

PERSONAL & CONFIDENTIAL

Mr. John Ackerman
Cardinal Equity Partners
280 E. 96th Street
Suite 350
Indianapolis, IN 46240

Dear Mr. Ackerman:

This letter is intended to confirm our agreement with respect to the confidential nature of certain information relating to _____ (the “Company”) to be furnished to Cardinal Ventures, L.L.C. (“Cardinal”) in connection with a contemplated transaction between the Company and Cardinal (the “Contemplated Transaction”).

Cardinal hereby agrees, as set forth below, to treat confidentially information designated by the Company in writing to be confidential or proprietary information and all notes, analyses, compilations, studies and other documents, whether prepared by Cardinal or others, which contain or otherwise reflect such information (collectively, the “Confidential Information”).

The term “Confidential Information” does not include information which (i) becomes generally available to the public other than as a result of a disclosure by Cardinal or its affiliates or representatives, (ii) was rightfully available to Cardinal on a non-confidential basis prior to its disclosure to Cardinal by the Company or its representatives, or (iii) becomes rightfully available to Cardinal on a non-confidential basis from a source other than the Company or its representatives, provided that such source is not bound by a confidentiality agreement with the Company or its representatives, or is otherwise, to Cardinal’s knowledge, prohibited from transmitting the information to Cardinal by a contractual, legal or fiduciary obligation.

Without the consent of the Company, Cardinal will not disclose to any person or entity that is not a participant in the Contemplated Transaction any of the terms, conditions or other facts with respect to the Contemplated Transaction, including the existence or status thereof. Cardinal will not, and will direct its affiliates, directors, officers, employees and representatives not to, use any of the Confidential Information for any purpose other than to evaluate the Contemplated Transaction. Notwithstanding the foregoing, in the event that any of the foregoing persons is required (by oral questions, interrogatories, requests for information or documents, subpoena civil investigative demand or similar process) in connection with any judicial, administrative or other proceeding, to disclose any Confidential Information supplied to Cardinal in the course of its dealings with the Company or its representatives, such information may be disclosed without liability hereunder.

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In the event that the Contemplated Transaction is not consummated, Cardinal will, if requested by the Company, either deliver to the Company or destroy all documents or other matter furnished by the Company to Cardinal constituting Confidential Information, without retaining any copy thereof.

This letter agreement will be governed by the laws of the State of Indiana, without giving effect to the conflicts of laws provisions thereof.

If you are in agreement with the foregoing, please sign and return one copy of this letter, which will constitute our agreement with respect to the subject matter hereof.

Very Truly Yours,

Confirmed and Agreed to as of
the date first above written:

CARDINAL EQUITY PARTNERS

By: _____

Title: _____