

CONFIDENTIALITY UNDERTAKING

To: ExxonMobil Alaska Midstream Gas Investments, LLC (“**EMAMGI**”),
TransCanada Alaska Development Inc. (“**TC Development**”),
or any of their respective Affiliates
(individually or collectively referred to as “**APP**”)

I, _____ (“**Reviewer**”) acknowledge that during my review of data room materials associated with the Open Season being conducted by APP on behalf of TransCanada Alaska Company, LLC (“**Open Season Review**”), I will have access, directly and indirectly, to Alaska Pipeline Project Confidential Information. For the purposes of this Undertaking, defined terms shall have the meaning as assigned in Annex A attached hereto or as otherwise specified in this Undertaking.

1. Ownership and Confidentiality of Information

- A. I acknowledge that, other than information to which my Stakeholder or its Affiliates has independent rights, none of the Confidential Information obtained by me in the course of the Open Season Review is my property or the property of the Person or Persons that I represent, specifically _____ (“**Stakeholder**”).
- B. I will hold all Confidential Information I obtain in the course of my data room review strictly confidential for a period of ten (10) years from the date hereof, and shall not disclose Confidential Information to anyone except the Stakeholder without the prior written consent of APP, except I may disclose Confidential Information if (i) I demonstrate it is publicly available as of the date of this Undertaking or subsequently becomes publicly available other than as a result of a disclosure in violation of this Undertaking, or (ii) I am compelled or obligated under any applicable law to disclose such information.
- C. Unless authorized in writing by APP, I will use Confidential Information only for, as applicable, (i) purposes of evaluating Stakeholder's possible participation in the Open Season being conducted by APP on behalf of TransCanada Alaska Company, LLC or (ii) in furtherance of my duties and responsibilities as an employee, counsel or consultant for the State of Alaska or any agency, department, board, commission, division, authority, council, committee or other instrumentality of or for the State of Alaska.

2. Competitive Advantage

I acknowledge that Confidential Information which I obtain may comprise confidential business and technical information which enables APP and TransCanada Alaska Company, LLC to obtain or maintain a competitive position. If I am unsure if any information is subject to this Undertaking, I will consult with APP as to the applicability of this Undertaking to the information.

3. Breach of Confidentiality

Confidential Information is a valuable asset that is difficult or not possible to value. Accordingly, APP may seek to enforce the confidentiality provisions of this Undertaking by injunctive action or specific performance, and I waive any requirement for the posting of a bond in connection with any such equitable relief.

4. Disclaimer of Warranties

REVIEWER ACKNOWLEDGES THAT TC DEVELOPMENT AND EMAMGI RESPECTIVELY, AS DISCLOSING PARTIES, MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO REVIEWER OR TO STAKEHOLDER, AS TO (A) THE QUALITY, ADEQUACY, RELIABILITY, ACCURACY, OR COMPLETENESS OF THE INFORMATION DISCLOSED UNDER OR IN CONNECTION WITH THIS UNDERTAKING; OR (B) WHETHER SUCH INFORMATION CAN OR CANNOT BE USED BY REVIEWER OR STAKEHOLDER WITHOUT INFRINGING ANY THIRD PARTY PATENTS OR COPYRIGHTS. NEITHER TC DEVELOPMENT, EMAMGI NOR THE OFFICERS, DIRECTORS, OR EMPLOYEES OF TC DEVELOPMENT AND EMAMGI OR THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO REVIEWER OR STAKEHOLDER NOR ANY OTHER PERSON RESULTING FROM THE USE OF CONFIDENTIAL INFORMATION DISCLOSED PURSUANT TO THIS UNDERTAKING. EXPLANATIONS, DISCUSSIONS, OR OTHER COMMUNICATIONS BETWEEN TC DEVELOPMENT, EMAMGI, REVIEWER OR STAKEHOLDER CONCERNING THE CONFIDENTIAL INFORMATION, AND ANY SUBSEQUENT JOINT USE OF THE CONFIDENTIAL INFORMATION SHALL NOT CONSTITUTE, AND SHOULD NOT BE CONSTRUED AS, A REPRESENTATION OR WARRANTY BY TC DEVELOPMENT AND EMAMGI THAT THE CONFIDENTIAL INFORMATION IS ACCURATE, COMPLETE OR SUITABLE FOR THE LIMITED PURPOSE OR FOR ANY OTHER USE. ANY ASSESSMENTS, CONCLUSIONS, AND APPLICATIONS REVIEWER OR STAKEHOLDER DERIVES FROM THE CONFIDENTIAL INFORMATION ARE AT REVIEWER'S AND STAKEHOLDER'S SOLE RISK.

5. Further Undertaking

During the course of my data room review I agree to be bound by and to conduct my review in accordance with the Data Room Guidelines and Procedures, attached hereto as Annex B.

Date

Annex A

“Affiliate” means, in relation to the specified Person, a Person which:

- A. directly or indirectly, through one or more intermediaries or otherwise, controls the specified Person;
- B. is directly or indirectly controlled by the specified Person; or
- C. is directly or indirectly under common control by a Person that directly or indirectly controls the specified Person; where “control” means:
 - 1 with respect to the entity in question, the right to exercise votes attaching to more than fifty percent (50%) of its voting stock (capital stock of that entity having general voting power under ordinary circumstances to appoint or elect the directors, managers, or trustees, or persons with management authority to perform similar functions, of that entity, irrespective of whether or not at the time other capital stock or other securities of that entity of any class, classes, or series has or might have voting power by reason of the happening of any contingency); or
 - 2 the power to direct or cause the direction of the management or policies of the specified Person, whether through the ownership of securities, by contract, or otherwise.

“Alaska Pipeline Project” includes the following elements:

- A. A FERC jurisdictional gas treatment plant (“GTP”) near Prudhoe Bay, Alaska, which will treat North Slope gas for pipeline transportation;
- B. A FERC jurisdictional gas transmission pipeline connecting the Point Thomson field in Alaska to the GTP and from there either (1) to the Alaska/Canada border for onward delivery to Alberta, Canada; or (2) to Valdez, Alaska;
- C. Any other elements described as being part of the Alaska Pipeline Project by APP.

“Confidential Information” means any information, technology, data, results of tests or studies, reports, books, operating manuals, maintenance manuals, technical manuals, drawings, plans, schedules, or records related to the Alaska Pipeline Project, including the strategies, methods, and business relationships of APP, excluding information that:

- (a) is or becomes publicly available other than as a result of a violation of this Undertaking;
- (b) is or becomes available on a non-confidential basis from a source that is not known or demonstrated to the Reviewer or its Stakeholder to be prohibited from disclosing such information pursuant to a legal, contractual, or fiduciary obligation to APP;
- (c) that the Reviewer or its Stakeholder can demonstrate was legally in its possession prior to obtaining it in the Data Room; and
- (d) information that is developed by Reviewer, its Stakeholder or an Affiliate of its Stakeholder independently of the information obtained from the review in the Data Room.

“Person” means any natural person, entity, estate, labor union, or governmental authority.

“Third Party” means any Person other than APP or Stakeholder or any Affiliate of any of them.