

MIDSHIP PIPELINE COMPANY, LLC
NOTICE OF BINDING OPEN SEASON
March 17, 2017 – March 30, 2017

PROJECT OVERVIEW

Midship Pipeline Company, LLC (“Midship”) is pleased to announce the commencement of a binding Open Season for firm transportation capacity of up to 1,400,000 Dekatherms per day on a new interstate natural gas pipeline project to be developed by Midship (the “Midship Project”). This project will connect production from the emerging Sooner Trend Anadarko Basin Canadian and Kingfisher (“STACK”) and South Central Oklahoma Oil Province (“SCOOP”) plays in the Anadarko Basin to growing Gulf Coast and Southeast markets. Current infrastructure cannot accommodate the anticipated production growth from this region. The growing demand within the U.S. Gulf Coast and Southeast supports the movement of gas southward and eastward to serve expanding demand, including Liquefied Natural Gas (“LNG”) exports.

Midship has entered into binding precedent agreements with Foundation Shippers and is committed to building the Midship Project.¹ Midship is seeking additional binding commitments from interested shippers to execute a Transportation Precedent Agreement (“TPA”) for transportation service on the Midship Project. In order to obtain firm transportation capacity on the Midship Project during this binding Open Season, shippers must execute a binding TPA, which will be provided to interested Foundation Shippers upon receipt of an executed Confidentiality Agreement. The binding commitments submitted in connection with this binding Open Season (including, without limitation, the rates proposed as well as the receipt and delivery points preferred by bidders) will be included in determining, in Midship’s sole discretion, the optimal size and design of the Midship Project.

The Midship Project will transport gas out of the SCOOP and STACK to access desirable markets via deliveries to existing market hubs such as TexOk near Atlanta, Texas and Perryville, Louisiana. As currently contemplated, the Midship Project is comprised of two zones:

- Zone 1 – Will consist of approximately 198 miles of 36-inch-diameter new build pipeline that will begin at or near the Okarche Processing Plant near Okarche, Oklahoma and end at Bennington, Oklahoma. The proposed new build facilities will include a total of three (3) compressor stations, eight (8) receipt meters, depending on shipper interest and the following two (2) laterals:
 - Chisholm Lateral – approximately 20 miles of 30-inch-diameter new build pipeline that will begin at the Chisholm Processing Plant in Kingfisher County and end on the mainline of the Midship Project near the Okarche Processing Plant.

¹ Midship is committed as of the launch of this binding Open Season to building Zone 1 of the Midship Project. The inclusion of Zone 2 in the final Midship Project, consisting of the leased capacity described herein, will depend upon the level of interest in proposed Zone 2 capacity in the Open Season, and determined at Midship’s sole discretion.

