

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into and effective as of _____, 2015, by _____ (the "Undersigned"), whose address is set forth at the signature line below, for the benefit of Helen R. Frazer, Chapter 7 Trustee (the "Trustee") of the Case of Mark Technologies Corporation (the "Debtor"), the Debtor in Bankruptcy Case No. 6:16-bk-12192-WJ, in care of her attorneys, Elissa D. Miller, **SulmeyerKupetz**, a professional corporation, whose address is 333 S. Hope Street, 35th Floor, Los Angeles, CA 90071, e-mail – emiller@sulmeyerlaw.com, with respect to the following:

RECITALS

A. The Debtor is the owner of approximately 650 acres on which a windfarm is operated located in Riverside County, California (the "Property").

B. The Undersigned is evaluating the Property for purposes of submitting an offer to purchase the Property (the "Potential Transaction") and, in order to enable the Undersigned to evaluate such Potential Transaction, the Trustee will need to provide the Undersigned with Proprietary Information (defined below).

C. The Trustee is agreeable to providing the Undersigned with such Proprietary Information for the sole purpose of evaluating the Potential Transaction, but only upon the condition that the Undersigned executes and delivers to the Trustee this Agreement assuring the Trustee that the Undersigned will only use the Proprietary Information for the purpose of evaluating the Potential Transaction, and that the Undersigned will take every action necessary to protect the Proprietary Information from any and all unauthorized disclosure or use.

NOW, THEREFORE, THE UNDERSIGNED HEREBY AGREES, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated into this Agreement as though set forth in full in this Section 1.

2. Definition of Proprietary Information. For purposes of this Agreement, "Proprietary Information" means confidential information which is communicated or delivered by the Trustee, or its members, directors, officers, employees, agents, accountants and attorneys to the Undersigned, or its directors, officers, employees or agents, in connection with the Potential Transaction, whether written or oral. Such Proprietary Information includes, but is not limited to, all financial information, power purchase and related agreements, interconnection and related agreements and appraisals in the Trustee's possession and any other information or activities in the Trustee's possession which are not generally known to others engaged in similar businesses and activities.

For purposes of this Agreement, the term "Proprietary Information" shall not include and nothing contained herein shall be construed as restricting communication or use of the following types of information: (a) information which, prior to the time of disclosure by the Trustee, was known to the Undersigned as evidenced by its written records; (b) information which, at the time of disclosure to the Undersigned, was in the public domain; (c) information which, after disclosure to the Undersigned,

becomes part of the public domain other than through the fault or negligence of the Undersigned, or as a result of a breach of this Agreement by the Undersigned, or its principals, agents, employees, representatives or affiliates; or (d) information which is disclosed to the Undersigned in good faith by a third party who was not, nor is not, under any obligation of confidence to the Trustee at the time the third party discloses the information to the Undersigned. The failure to mark any of the Proprietary Information as confidential, protected, or Proprietary Information shall not affect its status as part of the Proprietary Information under the terms of this Agreement.

3. Confidentiality and Non-Disclosure. The Undersigned hereby covenants and agrees that the Undersigned, and each of the Undersigned's representatives, officers, directors, employees and other agents will hold in absolute confidence, and will not directly or indirectly disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any information obtained from the Trustee in connection with the Potential Transaction, including the Proprietary Information, with the sole exception that the Undersigned, and its employees, agents and representatives may review the Proprietary Information for the purpose of evaluating the Potential Transaction. Should the Undersigned or the Trustee determine not to move forward with the Potential Transaction for any reason, then all written data and/or information obtained by it from the Trustee, or its representatives, officers, directors, employees or other agents, shall be returned to the Trustee immediately upon the Trustee's request.

4. Agents and Representatives. The Undersigned covenants and agrees to restrict the disclosure of the Proprietary Information to only those individuals who agree to bound by the terms and conditions of this Confidentiality Agreement and to take reasonable precautions against unauthorized use or disclosure of the Proprietary Information by any of its employees, agents or representatives and to safeguard the confidentiality and proprietary nature of the Proprietary Information. In any event, the Undersigned shall be responsible for any breach of this Agreement by any of the employees, agents or representatives of the Undersigned and the Undersigned agrees, at the Undersigned's sole expense, to take all reasonable measures to restrain its employees, agents or representatives from disclosure or use of the Proprietary Information except to the limited extent permitted by this Agreement.

