**EXHIBIT I. CONFIDENTIALITY COMMITMENT LETTER**

This Confidentiality Commitment Letter is effective as of [Date of submission] (the “Confidentiality Commitment Letter”), agreed to by [•] (“Participant” or “Receiving Party”), in connection with the Request for Proposals for the transportation service of natural gas between the Trans-Pecos Waha Header and the VCP Nueces Header (the “RFP”) issued by CFE International LLC (“CFE International” or “Disclosing Party”). CFE International and [•] may each be referred to herein individually as a “Party” or collectively as the “Parties.”

**WHEREAS**, CFE International issued a Request for Proposals seeking proposals for the provision of transportation service of natural gas at the west and south Texas regions (the “Purpose”);

**WHEREAS**, in connection with the Purpose, Participant may receive from CFE International certain Confidential Information (as defined below) regarding the Purpose;

**WHEREAS**, the Participant commits into keeping, maintaining, and protecting, in accordance with the terms of this Confidentiality Commitment Letter, the confidentiality of any Confidential Information; and

**THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participant agree as follows:

1. **Definitions.**

“Affiliates” of any Party shall mean any company or legal entity which (a) controls, either directly or indirectly, such Party, (b) is controlled, directly or indirectly, by such Party or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. For the purposes of this definition, “control” means the right to exercise 50% or more of the voting rights in the appointment of the directors (or other managers having duties similar to those of directors) of such company or entity or the power to otherwise direct or cause the direction of management of such company or entity.

“Confidential Information” shall mean all information provided or otherwise disclosed by the Disclosing Party or their Representatives to the Receiving Party or its Representatives in connection with the Purpose, which may include but is not limited to, all data, proprietary information, reports, interpretations, price quotes for energy products, financial information, business plans, trading strategies, information or data related to natural gas transportation capacity or fuel supply, product plans, contract terms and conditions, forecasts and records, and any other materials containing or otherwise reflecting information concerning the Disclosing Party or their Representatives, regardless of the form in which it appears or under which it is communicated and regardless of whether or not identified or marked as confidential, together with all notes, analyses, reports, forecasts, samples, compilations, interpretations, studies or other documents and materials, whether prepared by the Disclosing Party or their Representatives, which contain or otherwise reflect such information (collectively, “Notes”). Notwithstanding the foregoing, the following information **will not** constitute “Confidential Information” for purposes of this Confidentiality Commitment Letter:

1. information that was known to the Receiving Party or the Receiving Party’s Representatives, as established by documentary evidence, prior to the date of its disclosure pursuant to this Confidentiality Commitment Letter and to which (but for this Confidentiality Commitment Letter) there is (or would be) no existing obligation of confidentiality;
2. information that becomes available to the Receiving Party on a non-confidential basis from a source other than a Disclosing Party or its Representatives, provided that the Receiving Party or the Receiving Party’s Representatives are not aware, as reasonably established by documentary evidence, at the time of receipt of such information that such source is bound by a confidentiality agreement with such Disclosing Party or its Representatives or otherwise prohibited from transmitting such Confidential Information to the Receiving Party or the Receiving Party’s Representatives by a contractual, legal or fiduciary obligation;
3. information that is or becomes generally available to the public other than through the act or omission of the Receiving Party or its Representatives; or
4. information that is independently developed by the Receiving Party or its Representatives without the use of, reference to, or reliance upon the Confidential Information, in whole or in part.

“Regulatory Agency” shall mean any governmental regulatory, self-regulatory, or supervisory authority having appropriate jurisdiction over a Party.

“Representatives” shall mean, collectively, a Party’s Affiliates and subsidiaries and a Party’s, its Affiliates’ or its subsidiaries’ partners, agents, members, managers, attorneys, consultants, accountants, directors, officers, employees, actual or potential sources of equity or debt financing, or actual or potential purchasers of all or substantially all of the assets of such Party or of such Party’s Affiliates or subsidiaries.

1. **Confidentiality, Use and Disclosure of Confidential Information.**
2. Confidentiality and Use of Confidential Information. The Receiving Party agrees that it and its Representatives will hold and treat all Confidential Information in confidence and will not, except as hereinafter provided, without the Disclosing Party’ prior written consent, be disclosed, published, used, informed, reported, revealed or reversed engineered by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part; provided, that , the Receiving Party or its Representatives may use (or permit to be used) the Confidential Information to the extent necessary to carry out the Purpose. Moreover, the Receiving Party further agrees to disclose Confidential Information only to its Representatives who need to know the Confidential Information (each of whom will be advised by the Receiving Party of this Confidentiality Commitment Letter and will agree to keep the terms confidential on terms no less restrictive than those set forth in this Confidentiality Commitment Letter). The Receiving Party shall be responsible for any breach of this Agreement caused by any of its Representatives.
3. Return or Destruction of Confidential Information. The Confidential Information shall remain the property of the Disclosing Party, and, to the extent practicable, the Receiving Party shall return or destroy such Confidential Information at any time upon request of the Disclosing Party. Upon receipt of such request, the Receiving Party may (if reasonably practicable) return or destroy (at the Receiving Party’s election) all of the Confidential Information and all copies in its possession as soon as reasonably practical; provided, however, that:
   1. the Receiving Party and its Representatives may each retain (A) copies of any Confidential Information to the extent required to defend or maintain any litigation relating to this Confidentiality Commitment Letter or the Confidential Information and (B) such copies of Confidential Information to the extent required to comply with the reasonable requirements of such Party’s established document retention policies or any applicable law, regulation, order or other similar requirement of any Regulatory Agency or any applicable listing agreement; and
   2. the Receiving Party may create and retain an abstract describing the type of Confidential Information that it receives sufficient to document the nature and scope of the Parties’ discussions under this Confidentiality Commitment Letter.

