

Green Century Exploration & Production, LLC Confidentiality Agreement and Covenant Not To Compete

This Confidentiality Agreement and Covenant Not to Compete (hereinafter the "Agreement") is entered into this ____ day of _____ 2020, by and between Green Century Exploration & Production, LLC, a Texas limited liability company located at 505 North Big Spring Street, Suite 402, Midland, Texas, 79701 and its subsidiaries and affiliates (hereinafter collectively referred to as "Green Century" or the "Company"), and _____, located at _____

and its principals, subsidiaries, affiliates and related entities (hereinafter collectively referred to as the "Prospective Non-Op Participant").

Green Century and the Prospective Non-Op Participant may be referred to herein individually as "Party" or collectively as the "Parties." "Person" shall be interpreted broadly to include, without limitation corporations or other company entities, trusts, groups, partnerships, a governmental authority(ies) or an individual(s). "Representatives" mean directors, officers, managers, members, partners, employees, lenders, agents, financial advisors, consultants, contractors, attorneys and accountants of the Parties.

R E C I T A L S

The Parties recite and declare as follows:

A. WHEREAS, the Parties are discussing the possibility of the Prospective Non-Op Participant joining Green Century as a non-operating partner(s) in an oil well drilling and waterflood project the Company is operating and developing in northwest Crockett County, Texas (the "Project").

B. WHEREAS, the Prospective Non-Op Participant acknowledges that in order to fully understand the Project, Green Century will need to provide the Prospective Non-Op Participant with access to certain confidential and proprietary information and data. Confidential and proprietary information and data covered under this Agreement includes, but is not limited to, the location of the Project, all discussions Green Century has with Prospective Non-Op Participant regarding the Project, and other details related to the Project and the Company including well logs, maps, geologic information, mineral ownership and lease and land information, cross section studies, concepts, operating plans, expansion plans, reports, business plans, stratigraphic information, drawings, notes, proposals, records, calculations, business agreements, documents, and other materials, hereinafter collectively referred to as "Confidential Information".

C. WHEREAS, Prospective Non-Op Participant desires to enter into this Agreement to assure Green Century that it will not disclose any Confidential Information nor compete with Green Century for oil and gas properties, reserves, and/or projects within a defined contiguous area surrounding the Project. Said defined contiguous area, also referred to as the "Non-Compete Area" in this Agreement, has a boundary line that is approximately 2 miles from the east and west borders of Green Century's current Project oil & gas lease and approximately 2.5

miles from the north and south borders of Green Century's current Project oil & gas lease. Green Century will disclose the location of the Project and the "Non-Compete Area" to the Prospective Non-Op Participant after the Prospective Non-Op Participant signs and returns to Green Century two original copies of this Agreement. In order for this Agreement to become effective, Green Century must sign and return a fully executed copy of the Agreement signed by the Prospective Non-Op Participant and Green Century to the Prospective Non-Op Participant along with a map showing the location of the Project and the "Non-Compete Area."

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Confidentiality Agreement. Prospective Non-Op Participant specifically agrees that it will not disclose to any other party any of the Confidential Information without the prior written consent of Green Century, and Green Century can withhold said consent for any reason whatsoever. Prospective Non-Op Participant also agrees that it will not use any of the Confidential Information for its own gain or profit, other than to evaluate the Project.

Prospective Non-Op Participant shall use reasonable measures to keep all of Green Century's Confidential Information protected and confidential. Promptly upon request of Green Century, Prospective Non-Op Participant shall return or destroy all Confidential Information and all copies, extracts, portions, notes, studies, summaries and derivatives of the Confidential Information under its control.

Prospective Non-Op Participant has no obligations with regard to any Confidential Information which is: (a) already in its possession; (b) or subsequently becomes available to the general public other than by breach of this Agreement; (c) is independently developed by Prospective Non-Op Participant without reference to the Confidential Information; or (d) is obtained by Prospective Non-Op Participant from a source other than Green Century or its Representatives, provided that, insofar as is known to Prospective Non-Op Participant at the time of receipt, such source is not prohibited from transmitting the Confidential Information by a confidentiality obligation to Green Century.

Subject to restrictions set forth herein, Prospective Non-Op Participant may disclose Confidential Information to Representatives and/or Affiliates of Prospective Non-Op Participant to the extent they need same to evaluate the Project. Prospective Non-Op Participant shall require every Person to whom the Confidential Information is disclosed and who is not a member, manager, officer or employee of Prospective Non-Op Participant to agree in writing to keep confidential and not disclose the Confidential Information to any unauthorized Person. Prospective Non-Op Participant shall also limit access to the Confidential Information to those of its Representatives and Affiliates who have a need to review such data for the purpose stated herein. Prospective Non-Op Participant accepts responsibility for any breach of this Agreement by Prospective Non-Op Participant and/or any of Prospective Non-Op Participant's Representatives or Affiliates with whom Prospective Non-Op Participant has shared the Confidential Information.

2. Covenant Not to Compete. During the Term of this Agreement (set forth below) the Prospective Non-Op Participant agrees that it will not directly or through a third party(ies) compete

with Green Century for oil and gas properties, reserves, and/or projects, or direct, suggest, encourage or aid any other person or organization to compete with Green Century for oil and gas properties, reserves, and/or projects, within the Non-Compete Area (defined above). Said competition with Green Century for oil and gas properties, reserves, and or projects, shall include, without limitation, the acquisition or option of any oil and gas interest of any type whatsoever, whether leasehold, mineral, fee property, royalty, working interest, farm-in, or other contract rights, within the Non-Compete Area.

The Prospective Non-Op Participant specifically understands that the Non-Compete term refers to the Covenant Not to Compete and does not affect the requirement that the Prospective Non-Op Participant shall not disclose or misappropriate Confidential Information of Green Century, which is covered elsewhere in this Agreement.

The Parties expressly agree that the terms of this Covenant Not to Compete are reasonable in scope and duration. The Prospective Non-Op Participant agrees that the terms of the Covenant Not to Compete do not impose upon Prospective Non-Op Participant any greater restraint than is reasonably necessary to protect the business and good will of Green Century and that it imposes no undue hardship upon Prospective Non-Op Participant.

3. Remedies. No failure or delay by either Party in exercising any of its rights or pursuing any remedies available hereunder or at law or in equity shall in any way constitute a waiver or prohibition of such rights and remedies in the event of a breach of this Agreement. Equitable relief shall not be exclusive of other remedies to which a Party is entitled at law or in equity. Prospective Non-Op Participant will be liable to Green Century for costs, expenses and damages (including but not limited to reasonable attorney's fees and court costs) which Green Century or its Affiliates may suffer, sustain, pay or incur associated with successful claims arising out of the unauthorized disclosure or use of the Confidential Information, unauthorized competition with Green Century within the Non-Compete Area in violation of the Covenant Not to Compete, or any breach of this Agreement by Recipient, its Representatives and/or Affiliates. Prospective Non-Op Participant acknowledges that its breach of this Agreement may irreparably harm Green Century and Prospective Non-Op Participant agrees that money damages may not be a sufficient remedy for its breach. In addition to all other remedies, Green Century may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

4. No Participation Obligation. Green Century acknowledges and agrees that this Agreement does not create any obligation for the Prospective Non-Op Participant to participate in the Project or for Green Century to provide Prospective Non-Op Participant with a participating interest in the Project.

5. Warranty Disclaimer. PROSPECTIVE NON-OP PARTICIPANT ACKNOWLEDGES AND ACCEPTS THAT THE CONFIDENTIAL INFORMATION IS FURNISHED ON AN "AS IS" BASIS. THE PARTIES AGREE THAT NEITHER GREEN CENTURY NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ACCURACY, QUALITY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION, AND THAT ONLY SPECIFIC REPRESENTATIONS AND WARRANTIES MADE IN A DEFINITIVE AGREEMENT (WHEN AND IF THE SAME IS FULLY EXECUTED AND DELIVERED) SHALL HAVE LEGAL EFFECT. WITHOUT LIMITING ANY OBLIGATION THAT GREEN CENTURY MAY EXPRESSLY UNDERTAKE IN A DEFINITIVE AGREEMENT IN RESPECT OF THE POSSIBLE TRANSACTION, NEITHER GREEN CENTURY NOR ITS AFFILIATES

OR REPRESENTATIVES SHALL BE LIABLE TO PROSPECTIVE NON-OP PARTICIPANT OR ANY OTHER PERSONS IN CONTRACT, TORT, SECURITIES LAWS OR OTHERWISE AS A RESULT OF THE USE OF THE CONFIDENTIAL INFORMATION, OR ERRORS THEREIN OR OMISSIONS THEREFROM, BY PROSPECTIVE NON-OP PARTICIPANT, EXCEPT TO THE EXTENT SUCH LIABILITY ARISES FROM THE BREACH OF CONTRACTUAL OBLIGATIONS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GREEN CENTURY, ITS AFFILIATES OR REPRESENTATIVES. PROSPECTIVE NON-OP PARTICIPANT AGREES THAT NEITHER PROSPECTIVE NON-OP PARTICIPANT NOR ITS AFFILIATES AND/OR REPRESENTATIVES SHALL RELY UPON THE CONFIDENTIAL INFORMATION WITHOUT SATISFYING ITSELF AS TO ITS ACCURACY AND COMPLETENESS AND THAT PROSPECTIVE NON-OP PARTICIPANT SHALL MAKE INDEPENDENT VERIFICATION THEREOF.

6. **Term.** The Term of this Agreement is thirty-six (36) months from the date this Agreement becomes effective.

7. **Governing Law.** This Agreement shall be construed in accordance with and governed by the substantive and procedural laws of the State of Texas.

8. **Agreement Binding.** This Agreement shall apply to, inure to the benefit of, and bind all Parties hereto, their employees, agents, assigns, personal representatives, heirs, executors, administrators, members, managers, subsequent purchasers, prospective partners, agents, affiliated entities, actors, shareholders, subsidiaries, principals, associates, and successors.

9. **Representations.** By execution of the Agreement each signatory represents and warrants for itself to the other Party that the Agreement is executed on behalf of an individual or a valid and existing legal entity and that such individual or entity has full right and authority to undertake any action contemplated by the Agreement.

10. **Assent to Terms.** The undersigned agree that each Party assents to the terms and conditions of this Agreement upon his own investigation and judgment in regard to all matters herein contained, and each Party specifically acknowledges that he has not relied upon representations made by any other party, except representations or warranties set forth in the Agreement, and that the Agreement is made and entered into free of any duress, coercion or undue influence from any source whatsoever. Each Party warrants and acknowledges that they have been fully advised by legal counsel of their own selection, or that they have waived such right, and that they are relying wholly upon their own judgment and/or the advice of their own legal counsel in executing this Agreement.

11. **Miscellaneous.**

(a) Prospective Non-Op Participant acknowledges that Green Century could suffer irreparable harm if Prospective Non-Op Participant were to breach one or more provisions of this Agreement and, that in the event of such a breach, Green Century shall be entitled to immediate equitable relief (including without limitation, injunctive relief and/or orders for specific performance) in addition to its other remedies at law or in equity.

(b) The covenants and conditions of this Agreement shall survive any closing, creation of a joint business, termination of a business relationship, or conveyance of property by deed or otherwise.

(c) If a court of competent jurisdiction shall find any provision of this Agreement unenforceable under law, such provisions shall be stricken and the remainder of the Agreement shall remain in full force and effect.

(d) This Agreement contains the entire agreement between Green Century and Prospective Non-Op Participant with respect to the subject matter hereof and supersedes any previous understandings or agreements, whether written or oral, regarding same. The Agreement can only be amended by a written document signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth in the first portion of this Agreement.

GREEN CENTURY EXPLORATION & PRODUCTION, LLC

By: _____
A. James Mayer, President

Company or Individual Name Above

By: _____