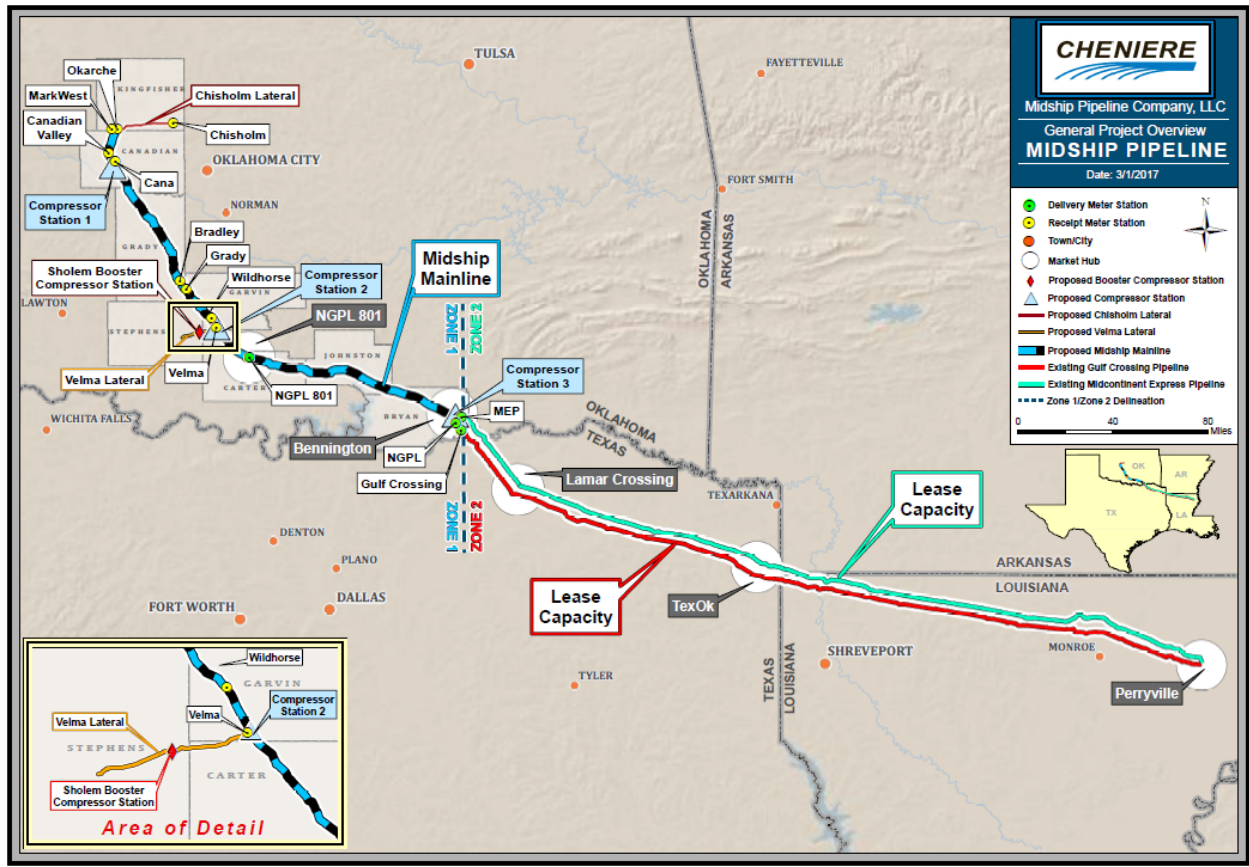
- Velma Lateral – approximately 13 miles of 12-inch-diameter new build pipeline that will begin at the Velma Processing Plant in Stephens County and connects to the Sholem Processing Plant ending in Garvin County.
- Zone 2 – Will consist of approximately 353 miles of pipeline capacity leased from the existing Midcontinent Express Pipeline and/or Gulf Crossing pipelines, operated by Kinder Morgan and Boardwalk Partners, respectively. The proposed leased capacity will begin at Bennington, Oklahoma and end near Tallulah, Louisiana. Depending on approval of the lease or leases, up to three (3) delivery meters are planned at Bennington to receive gas from Zone 1.

The scheduled in-service date for the Midship Project is early 2019.

CHARACTERISTICS OF SERVICE

Midship is offering Firm Transportation Service (“FTS”) from and to shipper-determined Primary Receipt and Delivery locations.

MIDSHIP PROJECT MAP



MIDSHIP POTENTIAL RECEIPT AND DELIVERY LOCATIONS

Potential Receipts

- EnLink Chisholm Plant
- DCP Okarche Plant
- MarkWest [Kingfisher] Plant
- Oneok Canadian Valley Plant
- EnLink Cana Plant
- WEX Grady Plant
- Targa Velma Plant
- DCP Sholem Plant
- ARM Midstream Kingfisher Plant
- Enable Calumet Plant
- DCP Chitwood Plant
- Enable Cox City Plant
- Enable Bradley Plant
- Enable Wildhorse Plant
- Or others as requested by shipper and approved by Midship

Potential Deliveries

- Lamar, Paris County, TX
- MidContinent Express Pipeline, Bennington, OK
- Gulf Crossing Pipeline, Bennington, OK
- NGPL, Bennington, OK
- NGPL TexOK, Cass County, TX
- Perryville, LA
- Or others as requested by shipper and approved by Midship

TRANSPORTATION RATES

- Recourse Rates² will be established once the final scope defining the Midship Project has been determined. The final scope will be based on shipper commitments and Midship's determination of the economic viability of providing FTS from the desired Receipt Points to the Delivery Points. For purposes of this Open Season, the maximum recourse reservation rates are currently expected to be as follows: \$0.42/Dth – \$0.45/Dth.
- Negotiated Rates will be considered, including for shippers making commitments entitling them to status as Foundation Shippers (as further explained below). Terms of negotiated rates will feature potential rate-related incentives for Foundation Shippers as further explained below.
- All Rates will be reservation charge-based (\$/Dth/day). Actual invoiced rates will include the addition of Annual Charge Adjustment (“ACA”) and any additional surcharges that are in effect pursuant to Midship's FERC NGA Gas Tariff, which may be revised from time to time.

