

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is entered into as of this \_\_th day of March, 2016, between **Corporate Identity** (“Name”), a \_\_\_\_\_ corporation organized and existing under the laws of \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ and Poseidon Transmission 1, LLC (“Poseidon”), a Delaware limited liability company with its principal place of business at 401 Edgewater Place, suite 680, Wakefield, MA 01880.

1. Confidentiality. In connection with the ongoing business discussions between the parties hereto about Poseidon’s open solicitation for generation suppliers published in Platt’s MW Daily on March 10, 2016 (the “Open Solicitation”) that may lead to a transaction between the parties (a “Transaction”), each party has made available and will continue to make available to the other party certain information concerning its business, projects under development, legal and contractual relationships, financial condition, operations, expansion plans, assets and liabilities. Each party acknowledges that such information may include nonpublic information, trade secrets or other business information, the disclosure of which could harm the party furnishing such information. In consideration for, and as a condition of, one party providing such information (the party providing such information referred to herein as the “Disclosing Party”) to the receiving party (the party receiving such information referred to herein as the “Receiving Party”) and its directors, officers, employees, agents, financial and other advisors (including, without limitation, attorneys, accountants, consultants and any representatives of such advisors) (collectively, “Representatives”), the Receiving Party shall treat any information concerning the other party that it or its Representatives receives (regardless of (i) the manner or form in which it is furnished, including without limitation all written, oral and electronic communications or (ii) whether it was furnished before or after the execution of this Agreement), together with any notes, analyses, compilations, studies, interpretations, documents or records containing, referring, relating to, based upon or derived from such information, in whole or in part (collectively, the “Confidential Information”), in accordance with the provisions of this Agreement, and to take or abstain from taking certain other actions hereinafter set forth.

The term “Confidential Information” does not include information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in breach of this Agreement, (b) was within the Receiving Party’s possession prior to its being furnished to it or is independently developed by it or its Representatives without violation of any of its other obligations hereunder, or (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives; provided, that in the case of (b) and (c) above, the source of such information was not known by the Receiving Party to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the other party or any other party with respect to such information.

2. Use of Information. Each party hereby agrees that it and its Representatives shall (a) use the Confidential Information solely for the purpose of evaluating, negotiating and entering into a Transaction, (b) keep the Confidential Information received or generated by it or its Representatives confidential and (c) not disclose any of the Confidential Information in any manner whatsoever to any other person not bound hereby; provided, however, that (i) each party may make any disclosure of such information to which the other party gives its prior written consent and (ii) any of such information may be disclosed to a party's Representatives who need to know such information for the sole purpose of evaluating the Transaction and who are provided with a copy of this Agreement and agree to be bound by the terms hereof to the same extent as if they were parties hereto. In any event, each party shall be responsible for any breach of this Agreement by its Representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

3. Confidentiality of Negotiations. Each party agrees that, without the prior written consent of the other party, neither it nor its Representatives will disclose to any other person the fact that the Confidential Information exists or has been made available to it, that discussions or negotiations are or have been taking place concerning any Transaction or any of the terms, conditions or other facts with respect thereto, including the status or timing thereof (the foregoing information collectively, "Transaction Information"), or have any communications whatsoever with any other person, including without limitation another person who may be interested in a possible transaction with the other party, concerning any Transaction; provided, however, that each party may make such disclosure if (a) it has been advised in writing by its outside legal counsel that such disclosure is required by applicable law, regulation or legal process (including the regulations of any securities exchange), (b) such party limits the disclosure to only that information required to be disclosed, (c) such party consults with the other party in writing prior to making such disclosure and provides the other party with a draft of, and the ability to comment on, such disclosure at least ten business days prior to its issuance, and (d) neither such party nor its Representatives have taken any actions, outside of the ordinary course of business, to cause such disclosure to be required.

