

CONFIDENTIAL COMMUNICATIONS AGREEMENT

THIS CONFIDENTIAL COMMUNICATIONS AGREEMENT ("Agreement") is made this 15th day of November, 2012, by and between A&R Nissley, Inc., Judith W. Nissley, Joyce Nissley (the "Nissleys") and Hellam Township, York County, Pennsylvania ("Hellam Township"). The foregoing parties are collectively identified herein as the "Parties".

WHEREAS, Purdue Agribusiness ("Purdue") is considering siting a soybean processing plant (the "Plant") in Conoy Township, Lancaster County, Pennsylvania; and

WHEREAS, The Plant would use hexane to process soybeans; hexane is recognized as a hazardous air pollutant by the EPA; the Nissleys are the owners of land located in Conoy Township, and Hellam Township is situated across the Susquehanna River from the Plant; the Parties oppose development of the Plant and therefore mutually seek to prevent development of the Plant; and

WHEREAS, the Parties believe there is a mutuality of interests in: (1) a common approach to the investigation of the facts concerning the development of the Plant, and (2) a common interest in the protection of communications pertaining to the Parties' mutual goal of enjoining development of the Plant; and

WHEREAS, the Parties have previously engaged in communications that were, and are intended to remain, confidential and privileged, and the Parties have shared and intend to continue to share, use, and rely upon privileged communications and work product as part of a common effort to enjoin development of the Plant; and

WHEREAS, the Parties intend to preserve all protections afforded by the attorney-client privilege and the attorney work product privilege; the Parties desire that confidential information, attorney-client privilege, and attorney work product materials shall be afforded the maximum possible protection to which such information is entitled under law, and the Parties believe the communication of matters of common concern in regard to this Agreement have been and remain essential to the effective representation of each Party's interest in preventing development of the Plant.

NOW, THEREFORE, the Parties, in furtherance of their information sharing effort, and intending to be legally bound, specifically agree that:

1. **Purpose.** The Parties understand that sole purpose of this Agreement is to facilitate and enhance each Party's independent effort to prevent development of the Plant by maximizing the information flow among counsel and clients who are Parties to the Agreement.

2. **Confidential Materials.** The Parties agree that a common legal interest in preventing development of the Plant is shared among the Parties, and pursuant to the common interest doctrine, as recognized by the Court in *In re Teleglobe Communications Corp.*, 493 F.3d 345, 364 (3d Cir. 2007), all attorney-client communications and attorney work product, together with any client and witness statements, interview notes and transcripts, legal memoranda, notes, documents reflecting any Party or Party representative mental impressions, conclusions and opinions that have been or are protected from discovery pursuant to Pa. R.C.P. 4003.3, factual summaries, digests, investigations and analyses, whether maintained and/or transmitted in printed or electronic format, shall constitute confidential materials ("Confidential Materials") under this Agreement. Additionally, all verbal communications regarding Perdue, the Plant, or any aspect of the permitting of the Plant, including Statements said among the Parties to this agreement, Statements made by or to a Party to this agreement, or to an attorney for any other Party to this agreement, Statements made by an attorney for one Party to another Party or to that Party's attorney ("Confidential Communications"), shall be considered confidential and privileged. As used herein, "Statements" shall include oral communications, written communications, telephonic communications, and e-mails. To the extent any Confidential Materials or Confidential Communications are exchanged between and among the Parties, the Parties agree to protect such materials and communications from disclosure to any person or entity not a party to this Agreement without the express written consent and permission from the other Party. All material provided pursuant to this agreement shall be used solely in connection with the Parties' mutual effort to enjoin development of the Plant and for no other purpose.

3. **Disclosure to Third Parties.** None of the Confidential Materials or Confidential Communications, and other communications, information, or documents that have been or will be disclosed by the Parties to each other as set forth in this Agreement, shall be disclosed to third parties, except pursuant to court order, without the express written consent of the Party who, in the first instance, disclosed the privileged information or documents as set forth in this Agreement. If any person requests or demands Confidential Materials or Confidential Communications, or other privileged communications, information or documents disclosed by one Party to the other, by subpoena or otherwise, counsel will immediately give written notification to counsel who supplied those materials. Counsel agree that each of them, in a cooperative manner, shall take all steps necessary or appropriate to permit the assertion of all rights and privileges with regard to said materials. Disclosure will occur only on court order or similar compulsion, unless written permission to waive the applicable requirements of this Agreement is first obtained.

4. **Permitted Disclosures.** The Parties agree that notwithstanding the provisions of paragraphs 2 and 3 herein, any Party may disclose Confidential Materials or Confidential Communications to the following: (1) the attorneys of record for each of the Parties, as well as to their respective partners, associates, paralegals and office staff as may be necessary to further the purposes of this Agreement, as well as to any specially appointed or designated counsel of either Party; (2) any experts or consultants retained by the Parties; and (3) officers, managers, employees and representatives of the Parties, as necessary to further the purposes and objectives of this Agreement.

5. **Rights of Each Party.** Nothing in this Agreement shall be construed to affect the separate and independent representation of each client by his or her respective counsel according to what his or her counsel and the client believe to be in the client's best interests. The Parties recognize the respective rights of each member to undertake separate and independent efforts in this regard and are free to disclose or use the results of the separate and independent efforts and documents that are not Confidential Materials or Confidential Communications, in any manner that a Party desires, without the consent of the other Party.
6. **Prior Communications.** The Parties expressly agree that the nature and terms of this Agreement, and all of the discussions leading up to this Agreement, shall be considered Confidential Materials and Confidential Communications, and shall remain strictly confidential and shall not be communicated, directly or indirectly, under any circumstances, unless required by court order.
7. **Inadvertent Disclosures.** In the event that an inadvertent or unauthorized disclosure is made, such disclosure, sharing or providing of information shall not be deemed a waiver of the attorney-client privilege, the work product immunity, or any other privilege.
8. **Duration of the Agreement.** The confidentiality obligations of this Agreement shall survive the termination of the Agreement. The confidentiality obligations shall not apply to information that is now or hereafter in the public domain or generally available to the public, except that it shall continue to apply to any information disclosed by any wrongful act or violation of this Agreement.
9. **Attorney-Client Relationship.** Nothing in this Agreement shall be construed to create an attorney-client relationship between counsel for the Nissleys and any other Party, between counsel for Hellam Township and any other Party, or between counsel for the Nissleys and Hellam Township. Each counsel shall owe each Party a duty of confidentiality as set forth herein, but shall not owe a duty of loyalty except as to each counsel's respective client(s).
10. **Authorization to Enter the Agreement.** The person executing this Agreement on behalf of each Party represents that he/she is authorized to do so.
11. **Modification of the Agreement.** This Agreement shall not be modified, amended, altered or supplemented except by a written agreement signed by both Parties.
12. **Terminating the Agreement.** The Parties understand that either Party may terminate this Agreement by providing written notice to Counsel and the other Party at least five (5) days prior to the effective date of such termination.