

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

March 2016

Dear Potential Transaction Participant:

In order to allow you ("you" or "Receiving Party") to evaluate a possible business transaction (the "Purpose") with the target company to be described in the Project Shine materials (the "Company"), InterOcean Advisors LLC ("we" or "InterOcean"), on behalf of the Company, may furnish to you and/or permit you to have access to certain financial and/or business information related to the Company. For purposes hereof, the possible business transaction shall include any recapitalization, acquisition, merger or other transaction involving the Company, whereby any securities or assets of the Company are sold, exchanged or otherwise transferred. As a condition to your receipt of such information, you agree as follows:

1. Confidential Information. The term "Confidential Information" shall include (i) any and all financial or other information, data, studies, forecasts, compilations, reports, interpretations, records, statements, documents, notes, electronic data, software, and any other data concerning the Company's business (whether oral, written or electronic), including without limitation its products, product designs, drawings, specifications, engineering data, processes, manufacturing information, sales and marketing plans, programs, strategies, costs, other financial data, methods and means, know-how, samples, materials, devices, and any technology related to the Company (collectively, "Items"), and obtained, directly or indirectly (whether in the past or in the future) by the Receiving Party or its agents, representatives or advisors, (ii) any Items based upon Items obtained by the Receiving Party or its agents, representatives or advisors, regardless of who prepared such Items, (iii) the fact that InterOcean is providing or may provide confidential information to the Receiving Party, and (iv) the fact that Receiving Party and the Company may negotiate, consider or engage in, or are negotiating, considering, or engaging in a possible business transaction.

2. Nondisclosure. The Receiving Party agrees to hold the Confidential Information in strictest confidence, to not disclose Confidential Information to any person (except as provided below), and to use the Confidential Information only for the Purpose. Without limiting the generality of the foregoing, the Receiving Party agrees as follows:

(a) The Confidential Information will be disclosed only to those of the Receiving Party's affiliates, and its and their, directors, officers, members, partners, employees, joint-venture partners, co-investors and agents, including potential financing sources (collectively, "Representatives") who need access to the Confidential Information to enable the Receiving Party to use the Confidential Information for the Purpose;

(b) The Receiving Party shall, at the Company or InterOcean's written request, destroy all copies of documents within its possession or control containing any of the Confidential Information. Destruction shall include the deletion of all readily accessible electronic Confidential Information, however, Receiving Party may keep one copy of any document requested to be destroyed in the files of its legal department for record purposes only;

(c) All of the Receiving Party's Representatives shall be subject to all of the obligations set forth herein, and the Receiving Party shall be responsible and liable for any breach by any such person of any of the obligations set forth herein; and

(d) If the Receiving Party is approached by a third party concerning its involvement with the Company, you agree that you will promptly inform InterOcean or the Company of the nature of such contact and the persons involved; provided, that if Receiving Party refuses to engage in any such discussions with such third party, its obligations under this sentence shall not apply.

3. Exceptions to Nondisclosure. The nondisclosure obligations set forth under Paragraph 2 of this Agreement shall not be deemed to restrict the use and/or disclosure of any Confidential Information which:

(a) is or becomes publicly known or within the public domain without the breach of this Agreement by the Receiving Party or its Representatives or a violation that the Receiving Party is aware of by a third party of any obligation to InterOcean or the Company;

(b) is disclosed to the Receiving Party on a nonconfidential basis by a third person who, to the Receiving Party's knowledge after due inquiry, is not under an obligation of confidence to InterOcean or the Company; or

(c) is independently developed by the Receiving Party with no access to or reliance upon the disclosed Confidential Information.

