTION.

[DISCLOSING PARTY]

By: _____

Its: _____

[INTERESTED PARTY]

By: _____

Its: _____