



**CENTRAL TEXAS AIRPORT**  
At Green Corporate Centers



Central Texas Airport Holdings, Inc.  
925-B South Capital of Texas Highway, Suite 115  
Austin, Texas 78746

September 20, 2011

Joe Newman  
Elgin Economic Development Corporation  
310 North Main Street  
Elgin, Texas 78621

Re: Confidential Information of Central Texas Airport Holdings, Inc.

Dear Joe,

You have indicated to us, your interest in reviewing certain business, financial, and technical information relating to Central Texas Airport Holdings, Inc., a Texas corporation (the "Company"), having its principal office at 925-B South Capital of Texas Highway, Suite 115, Austin, Texas 78746. Specifically, you have asked to review the Business Plan Summary prepared by the Company and dated August 2011, and certain other confidential information concerning trade secrets, know-how, drawings, financial information, marketing information, and third party agreements related to the Company's business and technology all oral and written information relating to the above provided to you by Company officers, directors, shareholders, employees, affiliates, or agents of the Company is hereinafter referred to collectively the "Evaluation Material"). The Evaluation Material is being provided to you in connection with your evaluation of a possible transaction with the Company and on the condition that you execute and deliver this letter and abide by its terms; upon your execution, this letter will constitute a legally binding agreement between you and the Company. Specifically, in consideration of furnishing you with the Evaluation Material, the Company requests your agreement to the following:

1. The Evaluation Material will be used solely for the purpose of evaluating a possible transaction between the Company and you, and not in any way, directly or indirectly, detrimental to the Company. The Evaluation Material will be kept confidential by you, except that you may disclose the Evaluation Material or portions thereof to those of your directors, managers, shareholders, partners, members, officers, employees, representatives, and agents (the persons to whom such disclosure is permissible, being collectively called the "Representatives") who need to know such information for purposes of evaluating a possible transaction with the Company (it being understood that the Representatives will be informed of the confidential nature of the Evaluation Material

and will agree to be bound by the terms of this letter). You agree to be responsible for any actions of the Representatives that violate the provisions of this letter. In the event that you or any of the Representatives become legally compelled to disclose any of the Evaluation Material, you shall immediately notify the Company in writing of such requirement so that the Company may seek a protective order or other appropriate remedy or waive compliance with the terms of this letter. In any event, you agree to furnish only that portion of the Evaluation Material which you are advised by a written opinion of counsel is legally required and to exercise best efforts to obtain assurance that confidential treatment will be accorded the Evaluation Material so furnished.

2. The term "Evaluation Material" does not include any information that you can demonstrate by competent proof (i) at the time of its disclosure or thereafter is generally available to or known by the public (other than as a result of disclosure, direct or indirect, by you or the Representatives), (ii) was available to you on a non-confidential basis from a source other than the Company or its advisors, provided that such source was not bound at the time by a similar letter or other confidentiality agreement with the Company, or (iii) has been independently acquired or developed by you or the Representatives without violating any of the provisions of this letter.
3. If a transaction is not consummated with the Company by you or if the Company so requests, you will promptly return to the Company all written portions of the Evaluation Material in your possession or in the possession of the Representatives. Any and all copies of analysis, compilations, studies, notes, or other documents prepared by you for your use containing, reflecting, or referring to any of the Evaluation Material shall be kept confidential, and shall not be disclosed to any persons except those exempted in paragraph 1 of this letter, and shall not be used for any purposes other than those expressly permitted in this letter.
4. Without the express prior written consent of the Company, you will not, and you will direct the Representatives not to, disclose to any person (i) the fact that any investigations, discussions, or negotiations are taking place concerning a possible transaction between the Company and you, (ii) that you have requested or received the Evaluation Material from the Company, or (iii) any of the terms, conditions, or other facts with respect to any such possible transaction, including the status thereof.
5. You understand that neither the Company nor any of its advisors is making any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material, other than any historical financial data contained therein, or the likelihood that the Company will achieve any of the projected financial or business goals or repeat any past financial performance described in the Evaluation Material, and none of the Company, any of its advisors, or any of its officers, directors, shareholders, employees, affiliates, or agents will have any liability to you or to any other person resulting from your use of the Evaluation Material.

6. You understand and agree that no contract or agreement for a transaction shall be deemed to exist between you and the Company unless and until a definitive agreement has been executed and delivered, and that neither the Company nor any of its officers, directors, shareholders, employees, affiliates, or agents has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this letter or any other written or oral expression with respect to such transaction except for matters specifically agreed to herein.
  
7. You agree that the Company shall be entitled to equitable relief, including an injunction or specific performance, for any breach of the provisions of this letter, in addition to all other remedies available to the Company at law or in equity. This letter shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflicts of law. It is further understood and agreed that no failure or delay by the Company in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

If you agree with the foregoing, please sign and return a copy of this letter, which will constitute our agreement with respect to the subject matter of this letter.

Yours very truly,

Central Texas Airport Holdings, Inc.

By: \_\_\_\_\_  
James R. Carpenter  
Chief Executive Officer

CONFIRMED AND AGREED:

As of the date written above:

Recipient: Elgin Economic Development Corp.

By: \_\_\_\_\_

Name: Joe Newman

Title: Director, Elgin Economic Development Corp.