4. Mandated Disclosure. In the event the Receiving Party is requested or required by any court or governmental agency or authority to disclose any of the Confidential Information, the Receiving Party agrees, (if legally permitted) to provide InterOcean and the Company with prompt notice of such request or requirement, whereupon InterOcean or the Company may seek appropriate protective relief from all or part of such request or requirement or waive compliance by the Receiving Party with the provisions of this Agreement with respect to all or part of such request or requirement. If, after InterOcean and the Company have had a reasonable opportunity to seek such relief, InterOcean or the Company fails to obtain such relief, and, if upon the advice of legal counsel, the Receiving Party believes that it is legally compelled to disclose any of the Confidential Information to such court, agency or authority, InterOcean and the Company acknowledge and agree that the Receiving Party may to the extent legally required disclose that portion of the Confidential Information it is required to disclose. The Receiving Party shall use reasonable efforts to cause any such disclosed Confidential Information to be treated confidentially.

5. No Representations; No Obligation. Although the Confidential Information contains information believed to be relevant for the Purpose, neither InterOcean nor the Company makes any representation or warranty as to the accuracy or completeness of the Confidential Information, nor shall either of them have any liability to you or any of your Representatives or advisors relating to or arising from any use of the Confidential Information. No party to this Agreement is under any obligation as a result of this Agreement to accept any offer or proposal which may be made by or on behalf of the other party, or to continue negotiations between the parties.

6. Nonsolicitation. Without the prior written consent of the Company in each instance, Receiving Party will not for a period of twenty-four (24) months from the Effective Date, directly or indirectly solicit for employment or employ, other than through or as a result of a general media advertisement, any person who is now employed by the Company in a managerial, executive, sales, engineering or technical/machine operator position.

7. Remedies. Receiving Party hereby acknowledges (i) that a violation by it of this Agreement would result in irreparable harm to InterOcean and the Company and (ii) that damages would be an inadequate remedy. Receiving Party, therefore, agrees that in addition to all remedies at law, InterOcean and the Company shall be entitled to seek equitable relief, including, but not limited to, the right to obtain an injunction to secure the specific performance of this Agreement and/or to prevent a breach or contemplated breach of this Agreement, without any requirement that InterOcean or the Company post a bond as a condition of such relief.

8. Term. This Agreement shall expire on the earlier of (a) twenty-four (24) months from the Effective Date, and (b) the date at which the Company and Receiving Party close upon a definitive agreement with respect to a business transaction contemplated by this Agreement.

9. Choice of Law; Jurisdiction. The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, without giving effect to any choice of law 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. Receiving Party specifically consents and submits to the exclusive jurisdiction of federal and state courts situated in the State of Michigan, and irrevocably waives any objections to such jurisdiction.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns.

11. Amendment. This Agreement cannot be amended, altered or modified, and no provision hereof may be waived, unless done so in writing, and signed by a duly authorized representative of the party against whom such modification or waiver is sought to be enforced. A waiver by any party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement.

12. Severability. The parties believe that every provision of this Agreement is effective and valid under applicable law, and whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect, with the offensive term or condition being stricken only to the extent necessary to comply with any conflicting law.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

14. Notices. All notices and demands required or permitted by this Agreement shall be in writing, and shall be deemed properly made: (a) upon personal delivery to such address as may be specified in writing by the relevant party; or (b) upon deposit in the U.S. mail, registered or certified mail, or with a recognized overnight courier, postage prepaid, addressed to the relevant address as may be specified in writing by the relevant party. Proof of sending any notice or demand shall be the responsibility of the sender.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding agreement when each party shall have executed one counterpart and delivered it to the other party.

16. No Obligation. Nothing in this Agreement shall be deemed to require InterOcean, the Company or you to engage in or continue discussions or negotiations in regard to the possible business transaction, or, in the case of InterOcean or the Company, to disclose any Confidential Information.

Please confirm your agreement with the foregoing by signing a copy of this Agreement and returning it to:

Mr. Nicholas Newlin
Managing Director
InterOcean Advisors LLC
nnewlin@ioadvisors.com

Very Truly Yours,

INTEROCEAN ADVISORS LLC



Nicholas Newlin
Managing Director

Accepted and agreed, this 16th day of March, 2016.

Company: Ashland Capital Partners

By: 

Printed Name: Steven Sigfusson

Title: Director