

ENERGIA CURA

5904 Old Airport Way, Suite 134, Fairbanks, Alaska 99709 - 907-452-3466

CONFIDENTIALITY AGREEMENT BETWEEN

Interested Party participating in Fairbanks Pipeline Company's Non Binding Open Season and Binding Open Season activities, further referred to as **IP**, **NBOS**, and **BOS**, respectively, **and**

The Fairbanks Pipeline Company, domiciled and headquartered in Fairbanks, Alaska, further referred to as **FPC**, as represented by **EC** (Energia Cura, LLC),

and hereafter all referred to individually as **Party**, or together as **Parties**,

and whereas **EC** has organized a **NBOS** (Non Binding Open Season) on behalf of **FPC** to give **IPs** (interested parties) an opportunity to request bundled, firm commodity supplies through its primary and/or secondary transmission systems as further elaborated within **FPC's** **NBOS** standard package,

and whereas **FPC** will issue a Brochure after the **NBOS** concludes and prior to its issuance of its **BOS** (Binding Open Season) that offers further detail including **FPC's** intellectual properties for **IPs** to secure **FPC's** commodities and services,

and whereas the **IP** is one of the parties expressing indicative interest, and may conduct discussions with **FPC** regarding the possible contracting of **FPC's** bundled commodities and firm transportation services otherwise referred to as the Discussions,

and whereas in the light and course of the Discussions, **Parties** are willing to disclose to and receive from each other confidential information and data upon the terms set out below;

The Parties agree as follows:

1. Any and all information disclosed in connection with **FPC's** **NBOS** or Project Brochure and **IP** by or on behalf of the **Party** owning or being entitled to hold such Confidential Information to a recipient and/or created by such recipient by using Confidential Information previously made available by or on behalf of the disclosing Party, shall be held strictly confidential by the recipient and shall not be disclosed to any third party without the prior written consent of the disclosing **Party**, subject to the subsequent provisions. The Parties shall not use said Confidential Information for other purposes than **FPC's** and **IP's** **NBOS**.

However, a Party is allowed to disclose Confidential Information without prior consent of the other Party:

- a. to its employees, directors and officers or employees, directors and offices of affiliated companies to the extent reasonably necessary for the approval and performance of its tasks, provided that such employees, directors and officers are bound by an obligation of confidentiality at least similar to the one set forth in the agreement; **or**
- b. where such disclosure is required by law, regulation or order; **or**
- c. to banking and financial institutions and their consultants, where such disclosure is necessary in connection with financing arrangements, provided that such a Party shall first obtain such institutions and their consultants a written undertaking of confidentiality at least similar to the one set forth in the agreement; **or**
- d. to independent consultants or contractors nominated by a Party, provided that such Party shall first obtain from each consultant or contractor a written undertaking of confidentiality at least similar to the one set forth in the agreement; **or**
- e. to a person or legal entity to which any right or obligation under this agreement has been or will be assigned or a legal successor of a Party, provided that the Party assigning or to be legally succeeded shall first obtain from such assignee or legal successor a written undertaking of confidentiality similar to the one set forth in the agreement.

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2. **FPC** is allowed to disclose Information and Data, which will be determined based on the Confidential Information, for the purposes of its NBOS and BOS without prior consent to the public. **FPC** hereby assures that the disclosed information will give no conclusion relating to the individual Interested Party.

FPC is allowed to disclose Confidential Information without prior consent of **IPs** to the extent **FPC** deems it necessary or helpful to obtain or keep approvals, permits and /or exemptions related to foreseen investments or projects related thereto, yet **FPC** shall communicate to the relevant authority that the information is to be treated confidentially.

FPC is allowed to disclose Confidential Information without prior consent from **IPs** to other adjacent proposed transmission system operators ("TSO") to the extent necessary or helpful to tune its relevant capacities or to coordinate its Non Binding Open Season and its Binding Open Season, and open seasons of other TSOs, providing that the other TSO is bound by an obligation of confidentiality at least similar to the one set forth in this agreement.

A Party receiving Confidential Information is allowed to disclose that Confidential Information without the other Party's prior written consent, to the extent that such information:

- i) is already lawfully known to the Party receiving the information and is not subject to an undertaking of confidentiality; or
- ii) is already in the public domain other than through the act or omission of the Party receiving the information; or
- iii) is acquired independently from a third party that is entitled to lawfully disseminate such information at the time it is acquired by the Party receiving the information.

3. This agreement is governed by, interpreted and applied in accordance with the laws of the United States and the State of Alaska. All disputes arising in connection with this agreement shall be settled in accordance by relevant authority and courts located within Fairbanks, Alaska. If arbitrated, the arbitral tribunal shall be composed of three arbitrators: one chosen by **IP**, one chosen by **FPC**, and one chosen by these two arbitrators together. The place of arbitration shall be Fairbanks, Alaska and the tribunal shall decide in accordance within applicable rules of law with costs borne by the Party found to be at fault.

4. This agreement will be effective from the date of signature of the Parties shown below and will terminate on December 31, 2011.

Fairbanks Pipeline Company

Signature

Date

Interested Party

Signature

Date