



Omni Funding Confidentiality Agreement

This Agreement is made and entered into this _____ day of _____, _____ by and between _____ whose address is _____, and _____ whose address is _____.

In connection with your consideration of a possible transaction between (i) _____ or one or more of its customers (the "Transaction"), (ii) _____ represented by its exclusive financial advisor in connection with the Transaction, and their respective agents and advisors are prepared to make available to you certain information which is non-public, confidential or proprietary in nature (the "Evaluation Material").

A. Agreement to Maintain Confidentiality and Observe Terms and Conditions

By execution of this letter agreement (the "Agreement"), you agree to treat all Evaluation Material confidentially and to observe the terms and conditions set forth herein. For purposes of this Agreement, Evaluation Material shall include all information, regardless of the form in which it is communicated or maintained. Representatives (as defined below) may be provided by or on behalf of _____ in the course of your evaluation of a possible Transaction. The term "Evaluation Material" shall also include all reports, analyses, notes or other information that are based on, contain or reflect any Evaluation Material ("Notes"). You shall not be required to maintain the confidentiality of those portions of the Evaluation Material that

(i) become generally available to the public other than a result of a disclosure by you or any of your Representatives,

(ii) were available to you on a non-confidential basis prior to the disclosure of such Evaluation Material to you pursuant to this Agreement, where the source of such information was not known (and by reasonable independent investigation, would not have been known) by you or any of your representatives, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to _____ or any of its customers with respect to such material, or

(iii) become available to you on a non-confidential basis from a source other than _____ or its agents, advisors or Representatives,

where the source of such information was not known (and by reasonable independent investigation, would not have been known) by you or any of your Representatives, to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Omni or any of its customers with respect to such material.

C. Scope of Use of Evaluation Material

You agree that you will not use the Evaluation Material for any purpose other than determining whether you wish to enter into a Transaction. You agree not to disclose or allow disclosure to others of any Evaluation Material; except that, you may disclose Evaluation Material to your directors, officers, employees, partners, affiliates, agents, advisors, underwriters, or Representatives (hereinafter, "Representatives"), but only to the strict extent necessary to permit such Representatives to assist you in making the determination referred to in the prior sentence; provided, however, that you shall require each such Representative to be bound by the terms of this agreement to the same extent as if they were parties hereto.

You agree that you will not use the Evaluation Material in any way directly or indirectly detrimental to _____ or Customer. In particular you agree that for a period of 12 months from the date of the signing of this Agreement information obtained from the Evaluation Material or otherwise in connection with a possible transaction; (i) divert or attempt to divert any business or customer of _____ nor (ii) employ or attempt to employ or divert an employee of _____ or any of its customers.

D. Restrictions on Disclosure and Publicity

In addition, you agree that you will not make any disclosure that you are having or have had discussions concerning a Transaction, that you have received Evaluation Material or that you are considering a possible Transaction; provided that you may make such disclosure if you must be made by you in order that you not commit a violation of law and prior to such disclosure, you promptly advise and consult with _____ and its legal counsel concerning the information you propose to disclose.

Furthermore, you agree that you will not approach, make known to, or allow to be made known to any parties not specifically identified by this or a similar agreement your interest in pursuing a Transaction or transactions covered within the scope of this Agreement, unless given prior written permission to do so by _____.

E. Absence of Representation, Warranties, and Potential Liability

Although _____ has endeavored to include in the Evaluation Material information known to them which they believe to be relevant

for the purpose of your investigation, you understand and agree that none of _____ or any of their customers, agents, advisors or representatives (i) have made or make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material or (ii) shall have any liability whatsoever to you or your Representatives relating or resulting from the use of the Evaluation Material or any errors therein or omissions there from.

