

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (“Agreement”), effective [_____] (“Effective Date”), is by and between **Stateline Crude, LLC**, a limited liability company organized and existing under the laws of Oklahoma (“Stateline Crude”), and _____ a [limited liability company] [corporation] organized and existing under the laws of _____ (the “Company”). Stateline Crude and Company are sometimes referred to collectively as the “Parties”, or individually as a “Party”.

WITNESSETH:

WHEREAS, each Party (in such capacity, “Recipient”) has requested access to certain information of the other Party (in such capacity, “Disclosing Party”) which may include commercial, financial or business information of the Disclosing Party that is non-public, confidential, proprietary or sensitive in nature, in connection with the Company’s participation in and receipt of materials related to that certain open season solicitation process (the “Open Season Solicitation”) more particularly described in the Open Season Procedures and Documents (as defined _____); and

WHEREAS, with respect to the Open Season Solicitation, the Disclosing Party desires to provide on a non-exclusive basis certain non-public proprietary information to the Recipient; and

WHEREAS, the Recipient agrees to hold in confidence any and all Confidential Information provided to it by the Disclosing Party.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements hereinafter set forth the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the term “Confidential Information” shall mean and include all information obtained by the Recipient or its Representatives from the Disclosing Party or its Representatives, regardless if it has or has not been designated as being Confidential Information, and whether such Confidential Information is obtained in documents, electronic transmission by way of computer or facsimile, or pursuant to any discussions and/or negotiations held between the Parties or any other form, and information that is otherwise obtained by the Recipient or its Representatives from the review of the Disclosing Party’s documents or property or from communications with the Disclosing Party or its Representatives, together with all notes, analyses, reports, models, forecasts, projections, interpretations, documents, compilations, studies, summaries and other material, however documented, prepared by the Recipient or its Representatives containing, referring to, relating to, based upon, derived from, reflecting or that are generated from, in whole or in part, any information included in the foregoing. As used in this Agreement, the term “Representatives” shall mean with respect to a Party:

- (a) employees, officers, directors, members and managers of such Party;
- (b) any attorney, accountant, consultant or other agent retained by such Party; and
- (c) any bank or other financial institution or entity funding or proposing to fund such Party’s financial needs, including any consultant retained by such bank or other financial institution or entity.

It is expressly understood that “Representatives” does not include persons in the categories (a)-(c) above that are associated with any parent, subsidiary or other affiliate of a Party unless expressly agreed to in writing by the other Party.

2. Confidentiality and Non-Disclosure. The Recipient covenants and agrees:

- (a) that all of the Confidential Information shall be kept confidential by it and its Representatives and shall not, without the prior written consent of the Disclosing Party, be disclosed by it or its Representatives to any third party (except as provided under subsection (b) below), nor shall the Confidential Information be used by it or any of its Representatives for any purpose other than evaluation of the Confidential Information in connection with the Open Season Solicitation;
- (b) that it will disclose the Confidential Information only to those of its Representatives who need to know the Confidential Information for purposes of evaluating the Confidential Information in connection with the Open Season Solicitation, who are informed by the Recipient of the confidential nature of the Confidential Information, and who shall agree in writing, prior to disclosure to any such Representative, to be bound by the terms and conditions of this Agreement;
- (c) that it will use at least the same standard of care in protecting the Confidential Information that it uses in protecting its own confidential information, but in any event using no less than a reasonable degree of care; and
- (d) that it will be responsible for any breach of this Agreement by any of its Representatives, and for any use of the Confidential Information by any of them for any purpose not permitted by this Agreement.

3. Non-Confidential Information. For the avoidance of doubt, “Confidential Information” shall not include information that: (a) can be demonstrated by the Recipient to have been rightfully in the possession of the Recipient on a non-confidential basis prior to disclosure of such information to the Recipient by the Disclosing Party or its Representatives; (b) was in the public domain prior to the disclosure of such information by the Disclosing Party or its Representatives to the Recipient; (c) becomes part of the public domain by publication or by any other lawful means subsequent to the disclosure of such information by the Disclosing Party to the Recipient except in the case of an unauthorized act or omission by the Recipient or its Representatives; (d) has been supplied to the Recipient or its Representatives without restriction and on a non-confidential basis by a third party who is under no obligation to the Disclosing Party to maintain such information in confidence; (e) is independently developed by the Recipient or its Representatives without use of the Confidential Information; or (f) was disclosed by the Recipient with the written approval of the Disclosing Party.

