



## Confidentiality Agreement

Acquisition Advisor/Finder	Investment Candidate
_____ Company	_____ Company
_____ Officer	_____ Contact
_____ Address	_____ Address
_____ Officer	_____ City/State Zip
_____ Phone Number	_____ Phone Number
_____ Fax Number	_____ Business Description

Westshore Capital Management, L.P. ("Westshore") is requesting information in connection with a possible transaction between the above listed Investment Candidate and Westshore. We will treat confidentially any information furnished to us (the "Evaluation Material"); except information that (a) is or becomes generally available to the public through no action by us in breach of this agreement, (b) becomes available to us from a source (other than Investment Candidate or Advisor) that we do not know, as of the time of our receipt of the information, is legally prohibited from disclosing it to us, (c) was already in our possession prior to our execution of this agreement or (d) is independently developed by us or our directors, officers, employees, advisors, or agents (altogether referred to as "Representatives") without use of the Evaluation Material.

We will not disclose the Evaluation Material to anyone else or use the Evaluation Material in any way detrimental to the Company; provided, however, that we may disclose any Evaluation Material to our Representatives and financing sources who need to know such information for the purpose of evaluating the transaction (it being understood that they shall be informed by us of the confidential nature of such information and we agree to be responsible for any breach of this agreement by any of our Representatives).

In the event that we are requested in any proceeding to disclose any Evaluation Material, we will give you prompt notice of such request so that you may seek an appropriate protective order. If in the absence of a protective order we are nonetheless compelled to disclose Evaluation Material, we may disclose such information without liability hereunder; provided, however, that we give you written notice of the information to be disclosed as far in advance of its disclosure as is practicable and, upon your request and at your expense, use our best efforts to obtain assurances that confidential treatment will be accorded to such information.

Upon your request, we will promptly redeliver to you or destroy all copies of the Evaluation Material provided by you. All memoranda, notes and other writings prepared by us or our Representatives based on the Evaluation Material will be kept confidential according to the terms of the agreement.

We agree that money damages alone would not be a sufficient remedy for any breach of this agreement by us or our Representatives and that in addition to all other remedies you shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and we further agree to waive and to use our best efforts to cause our Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

This agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of laws, principles, rules, or any suits. The terms of this agreement may not be amended or waived except in writing, signed by both parties in the case of an amendment and by the party waiving compliance in the case of a waiver. Any suit or other legal proceeding brought with respect to this agreement must be brought in a

court sitting in Hillsborough County, Florida, and each party to this agreement agrees and consents to the venue and personal jurisdiction of any such court.

The term of this agreement is two (2) years from the date signed by Westshore Capital Management, L.P. If you accept the foregoing terms of this agreement, please sign below and return a copy to Westshore.

On behalf of Acquisition Advisor/Finder

On Behalf of Westshore Capital Management, L.P.

By: \_\_\_\_\_  
Signature of Authorized Representative

By: \_\_\_\_\_  
Signature of Authorized Representative

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_