² Recourse Rates are subject to review and approval by the Federal Energy Regulatory Commission (“FERC”), and are subject to revision from time to time thereafter pursuant to proceedings before the FERC under the Natural Gas Act.

- Fuel and gas lost and unaccounted for (“FLAUF”) will be charged on volumes transported. Midship estimates FLAUF to be up to approximately 1.4% for Zone 1 and approximately 0.6 to 1.0% for Zone 2, depending on the final scope and volumes transported, and length of haul on Zone 2.

FOUNDATION SHIPPERS

The Midship Project has secured commitments from subsidiaries and/or affiliates of Cheniere Energy, Inc., Devon Energy Corporation, Marathon Oil Corporation, and Gulfport Energy Corporation, and certain of these parties have met the qualifications of "Foundation Shippers".

Certain shippers have executed binding TPAs for capacity on the Midship Project. These TPAs have been determined to be prearranged conforming bids, and the commitments of those shippers executing TPAs that have qualified as Foundation Shippers are not subject to prorationing during this binding Open Season, consistent with the Foundation Shipper benefits below.

Parties may submit binding bids for capacity commitments as either standard shippers or Foundation Shippers.

Foundation Shipper Qualifications and Incentives:

- Any shipper committing to at least 175,000 Dth/d with a minimum term of 10 years at the recourse or an acceptable negotiated rate will be considered a Foundation Shipper for all purposes hereunder, and under the TPA.
- A Foundation Shipper will receive priority with regard to allocation of the project capacity (if necessary, as described below).
- Foundation Shippers will be entitled to more favorable rate-related terms compared to standard shippers, including for FTS service and for interruptible service that may be offered by Midship on a non-discriminatory basis prior to the full in-service date of the Midship Project. For example, Foundation Shippers will be entitled to negotiated rate adjustments in the event that certain Midship Project capacity subscription benchmarks are met, as well as negotiated reservation rate adjustments in the event of certain overrun and fuel reimbursement events, as further detailed in a Foundation Shipper’s TPA.
- A Foundation Shipper will also be entitled to an option to extend the primary term of its transportation service agreement for up to two additional extension terms of up to five (5) years each, at an amount up to its then-current maximum daily quantity.

- Additionally, upon expiration of the primary term of a Shipper's transportation service agreement, a Foundation Shipper will be entitled to request a negotiation on terms for a renewal of the transportation service agreement, including negotiated rate, term, and path, and Midship will negotiate the terms of such an extension subject to the terms of its FERC NGA Gas Tariff.
- Midship will include in the Foundation Shipper's TPA a most favored nations clause that will provide the Foundation Shipper with certain benefits related to the negotiated reservation rate for firm service.
- Foundation Shippers will be entitled to a right of first refusal at the conclusion of their transportation service agreement term, in accordance with the Tariff and notwithstanding their negotiated rates that may be below the applicable maximum recourse rate.
- Foundation Shippers will be entitled to certain rights to bid on and obtain capacity in a future open season for expansion capacity on the Midship Project, subject to applicable regulatory requirements.
- Foundation Shippers will have certain rights to adjust their capacity commitments during a defined period of time following the close of this binding Open Season and prior to the commencement of service, subject to capacity availability, applicable regulatory requirements, and certain other parameters as further explained in a Foundation Shipper's TPA.

BINDING OPEN SEASON DATES

This binding Open Season will commence at 9:00 a.m. (CDT) on Friday, March 17, 2017 and end at 3:00 p.m. (CDT) on Thursday, March 30, 2017.

Midship reserves the right, upon notice and in its sole discretion, at any time during this binding Open Season to terminate this binding Open Season or to extend this binding Open Season period.

Questions regarding this binding Open Season should be directed to Michael Manteris, Sr. Director Business Development, at midshipopenseason@cheniere.com or (713) 375-5370.

