

## NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“**Agreement**”) is entered by and between the TRUCKEE MEADOWS WATER AUTHORITY (“**Disclosing Party**”) and **Recipient** in connection with the acquisition of certain real property located in Nevada County, California referred to as the Farad Hydroelectric Facility (collectively, the “**Opportunity**”).

1. **Confidential Information.** The term “**Confidential Information**” shall mean all confidential or proprietary information, analyses, studies, systems, and materials, excluding information, data and records that has been made public or is considered a public record under NRS Chapter 239.

2. **Use of Confidential Information.** The Confidential Information shall be used by the Recipient solely for the purpose of evaluating the Opportunity, and not in any way detrimental to the Disclosing Party. The Recipient shall keep all Confidential Information confidential; provided, however, the Confidential Information or portions thereof may be disclosed, on a confidential basis, to those officers, directors, shareholders, members, partners, managers, employees, advisors, agents and representatives of the Recipient (collectively, “**Representatives**”), as may be applicable, who need to know such information solely for the purpose of evaluating the Opportunity on behalf of the Recipient; provided, further, the Recipient shall instruct the Representatives to comply with the terms of this Agreement, the Representatives’ use of the Confidential Information shall be bound by the terms of this Agreement and the Recipient shall be responsible for any breaches thereof by the Representatives.

3. **Limitations.** This Agreement imposes no obligations with respect to any information that (i) at the time of disclosure is generally available to or known by the public (other than as a result of its disclosure directly or indirectly by the Recipient), (ii) was available to the Recipient from a source other than the Disclosing Party or its Representatives, (iii) has been independently acquired or developed by the Recipient without violating any of the Recipient’s obligations under this Agreement, or (iv) was known by or in the Recipient’s possession before disclosure by or on behalf of Disclosing Party. In the event the Recipient becomes legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demands, order or similar processes) to disclose any of the Confidential Information or the nature of any negotiations or communications, the Recipient may do so without liability, provided, however, the Recipient use commercially reasonable efforts to (x) promptly notify the Disclosing Party (if legally permitted) prior to any such disclosure, (y) cooperate with the Disclosing Party, at no cost to Recipient, in any attempt the Disclosing Party may make to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the Confidential Information, and (z) furnish only that portion of the Confidential Information that is legally required to be disclosed.

4. **Remedies.** The Recipient understands that any disclosure or misappropriation of any Confidential Information in violation of this Agreement may cause irreparable harm to the Disclosing Party for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to the Disclosing Party’s rights and remedies otherwise available at law or equity, the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief. Such remedies shall not be deemed to be the exclusive remedies for a breach by Recipient of this Agreement but shall be in addition to all other remedies available at law or equity to Disclosing Party.

5. **No Representations.** The Recipient acknowledges that neither the Disclosing Party, nor any of the Disclosing Party’s Representatives, have made or hereby make any representation or warranty as to the accuracy or completeness of any Confidential Information that is furnished to the Recipient, and that the Disclosing Party and the Disclosing Party’s Representatives shall not have any liability to the Recipient or any other person resulting from the Recipient’s use of the Confidential Information

**6. Miscellaneous.** In the event any legal action or proceedings are initiated by either party in connection with or arising out of this Agreement, whether based in contract or tort, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. No failure or delay by Disclosing 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. This Agreement is binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. This Agreement shall be interpreted and construed under the internal laws of the State of Nevada. This Agreement is entered into in the County of Washoe and any action permitted hereunder and sought to be brought by either party for the purpose of enforcing the terms and provisions hereof shall be brought, as may be appropriate, in either (i) the superior or municipal court of such county, or (ii) the United States District Court for the district of the State of Nevada.