

Confidentiality Agreement



June 19, 2006

Crystal City

The topic of this presentation, the presentation material, all information contained within and any resulting discussions, and any issues related to the topic of this presentation are expressly confidential.

1. CONFIDENTIAL AND PROPRIETARY NATURE OF THE INFORMATION

By witness of the following signatures, all Parties acknowledge the confidential and proprietary nature of the Confidential Information, agree to hold and keep the Confidential Information as provided in this Agreement and otherwise agrees to each and every restriction and obligation in this Agreement.

2. CONFIDENTIAL INFORMATION

As used in this Agreement, the term "Confidential Information" means and includes any and all of the items described in the and also as set forth in the presentation material, resulting discussions including any forthcoming information, to include items set forth within this document:

- (a) trade secrets concerning the business and affairs of any Party(s) which includes, without limitation, all information contained within this presentation, planned or potential land acquisitions, land use, land rout, partnerships, planned or potential partnerships, marketing agreements, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, supplier lists, market studies, business plans, concepts, ideas, designs, methods and information), and any other information, however documented, that is a trade secret within the meaning of all applicable trade secret laws; and
- (b) information concerning the business and affairs of any Party(s) which includes, without limitation, all financial statements and financial data, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training techniques and materials, and all other information, however documented, or otherwise obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party's Representatives or by any other Party(s)'s Representatives (including current or prospective financing sources) or Representatives of the Parties' Representatives irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries and other material

prepared by the Parties or the Parties' Representatives containing or based, in whole or in part, upon any information included in the foregoing.

Any trade secrets will also be entitled to all of the protections and benefits under all applicable law. If any information that Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will in any event still be considered Confidential Information for purposes of this Agreement. The Parties hereby waive any requirement that the Disclosing Party submit proof of the economic value of any trade secret or other Confidential Information or post a bond or other security.

3. PRIVILEGED INFORMATION

To the extent that any Confidential Information may include materials subject to the attorney-client privilege, the Disclosing Party is not waiving and will not be deemed to have waived or diminished its attorney work-product protection, attorney-client privileges or similar protections and privileges as a result of disclosing any Confidential Information (including Confidential Information related to pending or threatened litigation) to any Party, regardless of whether the Disclosing Party has asserted or is or may be entitled to assert such privileges and protections. The Parties (a) share a common legal and commercial interest in all such Confidential Information that is subject to such privileges and protections; (b) are or may become joint defendants in proceedings to which such Confidential Information covered by such protections and privileges relates; and (c) intend that such privileges and protections remain intact should any Party become subject to any actual or threatened proceeding to which such Confidential Information covered by such protections and privileges relates. In furtherance of the foregoing, the Parties shall not claim or contend, in proceedings involving any other Party, that the Disclosing Party waived its attorney work-product protections, attorney-client privileges or similar protections and privileges with respect to any information, documents or other material whether disclosed or not disclosed to any Party due to the Disclosing Party's disclosing Confidential Information (including Confidential Information related to pending or threatened litigation) to another Party.

4. DUTIES OF RECEIVING PARTY

Receiving Party shall not disclose any Confidential Information to any individual or entity except as permitted herein. Confidential Information shall not be disclosed by the Receiving Party to any individual or entity without the prior written consent of the Disclosing Party except as to (a) counsel for the Parties, (b) Receiving Party's experts who are retained for the purposes set forth in this proposed project Confidential Information shall be disclosed for any purpose except to further the transactions set forth herein. Outside counsel or experts retained to evaluate any or all of the following information must be like subjected to this same confidentiality agreement. The person or persons or entity that passes said information to any outside counsel, consultant (s) or experts are by consequence responsible and liable for any actions or disclosures of those persons retained, enjoined or informed and will be like subject to any legal actions resulting there from.