Any Confidential Information retained pursuant to this Confidentiality Commitment Letter will be and remain subject to the restrictions established herein. If the Receiving Party has destroyed any Confidential Information in accordance with this Section 2(b), such Receiving Party shall promptly provide the Disclosing Party with written notice that such Confidential Information has been destroyed. In addition, the Receiving Party shall also destroy all copies of any Notes created by the Receiving Party or its Representatives and shall certify in writing to the Disclosing Party that such copies have been destroyed.

1. Compulsory Disclosures of Confidential Information. In the event that the Receiving Party is requested or required (by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process) to disclose any Confidential Information, it is agreed that, to the extent practicable and legally permissible, the Receiving Party will provide the Disclosing Party with reasonably prompt notice of any such request or requirement, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Confidentiality Commitment Letter. Failing the entry of a protective order or the receipt of a waiver hereunder, the Receiving Party may disclose only that portion of the Confidential Information that is requested or required. In any event, the Receiving Party will not oppose any action by the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. Notwithstanding the limitations in this paragraph, (A) in the event that access to or delivery of Confidential Information is requested or required of the Receiving Party by a Regulatory Agency, to the extent practicable and legally permissible, the Receiving Party will give to the Disclosing Party prompt written notice of such request or requirement, but may comply with such request or requirement; and (B) a Receiving Party may disclose Confidential Information to the extent necessary to comply with a Regulatory Agency’s reporting requirements, including but not limited to gas cost recovery proceedings.
2. **Remedies.**

The Receiving Party acknowledges that the Confidential Information is valuable and unique and that disclosure in breach of this Confidentiality Commitment Letter may result in irreparable injury to the Disclosing Party. The Receiving Party agrees that money damages would not be a sufficient remedy for a breach or a threatened breach of this Confidentiality Commitment Letter by the Receiving Party and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief without the posting of a bond or other security as a remedy for any such breach or threatened breach, in addition to all other remedies available at law or in equity. Such injunctive or other equitable relief shall be available without the obligation to prove any damages underlying such breach or threatened breach. No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. In the event of a final, non-appealable order from a court of competent jurisdiction, the reasonable costs and expenses incurred by the Disclosing Party and its Representatives in connection with such proceedings, including attorney fees and disbursements, shall be reimbursed by the Receiving Party.

1. **Communications Regarding the Purpose.**

TheReceiving Party agrees that all communications by it or any of its Representatives concerning the Purpose and its due diligence investigation (including requests for additional Confidential Information, meetings with management and site visits, if applicable) shall be directed solely to [proposals@cfeinternational.com](mailto:proposals@cfeinternational.com) on behalf of CFE International, except as may otherwise by approved in advance and in writing by the Disclosing Party. The Receiving Party further agrees that, except with the prior written consent of the Disclosing Party, neither it nor any of its Representatives will contact or communicate with any of the other Disclosing Party’ Representatives regarding the Purpose; provided that, nothing in the foregoing shall prohibit contacts and communications that are (i) made in the ordinary course of business of the Receiving Party or its applicable Representatives and are unrelated to the Purpose or (ii) otherwise approved in advance in writing by the Disclosing Party. The Receiving Party agrees that the Disclosing Party’s communications may be directed solely to the e-mail address indicated by it pursuant the RFP registration specifications.

1. **No Solicitation or Hiring.**

The Receiving Party agrees that, except with the prior written consent of a Disclosing Party, it will not, and it will not permit any of its controlled Affiliates to, directly or indirectly, solicit for employment, hire or employ any employees, officers or senior management of such Disclosing Party first introduced to such Receiving Party or any of its Affiliates in connection with the Purpose for a period of two (2) years after the date of this Confidentiality Commitment Letter; provided that this Section 5 shall not restrict such Receiving Party or any of its Affiliates from (i) making any general solicitation for employment that is not specifically directed at any such persons, (ii) hiring any person who responds to any such solicitation or (iii) soliciting or hiring any such person who has left the employment of the other Party at least six (6) months prior to such solicitation.

1. **No Waiver of Privilege.**

To the extent that any Confidential Information includes materials subject to the attorney-client privilege, the Disclosing Party is not waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any of its Confidential Information (including any such Confidential Information related to pending or threatened litigation) to the Receiving Party or any of its Representatives.