4. Duration of Obligation. Except as otherwise expressly provided herein, this Agreement shall terminate automatically on the date Stateline Crude and Company enter into a definitive agreement, if any, which contains provisions covering the confidentiality of the Confidential Information; provided however, if the definitive agreement covers part, but not all, of the Confidential Information, this Agreement shall remain in effect with respect to that part of the Confidential Information not covered by the definitive agreement. Unless earlier terminated under the preceding sentence, the confidentiality and

limitation on use obligations set forth in this Agreement shall terminate one (1) year from the Effective Date of this Agreement.

5. Right to Disclose. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Recipient. The Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information. The Disclosing Party and its Representatives shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Recipient or its Representatives.

6. No Definitive Agreement. The Parties understand that unless and until a definitive agreement has been executed and delivered, no contract or agreement with respect to reserving capacity on the Stateline Crude, LLC shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect to any such capacity reservation by virtue of this Agreement, except with respect to the matters specifically agreed to herein. For purposes of this Agreement, the term “definitive agreement” does not include an executed letter of intent or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. Furthermore, this Agreement is not intended to and does not create a partnership, joint venture or any other business combination between the Parties. No conduct, communication or public press release between the Parties (nor any conduct or communication or public press release of either Party or its respective managers, officers, employees, agents or representatives with any third party) shall represent that the parties have formed a joint venture or any other partnership or similar transaction or shall be interpreted as creating such a relationship or intent to constitute an agreement. FURTHERMORE, THE PARTIES ACKNOWLEDGE AND AGREE THAT, UNLESS AND UNTIL A DEFINITIVE AGREEMENT (AS DEFINED ABOVE) BETWEEN THE PARTIES WITH RESPECT TO THE POTENTIAL RESERVATION OF CAPACITY ON STATELINE CRUDE, LLC HAS BEEN EXECUTED AND DELIVERED, AND THEN ONLY TO THE EXTENT OF THE SPECIFIC TERMS OF SUCH DEFINITIVE AGREEMENT, EACH PARTY HEREBY WAIVES (A) ANY FIDUCIARY DUTY (WHETHER ARISING OUT OF STATUTE, COMMON LAW OR IN EQUITY) OWING TO SUCH PARTY BY THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, FIDUCIARY DUTIES ARISING OUT OF THE FORMATION OF ANY STATE LAW PARTNERSHIP BETWEEN THE PARTIES, AND (B) ANY RIGHT TO ALLEGE THE FORMATION OF A PARTNERSHIP OR OTHER JOINT VENTURE BETWEEN THE PARTIES. FURTHER, EACH PARTY HEREBY AFFIRMATIVELY COVENANTS NOT TO SUE THE OTHER PARTY ALLEGING (1) THE FORMATION OF A PARTNERSHIP OR JOINT VENTURE; OR (2) A BREACH OF A FIDUCIARY DUTY.

7. Competitive Activities. It is understood and agreed that nothing in this Agreement shall restrict or prohibit competitive activities by and/or between the Parties, provided that the Recipient and its Representatives do not disclose or use any Confidential Information in breach of this Agreement. It is expressly understood and agreed that the Disclosing Party may initiate or continue negotiations with third parties regarding the Open Season Solicitation. The Disclosing Party agrees that the Recipient and its Representatives may, inevitably, retain mental impressions of the Confidential Information and such persons may, now or in the future, be working on other projects, whether or not related to the Open Season Solicitation. Consequently, notwithstanding anything in this Agreement to the contrary, Disclosing Party agrees that the Recipient and its Representatives shall not, because of such retained mental impressions, be precluded from working on such other projects. The Recipient acknowledges that the intent of this

Agreement is to ensure the confidentiality of the Confidential Information and to preclude intentional use of or reliance on the Confidential Information other than for the purposes permitted elsewhere in this Agreement.

