

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made and entered into this 20th day of January, 2010 by and between ArcLight Capital Partners, LLC ("ArcLight") and Kohlberg Kravis Roberts & Co. Ltd., acting as adviser to an affiliate that advises its affiliated investment funds ("Recipient" or "KKR").

In connection with Recipient's desire to explore and evaluate the possibility of a transaction (a "Transaction") involving the potential sale of one or more portfolio companies owned by one of ArcLight's managed funds, including NeoElectra France S.A., NeoElectra Du Rouvray S.A.S. in France and NeoElectra Management, S.L. in Spain (together with ArcLight, collectively, the "Companies"), Recipient will obtain certain Confidential Information. The term "Confidential Information" means all information disclosed by the Companies to Recipient or its affiliates and its and its affiliates' respective officers, directors, employees, agents, consultants, and professional advisers, (collectively, "Representatives"), provided that, for the purposes of this Agreement, none of such persons shall be deemed a "Representative" hereunder, nor shall Recipient have any liability for such person, unless such person has been furnished with Confidential Information hereunder), which relates to any of the financial, business and/or technical activities of the Companies whether in tangible or intangible form, including, but not limited to: (a) financial information, information relating to any of the Companies' financial or performance results, business prospects, past, present or future customers, potential business partners, research, sales, development, purchasing, financing, data processing, engineering and marketing strategies and other activities; (b) technical information, data, designs, processes, and/or procedures; and (c) concepts, reports, data, know-how, inventions, information and/or trade secrets. The term "Confidential Information" shall likewise mean and include any and all analyses, compilations, studies or documents prepared or generated by or for Recipient or its Representatives that are based upon, in whole or in part, or which otherwise contain or reflect any Confidential Information. Notwithstanding the foregoing, the term "Confidential Information" does not include information which: (a) was or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representative; (b) was or becomes available to Recipient on a non-confidential basis, provided the source of such information is not, to Recipient's and its Representatives' best knowledge, bound by any contractual, legal or fiduciary obligations of confidentiality to any of the Companies; or (c) is independently developed by Recipient or by its Representatives who have not had access to or knowledge of the Confidential Information.

In consideration of the furnishing and disclosure of the Confidential Information by or on behalf of the Companies to Recipient and its Representatives, Recipient does hereby agree as follows:

1. Until the earlier of (a) the consummation of a Transaction and (b) two (2) years from the date hereof, except with the written consent of ArcLight, all contacts which Recipient may wish to initiate with officers, directors and employees of the Companies or their respective representatives relating to any Transaction must be initiated through ArcLight or its designated representatives.
2. All Confidential Information is proprietary and confidential and entitled to treatment as such by Recipient and its Representatives.

3. Subject to paragraphs 4 and 8 below, the Confidential Information will be kept confidential and will not, without ArcLight's prior written consent, be disclosed, in whole or in part, by Recipient or its Representatives in any manner whatsoever and will not be used by Recipient or its Representatives, directly or indirectly, for any purpose other than evaluating the Transaction. The Confidential Information shall remain at all times the property of the Companies only, and no license of any kind is granted hereby.

4. Recipient agrees to reveal, transmit or otherwise make the Confidential Information available only to those of its Representatives: (a) who need to know the Confidential Information for the purpose of evaluating the Transaction; and (b) who are informed of the confidential nature of the Confidential Information. Without limiting the liability of Recipient under this or any such agreement, Recipient will be liable for any breach of this or such agreement by its Representatives.

5. Subject to paragraph 8 below, without the other party's prior written consent, the parties hereto will not disclose to any other Person: (a) the fact that the Confidential Information exists or has been made available; (b) that Recipient is considering a Transaction, or that discussions or negotiations are taking place concerning a possible Transaction; or (c) any of the terms, conditions or other facts with respect to any such possible Transaction, discussions or negotiations, including, without limitation, the status thereof. The term "Person" shall mean and include, without limitation, public and private media including, without limitation, the internet, and any corporation, company, group, governmental department or agency, trust, association, limited liability company, partnership, other entity or individual.

