



## CONFIDENTIALITY AGREEMENT

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

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Mr./Ms. \_\_\_\_\_:

Huron Capital Partners LLC (“Huron”) has requested information from you regarding \_\_\_\_\_ (“Company”) for the purpose of evaluating a possible investment, acquisition or other business combination involving the Company and Huron (a “Transaction”). As a condition to you furnishing such information to us, we agree, as set forth below, to treat confidentially such information and any other information that you should furnish us (collectively, the "Evaluation Material"). We agree that the Evaluation Material (i) will not be used by us in any way detrimental to the Company, (ii) will not be used for any purpose other than in connection with evaluating a potential Transaction, and (iii) will be kept confidential by Huron and our agents; provided, however, that any such information may be disclosed to our representatives (including our employees, attorneys, accountants, advisors, consultants and capital sources, collectively “Representatives”) who need to know such information for the purpose of evaluating a possible Transaction (it being understood that such employees and representatives shall be informed of the confidential nature of such information in accordance with this agreement). Without the Company’s prior consent, Huron and its agents will not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible Transaction between the Company and Huron or any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof. The term "person" as used in this letter shall be broadly interpreted to include without limitation any corporation, company, partnership or individual.

In the event that we are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Evaluation Material, we will promptly notify the Company of such request or requirement so that you may seek any appropriate protective order or waive our compliance with the provisions of this agreement. In the event that such protective order is not obtained, or that the Company waives compliance with the provisions of this agreement in this instance, we will furnish only that portion of the Evaluation Material that we are advised by counsel is legally required to be furnished. We agree to exercise our best efforts in the event that any Evaluation Material is disclosed pursuant to this paragraph to inform any party receiving such Evaluation Material that it is confidential.

The term "Evaluation Material" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by us or our Representatives, (ii) was in our possession, was already known, or was available to us on a non-confidential basis prior to its disclosure to us by the Company, (iii) becomes available to us on a non-confidential basis from a source other than the Company or their representatives provided that such source was not known by Huron to be bound by a confidentiality agreement , or (iv) is independently developed by us or our Representatives without use of or reference to any of the Evaluation Material. The Company acknowledges that, as a private equity investor, we consider, make, and have made investments in a variety of markets and that our participation in the evaluation of the Company for an investment may enhance our understanding of the markets in which we may now, or in the future, compete as a principal investor or operator and that such further understanding will not, in and of itself, be considered a violation of this agreement.

Huron and Company acknowledge that any breach of this agreement would cause the other irreparable damage. Accordingly, the non-breaching party may seek and obtain injunctive relief from the breach or threatened breach of any provision or covenant contained in addition to, and not in limitation of, other legal remedies to which it may be entitled in law or equity.

This agreement and all obligations hereunder will expire two (2) years from the date hereof.

Very truly yours,

HURON CAPITAL PARTNERS LLC

By: \_\_\_\_\_

Name: Gretchen B. Perkins

Title: Vice President

Agreed and accepted:

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

By: \_\_\_\_\_

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

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