

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as “Agreement”) is entered into effective as of _____, 2015 (the “Effective Date”), by and between **Utica Marcellus Texas Pipeline LLC**, a Delaware limited liability company, having its principal place of business at 1001 Louisiana Street, Suite 1000, Houston, Texas, 77002 (hereinafter “Carrier”), and _____ a _____, having its principal place of business at _____ (hereinafter “Shipper”). Carrier and Shipper are sometimes referred to herein individually as a (“Party”) and collectively as the (“Parties”).

RECITALS

- A. Carrier and Shipper are evaluating a potential transaction by which Carrier would provide natural gas liquids (“NGLs”) transportation service to Shipper pursuant to a Transportation Services Agreement (“TSA”) between the Parties pursuant to an open season by Carrier for its proposed Utica Marcellus Texas Pipeline LLC pipeline project (the “Potential Transaction”).
- B. Each of Carrier and Shipper is willing to provide, or to cause their Affiliates to provide, to the other certain information containing proprietary and non-public information in connection with the Potential Transaction, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, the benefits to be derived therefrom by the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the terms set forth herein shall have the following meaning:

(a) “Affiliate(s)” shall include and mean a Party’s “Parent Company” and “Affiliated Companies.” The terms “Parent Company,” “Affiliated Companies” and “Controlling Interest” shall be defined as follows: (i) a Party’s “Parent Company” shall mean an entity having a “Controlling Interest” in such Party; (ii) a Party’s “Affiliated Companies” shall mean any and all entities in which the Party or its Parent Company has a direct or indirect “Controlling Interest”; and (iii) a “Controlling Interest” shall mean the ownership of fifty percent (50%) or more of the voting stock or other equity or ownership interests in an entity.

(b) “Confidential Information” includes, but is not limited to, all of the following information not expressly excluded by Section 2 of this Agreement: (a) all draft term sheets and summaries for the Potential Transaction, (b) all draft and execution copies of agreements for the Potential Transaction, (c) all other documents made available to Receiving Party in connection with the Potential Transaction, the proposed Utica Marcellus Texas Pipeline LLC pipeline (the “Pipeline”) or the open season for the Pipeline, including, without limitation, the pro forma rules and regulations tariff and any pro forma rates tariffs for the Pipeline, and (d) all other information which otherwise concerns the Potential Transaction, the Disclosing Party, whether disclosed

electronically, in writing or orally, which a Disclosing Party provides to a Recipient or a Recipient's Representatives in connection with the Recipient's evaluation of the Potential Transaction, including any such information provided before the date of this Agreement.

(c) "Disclosing Party" refers to a Party and/or such Party's Representatives disclosing information pursuant to the terms of this Agreement.

(d) "Notes" means all notes, analyses, charts, maps, memoranda, graphs, data, summaries and other material derived or prepared by a Recipient or its Representatives from the inspection or review of the Confidential Information.

(e) "Party" means a party to this Agreement.

(f) "Parties" mean the parties to this Agreement.

(g) "Recipient" refers to a Party and/or such Party's Representatives receiving information disclosed pursuant to this Agreement. For the purposes of information that is jointly developed, both Parties shall be considered a "Recipient".

(h) "Representatives" means the officers, directors, employees, partners, lenders, agents, consultants, legal and financial advisors or other representatives of a Party and/or their Affiliates.

2. EXCLUSION. Confidential Information shall not include information that the Recipient can show:

(a) is developed by the Recipient or its Affiliates without the use of the Confidential Information;

(b) is or becomes publicly available other than as a result of disclosure thereof by Recipient or its Representatives in breach of this Agreement;

(c) is or becomes rightfully acquired by the Recipient or its Representatives without obligations of confidentiality or restrictions as to use, from a source other than the Disclosing Party or its Affiliates or the Representatives of the Disclosing Party or its Affiliates, who, to the best of the knowledge of Recipient, was not under a contractual or other obligation to of confidentiality and/or non-use; or

(d) is or becomes acquired by the Recipient or its Representatives in the ordinary course of the Recipient's business and in connection with such Recipient's ownership interest in a facility or other asset, other than from the Disclosing Party or its Affiliates or the Representatives of the Disclosing Party or its Affiliates in connection with the Proposed Transaction.

3. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Subject to the provisions of Section 5, the Recipient shall (i) keep in strict confidence the Disclosing Party's Confidential Information and any and all Notes; (ii) not, without the express prior written

consent of the Disclosing Party, disclose or permit Confidential Information to be disclosed to anyone other than the Recipient's Representatives who have a legitimate need to review and evaluate the Confidential Information to assist the Recipient in its evaluation of the Potential Transaction; and (iii) not use, and not permit its Representatives to use, Disclosing Party's Confidential Information or any Notes for Recipient's or its Representatives' own benefit other than in connection with the evaluation of the Potential Transaction. Any person receiving Confidential Information pursuant to Section 3(ii) above shall be informed by the Recipient of and be made aware of this Agreement, the confidential nature of the Confidential Information and the other terms and conditions of this Agreement. Nothing in this Agreement shall prevent (a) Carrier from disclosing Confidential Information as it deems desirable in connection with an open season for the Pipeline or filings with the Federal Energy Regulatory Commission and other governmental authorities in connection with the Potential Transaction, or (b) Shipper from filing a protest or comments with the Federal Energy Regulatory Commission in connection with issues arising from any open season for the Pipeline or proposed contract provisions in any definitive agreement for the Potential Transaction that conflict with applicable law, precedent or policy.

4. RETURN OF CONFIDENTIAL INFORMATION. The Confidential Information shall remain the property of the Disclosing Party. The Recipient shall acquire no proprietary interest in or right to the Confidential Information and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Recipient. Within thirty (30) days after receipt of such notice, the Recipient shall promptly return to Disclosing Party or destroy all Confidential Information and any copies thereof and shall destroy all Notes and any copies thereof; provided, however, that Recipient shall have no obligation to destroy Confidential Information or Notes retained in electronic archives or backup tapes, and Recipient hereby agrees that to the extent it retrieves such Confidential Information or Notes from such archives or backup tapes, Recipient shall protect such Confidential Information consistent with the terms of this Agreement. The completeness of any such return or destruction of information shall be confirmed in writing to the Disclosing Party by the Recipient. Return or destruction of the Confidential Information and destruction of Notes hereunder shall not extinguish the obligations and liabilities of the Recipient and its Representatives to the Disclosing Party and its Affiliates, if applicable, for non-disclosure and non-use specified herein, which obligations and liabilities shall remain in full force and effect for the period specified in Paragraph 12 below.

5. COMPELLED DISCLOSURES AND NON-WAIVER OF PRIVILEGE. If the Recipient or any of its Representatives hereunder concludes that it is legally compelled (by oral question; interrogatories, requests for information, subpoena of documents, civil investigative demand or similar process or otherwise pursuant to applicable law including, without limitation, the rule aid regulations of the Securities and Exchange Commission and the New York Stock Exchange) to disclose any Confidential Information or Notes, the Recipient shall provide the Disclosing Party with prompt notice of each such request so that the Disclosing Party may seek an appropriate protective order and/or waive Recipient's obligation to comply with the provisions of this Agreement. Notwithstanding the foregoing in this Section 5, if in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or any of its Representatives is, in the opinion of its counsel, compelled to disclose Confidential Information or Notes, the Recipient or its Representatives, as applicable, may disclose without liability hereunder (but with at least five (5) days' prior written notice to the Disclosing Party where

possible) only that portion of Confidential Information or Notes that, in the opinion of counsel, is legally required; provided, however, that the Recipient or its Representatives, as applicable, shall seek all practicable measures (through an appropriate protective order or otherwise) to assure that, to the extent possible, confidential treatment will be accorded to any such Confidential Information or Notes disclosed.

6. BINDING/CONTROLLING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO RULES CONCERNING CONFLICTS OF LAW. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN ANY STATE OR FEDERAL COURT SITTING IN HARRIS COUNTY, TEXAS. EACH PARTY CONSENTS UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT.

7. INJUNCTIVE RELIEF/SPECIFIC PERFORMANCE. Without prejudice to the rights and remedies otherwise available to the Disclosing Party, it is further understood and agreed that any breach of this Agreement by the Recipient or any of its Representatives would result in irreparable harm to the Disclosing Party, that money damages would not be an adequate remedy for any breach of this Agreement, and that the Disclosing Party will be entitled to specific performance and other equitable relief by way of injunction if the Recipient or its Representatives breach or threaten to breach any provision of this Agreement. The Recipient further agrees to waive, and to use its best efforts to cause its Representatives to waive, any requirement for the securing or posting of a bond in connection with any such equitable relief. The Recipient also agrees to indemnify the Disclosing Party and its Representatives, from and for any and all liability, loss or damage they may suffer directly related to the Recipient or its Representatives' violation of any of the terms and conditions of this Agreement and agree to reimburse the Disclosing Party for all reasonable costs and expenses, including reasonable attorneys' fees incurred by it in enforcing the terms of this Agreement. The remedies in this paragraph shall not be deemed exclusive remedies for a breach of this Agreement by the Recipient or its Representatives but shall be in addition to all other remedies available at law or in equity to the Disclosing Party. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR THE LOSS OF REVENUES OR PROFITS, INCURRED BY SUCH PARTY OR ITS AFFILIATES, THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all previous communications, both oral and written, representations and understandings between the Parties with respect to the subject matter of this Agreement.