8. Legal Process. Notwithstanding anything herein to the contrary, the Recipient may disclose the Confidential Information in the event the Recipient becomes legally compelled or required (under applicable law, rule or regulation (including applicable stock exchange regulations), or by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose the Confidential Information; *provided, however*, that the Recipient shall, to the extent legally permitted, give the Disclosing Party prompt written notice prior to such disclosure so that the Disclosing Party, at its own cost, may seek a protective order or other appropriate remedy. In such case, the Recipient shall furnish only such Confidential Information as it is advised by its legal counsel in writing is legally required to be disclosed and will use reasonable efforts to obtain confidential treatment thereof.

9. Destruction of Confidential Information. The Disclosing Party's Confidential Information shall remain the property of the Disclosing Party. The Disclosing Party does not grant to the Recipient any right, title, or interest of any kind in the Confidential Information and the Disclosing Party may demand the return or destruction of the Confidential Information at any time upon giving fifteen (15) days written notice to the Recipient. Upon receipt of such demand, the Recipient shall return or destroy (or cause to be destroyed) all Confidential Information, including all copies and reproductions (both written and electronic) in its possession and an authorized representative of Recipient shall certify such destruction to the Disclosing Party. Notwithstanding the foregoing, it is agreed by the Parties that the Recipient and its Representatives may retain (1) a copy of such Confidential Information as is included in materials presented to their board of directors (or similar management body) in connection with the Open Season Solicitation, (2) any Confidential Information contained in back-up computer records for the period such records are normally archived and (3) such copies of Confidential Information as required by applicable law; *provided, however*, that such retained Confidential Information: (a) will not be used subsequently by it or any persons to whom it has been disclosed, (b) will be held subject to the terms of this Agreement for as long as it is retained notwithstanding termination or expiry of this Agreement, and (c) will be destroyed in accordance with the Recipient's regular ongoing records retention policy.

10. Assignment. This Agreement shall not be assigned by a Party without the express written consent of all non-assigning Parties.

11. Remedies. The Parties agree that there may not be an adequate remedy at law for any breach of this Agreement, and, therefore, the Parties shall be entitled (without the posting of any bond) to seek specific performance and injunctive relief restraining any breach of this Agreement in addition to any other rights or remedies which it may have. **NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER SPECIAL DAMAGES RELATING TO THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

12. Governing Law. This Agreement shall be governed, construed and interpreted by, and otherwise enforced in accordance with the laws of the State of Texas (exclusive of any conflicts of laws principles that could require the application of any other law) and the same shall govern this Agreement for all purposes, including the resolution of all disputes between or among the Parties; *provided, however*,

that no law, theory, or public policy shall be given effect which would undermine, diminish, or reduce the effectiveness of the waiver of indirect, consequential, incidental, exemplary, punitive or other special damages provided for in Paragraph 11, it being the express intent, understanding, and agreement of the Parties that such waiver is to be given the fullest effect, notwithstanding a pre-existing defect, or the negligence (whether sole, joint or concurrent), gross negligence, willful misconduct, strict liability or other legal fault of any Party hereto, or otherwise. EACH OF THE PARTIES HERETO HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY TEXAS COURT OF COMPETENT JURISDICTION SITTING IN DALLAS, TEXAS, FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT SUCH COURTS SHALL BE THE EXCLUSIVE FORUM FOR RESOLVING ANY DISPUTE OR CONTROVERSY UNDER OR WITH RESPECT TO THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. FURTHERMORE EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

13. Notices. Any notices hereunder shall be in writing and shall be addressed as indicated below. Notices may be given by hand, electronic transmission, mail or courier. Either Party may change its address or facsimile number for notices hereunder by providing written notice of such change to the other Party.

(a) If to Stateline Crude:

c/o HEP Catalyst Operating, LLC
16211 La Cantera Parkway, Suite 202
San Antonio, Texas 78256
Attention: Legal
Telephone: 202-298-2222
Email: legal@howardep.com

(b) If to the Company:

[●]
Attn: [●]
Telephone: [●]
Email: [●]

14. Entire Agreement; Waiver. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties relating thereto. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein.

15. Captions. All titles and subject headings are provided for the purpose of reference and convenience and not intended to be construed as interpretations of text.

16. Execution. This Agreement may be executed by each of the Parties hereto on any number of separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement in

Portable Document Format (pdf) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Agreement.

17. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers.

STATELINE CRUDE, LLC

By: Catalyst Midstream Partners, LLC, its sole member

By: _____
Name: _____
Title: _____

[●]

By: _____
Name: _____
Title: _____