

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "**Agreement**"), dated as of _____, 2018 (the "**Effective Date**") is between CRIMSON LOUISIANA MIDSTREAM, LLC, a Delaware limited liability company ("**Crimson**"), and MPLX LP, a Delaware limited partnership ("**MPLX**" and, together with Crimson, the "**Sponsor Parties**"), and _____, a _____ ("**Counterparty**").

Recitals

A. The Sponsor Parties have entered into discussions with each other in connection with a possible transaction involving the partial modification and reversal of Crimson's Bonefish pipeline system and new construction of additional pipeline to provide new interstate crude petroleum service from St. James, Louisiana and Raceland, Louisiana to Clovelly, Louisiana (the "**Swordfish Pipeline**").

B. The Sponsor Parties and Counterparty have entered into discussions with each other in connection with a possible transaction involving Counterparty becoming a committed shipper with respect to the Swordfish Pipeline upon commencement of service of such pipeline (the "**Potential Transaction**").

C. The Sponsor Parties are willing to provide, or to cause their Affiliates to provide, to Counterparty, and Counterparty is willing to provide, or to cause its Affiliates to provide to the Sponsor Parties, certain information containing proprietary and non-public information in connection with the Swordfish Pipeline and the Potential Transaction, subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the benefits to be derived therefrom by all Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Crimson, MPLX, and Counterparty hereby agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the terms set forth herein shall have the following meaning:

(a) "Affiliate(s)" shall include and mean a Party's "Parent Company" and "Affiliated Companies." The terms "Parent Company," "Affiliated Companies" and "Controlling Interest" shall be defined as follows: (i) a Party's "Parent Company" shall mean an entity having a "Controlling Interest" in such Party; (ii) a Party's "Affiliated Companies" shall mean any and all entities in which the Party or its Parent Company has a direct or indirect "Controlling Interest"; and (iii) a "Controlling Interest" shall mean the ownership of more than fifty percent (50%) of equity interests in an entity or the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise .

(b) "Confidential Information" includes the following information to the extent not expressly excluded by Section 2 of this Agreement: electronic, oral or written information and material, in tangible or intangible form (including, without limitation, technical, operating, business, environmental and financial information), relating to the Swordfish Pipeline and/or the Potential Transaction, which a Disclosing Party provides to a Recipient or a Recipient's Representatives in connection with the Recipient's evaluation of the Potential Transaction, and all Notes.

(c) "Disclosing Party" refers to a Party and/or such Party's Representatives disclosing information pursuant to the terms of this Agreement. Each of the Sponsor Parties will be deemed to be a Disclosing Party with respect to all Confidential Information disclosed to Counterparty by or on behalf of any Sponsor Party, regardless of the actual Sponsor Party making the disclosure.

(d) "Notes" means all notes, analyses, charts, memoranda, graphs, data, summaries and other material derived or prepared by a Recipient or its Representatives from the inspection or review of the Confidential Information.

(e) "Party" means a party to this Agreement.

(f) "Parties" means the parties to this Agreement.

(g) "Recipient" refers to a Party and/or such Party's Representatives receiving information disclosed pursuant to this Agreement.

(h) "Representatives" means the officers, directors, employees, partners, lenders, investors, agents, consultants, legal, accounting and financial advisors or other representatives of a Party and/or its Affiliates.

2. EXCLUSION. Confidential Information shall not include information that the Recipient can show:

(a) prior to the Effective Date, was already in the possession of the Recipient without obligation of confidence;

(b) is developed by the Recipient or its Affiliates without the use of the Confidential Information;

(c) is or becomes publicly available other than as a result of disclosure thereof by Recipient or its Representatives in breach of this Agreement; or

(d) is or becomes rightfully acquired by the Recipient or its Representatives without obligations of confidentiality or restrictions as to use, from a source other than the Disclosing Party or its Affiliates or the Representatives of the Disclosing Party or its Affiliates, who, to the best knowledge of Recipient, was not under a contractual or other obligation of confidentiality or non-use.

3. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Subject to the provisions of Section 5, the Recipient shall (i) keep in strict confidence the Disclosing Party's Confidential Information; (ii) not, without the express prior written consent of the Disclosing Party, disclose or permit Confidential Information to be disclosed to anyone other than the Recipient's Representatives who have a legitimate need to review and evaluate the Confidential Information to assist the Recipient in its evaluation of the Potential Transaction; and (iii) not use, and not permit its Representatives to use, Disclosing Party's Confidential Information for Recipient's or its Representatives' own benefit other than in connection with the evaluation of the Potential Transaction, provided that the restriction against use in this Agreement shall be inapplicable to information retained as mental impressions by the Recipient or its Affiliates, or the Recipient's or its Affiliates' Representatives, incident to review of the Confidential Information. Any person receiving Confidential Information pursuant to (ii) above shall be informed by the Recipient of and be made aware of this Agreement, the confidential nature of the Confidential Information and the other terms and conditions of this Agreement. Each Recipient shall be responsible for any breach of this Agreement by any of its Representatives.

4. RETURN OF CONFIDENTIAL INFORMATION. Upon demand by any Disclosing Party, the Recipient shall, at its option, promptly return or cause to be returned to such Disclosing Party or destroy, at its sole cost, all Confidential Information and any copies thereof, including, without limitation, all Notes. If requested by a Disclosing Party, the completeness of any such return or destruction of information shall be confirmed in writing to such Disclosing Party by the Recipient. Return or destruction of the Confidential Information hereunder shall not extinguish the obligations and liabilities of the Recipient and its Representatives to the Disclosing Party and its Affiliates, if applicable, for non-disclosure and non-use specified herein, which obligations and liabilities shall remain in full force and effect for the period specified in Section 17 below. Notwithstanding the foregoing in this Section 4, (i) summaries of Confidential Information provided to Recipient's or its Affiliate(s)' board of directors or similar governing body for the purpose of evaluating the Potential Transaction may be retained, (ii) Recipient may retain copies of Confidential Information in accordance with policies and procedures implemented by such persons in order to comply with applicable law, regulation, stock exchange rules, professional standards, internal document retention or archival procedures, (iii) Recipient may retain copies of Confidential Information if, based upon the advice of legal counsel, the return or destruction of such Confidential Information would be unlawful, violate any order, judgment, writ or decree to which Recipient is subject and (iv) Recipient and/or its Representatives shall not be deemed to have retained or failed to destroy any Confidential Information which are contained on servers or back-up sources if such Confidential Information are deleted from local hard drives and no attempt is made to recover such Confidential Information from such servers or back-up sources, and the Recipient continues to maintain the confidentiality of such information for the remainder of the term of this Agreement. Notwithstanding the return or destruction of the Confidential Information, the Recipient and its Representatives will continue to be bound by the obligations of confidentiality and other obligations set forth in this Agreement per the terms of this Agreement.

5. COMPELLED DISCLOSURES. If the Recipient or any of its Representatives hereunder concludes that it is legally compelled (by oral questions, interrogatories, requests for information, subpoena of documents, civil investigative demand or similar process or otherwise pursuant to applicable law including, without limitation, the rules and regulations of the Securities and Exchange Commission and the New York Stock Exchange) to disclose any Confidential Information, the Recipient shall, to the extent permissible under applicable law, provide the Disclosing Party with prompt notice of each such request so that the Disclosing Party may seek an appropriate protective order and/or waive Recipient's obligation to comply with the provisions of this Agreement. Notwithstanding the foregoing in this Section 5, if in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or any of its Representatives is, in the opinion of its counsel (internal or external), compelled to disclose Confidential Information, the Recipient or its Representatives, as applicable, may disclose without liability hereunder (but, to the extent legally possible with at least 5 days' prior written notice to the Disclosing Party) only that portion of Confidential Information that, in the opinion of counsel (internal or external), is legally required; provided, however, that the Recipient or its Representatives, as applicable, shall cooperate with the Disclosing Party to obtain a protective order at Disclosing Party's expense.