BINDING OPEN SEASON DOCUMENTS AND BID PROCESS

Any shipper desiring firm transportation service under the Midship Project must, on or before **3:00 p.m. (CDT) on Thursday, March 30, 2017** (or such later date as may be announced by Midship): (i) complete and submit to Midship the Binding Bid for Firm Transportation Service request form (“Binding Bid Form”) attached hereto as Attachment A; and (ii) provide Midship with an executed Confidentiality Agreement, attached hereto as Attachment B. The Binding Bid Form must include shipper name, contact information of the person completing the form, the desired maximum daily transportation quantity (“MDTQ”), contract term, receipt and delivery points maximum daily quantity (“MDQ”), and desired reservation rate for the term of the agreement. Upon receipt of the executed Binding Bid Form and Confidentiality Agreement, Midship will provide the form of TPA applicable to each shipper’s desired commitment level.

All Binding Bid Forms and Confidentiality Agreements may be submitted to Michael Manteris, Sr. Director Business Development, at midshipopenseason@cheniere.com.

CREDIT

A shipper will generally be deemed creditworthy if at all times from the effective date of its TPA and throughout the term of its TPA and related agreements it maintains a long-term senior unsecured debt rating from both (1) Moody’s Investor Service, Inc., or applicable successor agency (“Moody’s”) of Baa3 or higher and (2) Standards & Poor’s or is successor agency (“S&P”) of BBB- or higher, in the event both ratings are available; provided in that order to be deemed creditworthy under the preceding sentence, Shipper must maintain both of the aforementioned ratings. Alternatively, Shipper may be accepted as creditworthy by Transporter if Transporter determines that, notwithstanding the failure to meet or maintain the rating requirements as stated herein, the financial position of Shipper (or an entity that guarantees all of Shipper’s payment obligations) is and remains reasonably acceptable to Transporter during the term of its TPA and the Service Agreement. Different creditworthiness terms and credit support obligations may be agreed upon with Foundation Shippers on a non-discriminatory basis.

Non-creditworthy shippers will be required to provide credit assurances in the form of: (i) an irrevocable standby letter of credit from a qualified institution; (ii) a guaranty from an entity that is creditworthy under the standards applicable to Shipper as set forth above; (iii) a cash security deposit to be placed in a third party escrow account pursuant to a form of escrow agreement to be negotiated in good faith and executed and delivered by the parties and the relevant third party escrow agent; or (iv) a mutually agreeable alternative form of credit assurance. Additional and/or different terms of credit support and creditworthiness determinations may be considered on a non-discriminatory basis depending on an evaluation of a particular shipper’s credit profile, including with respect to Foundation Shippers.

RESPONSE TO BIDS IN THE BINDING OPEN SEASON

All shippers who submit a Binding Bid Form will be contacted following close of the binding Open Season with an indication of whether or not capacity will be awarded. Shippers will have thirty (30) days to execute a TPA if one has not already been executed.

AWARDING OF CAPACITY

Midship will award the transportation capacity using the method outlined here:

- Midship will award transportation capacity to those making bids other than Foundation Shippers, based on the highest net present value (“NPV”) of each bid per unit of capacity. A ratable allocation (or proration) will be utilized for non-Foundation Shippers in the event that the aggregate amount of bids exceeds the project capacity.

Midship estimates that a term commitment of at least ten (10) years will be required to support the Midship Project. Any bid with a minimum term of less than ten years will be non-conforming, but will be considered based on NPV.

If a successful bidder fails to execute a TPA in the allotted time, the awarded capacity will be awarded to the next highest NPV bidder.

LIMITATIONS

Midship reserves the right to not accept any conditions for bids submitted during this binding Open Season. Midship reserves the right to discontinue or modify the terms of this binding Open Season or the scope of the Midship Project at any time regardless of request for service received, in its sole discretion. Midship’s decision to proceed with the Midship Project is at its sole discretion and is subject to receiving a sufficient level of capacity subscriptions, obtaining the necessary governmental authorizations to construct and operate Midship, and other conditions as set forth in the form of TPA.

