

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "*Agreement*") is executed effective as of _____ (the "*Effective Date*") by and between **Tempus Wausau, LLC** (referred to herein as the "*Disclosing Party*") and _____ ("*Recipient*").

W I T N E S S E T H:

WHEREAS, Recipient has expressed an interest in possibly pursuing/engaging in a real estate purchase transaction with the Disclosing Party (a "**Possible Business Transaction**");

WHEREAS, in connection therewith certain nonpublic information which the Disclosing Party considers confidential may be disclosed to or otherwise made available to Recipient; and

WHEREAS, in connection with the disclosure of such information, Recipient has agreed that Recipient will maintain the confidentiality of such information and will abide by the other covenants applicable to Recipient as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION. The term "*Confidential Information*", as used herein, shall mean and include any and all information concerning or relating to the Disclosing Party or any of its affiliates, or Disclosing Party's or any of its affiliates' respective businesses, and any and all other information furnished to or otherwise made available to Recipient (or any of its agents, advisors or representatives) by the Disclosing Party or any of its agents, advisors or representatives (orally, in writing or in electronic form, and whether or not specifically marked or confirmed as "confidential" or "proprietary"), including, without limitation, the existence and terms of this Agreement; stockholder lists and records; financial statements and other financial and accounting data and information; banking and financial arrangements; information regarding leases and other contracts; prospective leases and other contracts; information regarding assets and properties; employee and personnel information and records; sales and marketing plans and strategies; customer information and records; [product/service] development plans and methods; purchasing and inventory control methods and procedures; supplier information and records; specialized know-how; and any and all other trade secrets, private, non-public or other confidential proprietary information concerning or relating to the Disclosing Party or any of its affiliates, or Disclosing Party's or any of its affiliates' respective businesses; excluding, however, information which (i) is or becomes generally available to the public, other than as a result of a disclosure, directly or indirectly, by Recipient (or any of Recipient's agents, advisors or representatives) in violation of this Agreement, or (ii) is or has been provided to or otherwise made available to Recipient on a non-confidential basis from a source other than the Disclosing Party or any of its respective agents, advisors or representatives, provided such source was not at the time

of disclosure known (or reasonably should have been known) by Recipient to bound by an agreement, obligation or duty of confidentiality with the Disclosing Party or otherwise prohibited from transmitting such information by reason of a contractual, legal, fiduciary or other similar relationship with the Disclosing Party. The term "Confidential Information" shall also include all analyses, compilations, studies, notes and other materials prepared by Recipient or any of Recipient's agents, advisors or representatives, containing or based in whole or in part on Confidential Information.

2. CONFIDENTIALITY.

(a) Recipient agrees that Recipient and Recipient's agents, advisors or representatives (i) will keep all Confidential Information strictly confidential, (ii) will give such Confidential Information at least the same degree of confidential treatment that an ordinary prudent business person would afford to its own confidential proprietary information and trade secrets, and (iii) will use Confidential Information solely for the purpose of evaluating the Possible Business Transaction, and for no other purpose. Except as otherwise provided herein, or as required by applicable law, or rule, regulation or order of a court or governmental agency or authority, Recipient agrees that Recipient (and Recipient's agents, advisors or representatives) will not, directly or indirectly, disclose to any third party any Confidential Information in any manner whatsoever without the Disclosing Party's prior written consent. Recipient may, however, disclose such information to its authorized agents, advisors and representatives strictly on a need to know basis solely for purposes of evaluating the Possible Business Transaction, provided Recipient informs such persons of the terms of this Agreement and obtains their agreement, for the benefit of the Disclosing Party, that they will keep such information strictly confidential and will otherwise abide by the terms of this Agreement as applicable to Recipient. In any event, Recipient shall cause such persons to comply with this Agreement and shall be responsible for any disclosure or use by any of them of any Confidential Information otherwise than as authorized pursuant to this Agreement.

(b) Recipient further agrees that except (i) as otherwise expressly provided herein, or (ii) as required by applicable law, or rule, regulation or order of a court or governmental agency or authority, Recipient (and Recipient's agents, advisors or representatives) will not, without the prior written consent of the Disclosing Party, directly or indirectly, disclose to any third party the fact that Confidential Information has been provided to Recipient or that discussions or negotiations are taking place concerning a Possible Business Transaction, or any of the terms of such Possible Business Transaction, including the status thereof.

