

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement (the "Agreement") is entered into and effective as of this ___ day of _____, 20___ (the "Effective Date"), by and between Pine Gate Renewables, LLC, a North Carolina limited liability company with offices at 130 Roberts Street, Asheville, North Carolina 28801 and its affiliates ("PGR") and _____, a _____ with offices at _____ (the "Company"). PGR and the Company are herein individually referred to as a "Party" and collectively referred to as the "Parties." In this Agreement, "Disclosing Party" refers to the Company whenever it is disclosing information to PGR, and to PGR whenever it is disclosing information to the Company, and "Receiving Party" refers to Company whenever it is receiving information from PGR, and to PGR whenever it is receiving information from the Company.

RECITALS:

- A. PGR is in the business of developing, investing in and owning solar energy projects.
- B. PGR is interested in exploring a possible business relationship with the Company (the "Purpose") to further the development, construction and/or financing of certain utility scale solar photovoltaic energy projects (the "Projects").
- C. PGR and Company each possess certain Confidential Information (as defined below) which has valuable proprietary rights.
- D. PGR and the Company desire to disclose such Confidential Information to each other pursuant to the terms of this Agreement in furtherance of the Purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties hereby agree as follows:

1. The term "Confidential Information" means the trade secrets and proprietary and confidential technical, marketing, pricing, financial and business information and the like relating to the Disclosing Party's business or potential interests which are supplied to or received by the Receiving Party and all analyses, compilations, studies, data, prototypes or other documents or materials prepared by the Receiving Party using such information.

2. Use of Confidential Information.

(a) The Receiving Party agrees to keep in strictest confidence and not disclose or make available to any third party any Confidential Information disclosed to it by the Disclosing Party. The Receiving Party agrees to only use the Confidential Information of the Disclosing Party for purposes of evaluating a potential business relationship between the Parties.

(b) Confidential Information may be disclosed only to those employees, attorneys, professional advisors, financing sources or other representatives of the Receiving Party (collectively, the "Representatives") who (i) reasonably require access to such information for

the Purpose and (ii) have been informed of the confidential nature of the Confidential Information and agree to comply with the requirements of this Agreement.

(c) Notwithstanding the foregoing, nothing herein shall limit the disclosure or use of Confidential Information which:

- (i) is legally in the possession of the Receiving Party or its employees prior to receipt thereof from the Disclosing Party;
- (ii) enters the public domain through no fault of the Receiving Party or its Representatives;
- (iii) is disclosed to the Receiving Party without restriction or breach of any duty of confidentiality by a third party who had the right to make such disclosure; or
- (iv) is lawfully developed by the Receiving Party independently of the Disclosing Party and without use of the Confidential Information.

(d) If the Receiving Party or a Representative of the Receiving Party is required by law, legal process, government agency or national securities exchange, to disclose any Confidential Information owned by the Disclosing Party, the Receiving Party shall provide prompt notice of such required disclosure to the Disclosing Party so that legal protection for the Confidential Information may be sought. The Parties will cooperate with each other in seeking such legal protection. If, in the absence of a protective order, the Receiving Party is, in the opinion of its counsel, compelled to disclose the Confidential Information, such party or its Representative, as the case may be, may disclose such Confidential Information to the extent compelled to do so without liability hereunder.

(e) All Confidential Information and any other copies or derivatives thereof in whatever form shall be either returned to the Disclosing Party or destroyed by the Receiving Party upon the written request of the Disclosing Party; provided, that the Receiving Party may retain (i) one physical copy of such materials solely for archival, legal, compliance or regulatory purposes and (ii) electronic copies in accordance with the Receiving Party's customary electronic record retention and retrieval practices. Such retained Confidential Information will remain subject to this Agreement.

(f) The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information disclosed by it nor shall the Disclosing Party be liable to the Receiving Party relating to the Receiving Party's use of the Confidential Information or any errors therein or omissions therefrom.

3. No title, license or other right is hereby granted, either express or implied to the Receiving Party (a) with respect to the Confidential Information of the Disclosing Party, or (b) under any patent, patent application, copyright, trademark or other proprietary right now or hereafter owned or controlled by the Disclosing Party or any of its current or prospective clients.

4. The Receiving Party agrees to treat the Disclosing Party's Confidential Information as confidential trade secrets and shall take such steps to protect the Disclosing Party's Confidential Information as it does to protect its own most highly sensitive proprietary and trade secret information but in no event less than reasonable care. This confidentiality obligation shall survive in accordance with Section 11.

5. If any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law, and such invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the Parties' intention with respect to such invalid or unenforceable term or provision.

6. Both Parties acknowledge that remedies at law may be inadequate to protect the Disclosing Party against any actual or threatened breach of this Agreement by the Receiving Party, and, without prejudice to any other rights and remedies otherwise available to the Disclosing Party, agree that the Disclosing Party shall be entitled to seek injunctive or similar relief from any breach or anticipated or threatened breach of this Agreement. In the event of litigation between the Parties concerning an alleged breach of this Agreement, the non-prevailing Party shall be responsible for the prevailing Party's costs and expenses in such litigation, including attorneys' fees.

7. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of North Carolina without giving effect to the conflicts of law principles thereof. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted in the federal courts of the United States or the courts of the State of North Carolina in each case located in Mecklenburg County and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

9. Neither Party will, without prior approval of the other Party, make any public announcement regarding the other Party's involvement in the Projects.

10. This Agreement shall inure to the benefit of and shall be binding upon the Parties' respective successors and permitted assigns. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

11. This Agreement shall commence as of the Effective Date and shall continue in effect until the earlier of (a) two (2) years from the Effective Date, or (b) termination by written notice by either Party. The obligations of confidentiality contained herein shall survive and continue for a period of two (2) years after termination of this Agreement.

12. This Agreement may not be amended or assigned without the prior written consent of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date first above written.

By: _____
Name: _____
Title: _____

PINE GATE RENEWABLES, LLC

By: _____
Name: _____
Title: _____