

Paccade Corporation

LETTER OF CONFIDENTIALITY

Dear

You have indicated to us that you may have an interest in making an investment in the stock of Kniest, Incorporated, a.k.a. "the Business".

In order to allow you to assess the Business, Paccade Corporation, a.k.a. "Paccade", and the owners of the Business are prepared to furnish you with certain information and data which they consider to be confidential and/or proprietary, including, but not limited to, technical and commercial information, financial information, trade secrets and business confidences. In consideration of such disclosures, you agree as follows:

- 1) - You shall retain in confidence all ^{business MFW} information and data disclosed to you by Paccade and the Owners of the Business.
- 2) - You shall not, without the written permission of Paccade or Owners, use the information and data supplied to you and which you are obligated to treat in confidence hereunder for any purpose other than the assessment of the Business.
- 3) - You shall limit disclosure of information and data furnished by Paccade and Owners to only those who are directly concerned with the assessment of the Business. All of your officers and employees, if any, be advised upon disclosure of such information and data to them of the confidential nature thereof and you shall use all reasonable safeguards to prevent the unauthorized disclosure of such information and data by such officers and employees.

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4) - If you decide that you have no interest in purchasing the business, or if we so request, you shall promptly return all information and data in tangible form (including all copies thereof) furnished by Paccade and Owners hereunder, and shall promptly dispose of all work papers and work product relating to, used in, or resulting from, the assessment of the Business to the extent that such work papers contain information or data protected hereunder.

5) - You hereby represent that to the best of your knowledge and belief you have no obligations or commitments inconsistent with the Agreement.

This letter constitutes the entire Agreement between you and Paccade Corporation with respect to the subject matter hereof and there shall be no modification or change except in writing signed by both parties.

Please confirm your agreement with the foregoing by signing the enclosed copy of this letter in the space provided below and returning one copy to us.

Very truly yours,

PACCADE CORPORATION

AGREED:

Robert S. McNamee
President

BY: MR McNamee

RSMcN:jl

DATE: 6/5/96