4. Third Party Requests to Disclose Information. In the event that either party or any of its Representatives is legally required or requested, as advised by written opinion of its outside legal counsel, to disclose any Confidential Information pursuant to a subpoena, court order, civil investigative demand or similar judicial process or similar request issued by a court of competent jurisdiction or by a governmental or regulatory authority, it shall promptly, to the extent legally permissible, notify the other party in writing by facsimile and certified mail, of the existence, terms and circumstances surrounding such request, so that the other party may seek a protective order or other appropriate remedy or waive compliance with the applicable provisions of this Agreement. Each party agrees to cooperate with the other party in connection with seeking any such order or other appropriate remedy. If and to the extent, in the absence of a protective order or the receipt of a waiver by the disclosing party, the receiving party or any of its Representatives is legally required, as advised by written opinion of its outside legal counsel, to disclose any Confidential Information to any court or governmental or

regulatory authority or else suffer exposure to censure or civil or criminal fine or penalty, the receiving party or its Representatives may, without liability hereunder, disclose only that portion of the Confidential Information that such counsel advises is legally required to be disclosed and shall use reasonable efforts (at the disclosing party's expense) to obtain reliable assurances that confidential treatment will be accorded to any Confidential Information that the receiving party is so required to disclose in accordance with the terms of this letter agreement.

5. Termination of Interest; Return or Destruction of Material. If either party decides that it does not wish to proceed with the Transaction, it will promptly inform the other party of that decision. In that case, or at any time upon the request of the Disclosing Party for any reason, the Receiving Party will promptly certify the destruction or deliver to the disclosing party all Confidential Information in its or its Representatives' possession; provided, that each party and its Representatives (a) may retain one copy of the Confidential Information in a sealed envelope with its outside legal counsel for use in connection with any dispute concerning information covered herein and (b) shall not be required to destroy or deliver Confidential Information to the extent that it is "backed-up" on electronic information management and communication systems or servers and cannot reasonably be destroyed or returned. Notwithstanding the return, destruction or retention of the Confidential Information, each party and its Representatives will continue to be bound by its obligations of confidentiality and other obligations hereunder for the term hereof.

6. No Representations and Warranties. Each party understands and acknowledges that neither party nor any of their Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Each party agrees that neither party nor any of their Representatives shall have any liability to the other party or to any of the other party's Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Only those representations or warranties that are made in a Definitive Agreement (as defined in the next sentence) entered into between the parties setting forth the commercial terms between the parties regarding the Transactions, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect. The term "Definitive Agreement" means a written contract executed by the parties that binds the parties and does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid.

7. No Obligations. Each party also agrees that unless and until a Definitive Agreement regarding a Transaction between them has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to any Transaction by virtue of this Agreement except for the matters specifically agreed to herein.

8. Specific Performance. Each party to this Agreement acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by it or any of its Representatives and consents to a court of competent jurisdiction entering an

order finding that the non-breaching party has been irreparably harmed as a result of any such breach and to the granting of injunctive relief as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity to the non-breaching party.

9. Governing Law; Jurisdiction.

(a) This Agreement and all disputes or controversies arising out of or related to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles.

(b) Each party irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in any Massachusetts State or federal court sitting in the County of Suffolk (or, if such court lacks subject matter jurisdiction, in any appropriate Massachusetts State or federal court), and each party hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement. Each party agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Massachusetts, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Massachusetts as described herein. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth herein shall be effective service of process for any action, suit or proceeding brought against either party in any such court and the parties further waive any argument that such service is insufficient.

10. Miscellaneous.

(a) The term "person" as used in this Agreement shall be broadly interpreted to include any corporation, partnership, group, individual or other entity.

(b) No provision in this Agreement can be waived or amended except by the written consent of each party. Any attempted waiver or modification in violation of this provision shall be void.

(c) It is understood and agreed that no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

(d) The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

(e) This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed original, and all such counterparts shall together constitute one and the same instrument.

11. Termination. This Agreement, and each of the obligations herein stated, shall terminate two years following the date hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective duly authorized officers.

CORPORATE ENTITY

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

Name:

Title:

Street Address

Town, Post Code Country

POSEIDON TRANSMISSION 1, LLC

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

Name: Clarke Bruno

Title: Senior Vice President

401 Edgewater Place, Suite 680

Wakefield, MA 01880, USA