F. Effect of Legal Proceedings

In the event that you or anyone to whom you transmit any Evaluation Material in accordance with this Agreement are requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Evaluation Material, you will give _____ prompt written notice of such request or requirement so that _____ may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and you will cooperate with _____ to obtain such protective order. In the event that such protective order or other remedy is not obtained or _____ waives compliance with the relevant provisions of this agreement, you (or such other persons to whom such request is directed) will furnish only that portion of the Evaluation Material which, in the written opinion of your counsel, is legally required to be disclosed and, upon Omni request use your best efforts to obtain assurances that confidential treatment will be accorded to such information.

G. Effect of Decision Not to Proceed

If you decide that you do not wish to proceed with a Transaction, you will promptly notify _____ of that decision. In that case, or if _____ shall elect at any time to terminate further access by you to the Evaluation Material for any reason, you will promptly redeliver to us all copies of the Evaluation Material, destroy all notes and deliver _____ a certificate executed by one of your duly authorized officers indicating that the requirements of this sentence have been satisfied in full, Notwithstanding the return or destruction of Evaluation Material and Notes, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.

H. Miscellaneous

You hereby acknowledge that you are aware that the securities laws of the United States prohibit any person who has material, non-public information concerning _____ or Customers Transactions from purchasing or selling securities in reliance upon such information or from communicating

such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon such information.

You understand that (i) _____ shall conduct the process for a possible Transaction as they in their sole discretion shall determine (including, without limitation, negotiating with any prospective buyer and entering into definitive agreements without prior notice to you or any other person), (ii) any procedures relating to such a Transaction may be changed at any time without notice to you or any other person, (iii) _____ shall have the right to reject or accept any potential buyer, proposal or offer, for any reason whatsoever, in its sole discretion, and (iv) neither you nor any of your Representatives shall have any claims whatsoever against _____ or any of their respective directors, officers, stockholders, owners, customers, or agents arising out of or relating to the Transaction (other than accordance with the terms thereof). You agree that unless and until a definitive agreement between _____ and you with respect to any Transaction has been executed and delivered, neither _____ nor you will be under any legal obligation of any kind whatsoever with respect to such Transaction.

It is further understood and agreed that _____ will arrange for appropriate contacts for due diligence purposes. It is also understood and agreed that all (i) communications regarding a possible Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures, will be submitted or directed exclusively to _____, and that you or your Representatives who are aware of the Evaluation Material and/or the possibility of a Transaction will initiate or cause to be initiated any communication with any director, officer or employee of customer concerning the Evaluation Material or a Transaction.

You agree that money damages would not be a sufficient remedy for any breach of this Agreement by you or your Representatives, that in addition to all other remedies _____ 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, and to use your best efforts to cause your Representatives to waive, any such requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation relating to this letter agreement, if a court of competent jurisdiction determines that you or any of your Representatives have breached this letter agreement, you shall be liable and pay to _____ the reasonable legal fees incurred by _____ in connection with such litigation, including any appeal there from.

_____ reserves the right to assign its rights, powers and privileges under this letter agreement (including, without limitation, the right to enforce the terms of this letter agreement) to any person who enters into a Transaction.

All modifications of, waivers of and amendments to this Agreement or any part hereof must be in writing signed on behalf of you and _____ or by you and _____ as agent for customer. You acknowledge that _____ is intended to be benefited by this Agreement and to obtain for itself the benefit of any remedies that may be available for the breach hereof.

It is further understood and agreed that no failure or delay by _____ in exercising any right, power or privilege under this agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other further exercise or any right, power or privilege hereunder.

In the event that any provision or portion of this letter is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this letter shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Section Headings of this document are for illustrative purposes only and comprise no part of this Agreement.

_____, Representatives, or Affiliates shall indemnify and hold harmless _____ or submitted Customer from any loss (including and without limitation, legal fees and costs) or liability incurred by _____ or submitted Customer under the foregoing confidentiality agreement.

If you are in agreement with the foregoing, please so indicate by signing, dating and returning one copy of this Agreement, which will constitute our agreement with respect to the matters set forth herein.

Very Truly Yours,

By: _____

Accepted By: _____

Authorized Officer

Authorized Officer

Print Name: _____

Print Name: _____

Entity: _____

Entity: _____

Date: _____

Date: _____