

Dear _____:

In connection with a possible investment with RedGo Development (the "Possible Transaction") between Redgo Development and/or its designee (the "Company") and you, you have requested certain information from the Company such as the Limited Partnership Agreement, Private Placement Memorandum, and various supporting documents.

As a condition to our furnishing such information to you, we hereby request that you agree, as set forth below, to treat confidentially such information and any other information we or our agents or representatives furnish to you (including, without limitation, information obtained in conversations with officers and other representatives of the Company, and analyses, compilations, studies or other documents or electronic communications, whether prepared by the Company or otherwise, which contain or otherwise reflect such information), whether furnished before or after the date of this letter (such information being collectively referred to herein as the "Proprietary Information").

You agree that you will not use the Proprietary Information in any way detrimental, in the judgment of the Company's management, to the Company and that such Proprietary Information will be used solely for the purpose of evaluating the Possible Transaction and will be kept confidential by you and will not be disclosed by you in any manner whatsoever, in whole or in part; provided, however, that (i) any of such information may be disclosed to those of your directors, officers, employees, agents or advisors who need to know such information for the purpose of completing your analyses, provided that any such officer, director, employee, agent or advisor is informed of the confidential nature of the Proprietary Information and agrees, in advance of receiving the Proprietary Information, to be bound by the terms of this letter agreement, and you, in any event, shall be liable for any breaches of this letter agreement by any such officer, director, employee, agent or advisor, and (ii) any disclosure of such information may be made to which the Company consents in writing. By way of illustration, but not limitation, Proprietary Information includes trade secrets, confidential information, knowledge, data or other information of the Company relating to products (including prospective or unannounced products), services, processes, know-how, designs, formulas, test data, customer lists, business plans, marketing plans and strategies, and pricing strategies or other subject matter pertaining to any business of the Company or any of its clients, customers, consultants, licensees or affiliates.

In addition, without the prior written consent of the Company, you agree that you will not disclose to any person (which shall be broadly interpreted to include, without limitation, any corporation, company, group, partnership, trust, association or individual) (i) that the Proprietary Information has been made available to you, (ii) that you have inspected any portion thereof, (iii) that discussions or negotiations are taking place concerning the Possible Transaction between us or

(iv) any of the terms, conditions or other facts with respect to the Possible Transaction, including the status thereof.

You agree that you will promptly, upon the request of the Company, redeliver to the Company the Proprietary Information without retaining any copy thereof, or extract therefrom, and will destroy all memoranda, notes and other writings, including, without limitation, that portion of the Proprietary Information found in analyses, compilations, studies or other documents prepared by you or your directors, officers, employees, agents or advisors.

The term "Proprietary Information" as used herein does not include information which (i) was or becomes generally available to the public other than as a result of a disclosure by you or your agents or representatives, (ii) was within your possession prior to its being furnished to you by or on behalf of the Company, provided that the source of such information was not bound by a confidentiality agreement with the Company in respect thereof, or (iii) was or becomes available to you 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. In addition, this letter agreement shall not prohibit you from disclosing any Proprietary Information pursuant to the lawful requirement of a court or government agency (including, without limitation, any local, state or federal taxing authority) or as otherwise required by law; provided, however that you shall notify the Company in the event that any Proprietary Information is required to be disclosed by you pursuant to a judicial, administrative or other governmental order. Such notification shall be made reasonably promptly so that the Company, at the Company's expense, may seek a protective order or other appropriate remedy.

Without the prior written consent of the Company, you will not initiate any communications with any employee, customer, supplier or distributor of the Company concerning the Proprietary Information or the Possible Transaction.

Nothing contained herein shall be construed as granting or conferring upon you any rights by license or otherwise in any Proprietary Information.

Neither the Company nor its representatives make any representations or warranties as to the accuracy or completeness of the Proprietary Information. You agree that neither the Company nor any of its representatives shall have any liability to you or your representatives resulting from the use of the Proprietary Information supplied by or on behalf of the Company, except as may be provided in a definitive agreement effecting a transaction between us.

In addition, it is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege operate as a waiver thereof.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this letter agreement by you and that the Company 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 any requirement for the securing or posting of any bond in connection with

such remedy. Such remedy shall not be deemed to be the exclusive remedy for your breach of this letter agreement, but shall be in addition to all other remedies available at law or equity to the Company.

This letter agreement shall be binding upon your successors, including any successor to all or substantially all of your assets or business, by merger, consolidation, purchase of assets, purchase of stock or otherwise, and shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof.

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

Very truly yours,

By: _____

ACCEPTED AND AGREED TO WITH THE
INTENTION OF BEING LEGALLY BOUND HEREBY:

By: _____

Title: _____

Date: _____