**MIDSHIP PIPELINE COMPANY, LLC
BINDING BID FOR FIRM TRANSPORTATION SERVICE**

PLEASE RETURN THIS BINDING BID FORM BY 3:00 P.M. (CDT) ON THURSDAY, MARCH 30, 2017

A. Shipper Name:

Contact Person: _____
Title: _____
Address: _____
Courier Address: _____
Telephone: _____
E-Mail Address: _____

B. Service Type: Firm Transportation Service (FTS)

C. Primary Term of Service: _____ years (from the In-Service date)

D. Maximum Daily Transportation Quantity (MDTQ): _____ Dth/d

E. Primary Receipt / Delivery Point(s):

Primary Receipt Point(s)	Requested Quantity (Dth/d)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total	_____

Primary Delivery Point(s)	Requested Quantity (Dth/d)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total	_____

F. Reservation Rate for Zone 1:

- 1. Recourse Reservation Rate, Maximum Tariff Rate _____ (check if applicable),
Or
- 2. Proposed Negotiated Reservation Rate (\$/Dth/d): _____ (insert rate if applicable)

G. Reservation Rate for Zone 2:

- 1. Recourse Reservation Rate, Maximum Tariff Rate _____ (check if applicable),
Or
- 2. Proposed Negotiated Reservation Rate (\$/Dth/d): _____ (insert rate if applicable)

ACA, fuel and lost and unaccounted for gas (“FLAUF”) and any other authorized surcharge will be in addition to the Shipper’s bid rate. Midship estimates that the retainage for fuel, lost and unaccounted for gas will be approximately 1.4% for Zone 1 and approximately 0.6 to 1.0% for Zone 2, depending on the final scope and volumes transported, and length of haul on Zone 2.

H. Partial Award of Capacity:

Please indicate whether Shipper is willing to accept a partial award of capacity in the event there is a tie and 100% of your bid cannot be awarded.

Yes _____ No _____

If Yes, please state the minimum percentage acceptable: _____

Shipper understands that this Binding Bid Form, complete and unrevised as to format, must be received by Midship before the transportation request will be accepted and processed.

Shipper, by its signature, represents to Midship that the information above and accurate.

Signature

Printed Name and Title

Telephone No. _____

Fax No. _____

Email: _____

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is entered into as of [_____] [____], 2017 by and between Midship Pipeline Company, LLC, a Delaware limited liability company, with its principal executive offices at 700 Milam Street, Suite 1900, Houston, Texas 77002 (the “Disclosing Party”) and [_____] [____], a [_____] [____], having an office at [_____] [____] (the “Receiving Party”) and with Disclosing Party referred to collectively as “Parties” and individually as a “Party”).

RECITALS

- A. The Parties are interested in conducting discussions regarding potential business opportunities related to transportation service on the proposed interstate natural gas pipeline and related facilities commonly called Midship (the “Business Opportunities”); and
- B. The Disclosing Party is willing to provide such Confidential Information to the Receiving Party in accordance with the terms of this Agreement;

NOW, THEREFORE, to induce the Disclosing Party to provide such Confidential Information, the Receiving Party does hereby agree as follows:

1. Definitions.

- (a) “Confidential Information” means all information provided to the Receiving Party or the Receiving Party’s Representatives by the Disclosing Party or the Disclosing Party’s Representatives in connection with the Business Opportunities including all analyses, compilations, forecasts, studies or other documents prepared by or for the Receiving Party or the Receiving Party’s Representatives that contain or reflect any such information, whether provided or created prior to or after the date of this Agreement.
- (b) “Representative” means, with regard to any Party hereto, such Party’s affiliates, and its and their respective directors, officers, controlling persons, employees, advisors and representatives, including, without limitation, financial advisors, attorneys, engineering or other consultants, accountants, and agents.

2. Confidentiality and Non-Use.

- (a) The Confidential Information shall be kept in strict confidence by the Receiving Party and the Receiving Party’s Representatives and shall be used by them solely for the purpose of evaluating and pursuing the Business Opportunities. The Receiving Party may only disclose the Confidential Information to its Representatives (i) who are employed or contracted by the Receiving Party and who “need to know” such Confidential Information for the sole purpose of

evaluating the Business Opportunities by the Receiving Party and the Receiving Party's Representatives, (ii) who are informed by the Receiving Party of the confidential nature of the Confidential Information, and (iii) who agree to keep the Confidential Information confidential in accordance with the terms of this Agreement.

- (b) Except as contemplated by paragraphs 2(a) and 11 of this Agreement, the Confidential Information shall not be disclosed to any person or entity by the Receiving Party or the Receiving Party's Representatives without the prior written consent of the Disclosing Party. In addition, without the prior written consent of the Disclosing Party, the Receiving Party and the Receiving Party's Representatives shall not disclose to any person (except to the extent expressly contemplated by this Agreement, and except as may be required by applicable law, regulation or legal process) the fact that the Confidential Information exists or has been made available, that the Parties are considering the Business Opportunities or that discussions or negotiations are taking or have taken place concerning the Business Opportunities or involving the Parties, or any term, condition or other fact relating to the Business Opportunities or such discussions or negotiations, including, without limitation, the status thereof or the subject matter of this Agreement. Without impairing any provision hereof, the Receiving Party will promptly notify the Disclosing Party of any prohibited disclosure or other breach of this Agreement.
 - (c) The Receiving Party shall be responsible and liable for any wrongful disclosure or misuse of Confidential Information by any of the Receiving Party's Representatives and for any other breach by any of the Receiving Party's Representatives of any obligation of any of the Receiving Party's Representatives pursuant to this Agreement.
3. Exceptions to the Confidentiality and Non-Use Obligations. Any other provisions of this Agreement to the contrary notwithstanding, the definition of "Confidential Information" shall not include the following:
- (a) Information available through public records or otherwise in the public domain at the time of its disclosure or thereafter, other than as a result of a disclosure by the Receiving Party or the Receiving Party's Representatives in breach of this Agreement or other obligations of confidentiality;
 - (b) Information otherwise known to or already in the possession of the Receiving Party or the Receiving Party's Representatives at the time of disclosure to the Receiving Party or the Receiving Party's Representatives by the Disclosing Party or the Disclosing Party's Representatives or that was independently developed by the Receiving Party or the Receiving Party's Representatives without reference to such information disclosed by the Disclosing Party or the Disclosing Party's Representatives; or

- (c) Information lawfully acquired by the Receiving Party or the Receiving Party's Representatives from a third party (other than the Disclosing Party or the Disclosing Party's Representatives) not known by the Receiving Party or the Receiving Party's Representatives to be prohibited from so disclosing such information to the Receiving Party or the Receiving Party's Representatives by a legal, contractual or fiduciary obligation; provided that such information shall immediately become Confidential Information if, and at such time as, the Receiving Party or the Receiving Party's Representatives become aware that the discloser of such information was subject to an obligation not to disclose the same to the Receiving Party or the Receiving Party's Representatives.
4. Competitive Projects. Except as otherwise expressly agreed herein, the disclosure of Confidential Information to the Receiving Party pursuant to this Agreement and any prior or future discussions or other communications between the Parties relating to such Confidential Information shall not impose or create any obligations on either Party or any restriction on the rights of the Parties. Further, the terms of confidentiality under this Agreement shall not be construed to limit either Party's right to independently develop, acquire or participate in competitive projects, products, services or information, it being understood that while this Agreement is in effect, such development, acquisition or participation shall not be in violation of the obligations of confidence of this Agreement.
5. Return/Destruction of Confidential Information. Upon any termination of the Receiving Party's evaluation of the Business Opportunities or upon written request of the Disclosing Party, the Receiving Party and the Receiving Party's Representatives, without cost or expense to the Disclosing Party, shall either promptly deliver to the Disclosing Party, or destroy, at Receiving Party's option, all Confidential Information supplied by the Disclosing Party or the Disclosing Party's Representatives including any copies or other reproductions of the Confidential Information together with such notes, reports, and all other written material whatsoever prepared by the Receiving Party or the Receiving Party's Representatives in connection with the review of the Confidential Information to the extent such materials contain or reflect the Confidential Information. The Receiving Party shall certify such destruction to the Disclosing Party in writing. Notwithstanding anything to the contrary set forth herein, the Receiving Party and the Receiving Party's Representatives may retain (i) one copy of such documents and other materials as required by any law or legal process, regulation or internal compliance purposes, and (ii) copies of any computer records and files containing Confidential Information, which have been created as a result of ordinary course automatic archiving or back-up procedures.
6. Term. This Agreement shall commence on the execution date of this Agreement and shall continue in full force and effect for a term extending until the third anniversary of the execution date of this Agreement.

7. No Representations or Warranties. It is understood and acknowledged by the Receiving Party and the Receiving Party's Representatives that in providing the Confidential Information to the Receiving Party and the Receiving Party's Representatives, the Disclosing Party and the Disclosing Party's Representatives make no representation or warranty as to the accuracy or completeness of the Confidential Information or any part thereof. The Receiving Party agrees that neither the Disclosing Party nor the Disclosing Party's Representatives shall have any liability for any errors or omissions or otherwise in any manner, relating to any Confidential Information or other information furnished or not furnished pursuant to this Agreement or otherwise in connection with the Business Opportunities or resulting from any use of any such information. The Receiving Party and the Receiving Party's Representatives shall rely solely on their own investigations, interpretations and analyses.
8. Securities Law Matters. The Receiving Party acknowledges that it is aware, and each of Receiving Party's Representatives who are informed of matters that are the subject of this Agreement are also aware, that the United States securities laws prohibit any person who has received from the Disclosing Party or the Disclosing Party's Representatives material, nonpublic information concerning Cheniere Energy, Inc., Cheniere Energy Partners, L.P., Cheniere Energy Partners LP Holdings, LLC or the matters that are the subject of this Agreement from purchasing or selling securities of any such person or from communicating such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell securities of the Disclosing Party in reliance upon such information.
9. Governing Law; No Waiver; Entire Agreement. This Agreement shall be governed by the laws of the State of Texas, without regard to principles of conflicts of law. No failure or delay by the Disclosing Party to exercise any of his rights, powers, or privileges under this Agreement shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any right hereunder. This Agreement contains the entire agreement and supersedes all prior written or oral agreements among the Parties hereto concerning the matters covered hereby, and no provision of this Agreement may be waived, amended or modified, in whole or in part, nor any consent given, unless approved in writing by the Parties. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement. If any provision of this Agreement is determined to be enforceable only if such provision is modified in scope, then the Parties shall consider such provisions to be so modified to comply with such determination and all of the other provisions of this Agreement will not in any way be affected or impaired thereby. This Agreement shall be binding upon the Receiving Party and inure to the benefit of the Disclosing Party and its successors and assigns.
10. Certain Remedies. The Receiving Party acknowledges that remedies at law may be inadequate to protect the Disclosing Party against any breach or threatened breach of this Agreement by the Receiving Party or the Receiving Party's Representatives and, without

prejudice to any other rights and remedies otherwise available to the Disclosing Party, the Receiving Party agrees that the Disclosing Party shall be entitled to specific performance and/or injunctive or other equitable relief as a remedy to such breach or threatened breach. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, nonappealable order that this Agreement has been breached by either Party or its respective Representatives, then the breaching Party will reimburse the other Party for its costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with all such litigation.

11. Regulatory Request. In the event that the Receiving Party or the Receiving Party's Representatives are required by applicable law, regulation or legal process to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior notice so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy (at Disclosing Party's sole expense) or, in the Disclosing Party's sole discretion, waive compliance with the terms of this Agreement (and if the Disclosing Party seeks such an order, the Receiving Party and the Receiving Party's Representatives will use commercially reasonable efforts to provide such cooperation as the Disclosing Party shall reasonably request). In the event that no such protective order or other remedy is obtained or that the Disclosing Party waives compliance with the terms of this Agreement and that the Receiving Party or the Receiving Party's Representatives are nonetheless legally compelled to disclose such Confidential Information, the Receiving Party or the Receiving Party's Representatives, as the case may be, will furnish only that portion of the Confidential Information that the Receiving Party or the Receiving Party's Representatives are advised by counsel is legally required and will give the Disclosing Party written notice of the Confidential Information to be disclosed as far in advance as practicable and exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
12. Counterpart. This Agreement may be executed in counterparts and delivered via email in PDF format or via telefax.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective, fully authorized representatives as of the date first written above.

MIDSHIP PIPELINE COMPANY, LLC

[_____]

By: _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____