

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (the "**Agreement**"), effective as of May 1, 2015 (the "**Effective Date**"), is entered into by and between William Blair & Company, L.L.C., a Delaware limited liability company ("**William Blair**"), and the Village of Antioch, Lake County, Illinois (the "**Village**") on the other.

WHEREAS, in connection with discussions between William Blair and the Village concerning a proposal for refunding certain bonds issued, in part, to finance improvements within Special Service Area Number One and Special Service Area Number Two of the Village (the "**Purpose**") and William Blair and the Village (each, a "**Party**" and together, the "**Parties**") desire to share certain information that is non-public, confidential or proprietary in nature.

WHEREAS, such information is necessary to conducting financial and market analysis and preparing preliminary drafts, agreements, recommendations and such other records in which opinions are expressed or policies or actions are formulated.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information. The term "**Confidential Information**" means all non-public, confidential or proprietary information disclosed before, on or after the date of this Agreement, by either Party ("**Disclosing Party**") to the other Party ("**Recipient**") or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "**Representatives**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation:

(a) all information concerning the Disclosing Party's and its affiliates' past, present and future business affairs including, without limitation, home and property purchases information, redevelopment plans and proposals, finances, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;

(b) all designs, specifications, documentation, images, icons, objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;

(c) any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives; and

(d) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the "**Notes**") prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

The Parties acknowledge and agree that the disclosure of such Confidential Information would cause competitive harm to the Disclosing Party. Except as required by applicable law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives; (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a contractual obligation to the Disclosing Party; (c) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or (d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

Further, the Parties specifically agree that the Confidential Information is exempt from the provisions of the Illinois FOIA law, since it is comprised of proprietary financial information, private information and personal information. See, 5 ILCS 5/140/7(b), (c) and (g).

2. Recipient Obligations. The Recipient shall:

(a) protect and safeguard the confidentiality of all such Confidential Information;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose; and

(c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under the Agreement; (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement.

3. Rights to and Return of Confidential Information. Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

4. Required Disclosure. Any disclosure by the Recipient or its Representatives of any of the Disclosing Party's Confidential Information pursuant to applicable law, regulation or a

valid order issued by a court or governmental agency of competent jurisdiction (a “**Legal Order**”) shall be subject to the terms of this Section. Prior to making any such disclosure, the Recipient shall provide the Disclosing Party with:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient’s legal counsel, such Legal Order specifically requires the Recipient to disclose.

5. Remedies. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.

6. Right to End Discussions. Each Party reserves the right, in its sole and absolute discretion, to reject any or all proposals, to decline to furnish further Confidential Information, and to terminate discussions at any time without liability to the other Party. The exercise of this right shall not relieve a Party of its duties under this Agreement with respect to Confidential Information disclosed before the termination of discussions under this Paragraph 6, which duties shall survive until the end of the term of this Agreement.

7. No Representations or Warranties. Neither Party makes any representation or warranty, express or implied, regarding the accuracy or completeness of the Confidential Information disclosed by such Party. Neither the disclosing Party nor its Representatives shall have any liability to the Recipient or any of its Representatives resulting from the use of the Confidential Information by the Recipient or its Representatives.

8. No Duty to Enter into Agreements or Complete Transactions. The sole purpose of this Agreement is to protect the confidentiality of each Party’s information to assist the Parties in conducting discussions concerning the Purpose. This Agreement does not obligate either Party to enter into any agreement with respect to the Purpose, to complete any transaction related to the Purpose or to enter into any future agreements. Unless and until a definitive agreement has been executed and delivered concerning the Purpose, no contract or agreement shall be deemed to exist between the Parties, other than this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois.

10. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. Assignment. No Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of each other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder.

14. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

15. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire on the earlier of (i) May 1, 2017, or (ii) on the date either Party provides written notice to the other Party that it terminates this Agreement and fulfills its obligations to return or destroy all Confidential Information pursuant to the terms hereof. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of five (5) years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Recipient.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

VILLAGE OF ANTIOCH,
Lake County, Illinois

By: 

Its: VILLAGE ADMINISTRATOR

Date: 5/11/15

WILLIAM BLAIR & COMPANY, L.L.C.

By: 

Its: Managing Director

Date: April 29, 2015

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