

NONDISCLOSURE AGREEMENT

AGENCY: Complete BOX below

| | |
|---------------------------------|----------------------|
| Governmental Entity Name: _____ | |
| By (signature): _____ | Address: _____ |
| Printed Name: _____ | _____ |
| Title: _____ | Fax No.: _____ |
| Date Signed: _____ | Email Address: _____ |

A company (together with its Affiliates, the "Company") is considering a project that may be located in the jurisdiction of the governmental entity listed above. In connection with the proposed project, the Company and/or its agents may communicate to the Agency or the Agency may receive nonpublic, confidential information, including information related to the Company's expansion plans, operations and businesses. When the Company has revealed its identity to the Agency, all references to the "Company" in this nondisclosure agreement (this "Agreement") will be deemed to be references to the Company's actual legal entity (together with its Affiliates as appropriate). In consideration of the receipt of such information, the Agency enters into this Agreement for the benefit of the Company and agrees as follows:

1. Confidential Information. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with that entity, and "Confidential Information" means all nonpublic information relating to Company or disclosed by Company or its Affiliates to the above-referenced Agency, its Affiliates or agents of any of the foregoing (collectively, "Agency") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

2. Exclusions. Confidential Information excludes information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to Agency at the time of its receipt from Company, (iii) is disclosed to Agency from any third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by Agency without reference to any Confidential Information.

3. Use of Confidential Information. Agency may use Confidential Information only in pursuance of its business relationship with Company. Except as provided in this Agreement, Agency will not disclose Confidential Information to anyone without Company's prior written consent. Agency will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature.

4. Agency Personnel. Agency will restrict the possession, knowledge and use of Confidential Information to each of its employees and subcontractors who (i) has a need to know the Confidential Information, and (ii) is legally obligated to protect the Confidential Information to the same or greater degree as required under this Agreement. Agency will ensure that its employees, subcontractors and Affiliates comply with this Agreement.

5. Disclosures to Governmental Entities. Agency may disclose Confidential Information as required to comply with orders of governmental entities with jurisdiction over it, if Agency (i) gives Company prior written notice sufficient to allow Company to seek a protective order or other remedy (except to the extent that Agency's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of Company. Company's disclosure of Confidential Information will not constitute an express or implied grant to Agency of any rights to or under Company's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Agency will not use any trade name, trademark, logo or any other proprietary rights of Company (or any of its Affiliates) in any manner without prior written authorization of such use by a Vice President of Company (or its applicable Affiliate).

7. Notice of Unauthorized Use. Agency will notify Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement. Agency will cooperate with Company in every reasonable way to help Company regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

8. Return of Confidential Information. Agency will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following Company's written request.

9. Injunctive Relief. Agency acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to Company as to which monetary damages may be difficult to ascertain or an inadequate remedy. Agency agrees that Company will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. Scope; Termination. This Agreement covers Confidential Information received by Agency prior and subsequent to the date hereof. This Agreement is effective as of the date Confidential Information is first received and will continue for 3 years, after which it automatically renews unless either party terminates this Agreement by providing at least 90 days prior written notice to the other party, provided, that Agency's obligations with respect to Confidential Information will survive for 5 years following termination of this Agreement, and Sections 6, 9, 10, and 11 will survive indefinitely and the confidentiality obligations of this Agreement will continue to apply to the Confidential Information for as long as the information continues to constitute a trade secret or does not otherwise fall within an exclusion described in Section 2.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended, modified, or waived only with the mutual written consent of the parties. Agency may not assign this Agreement without Company's written consent. If a provision of this Agreement is held invalid under applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect. All notices hereunder will be in writing and will be sent by overnight courier, confirmed facsimile transmission certified mail. Notices to Agency will be delivered to the address set forth above. Notices to Company will be delivered to an address to be provided when the Company's identity has been revealed.