

SIGN ELECTRONICALLY ONLY.
NOT FOR MANUAL SIGNATURE.

INDIVIDUAL CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”), dated as of the date listed hereunder (the “Effective Date”), is for the benefit of PowerCo Development Group, LLC, a New Mexico limited liability company (“Company”), and is given by and is binding upon _____, a(n) _____ resident (“Recipient”).

RECITAL

The Recipient will treat all information regarding the Company that comes to its attention as strictly confidential and according to the terms and conditions of this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of anticipated or actual disclosure by the Company to the Recipient of any information regarding the Company, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned, intending to be legally bound, covenants and agrees as follows:

1. **Certain Definitions.** All or any information regarding the Company (including without limit, information regarding the structure, real property, personal property, intellectual property, copyrights, trademarks, service marks, patents, mask works, applications, planned or contemplated acquisitions, sales, products, services, personnel, policies, pricing, tenant negotiations, markets, customers, suppliers, methods, operations, techniques, processes, organization, capitalization, finances, banking, other business affairs and methods, prospects, and contemplated or actual plans for future developments, of the Company, or any potential investment, agreement, contract, or other involvement of the Recipient in or with the Company) shall be referred to hereinafter as “Confidential Information,” regardless of the source, means, or method of communication. Notwithstanding the foregoing, the term “Confidential Information” shall not include information that (a) becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives or Advisors, or (b) is subject to an effective agreement involving, or is subject to other legal or fiduciary obligation to the Company. The fact that information otherwise included in the term Confidential Information is or becomes available to Recipient or its Representatives or Advisors pursuant to clause (a) or (b) of this Section 1 shall not relieve Recipient of the obligations contained in this Agreement with respect to the information that is defined as “Confidential Information.” Directors, Manager(s), officers, executives, designated employees, designated shareholders, designated interest holders, and any of them (or their equivalents), shall be referred to hereinafter as “Representatives.” Agents, consultants, attorney(s), accountant(s), purchaser representative(s), other advisor(s) however designated, or any of them, shall be referred to hereinafter as “Advisors.” Any and all human beings, corporations, limited liability companies, partnerships, associations, and other entities shall be referred to hereinafter as “Persons.”

2. **Application.** Except as otherwise provided herein, this Agreement will apply to any Confidential Information of which Recipient is or may become aware.

3. **Permitted Use.** Recipient will, and will cause, each of its Representatives and Advisors to use the Confidential Information solely for the purpose of evaluating Recipient’s possible investment in the Company, and not for any other purpose. Otherwise, the Confidential Information will be kept strictly confidential. Notwithstanding the foregoing, it is understood that any of the Confidential Information may be disclosed by the Recipient to the Recipient’s Representatives or Advisors who have a need to know any or all of the disclosed Confidential Information for the purpose of evaluating Recipient’s

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possible investment in the Company, in which case each of the Recipient's Representatives and Advisors shall be informed by the Recipient of the confidential nature of the Confidential Information and shall be instructed by Recipient to treat such Confidential Information confidentially. Any other disclosure of Confidential Information by the Recipient may be made only with the Company's prior written consent.

4. **Prohibited Disclosure.** Without the prior written consent of the Company, Recipient will not, and will cause its Representatives and Advisors not to, disclose to any Persons (a) the fact that any of the Confidential Information has been made available to, or is being reviewed by, Recipient, its Representatives, or its Advisors, (b) the fact that discussions or negotiations are taking place concerning Recipient's potential investment, understanding, contract, or other involvement in or with the Company, (c) any of the terms, conditions, or other facts with respect to any such possible involvement by the Recipient in or with the Company, including the status thereof, or (d) any of the foregoing.

5. **No Contact.** Without the prior written consent of the Company, Recipient will not, and will cause its Representatives and Advisors not to, contact, orally or in writing, any non-executive officer, employee, Representative, Advisor, supplier, customer, or contractor of the Company for purposes of discussing the Confidential Information, or any potential investment, understanding, contract, or other involvement of the Recipient in or with the Company, or the Company itself, its structure, business, finances, prospects, operations or products. Without the prior written consent of the Company, Recipient will not, and will cause its Representatives and Advisors not to, contact, directly or indirectly, orally or in writing, any Persons having any relation whatsoever to all or part of the real and personal property or services at any time belonging to or serving the Company.

6. **No Solicitation.** During the two-year period commencing on the date hereof, Recipient will not, and will cause its Representatives and Advisors not to, solicit the services, as employee, consultant or otherwise, of any employee of the Company, but may employ such employee if contacted by the employee of his or her own volition.

7. **Required Notice.** If Recipient is, or becomes aware that its Representatives, Advisors, or any of them, are or may be required (by deposition, interrogatory, request for documents, or similar legal or administrative process) in any legal or other proceeding, or by any court order, law, or applicable regulation, to disclose any Confidential Information, then Recipient will give the Company prompt notice of such requirement and all related documentation so that the Company may seek an appropriate protective order. If, in the absence of a protective order, Recipient, nonetheless is compelled in such a legal or other proceeding to disclose Confidential Information, Recipient may disclose such of the Confidential Information as is required without being deemed to have breached this Agreement.

8. **Ownership of Confidential Information.** Between the Company and the Recipient, the Confidential Information, in whatever form, belongs to the Company. Upon request, Recipient will either redeliver to the Company all copies of the Confidential Information or destroy all copies of the Confidential Information in a manner which prevents subsequent delivery or reconstruction, and will destroy all memoranda, notes, and other materials regarding or based on the Confidential Information, whether prepared by Recipient or any of its Representatives or Advisors, and will cause each of its Representatives and Advisors to do the same.

9. **Recipient's Overall Responsibility.** Recipient will be responsible if it or any of its Representatives or Advisors should fail to comply with any obligation of Recipient contained in this Agreement.

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10. **Equitable Relief.** Money damages will not be a sufficient remedy for any breach of this Agreement. Accordingly, Recipient will maintain no objection to a request by the Company for specific performance, and to injunctive or other equitable relief, as a remedy for any actual, potential, or threatened breach of this Agreement. Nothing in this Agreement shall be construed as prohibiting the Company from pursuing any other remedies that may be available to it, whether at law or in equity, for any actual, potential or threatened breach, or equivalent acts or omissions by Recipient or any of its Representatives or Advisors, including the recovery of damages and reasonable attorneys' fees incurred in connection with obtaining any relief.

11. **No Representation or Warranty by Company.** Recipient understands that the Company does not make any representation or warranty as to the accuracy or completeness of any or all of the Confidential Information. The Recipient agrees that neither the Company, nor any of its Representatives or Advisors, shall have any liability to the Recipient as a result of use by Recipient, its Representatives, or its Advisors, of any Confidential Information provided by the Company. Only those representations and warranties that may be made to Recipient in a definitive written agreement, when, as and if executed and subject to such limitations as may be specified therein, shall have any legal effect.

12. **Miscellaneous.** The Recipient acknowledges and agrees that: this Agreement, and the rights and obligations arising hereunder, shall inure to the benefit of the Company, and shall be binding upon the Recipient and its successors and assigns, *provided*, that Recipient may not delegate any or all of its obligations hereunder without the prior written consent of the Company; no change or modification of this Agreement shall be valid; no waiver of any provision of this Agreement shall be valid unless in writing and signed by the Company; the failure of the Company at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time; this Agreement shall be enforced under and construed in accordance with the laws of the State of New Mexico (without regard to its conflict of laws principles); and this Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to such subject matter.

IN WITNESS WHEREOF, the Recipient has executed this Confidentiality Agreement as of the day and year indicated below.

RECIPIENT

By:

Name:

a resident of:

Date:

Email:

Phone: