

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into as of November ____, 2018, between ANR PIPELINE COMPANY, (“ANR”), and _____, (“Company”). ANR and Company shall sometimes be individually referred to herein as a “Party” and collectively as “Parties.”

RECITALS

A. The Parties intend to have discussions regarding the provisions of the Final Rule issued July 18, 2018 in Docket No. RM18-11-000 as such may impact the ANR pipeline system (collectively, “Discussions”).

B. The Parties have authority to represent and bind their respective affiliates, subsidiaries, and partners in connection with the Discussions.

C. The Parties acknowledge that the Parties may make available to each other, from time to time, in connection with such Discussions, certain Confidential Information (as such term is defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. Non-Disclosure. Subject to Sections 3 and 4 below, the Parties shall not disclose to any person and shall keep strictly confidential, and shall cause their Representatives (as such term is defined below) to not disclose to any person and to keep confidential: (i) all information and data, furnished or submitted during the term of this Agreement to a Party or its Representatives (a “Receiving Party”) by the other Party or its Representatives (a “Disclosing Party”), in writing, orally or electronically, in connection with the Parties’ Discussions; (ii) the content of the Discussions between the Parties which may occur during the term of this Agreement; (such information identified in the foregoing subparagraphs (i) and (ii) of this Section 1, including any information compiled or derived therefrom, being herein referred to as “Confidential Information”); provided, however, that a Receiving Party may disclose Confidential Information (a) to any Representative of Receiving Party who needs, in Receiving Party’s reasonable judgment, to know such information for purposes of effectively conducting the Discussions, provided that (1) Receiving Party shall advise each such Representative of this Agreement and the obligations herein, and, (2) Receiving Party shall be responsible for each such Representative’s compliance with the terms of this Agreement binding on Receiving Party, and (3) Receiving Party shall take commercially reasonable measures to cause each such Representative to comply with the terms of this Agreement binding on Receiving Party; and (b) to the extent that a Receiving Party or such Representative is required to disclose such information in order to avoid committing a violation of any applicable law, or governmental rule or regulation, including, without limitation, any rules or regulations of any securities association, stock exchange or national securities quotation system, provided that Receiving Party, if not otherwise prohibited by applicable law, takes the other actions required in connection with a required disclosure pursuant to Section 4 below. Without limiting the generality of the foregoing, Receiving Party shall take such

precautionary measures as may be required to ensure (and Receiving Party shall be responsible for) compliance with this Agreement by Receiving Party and its Representatives and other persons to whom it may disclose Confidential Information in accordance with this Agreement. For the purposes of this Agreement, “Representatives” of a person, shall include: (i) that person’s directors, officers, direct employees, lawyers, affiliates, subsidiaries, and partners; and (ii) that person’s affiliates’, subsidiaries’ and partners’ respective directors, officers, direct employees, and lawyers.

2. Use Restriction. The Parties agree that they shall not use, and shall cause each of their Representatives not to use, any Confidential Information for any purpose other than in connection with the Discussions. The Parties are undertaking the Discussions, and each Party is providing the other Party with Confidential Information solely for the purpose of engaging in the Discussions; therefore, in addition to those provided herein, the non-disclosure and use restrictions provided for in 18 C.F.R. §385.602(e) apply to the Confidential Information. In addition to the use restrictions imposed upon the Receiving Party by this Section and the Agreement, each Party specifically acknowledges and agrees that it may not disclose or otherwise use or rely upon any of the Confidential Information in any agency, court or other adversarial proceeding including but not limited to, any proceeding before the Federal Energy Regulatory Commission (“FERC”) whether initiated by the Disclosing Party, Receiving Party, FERC or any third party. Notwithstanding the foregoing, the Parties may discuss Confidential Information in connection with the Discussions with any entity that has executed a confidentiality agreement with ANR related to the Discussions; provided that such entity is participating in the Discussions and has not notified ANR in writing that it wishes to discontinue participating Discussions.

3. Exceptions to Confidential Information. Notwithstanding anything herein to the contrary, the term “Confidential Information” shall not include information that: (i) is already known or in the possession of Receiving Party at the time of disclosure, as evidenced by Receiving Party’s written documentation; (ii) becomes subsequently available to Receiving Party on a non-confidential basis from a source not known by Receiving Party to be bound by a confidentiality agreement or secrecy obligation owed to Disclosing Party; (iii) is or becomes generally available to the public other than as a result of a breach of this Agreement by Receiving Party or any Representative of Receiving Party; (iv) becomes available to Receiving Party in a legal or regulatory proceeding; or (v) is independently developed by Receiving Party without use, directly or indirectly, of Confidential Information. If only a portion of the Confidential Information falls under one of the foregoing exceptions, then only that portion shall not be deemed Confidential Information. The foregoing exceptions to the definition of Confidential Information, however, shall not apply to: (i) Confidential Information merely because it is embraced by or included with general information which falls within any one or more of such exceptions; and (ii) any Confidential Information merely because specific information (but not the combination itself) made a part of Confidential Information falls within any one or more of such exceptions.

4. Required Disclosure. In the event that a Receiving Party or any Representative of Receiving Party is requested or required, pursuant to any applicable court order, administrative order, statute, regulation, regulatory process or other official order by any government or any agency or department thereof, to disclose any Confidential Information, Receiving Party shall, and shall cause the applicable Representative to: (i) unless otherwise prohibited by applicable law, provide Disclosing Party with prompt written notice of any such request or requirement so that Disclosing

Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; and (ii) cooperate with Disclosing Party to obtain such protective order or other remedy. In the event such protective order or other remedy is not obtained and Disclosing Party fails to waive compliance with the relevant provisions of this Agreement, Receiving Party agrees to: (a) furnish only that portion of the Confidential Information for which Receiving Party is legally required to be disclosed, (b) upon Disclosing Party's request and expense, use all reasonable efforts to obtain assurances, if possible, that confidential treatment will be accorded to such information, and (c) give Disclosing Party prior written notice, unless otherwise prohibited by applicable law, of the Confidential Information to be disclosed as far in advance of its disclosure as is reasonably practicable.

5. Termination of Discussions; Return or Destruction of Confidential Information. If any Party decides that it does not wish to continue Discussions, such Party will promptly notify the other Party of that decision by giving such other Party a written notice to that effect. In that case or at any other time for any reason, upon the written request of Disclosing Party, and except as provided for in this Section 5, a Receiving Party will, and will cause its Representatives to promptly, (i) deliver to Disclosing Party all Confidential Information (whether written/hardcopy or electronic) furnished to Receiving Party or any Representative of Receiving Party by or on behalf of Disclosing Party, and (ii) destroy (A) any copies of such Confidential Information (including any extracts therefrom), and (B) any portion of such Confidential Information that may be found in reports, analyses, notes, compilations, studies and other documents prepared by or for Receiving Party. After the written request referenced in the foregoing sentence is given, upon written request of Disclosing Party for any reason, Receiving Party shall cause one of its duly authorized officers to certify in writing to Disclosing Party that the requirements of the preceding sentence have been satisfied in full. The Receiving Party shall not be required to destroy any copies of the Confidential Information, or reports, analyses, notes, compilations, studies and other documents containing Confidential Information that have been electronically stored and reside within an electronic backup system. Notwithstanding the termination of any Discussions or the return or destruction of any Confidential Information, the Parties will continue to be bound by terms of this Agreement as provided herein.

6. Term. This Agreement shall be effective as of the date first noted above and will terminate one (1) year after the date hereof.

7. Enforcement. In the event of a breach of this Agreement, or in the event that such breach appears imminent, each Party shall be entitled to seek all available legal and equitable remedies and may, in addition, recover from other Party all reasonable costs and attorneys' fees incurred by it in successfully obtaining any such remedy in a final, nonappealable decision by a court of competent jurisdiction. The Parties acknowledge that the Confidential Information is a unique and valuable asset and that dissemination or use of Confidential Information, whether directly or indirectly, or to any third party could irreparably damage Disclosing Party. The Parties agree and acknowledge that monetary damages may not be a sufficient remedy for any actual or threatened breach of this Agreement and that, in addition to all other remedies, Disclosing Party shall be entitled to seek specific performance, injunctive and other equitable relief. Each Party hereby agrees that the Disclosing Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance, and to prevent a breach or contemplated breach, of this Agreement without, in any case, proof of actual damages, and with the Receiving Party waiving any requirement for the securing or posting of any bond in connection

with such remedy. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT TO THIS AGREEMENT OR FOR ANY FAILURE OR PERFORMANCE RELATED HERETO HOWSOEVER CAUSED.

8. Miscellaneous.

(a) Receiving Party acknowledges and agrees that, except as provided in a definitive agreement between the Parties with respect to the Discussions (i) Disclosing Party and their Representatives in good faith believe that the Confidential Information provided to Receiving Party is accurate and does not mislead, (ii) neither Disclosing Party, nor any Representative of Disclosing Party, has made or makes any representation or warranty as to the accuracy or completeness of the Confidential Information; and (iii) neither Disclosing Party nor any Representative of Disclosing Party shall have any liability to Receiving Party or any Representative of Receiving Party resulting from the use of the Confidential Information.

(b) Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any such assignment without such prior written consent shall be null and void. Notwithstanding the foregoing, either Party may assign or delegate this Agreement and the rights, interests or obligations under this Agreement, in whole or in part, by operation of law or otherwise, to any party, currently existing or to be formed, to which such Party assigns or delegates its interest in the Discussions. Subject to the above, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

(c) If any provision of this Agreement is held by a court of competent jurisdiction in a final, non-appealable judgment to be invalid, illegal or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and any invalid, illegal or unenforceable provision shall be replaced with a valid, legal or enforceable provision, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

(d) The Parties acknowledge and agree that no failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may only be modified or waived by the Parties hereto by instrument in writing.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws thereof.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery

of an executed signature page by facsimile or e-mail containing a pdf copy shall be deemed to be, and shall have the same effect as, an original.

(g) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, between the Parties relating to the subject matter herein.

IN WITNESS WHEREOF, each Party has executed this Confidentiality Agreement, or caused this Confidentiality Agreement to be executed on its behalf, all as of the day and year first above written.

ANR PIPELINE COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____