

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT dated as of _____, 2016 (the “Effective Date”) by and between Tres Amigas, LLC, a Delaware limited liability company; Western Interconnect, LLC, a Delaware limited liability company; and [_____] (collectively, the “Parties”, and individually, each a “Party”).

RECITALS

Western Interconnect, LLC is building a 1,100 MW, 35 miles, single circuit 345 kV AC merchant transmission line connecting Public Service Company of New Mexico’s Blackwater substation to a new 345 kV switching station located northeast of Clovis in Curry County, New Mexico (the “Project”).

Western Interconnect LLC was formed by Tres Amigas LLC and Pattern Energy Group LP to develop, finance, construct, own and operate the WI transmission line.

For the express purpose of evaluating a potential transaction between them with respect to the Project, each Party wishes to disclose Confidential Information, as defined herein, to the other.

To protect Confidential Information so disclosed, the Parties wish to enter into this Agreement.

Now, therefore, intending to be mutually bound, and for good and valuable consideration the receipt of which is acknowledged, the Parties hereby covenant and agree as follows:

1. Definition of Confidential Information. As used herein, "Confidential Information" shall mean any and all technical and non-technical information disclosed by either Party to the other, whether in oral, written, electronic, or any other form, including but not limited to (a) patent(s) and patent applications, (b) trade secrets, (c) copyrighted information, (d) and proprietary information consisting of ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing Party provides regarding third parties.

2. Identification of Confidential Information. If Confidential Information is embodied in written material (including without limitation, memoranda, brochures, descriptions, spreadsheets, software, hardware, drawings, graphs, charts, disks, tapes,

prototypes, and samples), it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such by the disclosing Party at the time of disclosure, which identification shall be reduced to writing and provided to the receiving Party by the disclosing Party within thirty (30) days of such disclosure.

3. Exceptions to Confidential Information. The receiving Party's obligations under this Agreement with respect to the disclosing Party's Confidential Information shall not apply if, as, and when the receiving Party is able to document through reasonably probative evidence that (a) such information was in the public domain at the time it was communicated to the receiving Party; (b) it entered the public domain after having been disclosed by the disclosing Party to the receiving Party through no fault of the latter; (c) it was in the receiving Party's possession free of any obligation of confidence at the time it was disclosed by the disclosing Party; (d) it was rightfully disclosed to the receiving Party by a third party free of any obligation of confidence and without any breach of this Agreement; (e) it was developed by directors, officers, owners, employees, or agents of the receiving Party independently of and without reference to Confidential Information; or (f) it was not identified as Confidential Information of the disclosing Party at the time of disclosure.

4. Handling of Confidential Information. The receiving Party shall hold Confidential Information of the disclosing Party in confidence; shall not disclose it to any third party, except as expressly approved in writing in advance by the disclosing Party; and shall not use it for any purpose other than that contemplated by this Agreement; provided that, if the receiving Party is required by compulsory legal process to disclose Confidential Information, it shall promptly inform the disclosing Party thereof and shall use reasonable efforts to limit the extent of required disclosure by seeking a protective order or similar relief in cooperation with the disclosing Party. The receiving Party shall permit access to the Confidential Information only to those of its employees, consultants, counsel, and authorized representatives who have a need to know and who have signed confidentiality agreements consistent with this Agreement or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

5. Term and Termination. The term of this Agreement shall commence on the Effective Date and terminate on the second anniversary thereof unless sooner terminated by either Party pursuant to written notice. The receiving Party's obligations under this Agreement shall survive termination of the Agreement and shall be binding upon the receiving Party and its heirs, representatives, successors, and assigns during the term and for a period of three (3) years thereafter. Upon termination or expiration of this Agreement, or upon written request of the disclosing Party at any time, the receiving Party shall promptly return to the disclosing Party all documents and other tangible materials representing or encompassing the disclosing Party's Confidential Information and all copies thereof.

6. Warranties. Each Party represents and warrants to the other party that (i) it has the requisite corporate authority to enter into and perform this Agreement; (ii) this

Agreement constitutes its legally binding obligation, enforceable in accordance with its terms; and (iii) its execution and performance of this Agreement, including its disclosure of Confidential Information to the receiving Party, will not breach any obligation of the disclosing Party to any third party or infringe or otherwise violate any third party's rights. Although each Party believes its Confidential Information to be reliable, neither Party warrants the accuracy or completeness of Confidential Information that it may disclose to the other hereunder.

7. No Export. Neither Party shall directly or indirectly export any Confidential Information disclosed by the other or any product utilizing same to any country in respect of which the United States government or any agency thereof requires an export license or other governmental approval without first obtaining such license or approval.

8. No Reverse Engineering. Neither Party shall modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information disclosed by the other Party without its prior written consent.

9. No Grant of Rights. Nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the disclosing Party or to any invention, patent, copyright, trademark, or other intellectual property right based on such Confidential Information. Neither party shall make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Confidential Information of the disclosing Party without its express prior written consent.

10. No Partnership or Joint Venture. Nothing herein shall be construed to create a joint venture, partnership, or agency between the Parties, each of which is and shall be an independent contractor. Neither Party shall have any obligation to enter into a commercial transaction with the other and shall be free to discontinue discussions and terminate this Agreement at any time by written notice to the other.

11. Equitable Remedies. The receiving Party acknowledges that its breach of this Agreement will cause irreparable harm to the disclosing Party for which money damages will not be an adequate remedy and that the disclosing Party shall have the right to seek injunctive or other equitable relief as well as monetary damages and other available legal recourse.

12. Arbitration. Any dispute arising under or in connection with this Agreement that cannot be settled by amicable negotiation shall be submitted to binding arbitration in Washington, D.C., before a single arbitrator acceptable to both Parties under applicable commercial arbitration rules of the American Arbitration Association as then in effect; provided that arbitration of a dispute shall not preclude injunctive or equitable relief under Paragraph 11 hereof.

13. Miscellaneous. (a) Neither Party shall transfer or assign this Agreement or any rights or obligations hereunder to any other person or entity, whether by operation of

law or otherwise, without the express prior written consent of the other Party. Any such attempted assignment shall be void and of no effect. (b) This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of Delaware without reference to conflict of laws principles thereof. (c) If any provision of this Agreement is found by a competent court or government agency to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole; and in that event such provision shall be changed and interpreted so as to best accomplish the objectives of the Parties hereto within the limits of applicable law; (d) this Agreement is the complete and exclusive agreement between the Parties, supersedes any prior oral or written communications between the Parties regarding the subject matter hereof, and may be amended or supplemented only by a written agreement signed by both Parties; (e) any notices hereunder shall be in writing and sent by confirmed facsimile transmission or first-class registered or certified mail, postage prepaid, to the Party notified at its address given below; (f) this Agreement may be signed in multiple copies, each of which shall constitute an original and the same instrument; and (g) no term or provision hereof shall be considered waived or excused by either Party unless such waiver or excuse is set forth in writing signed by the Party against which it is asserted.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Western Interconnect, LLC

Tres Amigas, LLC

By _____

By _____

Pier 1, Bay 3,
San Francisco, CA 94111
Fax: 415-362-7900

119 East Marcy Street, Suite 104
Santa Fe, New Mexico 87501
Fax: 505-792-6080

[signature block]

[signature block]

By _____

Fax: _____

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