6. NO TRANSFER OF TITLE. Confidential Information shall at all times remain the sole, absolute and exclusive property of the Disclosing Party. The Disclosing Party does not grant to the Recipient any right, title or interest in or relating to the Confidential Information and Recipient agrees to make no claim to any such rights, title or interest.

7. NO REPRESENTATIONS, WARRANTIES, OR LIABILITY. EACH PARTY AND THEIR REPRESENTATIVES ACKNOWLEDGE THAT THE DISCLOSING PARTY AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS AS TO THE ACCURACY AND/OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION, AND AGREE THAT NEITHER THE DISCLOSING PARTY NOR ITS AFFILIATES SHALL HAVE ANY

LIABILITY WHATSOEVER TO THE RECIPIENT OR ITS REPRESENTATIVES FOR ANY USE MADE BY THE RECIPIENT OR ITS REPRESENTATIVES OF THE CONFIDENTIAL INFORMATION, OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM. THE RECIPIENT AND ITS REPRESENTATIVES SHALL RELY SOLELY UPON THEIR OWN INDEPENDENT ESTIMATES, COMPUTATIONS, EVALUATIONS, REPORTS, STUDIES AND KNOWLEDGE WITH RESPECT TO THE EVALUATION OF THE POTENTIAL TRANSACTION. EACH PARTY AGREES THAT IT SHALL BE ENTITLED TO RELY ONLY ON ANY REPRESENTATIONS OR WARRANTIES MADE TO IT BY THE OTHER PARTIES IN ANY DEFINITIVE AGREEMENT.

8. BINDING/CONTROLLING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO RULES CONCERNING CONFLICTS OF LAW. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN ANY STATE OR FEDERAL COURT SITTING IN HOUSTON, HARRIS COUNTY, TEXAS. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY HERETO. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL.

9. INJUNCTIVE RELIEF/SPECIFIC PERFORMANCE. Damages resulting from the Recipient's (including its Representative's) breach of the terms hereof may be impossible to measure accurately, and injuries sustained by the Disclosing Party from any such breach may be impossible to calculate and remedy. Therefore, the Recipient acknowledges that, in the event of such breach, the Disclosing Party shall be entitled to injunctive relief and specific performance of the covenants contained in this Agreement in addition to any other remedy to which it may be entitled at law or in equity. Recipient shall waive, and use its best efforts to cause its Representatives to waive, any requirement for securing or posting any bond or other security in connection with the pursuit or any such remedy. Moreover, in addition to any other remedies awarded to the Disclosing Party, the Disclosing Party shall have the right to recover all costs (including reasonable attorney's fees and expenses) which may be incurred in connection with any action to enforce the obligations of the Recipient or its Representatives, as applicable, to the extent such Party prevails in any such action. In the event of any breach of or dispute under this Agreement, a Party shall be liable only for actual damages as a direct result of the breach of this Agreement and no Party shall seek, and no court shall award, punitive, consequential, incidental or special damages in any form or amount.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all previous communications, both oral and written, representations and understandings between the Parties with respect to the subject matter of this Agreement.

11. AMENDMENT; WAIVER; ASSIGNMENT. No amendment, modification, and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives. No failure 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. No Party may assign this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however that the Sponsor Parties shall be entitled to assign this Agreement to a new joint venture entity formed for the

purpose of pursuing the Potential Transaction without the consent of Counterparty. This Agreement will not amend any other agreement to which the Sponsor Parties are parties.

12. NO OFFER. The sole purpose of this Agreement is to provide for access to Confidential Information for the evaluation of the Potential Transaction while protecting and governing the confidentiality and use of the Confidential Information in accordance with the terms hereof. Furnishing Confidential Information hereunder does not constitute an offer by any Party hereto. The Parties agree that unless and until a definitive agreement between the Parties with respect to the Potential Transaction has been executed and delivered, and then only to the extent of the specific terms of such definitive agreement, no Party hereto will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any Party or their respective Representatives, except, in the case of this Agreement, for the matters specifically agreed to herein. A Party shall be entitled to cease disclosure of Confidential Information hereunder and any Party may depart from negotiations at any time for any reason or no reason without liability to any Party hereto. However, such departure from negotiations shall not extinguish any rights or obligations, which the Party may have under this Agreement.

13. PRIOR DISCLOSURES. The Parties acknowledge that before the date this Agreement is executed, certain Confidential Information may have already been exchanged between the Parties. The Recipient shall treat the Confidential Information described in the preceding sentence as if it had been exchanged after the Effective Date.

14. NO RESTRICTION ON COMPETITION. Each Party recognizes that the other Parties (and/or their respective Affiliates) are, or may be in the future, actively involved in business activities as to which certain of the Confidential Information relates. Accordingly, it is understood and agreed that nothing in this Agreement shall restrict or prohibit competitive activities between the Parties (and/or their Affiliates), provided that Recipient, its Affiliates and Representatives are not and do not breach their respective obligations under this Agreement.

15. NO EXCLUSIVITY OR PARTNERSHIP. By entering into this Agreement, the Parties have not established a contractual or any other form or duty to deal exclusively with one another. This Agreement does not create and shall not be construed to create or obligate the creation of any partnership, distributorship relationship, agency relationship, employer-employee relationship, joint venture, or any similar relationship or entity between the Parties. Further, no Party shall, based upon the terms of this Agreement, have the authority to act as an agent, representative, trustee or fiduciary of the other Parties or bind or legally obligate the other Parties in manner whatsoever.

16. PRESS RELEASES. Counterparty shall not, and shall cause its respective Affiliates and Representatives to not, disclose to any other person or issue or cause the publication of any press release or other public announcement with respect to the Swordfish Pipeline and/or the Potential Transaction, this Agreement, the fact that an evaluation of the Potential Transaction is occurring or has occurred or any of the terms, conditions or other facts with respect to the Potential Transaction and/or the Swordfish Pipeline, including the status thereof without the prior written consent of the Sponsor Parties. The Sponsor Parties shall not, and shall cause each of their respective Affiliates and Representatives to not, issue or cause the publication of any press release or other announcement including a reference to Counterparty as it pertains to the Potential Transaction or this Agreement without the prior written consent of the Counterparty. Any request for consent shall be accompanied by all relevant details, including the proposed content of the intended press release or other public announcement.

17. SURVIVAL. Except as otherwise provided herein, this Agreement and its obligations and liabilities shall remain in full force and effect for a period of two (2) years following the date of this Agreement as

first hereinabove written.

18. NOTICES. Any and all notices or other communications permitted or required to be given hereunder shall be validly given or made in writing if: (a) personally delivered; (b) delivered and confirmed by telecopier or like instantaneous transmission device; (c) delivered by a reputable overnight delivery service; or (d) deposited in the United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Counterparty: _____
Attn: _____

Fax No: _____

If to Crimson: Crimson Louisiana Midstream, LLC
Attn: Vice President Commercial
1801 California Street, Suite 3600
Denver, Colorado 80202

If to MPLX: MPLX LP
200 E. Hardin Street
Findlay, Ohio 45840
Attention: Vice President Business Development
Fax: 419-421-4319

With a copy to: MPLX LP
539 S. Main Street
Findlay, Ohio 45840
Attention: General Counsel
Fax: 419-421-3124

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

By: _____

Name: _____

Title: _____

Crimson Louisiana Midstream, LLC

By: _____

Name: _____

Title: _____

MPLX LP

By: MPLX GP LLC, its general partner

By: _____

Name: _____

Title: _____