

Red Clay Advisors, LLC

1601 Delaware Avenue
Trolley Square Suite 24A #196
Wilmington, DE 19806

[DATE]

[COMPANY]
[ADDRESS]
[ADDRESS]

Attention: [NAME]

Dear [NAME]:

[COMPANY NAME] (the "Company") has permitted Red Clay Advisors, LLC and its affiliates (together, "Red Clay") to evaluate a potential transaction with the Company (the "Proposed Transaction") and in connection therewith the Company has and may continue to provide certain confidential information to Red Clay regarding the Company, its business, prospects and plans.

As used herein, "Confidential Information" means all information with respect to the business of the Company furnished to Red Clay or to its partners, directors, officers, employees, agents, affiliates, consultants or other advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) (collectively, "Representatives"), by or on behalf of the Company regardless of the manner in which it is furnished. Confidential Information does not include, however, information which (a) is or becomes available to the public other than as a result of a disclosure by Red Clay or its Representatives, (b) was available to Red Clay on a nonconfidential basis prior to its disclosure by the Company or (c) becomes available to Red Clay on a nonconfidential basis from a person who, to the best of Red Clay's knowledge, is not otherwise bound by a confidentiality agreement with the Company or is not otherwise prohibited from transmitting the information to Red Clay.

Red Clay agrees (a) not to disclose or reveal any Confidential Information to any person other than its Representatives or those employees or agents of its Representatives who are evaluating or executing the Proposed Transaction or who otherwise need to know the Confidential Information in connection with evaluating or executing the Proposed Transaction and to cause those persons to observe the terms of this letter agreement and (b) not to use Confidential Information for any purpose other than in connection with evaluating and executing the Proposed Transaction.

Unless otherwise required by law, neither Red Clay nor its Representatives will, without the consent of the Company, disclose to any person (except as provided in this letter agreement) any information about the Proposed Transaction, or the terms, conditions or other facts relating thereto, including the fact that discussions are taking place with respect thereto or the status thereof, or the fact that the Confidential Information has been made available to Red Clay.

Red Clay and its Representatives and their employees and agents may disclose Confidential Information if: (a) the Company provides written consent, (b) the use of such Confidential Information is necessary or appropriate in making any filing or obtaining any

consent or approval required for the consummation of the Proposed Transaction, and (c) Red Clay and/or its Representatives are requested or required to furnish or disclose such Confidential Information in connection with any criminal or civil legal or regulatory proceeding(s). In the event that Red Clay or any of its Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to furnish or disclose any of the Confidential Information, Red Clay shall provide the Company with prompt written notice thereof so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement.

Nothing contained herein requires Red Clay or the Company to proceed with the Proposed Transaction and each party reserves the right to terminate discussions contemplated by this letter agreement regarding the Proposed Transaction. If either the Company or Red Clay determines not to proceed with the Proposed Transaction, the Company or Red Clay shall promptly advise the other of that decision. In that case, Red Clay will, upon the Company's written request, promptly destroy or deliver to the Company all of the Confidential Information, including all copies, reproductions, summaries, or extracts thereof or based thereon in Red Clay's possession or in the possession of any of its Representatives, except for that portion of the Confidential Information which consists of analyses prepared by Red Clay, which Red Clay shall promptly destroy at the Company's written request.

Nothing in this letter agreement prevents Red Clay from conducting its regular business activities including but not limited to, evaluating companies for investment, reporting to investors in our portfolio companies and in Red Clay, and discharging the duties required of directors with regard to our Representatives who serve as directors of our portfolio companies.

The Company agrees that it will not disclose to any party any of the terms of any Proposed Transaction without Red Clay's prior written consent.

This agreement will be binding upon Red Clay, its Representatives and the Company for a period of two years from the date hereof. This letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to such state's principles of conflicts of laws.

Very truly yours,

RED CLAY ADVISORS, LLC

By: _____

Name: _____

[COMPANY NAME]

By: _____

Name: _____