

**CONFIDENTIALITY AGREEMENT FOR REVIEW OF ASSETS**

CONFIDENTIALITY AGREEMENT FOR REVIEW OF ASSETS (the "**Agreement**") is made and agreed to by \_\_\_\_\_ a \_\_\_\_\_ with its principal office located \_\_\_\_\_ (the "**Reviewer**") and Stirling Capital Management LLC, a Florida limited liability company with its principal office located at 4198 Bluff Harbor Way, Wellington, Florida 33449 ("**Stirling**") (Stirling and the Reviewer are sometimes hereinafter each referred to as a "**Party**" and collectively as the "**Parties**").

**Preamble**

The Reviewer has requested from Stirling permission to review and inspect certain information relating to certain financial debt instruments (the "**Assets**") that are being offered for sale. It is specifically acknowledged by the Reviewer that all Confidential Information (as defined below) is confidential and/or proprietary in nature.

In consideration of being granted the opportunity to review and inspect the Confidential Information, and for other good and valuable consideration, including the rights and obligations of the Parties herein expressed, the adequacy and sufficiency of which is hereby acknowledged, Stirling and the Reviewer agree as follows:

**Agreement**

**Section 1. Confidential Information.** Confidential Information, as used in this Agreement shall include: (a) all documents, reports, and other information relating to or in any way pertaining to the Assets; and (b) all information provided in response to any request from the Reviewer, regardless of the form of such response or the manner in which such information may be provided. The term "**Confidential Information**" shall not include information which: (a) is already known to the Reviewer from sources not known by the Reviewer to be subject to any confidentiality obligations; (b) is or becomes generally available to the public, other than as a result of a disclosure by the Reviewer or any of the Qualified Persons (as defined below); or (c) is required to be disclosed by law or by regulatory or judicial process after the Reviewer's compliance with the notice requirements of Section 8 below.

**Section 2. Purpose.** The Reviewer agrees that its review and inspection of the Confidential Information shall be solely to conduct due diligence, on its own behalf, for determining whether to submit a bid to purchase some or all of the Assets, and for no other purpose.

**Section 3. Non-Disclosure and Use of Confidential Information.** The Reviewer agrees to hold the Confidential Information in strict confidence and not to disclose any of the Confidential Information without the prior written consent of Stirling to any person other than to its (i) employees, officers, and directors (including those of its affiliates); (ii) agents and representatives, including its attorneys, accountants and lenders; and (iii) insurance and reinsurance firms (individually and collectively referred to herein as the "**Qualified Person**"), and then only to the extent necessary for the purpose referred to in Section 1 above. The Reviewer shall inform each Qualified Person that receives any of the Confidential Information of the requirements of this Agreement and shall require each such Qualified Person to comply with such requirements. The Reviewer shall be liable for breach of this Agreement by any Qualified Person.

**Section 4. Legal Requirements.** In addition to and without limiting any of the other requirements set forth in this Agreement, any non-public personal, financial and other information, as defined and described in the Gramm-Leach-Bliley Act, as amended, and its supplementing, implementing and enabling rules, regulations and materials ("**GLBA**"), included within the Confidential Information ("**Customer Information**") is subject to the restrictions set forth in this Section. The Reviewer shall comply with GLBA and all other applicable federal and state laws and regulations regarding privacy and shall maintain

reasonable safeguards to ensure such compliance. The Reviewer agrees not to contact or communicate with any of the Assets’ obligors or any of their representatives or to take any action in violation of any laws, rules or regulation.

**Section 5. Notices.** All notices, waivers, demands, requests or other communications required or permitted by this Agreement, to be effective, shall be in writing, properly addresses, and shall be given by (a) personal delivery or (b) established overnight commercial courier with delivery charges prepaid or duly charged as follows:

Reviewer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stirling: Stirling Capital Management LLC  
4198 Bluff Harbor Way  
Wellington, FL 33449  
Attention: Ed Forbes, President

or to any other address or addressee as any party entitled to receive notice under this Agreement shall designate, from time to time, by notice given to the others in the manner provided in this Section. Notices given by personal delivery shall be deemed received upon tender to the respective natural person named above. Notices given by overnight courier shall be deemed received the next business day after delivery to such overnight commercial courier.