(c) Recipient shall direct all requests, inquiries and questions regarding Confidential Information or otherwise relating to any Possible Business Transaction only to (i) Kasey Brown or (ii) such other of the Disclosing Party's officers, employees, agents, representatives and advisors as hereafter expressly authorized by the Disclosing Party in writing to Recipient as a permissible Disclosing Party contact person for this purpose. In no event shall Recipient or any of Recipient's agents, advisors or representatives discuss any Confidential Information with any other employees of the Disclosing Party or disclose to any such other

employee the fact that discussions relating to a Possible Business Transaction are taking place, without the prior separate written consent of the Disclosing Party.

3. RETURN OF INFORMATION.

(a) At any time, upon the request of the Disclosing Party, Recipient agrees that Recipient will promptly return and deliver to the Disclosing Party all Confidential Information (whether in written or electronic form) in the possession of or under the control of Recipient or any of Recipient's agents, advisors or representatives, as well as any and all copies made thereof, or will certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

(b) Notwithstanding the provisions of Section 3(a) above, Recipient (and Recipient's agents, advisors or representatives) (i) shall be permitted to retain a copy of the Confidential Information to the extent required to comply with applicable law or the requirements of any governmental agency or authority, or the retaining party's written and established internal document retention policies, and (ii) shall not be required to destroy, delete, or modify any backup tapes or other media pursuant to automated archival processes in the retaining party's ordinary course of business; provided in each case of clause (i) and (ii) of this Section 3(b), any such Confidential Information retained shall remain subject to the confidentiality and restricted use obligations of this Agreement for so long as such Confidential Information is retained, and the provisions of this Section 3(b) shall survive any termination of this Agreement.

4. REQUIRED DISCLOSURE. In the event that Recipient or any of Recipient's agents, advisors or representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Recipient agrees that Recipient, or Recipient's agent, advisor or representative, as the case may be, where not legally prohibited, (a) shall provide to the Disclosing Party prompt notice of such request(s) and the information or documents requested thereby so as to enable the Disclosing Party to consider seeking to obtain an appropriate protective order or other appropriate relief, and (b) to the extent reasonably requested by the Disclosing Party, shall cooperate with the Disclosing Party in taking legally available commercially reasonable steps to resist or narrow such request. If, in the absence of a protective order or the receipt of a waiver hereunder, Recipient (or Recipient's agent, advisor or representative, as the case may be), is nonetheless, in the opinion of its counsel, compelled to disclose Confidential Information pursuant to an order of a court or governmental administrative authority or else stand liable for contempt or suffer other material censure or penalty, such information may be disclosed to the extent as legally required by such court or governmental authority without liability hereunder; provided, however, Recipient (or Recipient's agent, advisor or representative, as the case may be), shall give to the Disclosing Party written notice of the information to be so disclosed as soon as reasonably practical, and to the extent reasonably requested by the Disclosing Party, shall utilize commercially reasonable efforts to cooperate with the Disclosing Party in seeking to obtain a protective order or other reliable assurance that confidential treatment will be accorded to such portion of the information required to be disclosed as the Disclosing Party may reasonably designate.

5. ACCURACY OF INFORMATION. Recipient acknowledges and agrees that (i) neither the Disclosing Party nor or any of its agents, advisors or representatives, make any representation or warranty, express or implied, regarding the accuracy or completeness of the Confidential Information, and (ii) neither the Disclosing Party nor or any of its agents, advisors or representatives, shall have any liability resulting from the use of Confidential Information by any of Recipient or any reliance thereon, except with respect to the Disclosing Party to the extent express representations or warranties are made with respect thereto in a definitive written agreement, if any, with respect to the Possible Business Transaction, when and if executed and delivered by the parties, and subject to such limitations and restrictions as may be set forth therein.

6. NO EMPLOYEE/VENDOR SOLICITATION. Recipient agrees that for a period of two (2) years from and after the Effective Date hereof, neither Recipient, nor any of Recipient's agents, advisors or representatives to whom Confidential Information has been provided, will directly or indirectly, without first obtaining the prior written consent of the Disclosing Party, [knowingly] hire or solicit for hire any employee of the Disclosing Party, or induce or attempt to induce any employee, vendor or supplier of the Disclosing Party to terminate his, her, or its relationship with the Disclosing Party, or in the case of vendors or suppliers, to materially alter the level of business transacted with the Disclosing Party; provided, general solicitations through customary public advertisements not specifically targeting employees, vendors or suppliers of the Disclosing Party shall not constitute a breach of the foregoing covenant.

