

**STEVENSON
& COMPANY**

500 Davis Street • Suite 600 • Evanston, Illinois 60201

C O N F I D E N T I A L I T Y A G R E E M E N T

Stevenson & Company ("we") or ("us") have had conversations with _____, ("you") or (the "Company") concerning a possible acquisition, divestiture or other transaction involving the Company and you are furnishing us non-public information ("Information") concerning the Company to assist us in working with you. By signing this letter, we acknowledge that the Information we have requested is confidential.

In consideration of you furnishing us with the Information, we agree that:

1. The Information will be kept confidential and shall not, without your prior consent, be disclosed by us, or by our agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by us, our agents, representatives or employees, other than in connection with the transaction upon which we are working. Moreover, we agree to reveal the Information only to our agents, representatives and employees who need to know the Information for the purpose of evaluating the transaction described above, who are informed by us of the confidential nature of the Information and who shall agree to act in accordance with the terms and conditions of this Agreement.

2. Without your prior consent, except (i) for information that becomes publicly available through no wrongful act of us, (ii) as required by applicable law, or (iii) as authorized by you, we and our agents, representatives and employees will not disclose the Information to any person and will hold such information in confidence. Except as contemplated herein, we agree not to disclose that discussions or negotiations are taking place or have taken place concerning a possible transaction involving the Company, or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

We agree that our obligations hereunder are for the benefit of the Company. We also agree to promptly return to you all original and duplicate copies of such Information should your discussion terminate or at an earlier date if so requested by Company.

The obligations of this Agreement shall be continuing until the Information is no longer confidential. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by each party hereto and its respective successors and assigns.

Accepted and Agreed to
this ____ day of _____, 200__:

STEVENSON & COMPANY

_____(Company)

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Its (Print): _____

Its (Print): _____