

MPLX CUSHING-TO-PATOKA EXPANSION JOINT BINDING OPEN SEASON CONFIDENTIALITY AGREEMENT

Marathon Pipe Line LLC and MPLX Ozark Pipe Line LLC, owners of the Woodpat and Ozark pipeline systems, respectively (collectively, the “**Owners**”), have notified interested parties via a press release that they are holding a binding open season (“**Open Season**”) to assess shipper interest in expanding service between Cushing, OK and Patoka, IL via the Ozark and Woodpat pipeline systems (the “**Project**”). Marathon Pipe Line LLC will be administering the Open Season on behalf of the Owners.

The Open Season began at 8am CST on January 17, 2018 and will conclude at noon CST on February 16, 2018. The purpose of this Confidentiality Agreement is to confirm your understanding as to the treatment of the information in the Notice of Open Season and Information Memorandum and Transportation Services Agreement to be provided to you regarding the Project. As a condition to our furnishing such information to you, you agree, as set forth in this Confidentiality Agreement, to treat confidentially such information and any other information the Owners or their directors, officers, employees, agents, or representatives (collectively, “**Owner Representatives**”) furnish to you, together with all other documents that contain or otherwise reflect or are generated from such information (all documents and information provided to you and generated therefrom are referred to collectively herein as the “**Confidential Materials**”). As used herein, “**you**” and “**your**” will mean you and all entities that are affiliated with you by contract or by common ownership and all entities controlled by you by ownership or by contract.

Confidential Materials do not include information that (1) was, is or becomes generally available to the public through no breach by you or your directors, officers, employees, agents, or representatives (collectively, “**Representatives**”) of your obligations set forth herein, or (2) was, is or becomes available to you on a non-confidential basis from a third party other than the Owner Representatives, provided that such third party was not at the time of disclosure bound by a confidentiality agreement with the Owners.

The Confidential Materials may be used solely for the purpose of evaluating the Open Season, and the Confidential Materials will not be disclosed by you, provided that the Confidential Materials may be disclosed to your Representatives who need to know such information for the purpose of evaluating the Open Season (it being understood and agreed that the Representatives will be informed by you of the confidential nature of the Confidential Materials and will be directed by you to treat such Confidential Materials confidentially and not to use it other than for the purpose described above). You will be responsible for a breach of this Confidentiality Agreement by any of your Representatives.

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In the event that you are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to you in the course of your dealings with the Owners or the Owner Representatives, you will (1) provide the Owners with prompt notification of such request or requirement and the documents requested thereby so that either the Owners or you may seek an appropriate protective order or by mutual agreement waive compliance with the provisions of this Confidentiality Agreement, and (2) consult with the Owners on the advisability of taking legally available steps to resist or narrow such request. Further, if in the absence of a protective order or the receipt of a waiver hereunder you and your Representatives are nonetheless, in the written opinion of your counsel, compelled by law to disclose any such information or else stand liable for contempt or suffer other legal penalty, you or such Representatives may disclose such information without liability hereunder. Subject to the use and nondisclosure obligations set forth herein, you or your Representatives may retain mental impressions of the Confidential Materials.

Notwithstanding anything to the contrary herein, in the event that you wish to disclose any information supplied to you in the course of your dealings with the Owners or Owner Representatives to the Federal Energy Regulatory Commission as part of a proceeding related to the Project, you will (1) provide the Owners with prompt notification of your disclosure of such information, and (2) disclose such information only under seal as part of a confidential submission, marking the information as "Confidential." You will not submit such information as part of any public filing.

You acknowledge that money damages would not be a sufficient remedy for any breach of this Confidentiality Agreement by you and that any such breach would cause the Owners irreparable harm. Accordingly, in the event of a breach, or threatened breach, of this Confidentiality Agreement, the Owners, without the requirement of posting a bond or other security, will be entitled to equitable relief, including injunctive relief or specific performance. Such remedy will not be deemed to be the exclusive remedy for your breach of this Confidentiality Agreement, but will be in addition to all other remedies available at law or in equity to the Owners.

This Confidentiality Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof that might refer the governance or the construction of this Confidentiality Agreement to the law of another jurisdiction. This Confidentiality Agreement has a term of two years from the date of execution.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this Confidentiality Agreement, whereupon it will constitute our entire agreement with respect to the subject matter hereof. The exchange of counterpart signature pages between the parties constitutes execution and delivery of this Confidentiality Agreement. Neither party will be bound to this Confidentiality Agreement unless and until both parties have executed a counterpart. Executed

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signature pages sent by facsimile, email scan or otherwise by photocopy are valid means of delivery.

Very truly yours,

Marathon Pipe Line LLC

By: _____
Name: _____
Title: _____

Confirmed and agreed to as of the ____ day of _____, 2018:

Shipper

By: _____
Company: _____
Name: _____
Title: _____