1. **No Representations or Warranties.**

Although the Receiving Party understands that the Disclosing Party have endeavored to include in such Confidential Information those materials that are believed to be reliable and relevant for the purpose of the Receiving Party’s evaluation, the Receiving Party acknowledges that neither the Disclosing Party nor its Representatives make any representation or warranty as to the quality, accuracy, fitness, reliability, or completeness of such Confidential Information, except as may be set forth in any written definitive agreement between the Parties. The Receiving Party agrees that neither the Disclosing Party nor its Representatives shall have any liability to the Receiving Party or to any of the Receiving Party’s Representatives as a result of the use of such Confidential Information by the Receiving Party and the Receiving Party’s Representatives. Notwithstanding the foregoing, the Disclosing Party represents and warrants to the Receiving Party that the Disclosing Party has the right to disclose and to provide the Confidential Information to the Receiving Party.

1. **Property.**

All Confidential Information shall remain exclusive property the Disclosing Party and shall not cause license, permit, concession or any other direct or indirect right, whether implied or requested or otherwise, as a result of the disclosure of the Confidential Information. The Receiving Party hereby agrees that there is no obligation to disclose Confidential Information by the Disclosing Party.

1. **Miscellaneous.**
2. Amendment; Waiver; Counterparts. No amendments, changes, or modifications to this Confidentiality Commitment Letter shall be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties hereto. the Receiving Party understands and agrees that no failure or delay by the Disclosing Party in exercising any right, power, or privilege under this Confidentiality Commitment Letter shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege hereunder. This Confidentiality Commitment Letter may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Confidentiality Commitment Letter delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Confidentiality Commitment Letter.
3. Entire Agreement. Without limitation of the RFP, this Confidentiality Commitment Letter comprises the full and complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes and cancels all prior written and oral communications, understandings and agreements between the Parties hereto, whether expressed or implied.
4. Notices. Any notice or other communications required or permitted to be given pursuant to this Confidentiality Commitment Letter shall be confirmed in writing and shall be deemed properly given when hand delivered, sent by overnight mail service, or mailed by certified mail, return receipt requested, or by email with date and sending Party identified to the following addresses:

For notices provided to CFE International:

CFE International LLC

Attn: Energy Intelligence

[proposals@cfeinternational.com](mailto:proposals@cfeinternational.com)

825 Town & Country Lane, Suite 1450;

Houston, TX 77024

For notices provided to [•]:

[•]

1. Assignment; Successors. This Confidentiality Commitment Letter may not be assigned by the Participant without the prior written consent of CFE International. Any assignment without such written consent shall be null and void and of no force or effect. This Confidentiality Commitment Letter shall be binding upon the successors and permitted assigns of the Parties.
2. No Obligation to Complete Purpose. Except as specifically agreed to herein, neither Party shall be under any legal obligation of any kind whatsoever to the other Party unless and until the Parties enter into a definitive written agreement regarding a formal business relationship. Unless otherwise agreed to in writing and except as provided in the first sentence of this paragraph, either Party may enter into arrangements of a similar nature with a third party, at its sole discretion and without consultation with, or notice to, the other Party. This Confidentiality Commitment Letter creates no legal liability except as expressly set forth hereunder.
3. Term. This Confidentiality Commitment Letter shall be in effect commencing on the date first set forth above until the earlier of (i) the termination of this Confidentiality Commitment Letter by written agreement between the Parties, or (ii) five (5) years following termination of discussions between the Parties regarding the Purpose, unless superseded at an earlier date by the confidentiality provisions of a binding, definitive agreement entered into between the Parties with respect to the Purpose.
4. Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury. This Confidentiality Commitment Letter shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than the State of Texas. Any dispute, controversy or claim (collectively, “**Disputes**”) arising out of or in connection with this Confidentiality Commitment Letter, including without limitation the formation, validity, enforceability or termination of this Confidentiality Commitment Letter, which cannot be settled amicably by the Parties shall be referred to and finally resolved exclusively through binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The seat, or legal place, of arbitration shall be Houston, Texas, and the hearings shall be held there unless all Parties consent to hold them elsewhere. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE VENUE OF THE SEAT OF THE ARBITRATION.
5. Severability. In the event that any portion of this Confidentiality Commitment Letter shall be unenforceable under applicable law, the remainder of this Confidentiality Commitment Letter shall remain fully binding on the Parties. However, if any court should determine that the duration, geographic limit, or any other feature of any restriction contained in this Confidentiality Commitment Letter is unenforceable, it is the intention of the Parties that such restriction shall not be terminated but shall be deemed amended to the extent required to render it valid and enforceable.
6. Headings. The heading of Sections in this Confidentiality Commitment Letter are provided for convenience only and will not affect construction or interpretation of this Confidentiality Commitment Letter.
7. Compliance With Laws. Each Party agrees that it will, at all times in connection with and throughout the course of this Agreement and thereafter, (i) comply with; and (ii) take reasonable measures to ensure that its employees, approved subcontractors, and agents subject to its control will comply with applicable anti-corruption and anti-bribery laws and regulations.

Acknowledged and agreed by [•]:

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

Name:

Title:

Date: