



**200 West Madison Street  
Suite 2710  
Chicago, IL 60606**

Date

PRIVATE AND CONFIDENTIAL

Mr.

Dear :

The undersigned has an interest in considering a possible transaction with \_\_\_\_\_ ("\_\_\_\_\_" or the "Company"). In connection with our consideration of such a possible transaction (a "Transaction"), we have requested that you provide us with confidential information and materials concerning the Company. As a condition to being furnished such information, we agree to treat the written confidential information and materials concerning the Company which are obtained by us at any time (the "Evaluation Material") in accordance with the provisions of this letter agreement.

1. We agree that the Evaluation Material will be used solely for the purpose of evaluating a possible Transaction. We will keep the Evaluation Material confidential and will not disclose any of the Evaluation Material to any other person; provided, however, that any of the Evaluation Material may be disclosed to our partners, members, directors, officers, employees, agents, advisors, investors, actual or potential lenders, representatives and affiliates ("Representatives") who may need to know such information for the purpose of evaluating any such possible Transaction.
2. The Evaluation Material, and foregoing obligations, do not include information which we can show (i) was in the public domain or publicly known or available prior to the date of disclosure, (ii) was in our possession prior to the date of disclosure, provided that such information is not subject to another confidentiality agreement with, or other obligation of secrecy to, the Company, or (iii) becomes generally available to the public other than as a result of a disclosure by us or any of our Representatives, or (iv) becomes available to us on a non-confidential basis from a source other than the Company or its advisors, agents or investment bankers, provided that such source is not bound by a confidentiality agreement with, or fiduciary, or other obligation of secrecy to the Company.
3. Unless otherwise directed by the Company all inquiries and requests, including, without limitation, (a) communications regarding the contemplated transaction, (b) requests for additional information, (c) requests for facility tours or management meetings, (d) requests for meetings or calls with suppliers or employees, and (e) discussions or questions will be submitted to one of the representatives designated by the Company. We acknowledge and agree that nothing in this agreement shall constitute a grant of authority to us or our Representatives to remove, examine, or copy any particular document or item of information, and you shall retain control over the particular documents to be provided, examined or copied.

4. At any time, upon the Company's request, we shall promptly return to the Company all Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material (whether prepared by the Company, its advisors or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. Additionally, if the Company so requests, all documents, memoranda, notes and other writings whatsoever and all copies of such documents, and any information therefrom, whether stored electronically or otherwise, prepared by us based on the information in the Evaluation Material shall be destroyed, and such destruction shall be certified in writing to the Company by an authorized officer supervising such destruction.
5. In the event that we are requested in any proceeding to disclose any Evaluation Material, we will give the Company prompt notice of the existence, terms and circumstances of each such request so that the Company may seek an appropriate protective order or other confidential treatment of such information and will cooperate with the Company in obtaining such treatment. In the event that such protective order or other remedy is not obtained, or that the Company waives compliance with the provisions of this agreement in this particular instance, we will furnish only that portion of the Evaluation Material that we are advised by written opinion of counsel is legally required to be furnished.
6. Without your prior written consent in each instance, we will not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible Transaction between us and you, or any of the terms, conditions, business and financial information, or other facts with respect to any such possible Transaction, including the status thereof.
7. We understand that the Evaluation Materials have been prepared in good faith by the Company in reliance upon information provided by the Company. Also, we understand that while the information contained in the Evaluation Material is believed to be accurate, the Company expressly disclaim responsibility for any errors or omissions in the Evaluation Material and make no representation or warranty as to the accuracy or completeness of the Evaluation Material. We agree that neither the Company nor its representatives or advisors shall have any liability to us or any of our Representatives concerning any of the Evaluation Material, or the failure to provide any other information, except to the extent provided in a binding agreement (other than this agreement) or the binding portion of a letter of intent.
8. Unless and until a definitive written sale agreement with respect to any Transaction has been executed and delivered by the required parties to the Transaction, or a letter of intent which contains binding portions has been executed and delivered, no contract or agreement with respect to a Transaction involving the Company shall be deemed to exist between us and the Company or the shareholders of the Company, other than this express written agreement, and we hereby waive in advance any claims in connection with a Transaction involving the Company or contemplated by this agreement, except under the terms of any such written sale agreement, or letter of intent, and except as set forth in a written sale agreement or letter of intent. Neither the Company nor any of its shareholders will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this or any written or oral expression with respect to such Transaction by any of its directors, officers, employees, agents or any other representatives except, in the case of this letter, for the matters specifically agreed to herein or in said letter of intent or definitive written sale agreement. Neither the agreement set forth in this paragraph, nor any other portion of this agreement may be modified or waived except by a separate written agreement between us and the Company or its shareholders expressly so modifying or waiving such agreement.

9. The Company shall be free to define and conduct the proceedings for a Transaction, including applicable terms, conditions and procedures, as it may determine at any time in its sole discretion, unless otherwise agreed to by the Company and us through a mutually executed Letter of Intent or other similar agreement. Until such agreement is executed, such procedures, terms and conditions may be changed at any time in the sole discretion of the Company or its representatives without notice to us or any other person, and we shall not have any claim whatsoever against the Company and/or its shareholders, or the officers, directors, employees or representatives of the Company or its shareholders arising out of or relating to such contemplated or proposed Transaction, or the lack thereof. Unless otherwise agreed to by the Company and us, the Company and its shareholders shall be and remain free to pursue other opportunities with respect to the Company, and transactions with other parties with respect to the Company, or any of its divisions or assets, and to enter into sales agreements or other contracts with respect thereto without prior notice to us.
10. No failure or delay by the Company in exercising any right hereunder will operate as a waiver thereof, nor shall a single or partial exercise preclude further or other exercise thereof.
11. In the event that any court shall determine that any provisions of this agreement is invalid, such determination shall not affect the validity of any other provision of this agreement, which shall remain in full force and effect.
12. This agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement shall terminate on the date which is one year after the date hereof and neither party shall have any further obligation or liability hereunder except with respect to claims that a provision hereof has been breached made in writing to the other party prior to the expiration of such one year period.
13. **THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS, PRINCIPLES OR RULES.** Each of the parties hereto agrees to personal jurisdiction and proper venue in the Federal and State Courts of Illinois with respect to any action to enforce this agreement, or for a remedy for breach thereof.
14. **EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OR ANY CLAIM OR CAUSE OF ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THE PARTIES EACH AGREE THAT ANY AND ALL SUCH CLAIMS AND CAUSES OF ACTION SHALL BE TRIED BY THE COURT WITHOUT A JURY. EACH OF THE PARTIES FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LEGAL PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LEGAL PROCEEDING IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.**

Very truly yours,

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Signature

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Name

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Title

for Prospect Partners LLC