

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into by and between and Long Island Electric Utility Servco LLC, a New York limited liability company (hereinafter "SERVCO"), as agent of and acting on behalf of the Long Island Lighting Company d/b/a LIPA ("LIPA" or "COMPANY") with offices located at 333 Earle Ovington Boulevard, Uniondale, New York 11553 and ("STAKEHOLDER"), having its principal place of business at 159 Pantigo Road, East Hampton, New York 11937. SERVCO is executing this Agreement on behalf of LIPA in its capacity as agent for LIPA and SERVCO is not a principal party to this Agreement and is a third party beneficiary of this Agreement. LIPA and the STAKEHOLDER shall be sometimes referred to, individually, as "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, in connection with the issuance by SERVCO, acting on behalf of LIPA, of the South Fork Request for Proposal on June 24, 2015 (the "SOUTH FORK RFP"), SERVCO and LIPA desire to form a committee, the limited purpose of which will be to ensure appropriate participation in the SOUTH FORK RFP by the community through soliciting concerns, advice and other considerations from the STAKEHOLDER regarding the proposals for energy resources submitted pursuant to the SOUTH FORK RFP and the ultimate implementation of such resources (the "STAKEHOLDER COMMITTEE"); and

WHEREAS, SERVCO and LIPA will convene the STAKEHOLDER COMMITTEE in advance of the recommendation to be made by representatives of SERVCO and LIPA staff and the final approval of such recommendations by the Board of Trustees of LIPA; and

WHEREAS, the STAKEHOLDER desires to serve on the STAKEHOLDER COMMITTEE, for the limited purpose of providing such information and will do so in the capacity of a duly appointed representative of (the Town of East Hampton); and

WHEREAS, pursuant to carrying out the purpose and activities of the STAKEHOLDER COMMITTEE, SERVCO and LIPA may provide from time to time, certain Confidential Information (as hereinafter defined) to STAKEHOLDER concerning the SOUTH FORK RFP, the categories of energy resources proposed and considered pursuant to the SOUTH FORK RFP, and the information used by SERVCO and LIPA in reviewing proposals submitted pursuant to the SOUTH FORK RFP, subject to STAKEHOLDER's agreement herein to hold such Confidential Information in strict confidence.

NOW THEREFORE, in consideration of the mutual premises recited above, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The STAKEHOLDER agrees to accept, receive, or hold Confidential Information, whether oral or written, tangible or intangible (including all electronic or other magnetic/optical based medium) which SERVCO and/or LIPA considers to be confidential or proprietary, in

confidence and trust and to limit its use and disclosure of Confidential Information as set forth in this Agreement.

2. The term "Confidential Information" means information disclosed to STAKEHOLDER by or on behalf of LIPA, including, but not limited to: information concerning the processes utilized in connection with the SOUTH FORK RFP, the categories of energy resources proposed and considered pursuant to the SOUTH FORK RFP, the information used by SERVCO and LIPA in reviewing proposals submitted pursuant to the SOUTH FORK RFP and any and all information pertaining to the formation, discussions and conduct of business carried out by the STAKEHOLDER COMMITTEE, business secrets; business information, business plans and practices; financial and pricing information; financial statements and reports; employee information or data; project specifications; projections; schematics and drawings; trade secrets; processes; materials; customer information or data; shareholder information or data; supplier lists; sales volume; territories; markets; current, future or potential acquisitions; technical, production, operational, marketing or sales information; or any and all other financial, business, organizational and technological information, in all respects related to LIPA's review of the responses to the SOUTH FORK RFP and the STAKEHOLDER COMMITTEE'S discussions and deliberations related thereto, whether or not such information is specifically marked "Confidential" or with other similar legend. "Confidential Information" shall include all writings, notes, memoranda, (collectively, "Notes") made by STAKEHOLDER or its employees, agents or servants with respect to such Confidential Information.

3. "Confidential Information" does not include any information which:
- (a) at the time of receipt was already possessed by STAKEHOLDER or was already in the public domain;
 - (b) after being provided by LIPA entered the public domain without any action or fault of STAKEHOLDER;
 - (c) is obtained from any individual, firm or entity which had the unrestricted right to disclose it;
 - (d) is required to be disclosed under applicable law, regulatory process, a court or governmental order (which requirement STAKEHOLDER shall use reasonable efforts to avoid or minimize by prior notice to LIPA protective order, agreement or otherwise); or
 - (e) is independently developed by STAKEHOLDER without knowledge of or access to LIPA's Confidential Information.

4. Disclosure Pursuant to Legal Process; Applicable Law

(a) STAKEHOLDER'S Disclosure Pursuant to Legal Process. In the event that STAKEHOLDER believes that it is required to disclose Confidential Information pursuant to applicable law, regulatory process, a court order or other governmental order pursuant to Section 3(d) above, STAKEHOLDER shall promptly notify LIPA in writing and provide LIPA with the basis for its belief that it is required to disclose Confidential

Information. Prior to any such disclosure, the STAKEHOLDER shall (i) provide LIPA at least ten (10) days prior to any such disclosure in order to enable LIPA to respond to such notice by seeking a protective order or similar measure to protect the Confidential Information from disclosure, (ii) provide an opinion of LIPA's legal counsel that disclosure is not required by applicable law, regulatory process, a court order or governmental order, or provide only that portion of the Confidential Information which it is advised by legal counsel is legally required, (iii) use its reasonable best efforts to cause the applicable governmental entity to treat such information in a confidential manner and to prevent such information from becoming part of the public domain, and (iv) cooperate with LIPA's attempts to assure confidential handling of such information.

(b) FOIL and Additional Public Access to Records Requirements. STAKEHOLDER expressly acknowledge that LIPA is subject to the requirements of the NYS Public Officers Law, including New York's Freedom of Information Law ("FOIL") and the New York Code, Rules and Regulations ("NYCRR") and must comply therewith. If LIPA is requested by a third party to disclose Confidential Information that it has received from the other Party, LIPA will (i) notify the other Party of the request, (ii) provide the affected Party with the information LIPA intends to provide in response to the FOIL request, (iii) provide the affected Party the opportunity to provide information regarding the need for confidential treatment, including pursuant to the NYS Public Officers Law § 87, (iv) evaluate the affected Party's request for confidential treatment, and (v) determine if the Confidential Information is subject to disclosure under FOIL. If LIPA determines that Confidential Information is subject to disclosure, it will provide prompt written notice of such determination to the affected Party so that the affected Party may seek to appeal LIPA determination, as applicable, or seek another appropriate remedy, or both, and the Parties may pursue their respective rights and remedies pursuant to NYS Public Officers Law § 89(5).

6. STAKEHOLDER shall treat and maintain Confidential Information as confidential and proprietary and shall not for any purpose or in any manner use or disclose Confidential Information, in whole or in part, without SERVCO's and LIPA's prior written consent.

7. STAKEHOLDER shall limit the possession and use of Confidential Information to individuals on a "need-to-know-basis and solely in furtherance of carrying out their responsibilities as a duly appointed representative of the TOWN to the STAKEHOLDER COMMITTEES. STAKEHOLDER shall make certain that its employees, agents, advisors and subcontractors provided with access to Confidential Information have been advised of the obligations of this Agreement. STAKEHOLDER shall cause its employees, agents, advisors and subcontractors who obtain or gain access to Confidential Information to promise to abide by the terms and conditions of this Agreement. STAKEHOLDER shall not provide any of Confidential Information covered by this Agreement to any entity or individual other than STAKEHOLDER's employees, agents and/or advisors without LIPA's prior written consent. Any such disclosure to third parties shall be on a strict "need-to-know" basis. STAKEHOLDER shall remain fully responsible for any breach of the Agreement by its employees, agents, advisors and subcontractors.

8. STAKEHOLDER shall not make any copy or in any way reproduce or excerpt Confidential Information except for purposes authorized by LIPA.

9. At LIPA's request and option regarding any and all information disclosed pursuant to this Agreement, STAKEHOLDER shall immediately either (i) return such information to LIPA, or (ii) destroy such information at LIPA's request. If LIPA requests the destruction of information disclosed pursuant to this Agreement, STAKEHOLDER shall provide LIPA with certification that all such information, including Notes, have been destroyed.

10 Confidential Information disclosed hereunder shall at all times remain, as between the Parties, the property of LIPA. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of confidential information hereunder.

11. STAKEHOLDER's obligations hereunder are in addition to, and not exclusive of, any and all other obligations and duties owed to LIPA and shall remain in effect for the greater of (i) five (5) years from the date of STAKEHOLDER's receipt of such information.

12. Subject only to its confidentiality and non-disclosure obligations as set forth in this Agreement, STAKEHOLDER agrees that it will not develop, use, and market products and services similar to or competitive with the Confidential Information.

13. No Conflicts. The STAKEHOLDER hereby certifies that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest in relation to the SOUTH FORK RFP, the submission of proposals pursuant thereto, and the business and function of the STAKEHOLDER COMMITTEE, and has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant factors if such a person would question the impartiality of the STAKEHOLDER.

14. Except as otherwise mutually agreed to, STAKEHOLDER may not use the name of LIPA in connection with any advertising or publicity materials or activities without the prior written consent of LIPA.

15. This Agreement may not be changed or altered, except by written agreement signed by both Parties.

16. This Agreement shall be governed by and construed under the laws of New York, without regard to its choice of law rules, and any disputes arising out of this Agreement resulting in litigation shall be litigated in the state or federal courts of the State of New York.

17. In the event of a breach of this Agreement, STAKEHOLDER agrees that LIPA will suffer irreparable injury that could not adequately be compensated by monetary damages, that LIPA's monetary damages would be exceedingly difficult to measure, and that LIPA's remedy at law would be inadequate. Accordingly, STAKEHOLDER consents to an entry of an order of a court of competent jurisdiction granting an injunction against such breach without any

requirement to provide or post a bond or other security as a condition of such relief. LIPA's right to injunctive relief shall be in addition to any and all other rights and remedies LIPA may have.

18. This Agreement constitutes the full, complete and only agreement between the Parties hereto with respect to the foregoing and supersedes any previous agreements, representations or understandings, either oral or written.

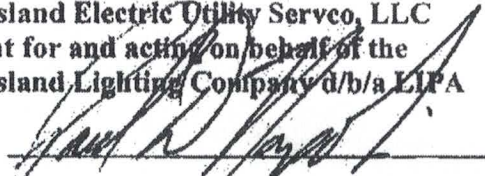
19. This Agreement shall become effective as of the last date ("Effective Date") signed below.

IN WITNESS WHEREOF, the Parties have, through their duly authorized representatives, hereto set their respective signatures to this Agreement.

Long Island Electric Utility Service, LLC
as agent for and acting on behalf of the
Long Island Lighting Company d/b/a LIPA


STAKEHOLDER

BY:



Paul Napoli
(Print Name)

BY:



LARRY CARTWELL
(Print Name)

TITLE:

Vice President - Power Markets

TITLE:

Supervisor

DATE:

May 25, 2016

DATE:

May 10, 2016