

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is made and entered into as of September 14, 2018, by and between Newfield Production Company, a Texas corporation ("**Newfield**"), and Seven County Infrastructure Coalition, a Utah political subdivision (the "**Coalition**"). Each of Newfield and the Coalition are referred to individually as a "**Party**" and collectively as the "**Parties**."

PRELIMINARY STATEMENT

The Coalition is considering a potential project regarding the construction of a rail line for freight to serve the Uinta Basin (the "**Project**"). In connection with the Coalition's analysis, evaluation and undertaking of, the Project, the Coalition may request certain information from Newfield and, in connection with such request, the Parties may provide to one another certain information that constitutes Confidential Information (as defined below). The Party disclosing Confidential Information (defined below) pursuant to this Agreement shall be referred to herein as the "**Disclosing Party**" and the Party receiving Confidential Information shall be referred to herein as the "**Receiving Party**."

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

1. **Definitions.** "**Confidential Information**" means the Disclosing Party's confidential, proprietary, or valuable financial information, business or technical information, data, trade secrets or know-how, including, without limitation, development plans, research plans, product plans, asset information, geological information, geophysical information, engineering data, plans or materials, products, services, customers, customer lists, market studies, hardware, software, developments, inventions, processes, formulas, technology, firmware, designs, drawings, marketing plans, business strategy, finances, commercial information, or other business information, that is disclosed in written, oral or electronic form (whether or not patentable and whether furnished on or after the date of this Agreement) to the other Party, including, without limitation, all written notes, analyses, compilations, studies, summaries, interpretations and other material and documents prepared by either Party or its Representatives (as defined below) to the extent they contain, are based on (in whole or in part) or refer to any information described above (collectively, "**Notes**"). Confidential Information does not include any of the foregoing which (a) is known to the Receiving Party prior to the time of disclosure, (b) has become publicly known and made generally available through no act of the Receiving Party and/or any of its Affiliates or Representatives in violation of this Agreement, (c) has been rightfully received by the Receiving Party from a third-person or third-party who is authorized to make such disclosure and is not prohibited by a contractual, legal or fiduciary obligation owed to the Disclosing Party or any of its Affiliates from disclosing such information to the Receiving Party, (d) the Receiving Party can demonstrate is or was independently developed by the Receiving Party without use of, or reliance on, the Disclosing Party's Confidential Information, or (e) is required to be disclosed upon advice of counsel, by applicable law, stock exchange requirement or regulation, provided that the Receiving Party (i) uses commercially reasonable efforts to preserve confidentiality, (ii) promptly notifies the Disclosing Party of such required disclosure (unless prevented by applicable law), (iii) if possible, gives the Disclosing Party a reasonable opportunity to obtain a protective order or confidentiality treatment, and (iv) otherwise reasonably cooperates with the Disclosing Party to limit or restrict such required disclosure. "**Affiliates**" means with respect to any specified Person (as defined below), any other Person that directly or indirectly controls, is controlled by, or is under common control with such specified Person. The term "control," when used with respect to any specified Person, means the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have correlative meanings. "**Person**" means any natural person, business, corporation, company, association, limited liability company, partnership, limited partnership, limited liability, partnership, joint venture, business enterprise, trust, governmental authority or other legal entity.

2. **Non-Disclosure of Confidential Information.** The Receiving Party agrees not to disclose or use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose except in connection with (a) the Receiving Party's internal discussions and evaluations concerning the Project, and (b) if the Receiving Party is Newfield, the gathering of information and preparation of reports in response to requests made by the Coalition relating to the Project (collectively, the "**Purposes**"). Notwithstanding the preceding sentence, a Party

may disclose Confidential Information of the other Party to such Receiving Party's directors, officers, employees, Affiliates, agents, representatives, consultants, advisers, legal counsel and experts (collectively, "Representatives") having a need to know solely for the Purposes, in which case the Receiving Party shall communicate its obligations under this Agreement to such Representatives who receive Confidential Information. The Receiving Party shall be responsible and liable for any disclosure or use of Confidential Information by any of the Receiving Party's Representatives that would be a breach of this Agreement to the same extent had such disclosure or use been made by the Receiving Party and any such disclosure or use by the Receiving Party's Representatives shall be deemed to be a breach by the Receiving Party of its obligations hereunder. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives. The Receiving Party agrees that it shall protect any Confidential Information received with the same duty of care (but no less than reasonable care) as the Receiving Party uses to protect its own information of similar nature. Newfield acknowledges that the Coalition is a political subdivision and public body of the State of Utah and is subject to the requirements of the Utah Government Records Access Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"). The Coalition acknowledges that information Newfield provides under this Agreement is confidential commercial information and or trade secrets, protected from public disclosure under GRAMA pursuant to Section 305 subsections (1) and (2) of Title 63G, Chapter 2 of the Utah Code. The disclosure of such Confidential Information could reasonably be expected to result in harm or injury to the competitive interests of Newfield and would prevent it from further disclosing information to the Coalition. Newfield has a greater interest in prohibiting access to the Confidential Information than the public has in such information. In addition, the Coalition and Newfield acknowledge that other information prepared by or in the possession of the Coalition is also Confidential Information protected under GRAMA, in particular Section 305 subsection (3) in that it contains commercial and/or financial information acquired or prepared by the Coalition the disclosure of which would likely lead to speculation in securities or commodities that will interfere in a planned transaction by the Coalition, or cause harm to the Coalition, its members, or the economy of the State of Utah. Consistent with the foregoing, the Confidential Information of the Disclosing Party and the Recipient shall be classified by the Coalition as protected under GRAMA. The Coalition agrees not to change the classification of the Confidential Information at any time without providing Newfield prior notice, and an opportunity to use any process and procedure available under GRAMA to maintain the protected classification of the Confidential Information. The Coalition also agrees to timely notify Newfield of any request made under GRAMA for access to the Confidential Information, and to use all means available under GRAMA or any other law to maintain the protected classification of the Confidential Information and resist disclosure of the Confidential Information, unless and until Newfield provides written consent to the disclosure of the Confidential Information.

3. Return of Materials. On written request from the Disclosing Party, any Confidential Information which has been furnished by such Disclosing Party to the Receiving Party shall be promptly returned, and any materials derived (in whole or in part) from such Confidential Information and any Notes shall be destroyed by the Receiving Party and an appropriate officer of the Receiving Party shall certify as to any such destruction to the Disclosing Party in writing. Alternatively, the Receiving Party may destroy all Confidential Information instead of returning it to the applicable Disclosing Party and an appropriate officer of the Receiving Party shall certify as to any such destruction to the Disclosing Party in writing. Notwithstanding the foregoing, it is agreed that the Receiving Party may retain (1) Confidential Information contained in back-up computer records for the period such records are normally archived and (2) copies of Confidential Information the Receiving Party is required by applicable law or the Receiving Party's corporate governance policies to retain. Notwithstanding anything contained in this Agreement to the contrary, any Confidential Information retained under the immediately preceding sentence shall remain subject to the confidentiality obligations and prohibitions set forth in this Agreement notwithstanding any termination of this Agreement.

4. No License. Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patent, copyright, trademark, trade secret or other intellectual property right of the Disclosing Party, nor shall this Agreement be construed to grant the Receiving Party any licenses or other rights in or to the Confidential Information of the Disclosing Party except the limited right to review such Confidential Information solely for the Purposes.

5. Confidentiality of Discussions and Status. Without the prior written consent of the other Party, neither Party nor any of their Representatives shall (except as required by applicable law, stock exchange requirement or regulation) disclose to any person or party, other than such Party's Representatives, (i) the fact that discussions are taking place concerning the Purposes or the Project, (ii) the existence or contents of this Agreement, and (c) the fact

that the Receiving Party or its Representatives have received and/or requested information from the Disclosing Party. Neither Newfield nor its Representatives will have any legal obligation of any kind to consider, discuss, evaluate, negotiate, invest in, or take part in, the Project by virtue of this Agreement.

