

Confidentiality Agreement

This Agreement is effective on this ____ day of September, 2011 (the "Agreement Date") between TOKYO ROPE MFG. CO., LTD., with its offices at 3-6-2 Nihonbashi Chuo-ku, Tokyo, Japan 103-8306 ("Company") and the MICHIGAN ECONOMIC DEVELOPMENT CORPORATION, a Michigan public body corporate, with its offices at 300 North Washington Square, Lansing, Michigan ("MEDC").

WHEREAS, Company is considering the feasibility of potential business operations within Michigan, and has approached the MEDC to discuss site locations and business plans.

WHEREAS, Company believes it necessary to give to the MEDC confidential financial or proprietary information concerning its business operations and the potential operation and location for this purpose.

WHEREAS, this Confidentiality Agreement ("Agreement") does not provide confidentiality for information necessary for application of incentives, or other requests for approvals, through the Michigan Strategic Fund or the Michigan Economic Growth Authority, each having its own confidentiality review process and statutory provisions upon which confidentiality may be granted.

NOW, THEREFORE the parties agree as follows:

- 1) The MEDC and its employees, Executive Committee, and authorized representatives will use the information provided by Company, described on **Exhibit A** to this Agreement (the "Confidential Information"), solely for the purpose of developing government policy, including making determinations regarding potential assisting in site selection and determining eligibility for various economic incentive programs administered by the MEDC.
- 2) The Company acknowledges that only information provided to the MEDC which is marked as "confidential" by the Company, and listed on the attached Exhibit A, is subject to confidentiality under this Agreement. Upon the reasonable request of the Company, Exhibit A may be amended from time to time by the MEDC.
- 3) The Confidential Information will be kept confidential to the maximum extent allowed by law or court order, and the MEDC and its employees, Executive Committee, and authorized representatives will not disclose any of the Confidential Information to third parties; provided, however, that the MEDC may disclose Confidential Information:
 - a. to the extent required by applicable law or court order;
 - b. if, prior to this Agreement Date, the Confidential Information was generally publicly available;
 - c. if, after the Agreement Date, the Confidential Information becomes publicly available without the fault of or action on the part of the MEDC, its employees, or authorized representatives; or
 - d. to the extent that Company gives its prior written consent to such disclosure.
- 4) In the event that the MEDC receives a request to disclose the Confidential Information pursuant to the Freedom of Information Act, the MEDC agrees, to the extent allowable by law, to

assert that the information is exempt from disclosure pursuant to Section 13(1)(f) of the Act, MCL 15.243(1)(f), or any other relevant exemption.

5) Nothing contained in this Agreement, nor shall the furnishing of Confidential Information be construed as granting any property right, by license or otherwise, to any Confidential Information or to any legal rights now or hereinafter held by either party subject to this Agreement.

6) This Agreement shall be effective until the three year anniversary of the Agreement Date ("Ending Date"), unless extended in writing by the Company and the MEDC. Within a reasonable time following the Ending Date, the MEDC shall destroy or return to Company any and all copies of the Confidential Information, in all media.

7) This Agreement shall be governed and construed in accordance with the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan, USA.

8) This Agreement may be signed in one or more counterparts, including faxed copies, each of which shall be deemed one and the same original. Reproductions of this executed original, with reproduced signatures, shall be deemed to be original counterparts of this Agreement.

9) This is the entire agreement between the parties concerning the subject matter of this Agreement and it supersedes any prior written or oral agreements thereon and may not be amended or modified except by subsequent agreement in writing by duly authorized representatives of the parties.

Tokyo Rope Mfg. Co., Ltd.

By:
Its:

Michigan Economic Development Corporation

Michael A. Finney
President & Chief Executive Officer

Exhibit A

(please list all documents provided to the MEDC as covered by this Agreement)