5. No Rights Granted. Neither this Agreement nor the exchange of Proprietary Information hereunder shall be construed as granting any right or license under any copyrights, inventions, patents, trademarks, service marks, trade secrets, or other similar proprietary rights now or hereafter owned by the Debtor, nor shall it be construed as an intention or desire on the part of the Trustee or the Undersigned to enter into the Potential Transaction, or any transaction. The Undersigned understands and acknowledges that neither the Trustee nor her agents or attorneys make any representation or warranty (express or implied) as to the accuracy or completeness of the Proprietary Information, and the Trustee expressly disclaims any and all liability to the Undersigned, or any other person, that may be based upon or relate to (a) the use of the Proprietary Information by the Undersigned or any one else authorized pursuant to this Agreement, or (b) any errors in, or omissions from, the Proprietary Information. Only those particular representations and warranties, if any, that are made in a written agreement with respect to the agreed upon terms of the Potential Transaction (the "Final Agreement") when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such Final Agreement, will have any legal effect.

6. Injunctive Relief. The Undersigned understands and agrees that the Bankruptcy Estate shall suffer irreparable harm in the event that the Undersigned breaches any of the Undersigned's obligations under this Agreement and that monetary damages shall be inadequate to compensate the Bankruptcy Estate for such breach. Accordingly, the Undersigned agrees that, in the event of a breach or threatened breach by the Undersigned of any of the provisions of this Agreement, the Trustee, in addition to and not in limitation of any other rights, remedies or damages available to her at law or in equity, shall

be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the Undersigned, or its officers, directors, employees or agents.

7. Indemnification. The Undersigned hereby agrees to defend, indemnify and hold harmless the Trustee and the Bankruptcy Estate against and in respect of: (a) any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by the Undersigned of any warranty, covenant or agreement made or contained in this Agreement; and (b) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees) incident to the foregoing. Such rights and remedies shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Trustee is or may be entitled at law or in equity or otherwise under this Agreement.

8. Reasonableness of Restrictions; Severability. THE UNDERSIGNED HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF SECTIONS 1 THROUGH 7 HEREOF AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH IN SUCH SECTIONS ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF THE TRUSTEE, THE BANKRUPTCY ESTATE AND ITS BUSINESS. The provisions of this Agreement shall be deemed reasonable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. The Undersigned agrees that the breach or alleged breach by the Undersigned of any covenant contained in another agreement (if any) between the Trustee and the Undersigned or any obligation owed to the Undersigned by the Bankruptcy Estate, shall not affect the validity or enforceability of the covenants and agreements of the Undersigned set forth herein.

9. Notices. Any notice required to be given hereunder shall be sufficient if given in writing, and sent by e-mail and certified or registered mail, return receipt requested, first-class postage prepaid, in the case of the Undersigned, to the Undersigned's address as shown at the signature line below, and in the case of the Trustee, to the address and e-mail referenced in the opening paragraph. Such addresses for notice may be changed by written notice to the other party in accordance with the provisions of this Section 9.

10. Retention by Attorney. It is understood and agreed that the relationship created by this Agreement is by and through attorneys for the Trustee and that, as a result, any work product or materials created or produced by the Undersigned shall be deemed the work product of such attorneys, with all of the protections and privileges attendant thereto.

11. Governing Law and Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Jurisdiction and Venue over any action brought to enforce or to remedy a breach of this Agreement shall be filed in the United States Bankruptcy Court for the Central District of California, Riverside Division.

12. Non-Waiver. The failure of the Trustee at any time to require performance by the Undersigned of any provision hereof will not affect in any way the full right to require such performance at any time thereafter. The waiver by the Trustee of a breach of any provision herein will not be taken or held by the Undersigned to be a waiver of the provision itself unless such a waiver is in writing.

13. Attorneys' Fees and Costs. In the event of a suit or other legal proceeding between the parties arising out of this Agreement, the prevailing party or parties in such suit or other legal proceeding will be entitled to an award of reasonable attorneys' fees and costs in addition to any other relief obtained by it or them.

14. Entire Agreement. This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements and understandings between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the Undersigned has caused this Agreement to be executed and effective as of the date first above written.

[Potential Purchaser]

By _____
[Printed Name] _____
[Its] _____
[Address] _____

[E-mail] _____

Helen R. Frazer, Chapter 7 Trustee for Mark
Technologies Corporation

By _____
Elissa D. Miller, **Sulmeyer**Kupetz, attorneys for The
Trustee