6. Term. This Agreement shall be for a term of two (2) years from the date hereof.
7. Remedies. Each Party agrees (a) that money damages might not be a sufficient remedy for any breach of this Agreement by such Party or its Representatives, and (b) that, in addition to all other remedies, each Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach by the other Party. Notwithstanding any other provisions of this Agreement, in no event will a Party or any of its Representatives be liable for indirect, consequential, special, punitive or exemplary damages arising out of this Agreement.
8. No Representations or Warranties. The Disclosing Party represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. Except in the case of fraud, intentional misrepresentation, willful misconduct, and/or the representation and warranty set forth in the first sentence of this Section 8, the Parties acknowledge and agree that neither Party nor its Representatives is making any representation or warranty (express or implied) concerning the completeness or accuracy of its Confidential Information.
9. No Joint Venture. The Disclosing Party shall have the right, in its sole discretion, to determine what information to make available to the Receiving Party and may at any time discontinue and withhold further access to its Confidential Information. The Parties expressly acknowledge and agree that there is no partnership, joint venture or special relationship of any kind, or intent to create one, between or among the Parties with respect to the Project, and that neither this Agreement nor any discussions, conduct or interactions between them should be interpreted as creating such a relationship or intent. The Parties are not granted any exclusive rights of any nature whatsoever by this Agreement.
10. Costs. The Coalition shall bear its respective expenses incurred in connection with pursuing the Project, including any fees, costs, and expenses of the Coalition's Representatives. Each Party reserves the right (A) to reject any proposals made by the other Party or any of its Representatives; and (B) to terminate discussions with the other Party or any of its Representatives, in each case in the rejecting or terminating Party's sole discretion, without notice to the other Party at any time and for any reason or no reason. The Coalition shall not have any claim or cause of action against Newfield or any of its Representatives in respect of the foregoing reserved rights, including claims for reimbursement for any cost, fee or expense (including but not limited to any due diligence expenses or costs) incurred by the Coalition in connection with pursuing the Project.
11. Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Texas without regard to conflicts of law principles that would require application of any other law. Any claim, dispute, action or proceeding arising out of, or relating to, this Agreement shall be brought exclusively in the state or federal courts located in Houston, Harris County, Texas, and each of the Parties irrevocably submits to the jurisdiction of such courts in any such claim, dispute, action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum. EACH PARTY TO THE EXTENT PERMITTED BY LAW, WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT, WHICH WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.
12. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter contained herein and supersedes any previous understandings, negotiations, communications, commitments, or agreements, whether oral or written. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the Parties.
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.

If to the Coalition:

Seven County Infrastructure Coalition
5995 S. Redwood Road
Salt Lake City, Utah 84123
Attention: Eric Johnson
Telephone: 801-520-5333
Email: eric@bcjlaw.net

If to Newfield:

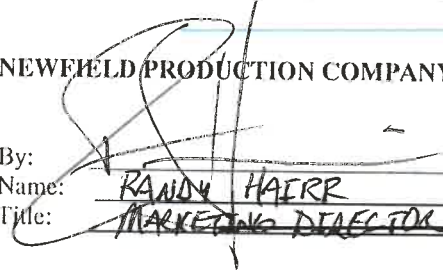
Newfield Production Company
4 Waterway Square Place, Suite 100
The Woodlands, TX 77380
Attention: Legal Department
Email: LegalNotices@newfield.com

14. Miscellaneous. This Agreement shall be binding upon and for the benefit of the Parties and each of their respective successors and permitted assigns. Notwithstanding the foregoing, neither Party may assign any of its rights or obligations hereunder to any third-person or third-party without the prior written consent of the other Party (which can be withheld in that Party's sole discretion). Any attempted assignment by a Party without such required consent shall be null and void. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
15. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof and the remaining provisions hereof shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance herefrom.
16. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
17. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but together shall constitute one and the same instrument. Facsimile or electronic (.pdf) signature copies of this Agreement shall be legally binding and admissible as originals.

[Signature Page Follows]

The Parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

NEWEHLD PRODUCTION COMPANY

By: 
Name: RANDY HAERR
Title: MARKETING DIRECTOR

SEVEN COUNTY INFRASTRUCTURE COALITION

By: Michael J. McKee
Name: Michael J. McKee
Title: Executive Director

ATTEST


Eric Johnson

(COALITION SEAL)

