

CONFIDENTIALITY AGREEMENT

Representatives of Trinity Hunt Management, L.P., a Delaware limited partnership, and its agents and affiliates (collectively "THP"), and representatives or authorized agents or brokers acting on behalf of the undersigned entity and its affiliates (collectively "Company") have engaged in preliminary discussions regarding certain proposed transactions. (THP and Company are each referred to as a "Party" and collectively as "Parties.") In order to protect any Confidential Information (as defined below) that Company may, in connection with the proposed transactions, disclose to THP, the Parties agree as follows:

1. The effective date of this Confidentiality Agreement (the "Agreement") is set forth below the signatures at the bottom of this page.

2. This Agreement shall apply to all Confidential Information disclosed by Company (or its employees, agents, or brokers) to THP (or its employees, officers, partners, agents, or advisors).

3. The Confidential Information that may be disclosed under this Agreement ("Confidential Information") is described generally as any business plans, technical or financial information, forecasts, strategies, product or process information, and other similar, related information disclosed by Company to THP in written, oral, or electronic form.

4. Company acknowledges that THP regularly reviews investment proposals from companies in a wide range of industries and that THP actively and independently investigates numerous industries and markets. THP continually acquires information about industries that may include those in which Company operates, and such data shall not be considered confidential information.

5. THP will use the Confidential Information only for the purposes of, and in connection with, the transactions or relationships contemplated in connection with this Agreement. Company represents and warrants that it has the right to disclose its Confidential Information to THP.

6. Unless otherwise agreed, THP's duty to protect Confidential Information expires two years from date of disclosure. THP, upon Company's written request, will return all Confidential Information received from Company, together with all copies thereof (or, in lieu thereof, will certify that all Confidential Information and copies thereof have been destroyed).

7. THP will use the same degree of care, but no less than a reasonable degree of care, as it uses with respect to its own information to protect the Confidential Information and to prevent any (a) use of Confidential Information that is not authorized in this Agreement, (b) dissemination of Confidential Information to any agent or employee of THP who does not have a reasonable need to know, (c) communication of Confidential Information to any third party that is not bound by (or does not agree to be bound by) this Agreement, or (d) publication of Confidential Information.

8. This Agreement imposes no obligation on THP with respect to Confidential Information that (a) was known by THP before receipt from Company, (b) is or becomes known publicly through no fault of THP, (c) is rightfully received by THP from a third party that owes no duty of confidentiality to Company, (d) is disclosed by Company to a third party that has no duty of confidentiality to Company, (e) is independently developed by THP without a breach of this Agreement, or (f) is disclosed by THP with Company's approval. If THP is required by a governmental body, court of law, or applicable law to disclose Confidential Information, THP will give Company reasonable notice so that Company, at its own cost and expense, may contest the disclosure or seek a protective order.

9. Subject to the limitations in this Agreement, no Party will be precluded from independently pursuing business opportunities of any kind.

10. Each individual executing below on behalf of an entity personally represents and warrants to the Parties that such individual is duly authorized to execute this Agreement on behalf of that entity and that such

execution makes this Agreement a valid and binding obligation of the entity for all purposes. If any individual other than an employee or officer of Company (i.e., Company's broker) executes this Agreement on behalf of Company, such individual personally represents and warrants to THP that such individual is duly authorized to execute this Agreement on behalf of Company and that such execution makes this Agreement a valid and binding obligation of Company for all purposes.

11. THP agrees that, in the event of any breach of the provisions of this Agreement, the Company shall be entitled to seek equitable relief, including in the form of injunctions and orders for specific performance, in addition to all other remedies available to the Company at law or in equity.

12. THIS AGREEMENT IS MADE UNDER, AND WILL BE CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF TEXAS. The obligations arising under Agreement will be performed, in whole or in part, in Dallas County, Texas. Any controversy arising in connection with this Agreement will be filed and heard in a court of competent jurisdiction sitting in Dallas County, Texas.

13. This Agreement does not create any agency or partnership relationship of any kind. All additions or modifications to this Agreement must be in writing and must be signed by all Parties.

Trinity Hunt Management, L.P. _____ ("Company")

By: Trinity Hunt Management GP, L.L.C., its general partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 2001 Ross Avenue, Suite 4250
Dallas, Texas 75201

Address: _____

Effective Date: ____/____/____

City, State, Zip: _____