7. EQUITABLE RELIEF. Recipient acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Recipient or any Recipient's agents, advisors or representatives, the Disclosing Party shall be entitled (without any requirement to post a bond or other security) to appropriate equitable relief, including an injunction and specific performance, as a remedy for any such breach or threatened breach, in addition to, and not exclusive of, any and all other rights and remedies available at law or in equity; and Recipient hereby irrevocably waives any defense that it might have based on the possible adequacy of a remedy at law which might otherwise be asserted as a bar to any such injunctive relief or remedy of specific performance.

8. NO OTHER OBLIGATIONS OR COMMITMENTS. Recipient understands that the Disclosing Party may be simultaneously negotiating with other parties and may be providing Confidential Information to other parties, and the Disclosing Party reserves the right, in its sole and absolute discretion, to reject any or all proposals. Nothing contained in this Agreement, express or implied, or the fact that Confidential Information is provided, shall create any obligation or commitment on the part of either party to enter into any contract with respect to any Possible Business Transaction or any other matter. Notwithstanding anything herein to the contrary, the Disclosing Party is under no obligation or commitment to provide any specific Confidential Information to Recipient hereunder, and either party is free to discontinue discussions and negotiations (and the Disclosing Party is free to cease providing Confidential Information hereunder) at any time without liability prior to the execution and delivery by the parties of a definitive written agreement with respect to the Possible Business Transaction, when and if executed and delivered by the parties; provided, however, the terms of this Agreement shall survive any such termination of discussions and negotiations (and any cessation by the Disclosing

Party in providing Confidential Information hereunder) [until the expiration or other termination of this Agreement].

9. MISCELLANEOUS.

(a) Validity. Each party represents to the other that this Agreement constitutes the legal, valid and binding obligation of such party, duly enforceable against such party in accordance with the terms hereof.

(b) Severability. In the event any portion of this Agreement is held invalid or unenforceable, such determination shall not affect the remaining terms and provisions hereof that may be given effect without such invalid or unenforceable provisions, and to this end the provisions of this Agreement are declared to be severable.

(c) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other prior agreements in respect thereof, oral or written.

(d) Modification/Waiver. No term or provision contained herein may be modified, amended or waived except by written agreement or consent signed by each party to be bound thereby. No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available. Any consent or waiver provided for herein may be given or withheld in the sole and absolute discretion of the party having the right to grant or withhold such consent.

(e) Binding Effect and Benefit; Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective successors and assigns; provided, in no event may Recipient assign or otherwise transfer this Agreement (or any part hereof) without the prior written consent of the Disclosing Party.

(f) Governing Law. This Agreement shall be subject to, and construed in accordance with, the laws of the State of Arkansas, without regard to conflict of law principles.

(g) Fees of Legal Counsel. In the event of any breach or threatened breach of this Agreement by Recipient or any Recipient's agents, advisors or representatives, Recipient shall reimburse the Disclosing Party for all reasonable out of pocket costs and expenses incurred by the Disclosing Party in connection with any action to enforce this Agreement or to obtain damages or other relief in connection with such breach, including reasonable attorneys' fees.

(h) Rights and Remedies Cumulative. The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

(i) Captions. Headings and captions used herein are for convenience purposes only and shall have no effect upon the interpretation of this Agreement.

(j) Gender and Number. Throughout this Agreement, the masculine shall include the feminine and neuter, and the singular shall include the plural, and vice versa as the context requires.

(k) Joint Preparation. This Agreement shall be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any party by reason of its drafting of this Agreement, but shall be interpreted according to the application of the general rules of interpretation for arms' length agreements.

(l) Counterparts; Facsimile. This Agreement may be executed and delivered by facsimile or other electronic signature and/or in multiple counterparts, all of which together shall constitute one and the same instrument.

10. TERM. Except as otherwise set forth in this Agreement, this Agreement shall continue in effect until (and shall terminate upon) the earlier of (i) three (3) years from the Effective Date, or (ii) the closing and consummation of the Possible Business Transaction. The termination of this Agreement shall not, however, affect any rights or remedies of either party hereto with respect to any breach or other violation of this Agreement occurring prior to the effective time of said termination.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year aforesaid.

Disclosing Party:

TEMPUS WAUSAU, LLC

By: Tempus Managing GP, LLC, an Arkansas limited liability company, as Manager

By: _____
Isaac Smith, Manager

Recipient:

By: _____

Title: _____