9. AMENDMENT WAIVER. No amendment, modification, and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or Representatives. No failure 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.

10. NO OFFER. The sole purpose of this Agreement is to provide for access to Confidential Information for the evaluation of the Potential Transaction while protecting and governing the confidentiality and use of the Confidential Information in accordance with the terms hereof. Furnishing Confidential Information hereunder does not constitute an offer by any Party hereto. The Parties agree that unless and until a definitive agreement between the Parties with respect to the Potential Transaction has been executed and delivered, and then only to the extent of the specific terms of such definitive agreement, no Party hereto will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any Party or their respective Representatives, except, in the case of this Agreement, for the matters specifically agreed to herein. A Party shall be entitled to cease the provision of Confidential Information hereunder and any Party may depart from negotiations at any time for any reason or no reason without liability to any Party hereto. However, such departure from negotiations shall not extinguish any rights or obligations which the Party may have under this Agreement.

The Parties acknowledge and agree that this Agreement and the Potential Transaction shall not be construed as a prospectus or other such offer to sell a security. The Parties further agree that no joint venture, partnership or other fiduciary relationship shall be deemed to exist or arise with respect to the obligations undertaken pursuant to this Agreement or the evaluation of the Potential Transaction.

11. PRIOR DISCLOSURES. The Parties acknowledge that before the date this Agreement is executed, certain Confidential Information may have already been exchanged between the Parties. Upon the parties' express written agreement to treat such information as Confidential Information, the Recipient shall treat the Confidential Information described in the preceding sentence as if it had been exchanged after the effective date of this Agreement.

12. SURVIVAL. Except as otherwise provided herein, the obligations of confidentiality, non-disclosure and limited use shall remain in full force and effect for a period of three (3) years from the effective date of this Agreement as first hereinabove written.

13. ATTORNEYS' FEES. In the event that a dispute arises under this Agreement and a lawsuit is filed, the prevailing party in the suit shall be entitled to recover from the non-prevailing party all reasonable costs of bringing or defending the claims, including court costs and attorneys' fees.

14. MULTIPLE COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted by facsimile, electronic communication in portable document format (.pdf), or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

15. NOTICES. Any and all notices or other communications permitted or required to be given hereunder shall be validly given or made in writing, addressed as set out below in this paragraph if: (a) personally delivered; (b) delivered and confirmed by telecopy or like

instantaneous transmission device; (c) delivered by a reputable overnight delivery service; (d) deposited in the United States mail, first class, postage prepaid, certifier registered, return receipt requested; or (e) delivered by email, provided that a hard copy of said email is delivered via method 15(a), 15 (b), 15 (c) or 15 (d) within 24 hours of the delivery of said email:

To Carrier:

Utica Marcellus Texas Pipeline LLC
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attention: Christopher R. Kral, Vice President - NGL
Tel: 713-369-9869
Fax: 713-495-7453
Email: Chris_Kral@kindermorgan.com

To Shipper:

Attention: _____
Tel:
Fax:
Email:

16. NO ASSIGNABILITY. This Agreement or any portion of this Agreement may not be assigned or otherwise transferred by the Parties and any purported assignment by the Recipient of this Agreement or any portion thereof shall be void. This Agreement shall be binding on and inure to the benefit of the Parties' respective successors and permitted assigns.

17. VALIDITY AND ENFORCEABILITY. If any provision of this Agreement is found to be invalid or unenforceable, said invalid or unenforceable provision shall be disregarded and the balance of this Agreement shall be enforced as the integrated written agreement of the Parties.

18. HEADINGS. The headings within this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement.

[Signature page on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**UTICA MARCELLUS TEXAS
PIPELINE LLC**

By: _____

Name Don Lindley

Title: President - NGL

By: _____

Name _____

Title: _____