

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, entered into between Regeneration Finance LLC, a Delaware limited liability corporation, with an office address of 115 East Putnam Ave., Greenwich, CT 06830 (together with its affiliates, parents, subsidiaries, successors and assigns, "REGEN") and [] with an office address of [] (together with its affiliates, parents, subsidiaries, successors and assigns, " ").

1. Definitions. For purposes of this Agreement, the following terms shall have the definitions described below:

a. "Confidential Information" shall mean all proprietary and confidential information whether oral or in writing of either REGEN or [], each with its affiliates, parents, subsidiaries, successors and assigns a party hereto, relating to possible solar, wind and other alternative energy transactions, and a possible investment by [] in REGEN (the "Investment") (including, without limitation, presentation materials relating to the Investment, business and investment models, transaction and tax structures and summaries, financial analyses, financing proposals, financing sources, this Agreement, the existence, nature and results of any studies conducted by or on behalf of a party, clients of a party and proposed transaction participants and any attorney-client or accountant-client privileged information of a party shared with the other party, and any document or information designated as confidential by a party). Confidential Information shall not include (i) information that is generally known or that is or becomes part of the public domain (as determined by a court of competent jurisdiction) through no breach by or fault of a party hereto, (ii) information required to be disclosed by a party pursuant to a subpoena or court order, or pursuant to a requirement of a governmental agency or law of the United States of America or state thereof or any governmental, regulatory or political subdivision thereof, or information required to be disclosed (or not allowed to be kept, withheld or maintained as confidential) pursuant any law, rule or regulation of any Federal, state, or local tax or securities/ banking/ insurance/ utility/ financial institution law or authority, or tax or securities/ banking/ insurance/ utility/ financial institution regulatory agency or (iii) information that was previously known by a party hereto or becomes known to a party hereto without violation of any confidentiality obligation to the other party; provided however, that a party hereto shall take reasonable steps to prohibit disclosure pursuant to subsection (ii) above and to timely notify the other party of such action, to the extent practicable.

b. "Person" shall mean any individual, corporation, company, partnership, joint venture, association, trust, joint-stock company, joint tenancy, tenancy in common or other entity.

2. Protection and Non-Disclosure of Confidential Information. Each of REGEN and [], the parties hereto, acknowledges and agrees that it is being provided with Confidential Information, may be provided with or have access to Confidential Information in the future and may originate or develop Confidential Information in connection with a party's disclosures to them. The Confidential Information is being provided to enable them to review the proposed Investment, as well as possibly solar, wind and other alternative energy transactions developed and proposed by and with a party hereto and, as appropriate, to consider purchasing or investing in such transactions for their own account or those of their clients. Each party will not disclose or communicate in any way (or cause to be disclosed or communicated in any way) any

Confidential Information to any Person other than its attorneys, accountants, financial advisors, officers, directors, trusted employees and clients of such party to whom disclosure is necessary for purposes set forth herein as well as other persons (collectively with others listed above, "Persons") to whom the other party has agreed to permit disclosure of Confidential Information in advance and in writing. Each party shall appropriately notify all such Persons that the disclosure is made in confidence and shall be kept in confidence in accordance with this Agreement and shall receive an agreement thereto. Each party will take any and all steps, actions and precautions reasonably necessary to insure that no Confidential Information is disclosed or communicated in any way to any Person other than pursuant to, or in accordance with, the terms of this Agreement.

3. Use of the Confidential Information. Each party agrees that it will maintain the Confidential Information in confidence and that it will not use any Confidential Information for any purpose other than evaluating the Investment or a proposed transaction from the other party in the area of solar energy, wind and other alternative energy sources and consulting with or on behalf of its clients with respect to such transactions. It will not use the Confidential Information for the benefit of any Person other than itself, its clients and the other party (other than evaluating a proposed transaction with the other party for its own benefit), whether such use consists of duplication, removal, oral use, disclosure, or any other use, unless the other party shall have given its prior written consent to such use. Each shall not circumvent the other party or directly or indirectly exploit or contact any client of the other party or proposed transaction participant identified by the other party and disclosed to a party in connection with a solar, wind or alternative energy transaction without the written consent of the other party. Each party hereto agrees that all of its obligations not to use any Confidential Information pursuant to this Agreement are in addition to any other obligations it may have at law or in equity as a result of the disclosure of the Confidential Information to it.

4. Confidential Relationship. Each party acknowledges and agrees that the disclosure of Confidential Information to it creates a relationship of confidence and trust between the parties. Each party acknowledges and agrees that it learned of the information which properly comes under the definition as "Confidential Information" herein solely from the other party. Upon the reasonable written request of a party, the other party shall immediately cease and desist from the use of any Confidential Information and immediately provide the requesting party with all copies or embodiments, in whatever form, of any and all Confidential Information in his or its possession or control, other than copies a party maintains for legal or compliance purposes.

5. No Implied Rights. The disclosure of Confidential Information hereto does not, and shall not be deemed to, create or give rise to any ownership rights of or for any party in any Confidential Information, or license to (or right to license) any Confidential Information. In addition, the disclosure of information does not give rise to any obligation by either party to this Agreement to enter into any proposed or future transaction.

6. Miscellaneous. REGEN and [] both agree that this Agreement shall be governed and construed in accordance with the laws of the State of New York. This Agreement sets forth the entire understanding between the parties and supersedes all

prior agreements and understandings between the parties hereto, whether written or oral, with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

7. Term and Termination. All terms and provisions of this Agreement shall terminate two (2) years from the date first set forth below. Provided, however, that a party hereto may request the other party to consent to a reasonable extension of the term of this Agreement (which consent shall not be unreasonably withheld) if, at the time of request, such party can prove (to the reasonable satisfaction of the other party) that disclosure of Confidential Information would be materially injurious to it and that such extension would not be materially harmful or prejudicial to the other party.

8. Remedies. Each party hereto acknowledges and agrees that any breach or attempted breach on its part of any provision of this Agreement may cause irreparable damage to the other party and, accordingly, each party agrees that the other party shall be entitled, as a matter of right, to seek a temporary restraining order, and a temporary, preliminary and permanent injunction, or other equitable relief, out of any court of competent jurisdiction restraining and enjoining any such breach, threatened breach, or further breach of this Agreement; such right to injunctive relief, however, shall be cumulative and in addition to whatever other remedies a party may have at law or in equity.

9. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part hereof and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid or enforceable. This Agreement is intended by the parties hereto to be in full compliance with, and is only enforceable to the extent not prohibited by, the USA Patriot Act and the Bank Secrecy Act, the requirements of OFAC and such other anti money-laundering and internal security laws of the United States as may be applicable.

10. Tax Compliance Disclosure. Notwithstanding anything herein to the contrary, any party hereto (and any of its attorneys, accountants, financial advisors, employees, representatives and other agents) may disclose to any and all persons who shall reasonably request such information, without limitation of any kind, the tax treatment of this transaction, upon reasonable prior written notice to the other party. Furthermore, the parties to this transaction may disclose, as required by Federal, state or local tax or utility laws, rules or regulations any information to any persons as may be required to comply with such Federal, state or local tax or utility laws, rules or regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first below written.

Regeneration Finance, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated: