

# GRAND PRIX PIPELINE LLC

## NOTICE OF OPEN SEASON

March 1, 2019

Grand Prix Pipeline LLC (“Carrier”) is conducting an open season commencing on March 1, 2019 and closing on March 29, 2019 (the “Open Season”) to gauge shipper interest in transportation service of natural gas liquids (“NGLs”) transported in interstate commerce on its newly constructed pipeline that Carrier has been developing from the Permian Basin in West Texas to certain NGL storage, fractionation, and marketing facilities at Mont Belvieu, Texas (the “Project”). Carrier is considering developing and placing the Project into service from an interconnecting point on the West Texas LPG Pipeline at or near the High Plains natural gas processing facility in Midland County, Texas, to certain storage facilities in Mont Belvieu. The Project is anticipated to commence this service in Summer 2019.

Carrier hereby announces this open season that will provide an opportunity for shippers to support the Project by making an NGL plant production dedication from plants located in Lea County, New Mexico and connected via pipeline to the interconnect in the vicinity of High Plains mentioned above, thereby becoming “Committed Shippers” for the term of their transportation service agreements (“TSAs”). The final volume of capacity for both committed and uncommitted service on the Project, as well as final origin points for service, will be determined by Carrier in part based on the results of this open season.

During the term of their commitments, Committed Shippers may choose to elect “Priority Service” that will not be subject to prorationing in the ordinary course for a quantity up to the Committed Shipper’s deemed volume commitment based on its plant production dedication.

### Open Season Process

Bona fide potential shippers that desire to receive copies of the open season documents, including the form of TSA, are required to execute a Non-Disclosure Agreement in the form attached as Schedule 1 (the “NDA”).

To execute the NDA, a potential shipper must:

- (A) insert its name, jurisdiction of incorporation or formation, email address, and contact information; and

(B) submit two executed copies to:

Bill Grantham  
Grand Prix Pipeline LLC  
811 Louisiana Street, Suite 2100  
Houston, TX 77002-1400  
[BGrantham@targaresources.com](mailto:BGrantham@targaresources.com)

It is recommended that interested potential shippers submit signed NDAs on or before 5:00 p.m. Central Standard Time, March 8, 2019, to give those shippers adequate time to evaluate the open season documents.

NDAs that have been altered or amended in any way by a potential shipper, other than by the insertion of the shipper's name, jurisdiction of incorporation or formation, e-mail address and contact information, may not be accepted by Carrier, in which case the open season documents will not be provided to that shipper.

Inquiries about the Open Season or this notice should be directed to:

Elizabeth B. Hawkins  
VP & Assistant General Counsel  
Grand Prix Pipeline LLC  
811 Louisiana Street, Suite 2100  
Houston, TX 77002-1400  
[EHawkins@targaresources.com](mailto:EHawkins@targaresources.com)

## Schedule 1

### NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement, dated as of the [ ] day of [ ], 2019 (“*Agreement*”), is between GRAND PRIX PIPELINE LLC (“*Grand Prix*”) and [COMPANY NAME] (“*Company*”). As used herein, “*Disclosing Party*” is the party disclosing, and “*Receiving Party*” is the party receiving, Confidential Information.

1. Non-disclosure. For a period of two (2) years from the date of this Agreement, Receiving Party shall keep confidential and not disclose Confidential Information except as follows:
  - (a) Receiving Party may disclose Confidential Information to its Representatives who need to know Confidential Information to evaluate the Proposed Transaction. Receiving Party will, prior to any such disclosure, inform its Representatives of the terms of this Agreement and the requirement that Receiving Party’s Representatives comply with this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.
  - (b) If Receiving Party or any of its Representatives are requested or required to disclose any Confidential Information in connection with litigation or any regulatory proceeding or investigation, or pursuant to any applicable law, order, regulation or ruling, Receiving Party shall, prior to such disclosure, promptly notify Disclosing Party. Unless Disclosing Party obtains a protective order, Receiving Party and its Representatives may disclose only such portion of Confidential Information to the party seeking disclosure as is required by law or regulation.
2. Definitions. The following terms shall have the following meaning:

“*Confidential Information*” means all information furnished by Disclosing Party or its Representatives to Receiving Party or its Representatives in connection with the Proposed Transaction including, but not limited to, Disclosing Party’s and its subsidiaries’ financial condition, equity holders, partners, operations, products, services, marketing plans, business policies and practices, or other technical, financial or strategic information, but excluding: (i) publicly-available information unless made public by Receiving Party or its Representatives in a manner not permitted by this Agreement; (ii) information already known to Receiving Party on a nonconfidential basis prior to being furnished by Disclosing Party; (iii) information disclosed to Receiving Party from a source other than Disclosing Party or its Representatives if such source is not known by Receiving Party, after reasonable inquiry, to be bound by a contractual, legal or fiduciary obligation of confidentiality or secrecy to, the Disclosing Party or any other party with respect to such information; and (iv) information independently developed by Receiving Party without use of any information provided by Disclosing Party.

***“Proposed Transaction”*** means a potential transaction, pursuant to which Grand Prix would provide transportation services to Company on a natural gas liquids pipeline being developed by Grand Prix and Company would agree to dedicate certain natural gas liquids to, and ship on, such pipeline pursuant to and in accordance with a Transportation Services Agreement entered into pursuant to an open season held by Grand Prix with respect to such pipeline.

***“Representatives”*** means a party’s directors, officers, employees, attorneys, auditors, consultants, subcontractors, potential financing sources, bankers, financial advisors and agents and those of its affiliates.

3. **Nondisclosure of Discussions.** Except as may be required by law or rules of an applicable stock exchange, without the prior written consent of the other party, neither party to this Agreement will disclose to any person (other than a Representative) (i) the fact that the Confidential Information has been made available to Receiving Party or that Receiving Party has inspected any part of the Confidential Information, (ii) that any discussions about the Proposed Transaction are taking place, or (iii) any other facts with respect to such discussions, including the status thereof. If a party is required to make any such disclosure, prior to any disclosure such party will advise and consult with the other party concerning the reasons for and the nature of the proposed disclosure, including the written text of such disclosure. Notwithstanding anything to the contrary herein, nothing in this Agreement shall prohibit or affect Grand Prix’s ability to solicit other shipper commitments with respect to the pipeline project that is the subject of the Proposed Transaction, or to describe such project and the terms of any shipper commitments thereto (including without limitation that of the Company, if any) in connection with any petition or other request for approval from a government authority.
4. **Return of Information.** Upon written request by Disclosing Party, Confidential Information provided by Disclosing Party in printed paper format, compact disc/dvd or other electronic removable media will be returned to Disclosing Party or destroyed and Confidential Information transmitted by Disclosing Party in electronic format will be deleted from the emails and directories of Receiving Party’s and its Representatives’ computers; provided, however, any Confidential Information (i) found in drafts, notes, studies and other documents prepared by or for Receiving Party or its Representatives, (ii) found in electronic format as part of Receiving Party’s or its Representatives’ off-site or on-site data storage/archival process system, or (iii) found in the official minutes or presentation materials of the Board of Directors (or other governing body) of Receiving Party, will be held by Receiving Party or its Representatives, as applicable, and kept subject to the terms of this Agreement or destroyed at Receiving Party’s option. Notwithstanding the foregoing, Receiving Party’s Representatives may retain copies of the Confidential Information in accordance with policies and procedures implemented by such persons in order to comply with applicable law, regulation or professional standards, provided that the materials retained under this sentence shall remain subject to the terms of this Agreement until returned or destroyed.

5. No Obligation. Until a definitive written agreement is executed and delivered by the parties, no agreement providing for the Proposed Transaction shall be deemed to exist, and neither party is under any legal obligation to enter into the Proposed Transaction because of this Agreement. This Agreement neither obligates a party to deal exclusively with the other party nor prevents a party or any of its affiliates from competing with the other party or any of its affiliates. Further the disclosure of Confidential Information by a Disclosing Party shall not constitute any type of partnership, joint venture or similar undertaking between Grand Prix and Company.
6. No Representations. Receiving Party understands, acknowledges and agrees that neither Disclosing Party nor any of its Representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and shall not have any liability to Receiving Party or to any of its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Only those representations and warranties that are made in a definitive written agreement regarding the Proposed Transaction contemplated hereby, when, as and if executed and subject to such limitations and restrictions as may be specified therein, will have any legal effect.
7. Remedies. Receiving Party agrees that money damages will not be a sufficient remedy for any breach of this Agreement by Receiving Party or its Representatives and Disclosing Party is entitled to seek specific performance and injunctive relief as remedies, which remedies are not exclusive, but are in addition to all other remedies available to Disclosing Party at law or in equity.
8. Miscellaneous.
  - (a) This Agreement (i) constitutes the entire agreement between the parties with respect to the subject matter hereof, (ii) may not be assigned by either party without the prior written consent of the other party, and (iii) inures to the benefit of and is binding on the parties hereto and their successors and permitted assigns. No failure or delay in exercising any right or remedy hereunder will operate as a waiver, nor will any single or partial exercise preclude any other exercise of any other right or remedy. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Signatures by facsimile shall be as effective as original signatures to this Agreement.
  - (b) This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflict of law principles. Any legal action, suit, or proceeding with respect to this Agreement shall be brought exclusively in a federal or state court in Harris County, Texas. Each party consents to the jurisdiction of the federal

and state courts in Harris County, Texas having subject matter jurisdiction arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

GRAND PRIX PIPELINE LLC

[COMPANY NAME]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_