**Section 6. Indemnification.** The Reviewer agrees to indemnify, defend (through attorneys reasonably acceptable to Stirling and its successors and assigns) and hold harmless Stirling and the Seller and all officers, directors, employees and agents of Stirling and the Seller from and against any and all pending or threatened claims or causes of action, which may at any time be assessed against Stirling or the Seller or their respective officers, directors, employees or agents arising out of a breach of this Agreement by the Reviewer or the Qualified Person or the Reviewer’s or the Qualified Person’s use or disclosure of the Confidential Information in violation of any applicable laws, rules or regulations.

**Section 7. Remedies.** If the Reviewer or the Qualified Person fails to comply with this Agreement, the Reviewer acknowledges and agrees that Stirling and the Seller may suffer irreparable injury, which may not be adequately compensated for by monetary damages alone. In the event of a breach or threatened breach of this Agreement, the Reviewer agrees that Stirling shall be entitled to injunctive, preliminary or equitable relief, in addition to any other remedies available at law.

**Section 8. Judicial Proceeding.** In the event that the Reviewer or the Qualified Person is requested or required by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process to disclose any of the Confidential Information, the Reviewer shall provide Stirling with prompt written notice of any such request or requirement so that Stirling may at its option seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

**Section 9. Return or Destruction of Information.** The Reviewer shall return to Stirling or destroy any and all Confidential Information within the Reviewer’s or the Qualified Person’s possession or control the sooner of (a) the Reviewer’s decision not to proceed with the purchase of the Assets or (b) upon Stirling’s written request.

**Section 10. Termination / Survival of Certain Terms.** The restrictions in this Agreement shall terminate as to any of the Assets acquired by the Reviewer. The terms and conditions of this Agreement shall remain in full force and effect as to any Assets not acquired by the Reviewer.

**Section 11. Telecopy Signatures.** This Agreement shall be deemed binding upon Stirling's receipt of an original or telecopy of same, executed by the Reviewer. Telecopy signatures shall be deemed valid and binding to the same extent as the original.

**Section 12. No Representations or Warranties.** The Reviewer acknowledges and understands that the Confidential Information has been prepared by parties other than Stirling and that Stirling makes no representations or warranties whatsoever, express or implied, with respect to the content, completeness or accuracy of the Confidential Information.

**Section 13. Waiver.** No failure to enforce or waiver of any rights with respect to any breach of this Agreement shall be construed to establish any course of dealing or prohibit, in any manner, either Party's right to seek damages for any subsequent breach of this Agreement.

**Section 14. Entire Agreement.** This Agreement, including the Preamble, represents the entire Agreement between the Parties relating to the treatment of Confidential Information heretofore or hereafter reviewed or inspected by the Reviewer. This Agreement supersedes all negotiations, discussions, memoranda, notes, correspondence, conversations or other Agreements previously executed by the Parties with respect to the matters described herein, and is expressly limited to the terms hereof. The execution of this Agreement does not create any right, title or interest, express or implied, on behalf of the Reviewer regarding the sale of any of the Assets. No such right, title or interest shall exist except those created by a subsequent and definitive Purchase and Sale Contract executed by the Reviewer, as the buyer, and the Seller of the Assets.

**Section 15. Governing Law/Jurisdiction.** This Agreement shall be governed by the laws of the State of Florida. In the event of any litigation arising out of this Agreement, the parties hereby agree to submit to the jurisdiction of the courts of West Palm Beach County, Florida, and expressly waive any claimed defenses to the exercise of such jurisdiction, and agree that venue shall be exclusively in the courts of West Palm Beach County, Florida,.

**Section 16. Fees and Costs.** In the event of any litigation between the parties regarding the subject matter hereof, the prevailing Party shall be entitled to collect from the non-prevailing Party, legal fees and costs.

**IN WITNESS WHEREOF** a duly authorized representative of each of the Reviewer and Stirling has executed this Agreement as of the date set forth below.

**“Reviewer”**

\_\_\_\_\_

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

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

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

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

**“Stirling”**

Stirling Capital Management LLC

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

Printed Name: Ed Forbes

Title: President

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