6. Recipient acknowledges and agrees that the Companies and their respective Representatives: (a) do not make any representation or warranty of any kind or nature, express or implied, as to the accuracy or completeness of the Confidential Information, and undertake no obligation to furnish Recipient or its Representatives with access to any additional Confidential Information; and (b) will not have any liability to Recipient, its Representatives or any other Person relating to the Confidential Information or the accuracy and completeness thereof, or the use of the Confidential Information by Recipient or its Representatives, it being understood and agreed that Recipient is not entitled to rely on the accuracy and completeness of the Confidential Information.

7. Neither Recipient nor the Companies will be under any legal obligation of any kind whatsoever with respect to any Transaction by virtue of this Agreement or any other written or oral expression with respect to a Transaction, except for the matters specifically agreed to herein. Recipient acknowledges and agrees that ArcLight reserves the right, in its sole discretion to (a) negotiate and enter into an agreement with any other Person with respect to a Transaction at any time, and without prior notice to Recipient or to any other Person, (b) reject any and all proposals made by Recipient or any of its Representatives regarding a Transaction and (c) terminate discussions and negotiations with Recipient and its Representatives at any time and for any reason.

8. If Recipient or its Representatives are requested pursuant to, or compelled or required by, applicable law, regulation or legal or judicial process to disclose any of the Confidential Information, Recipient will, so far as it is lawful to do so, provide ArcLight prompt written notice so that ArcLight may seek (with Recipient's commercially reasonable cooperation, if so requested) a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. ArcLight will advise Recipient promptly

of the action ArcLight intends to take, which action shall be at their sole discretion. In the event that such protective order or other remedy is not obtained, or if ArcLight waives compliance with the provisions of this Agreement, Recipient will furnish, or cause to be furnished, only that portion of the Confidential Information which is legally required as advised by Recipient's counsel and will exercise reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information.

9. Upon ArcLight's written request all Confidential Information furnished to Recipient and its Representatives shall either be returned to ArcLight or, at Recipient's discretion, destroyed, along with all copies thereof, in any form whatsoever, including, to the extent practicable, any electronic formats, within seven (7) days of ArcLight's request. Notwithstanding the foregoing, Recipient and its Representatives shall not be obligated to return or destroy Confidential Information to the extent otherwise required by any law or regulation or legal or judicial process, provided that the confidentiality provisions of the Agreement shall continue to apply to any Confidential Information retained.

10. This Agreement shall cease to have any force or effect on the earlier of (i) the second anniversary of the date hereof and (ii) the date it is superseded by confidentiality provisions in a definitive agreement with Recipient, regardless of whether any or all of the Confidential Information has been returned to the Companies pursuant to paragraph 9.

11. Recipient acknowledges that remedies at law may be inadequate to protect the Companies against any actual or threatened breach of this Agreement by Recipient or by its Representatives and, without prejudice to any other rights and remedies otherwise available to the Companies, the Companies is entitled to injunctive relief and specific performance without proof of actual damages. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, nonappealable order that this Agreement has been breached by Recipient or its Representatives, then Recipient will reimburse the Companies for their foreseeable costs and expenses (including legal fees and expenses), incurred in connection with all such litigation.

12. Recipient agrees that, except to the extent otherwise provided in a definitive agreement, during the term of this Agreement and for a period of one year thereafter Recipient shall not directly or indirectly (a) induce or attempt to induce any employee of the Companies with whom Recipient has contact or of whom Recipient becomes aware in connection with the Transaction to leave their employment, or in any way interfere with the relationship between the Companies and their respective employees; or (b) hire any person with whom Recipient has contact or of whom Recipient becomes aware in connection with the Transaction who was an employee of the Companies during the term of this Agreement, except with the express written permission of ArcLight, provided that the foregoing provisions shall not prohibit the solicitation or employment of any such person resulting from general advertisements for employment conducted by Recipient (including any recruitment efforts conducted by any recruitment agency, provided that Recipient has not directed such recruitment efforts at such person.

13. This Agreement contains the entire agreement between Recipient and the Companies concerning the Confidential Information, and no amendment or modification of this Agreement or any waiver of the terms and provisions hereof will be binding unless approved in writing by all parties hereto. No failure or delay by the Companies in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall

any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

14. ArcLight may assign this Agreement in connection with any Transaction. Recipient may not assign any of its rights, powers and privileges, or delegate any of its duties and obligations hereunder without the prior written consent of ArcLight.

15. This Agreement is to be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws principles thereof. Each of the parties hereto hereby irrevocably and unconditionally submits to the jurisdiction of any court of the State of New York and any federal court located in New York County, New York with respect to any proceeding relating to this Agreement. Further, each of the parties hereto hereby irrevocably and unconditionally waives any objection or defense that it may have based on improper venue or forum non conveniens to the conduct of any such proceeding in any such courts.

16. This Agreement supersedes all prior understandings relating to the subject matter hereof.

17. Notwithstanding anything to the contrary provided elsewhere herein, none of the provisions of this Agreement shall in any way limit the activities of Kohlberg Kravis Roberts & Co. L.P. and its affiliates in their businesses or investments distinct from the private equity business, provided that the Confidential Information is not made available to representatives of Kohlberg Kravis Roberts & Co. L.P. and its affiliates who are not involved in the private equity business, and, for the avoidance of doubt, in the event Confidential Information is made available to representatives of Kohlberg Kravis Roberts & Co. L.P. and its affiliates, such representatives shall be bound by the obligations set forth herein.

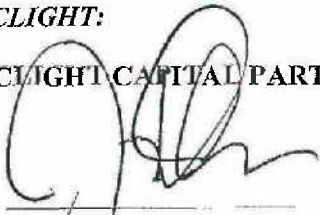
18. Notwithstanding anything to the contrary provided elsewhere herein, none of the provisions of this Agreement shall in any way limit the activities of any Representative and its affiliates (including, without limitation, brokerage, investment, financial, merger or other advisory, financing, asset management, trading, market making, arbitrage, and investment activities conducted in the ordinary course of business but excluding any director, officer or employee of KKR or its affiliates), provided that such activities are conducted in compliance with standard practices and procedures (including those known as "Ethical Screens") restricting the flow of information between the personnel of such Representative and its affiliates who are engaged in connection with the Transaction or who have access to Confidential Information and other personnel of the Representative and its affiliates who are not involved in the Transaction or who do not have access to Confidential Information. For the avoidance of doubt, any personnel of a Representative or its affiliates that receives Confidential Information shall be bound by the obligations set forth herein.

19. KKR is authorized and regulated by the Financial Services Authority in the United Kingdom and is subject to the supervision of the Financial Services Authority. Notwithstanding anything to the contrary provided elsewhere herein, none of the provisions of this Agreement shall restrict the ability of KKR to comply and satisfy regulatory requests from the Financial Services Authority or otherwise prevent KKR from discharging its regulatory obligations as a Financial Services Authority regulated entity.

IN WITNESS WHEREOF, the undersigned have executed this Confidentiality Agreement effective as of the date first set forth above.

**ARCLIGHT:**

**ARCLIGHT CAPITAL PARTNERS, LLC**

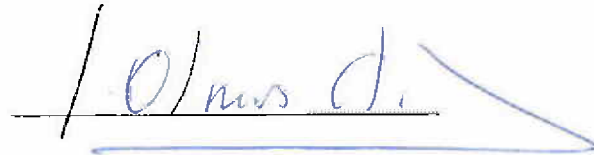
By: 

Name: John A. Tisdale

Title: General Counsel

**KKR:**

**KOHLBERG KRAVIS ROBERTS & CO. LTD.**



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

Name: JESUS OLMOS CLAVITO

Title: Authorized Signatory