

1.2 Other Definitions. As used in this Agreement, the term “Representative” means, as to any person, such person’s affiliates and its and their controlling persons, directors, officers, employees, agents, advisors (including, without limitation, financial advisors, legal counsel, and accountants) and such person’s equity and debt financing sources. As used in this Agreement, the term “affiliate” has the meaning given to that term in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended. As used in this Agreement, the term “person” shall be broadly interpreted to include any individual, partnership, corporation, limited liability company, association, firm, joint stock company, estate, trust, joint venture, unincorporated organization, other business entity, or Government Authority. As used in this Agreement, “Law” means any foreign or domestic federal, state or local law, statute, code, ordinance, regulation, rule, order, consent agreement, constitution or treaty of any Government Authority, including common law. “Government Authority” means any foreign or domestic federal, state or local government or quasi-governmental authority or regulatory authority or any commission, board, bureau, administrative body, department, agency, subdivision, court or other tribunal of any of the foregoing.

2. Treatment of Evaluation Material.

2.1 Obligation of Confidentiality. Recipient agrees: (a) except to the extent otherwise required by Law, to keep confidential and not to disclose or reveal any Evaluation Material to any person other than those of its Representatives (i) who are actively and directly participating in Recipient’s evaluation of the Proposed Transaction or who otherwise need to know the Evaluation Material for the purpose of evaluating the Proposed Transaction and (ii) whom Recipient will direct to observe the terms of this Agreement; and (b) not to use Evaluation Material for any purpose other than Recipient’s evaluation of the Proposed Transaction or the consummation of the Proposed Transaction. Except as required by Law, Recipient and the Disclosing Party mutually agree not to disclose to any person (other than those of Recipient’s and the Disclosing Party’s Representatives who are actively and directly participating in the evaluation of the Proposed Transaction or who otherwise need to know the Evaluation Material for the purpose of evaluating the Proposed Transaction and whom Recipient and the Disclosing Party, respectively, will direct to observe the terms of this Agreement) any information about the Proposed Transaction, or the terms or conditions or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, the existence of this Agreement, or the fact that Evaluation Material has been made available to Recipient or any of its Representatives.

2.2 Required Disclosure. In the event that a Party or any of its Representatives is required by Law to disclose any Evaluation Material or any information concerning the Proposed Transaction, such Party agrees that it will: (a) use commercially reasonable efforts to provide the other Party with advance written notice of such request or requirement in order to enable the other Party to seek an appropriate protective order or other remedy; (b) consult with the other Party with respect to the request; and (c) use commercially

reasonable efforts to disclose only that portion of the Evaluation Material or information concerning the Proposed Transaction that is legally required to be disclosed.

2.3 Responsibility for Breach. Each Party acknowledges that it shall be responsible for any breach of the terms of this Agreement by it or any of its Representatives.

3. Definitive Agreement. Each Party understands and agrees that no contract or agreement providing for any transaction involving the Proposed Transaction shall be deemed to exist between Recipient and the Company unless and until a definitive agreement regarding the Proposed Transaction has been executed and delivered by such Parties. Each Party further understands and agrees that neither Party, nor any of its Representatives, is under any legal obligation or has any liability to the other Party of any nature whatsoever with respect to the Proposed Transaction by virtue of this Agreement or otherwise (other than with respect to the confidentiality and other matters set forth herein). Recipient also acknowledges and agrees that: (a) the Company and its Representatives may conduct the process that may or may not result in the Proposed Transaction in such manner as the Company, in its sole discretion, may determine (including, without limitation, negotiating and entering into a definitive agreement with any third party without notice to Recipient); (b) the Company may terminate such process at any time; and (c) the Company reserves the right to change, in its sole discretion, at any time and without notice to Recipient, the procedures relating to its and Recipient's consideration of the Proposed Transaction (including, without limitation, terminating all further discussions with Recipient and requesting that Recipient return or destroy the Evaluation Material as described below).

4. Return of Evaluation Material. Recipient will, promptly at the Company's written request at any time, at Recipient's election either return to the Company or destroy all Evaluation Material (including all copies or reproductions thereof in whatever form or medium, including electronic copies) furnished by the Disclosing Party or any of its Representatives. Notwithstanding the foregoing, in the event of any such request or election, Recipient and its Representatives may keep one copy of any Evaluation Material to the extent required to comply with applicable Law, legal process or bona fide retention policy.

5. Miscellaneous.

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

5.2 Injunctive Relief. The Parties agree that irreparable damage may occur in the event that the provisions of this Agreement are not performed in accordance with their specific terms. Accordingly, it is hereby agreed that each Party shall be entitled to seek an injunction or injunctions to enforce specifically the terms and provisions hereof in any Court, this being in addition to any other remedy to which it may be entitled at law or in equity.

5.3 Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. The obligations of the Parties under this Agreement shall terminate on the second (2nd) anniversary of the date hereof. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and Recipient.

5.4 Counterparts. This Agreement may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5.5 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or received by electronic mail, one (1) day after deposit with Federal Express or similar overnight courier service, upon transmission by facsimile if a customary confirmation of transmission is received during normal business hours and, if not, the next business day after transmission or three (3) days after being mailed by first class mail, return receipt requested to the address listed on the signature page hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed individually and by their duly authorized representatives and individually on the date first written above.

Individual :

RECIPIENT:

By: _____

By: _____

Name: Earl Braxton

Name:

Title: Proprietary Information

Address for Notices:

Address for Notices:

3487 East Point Court

Shelby Township, Michigan 48316

Phone: 800-521-6310

Phone:

Email: Sales@PortaJohn.com

Email:

Porta John®: EIN 38-2997409

Duns 609916015

Earl Braxton, Individually

, Individually

JoAnn Braxton, Individually

, Individually

