

MUTUAL CONFIDENTIALITY AGREEMENT

TESORO HIGH PLAINS PIPELINE COMPANY LLC (“*THPP*”), a Delaware limited Liability company, _____ (**Customer**), _____; each of THPP and Customer (individually a “*Party*” and collectively the “*Parties*”) are exploring a potential relationship whereby Customer and THPP would evaluate potential opportunities in connection with Customer’s utilization of expanded capacity on certain portions of the Connolly Gathering System portion of THPP’s pipeline system in the State of North Dakota, (the “*Business Relationship*”). Pursuant to this mutual confidentiality agreement (this “*Agreement*”), and in furtherance of potential development of such a Business Relationship, each Party may now or hereafter disclose or make available to the other Party and such Party’s Representatives (as defined below) certain proprietary and confidential information. The Party disclosing any Confidential Information (as defined below) hereunder shall be a “*Disclosing Party*,” and the Party receiving the same shall be a “*Recipient Party*,” with respect to such Confidential Information. As a condition to, and in consideration of the Parties mutual agreement to provide each other with access to Confidential Information relating to the Business Relationship, the Parties hereby agree to the following terms regarding the use, protection and disclosure of such Confidential Information.

1. **Definition of Confidential Information.** “*Confidential Information*” shall mean confidential and proprietary information, data and/or trade secrets, whether in oral, written or electronic form, exchanged by the Parties in anticipation, exploration, negotiation or development of a potential Business Relationship, including without limitation information regarding present and proposed business, business plans, business operating information, business assets, plans and designs, system designs, technical information, pipeline operations and design, storage operations and design, production forecasts, reserve information, financial information, business methods and/or system designs. Without limiting the foregoing, Confidential Information may include financial and accounting records and data, acquisition and marketing strategies, acquisition and marketing data, pricing information and strategies, production strategies, contract information, operating strategies and information, trade secrets, discoveries, concepts, plans, drawings, technical information, designs, and any non-public intellectual property, rights or interests, including but not limited to, system designs, technology, software and related technology developed or utilized by a Party in its business operations. Confidential Information may also include data, materials and information pertaining to direct and indirect corporate affiliates, parents or subsidiaries (collectively “*Affiliates*”) of the Parties, which shall remain subject to the same protections as information relating to the Parties themselves. The Parties specifically acknowledge that all non-public information disclosed hereunder by a Disclosing Party relating to its or its Affiliates’ business plans, pricing, operations, assets, marketing and financial information shall be deemed to be such Confidential Information unless otherwise indicated in writing.

2. **Protection of Confidential Information.** The Confidential Information shall be deemed to be proprietary to the Disclosing Party and shall be used by a Recipient Party only for purposes directly connected with the proposed or actual Business Relationship and for no other purposes whatsoever. A Recipient Party shall not at any time, directly or indirectly, use the Confidential Information for any purpose whatsoever other than the Business Relationship, whether for its own account or for the account of others. Each Recipient Party shall use best efforts to maintain the confidentiality of the Confidential Information. Except as expressly set forth herein, a Recipient Party will not at any time or under any circumstances disclose the Confidential Information to any individual or entity not a Party to this Agreement or its Representatives without the prior written approval and consent of the Disclosing Party. Further, if a Disclosing Party proposes to disclose Confidential information of third parties that is protected under a confidentiality agreement with such third party, the Disclosing Party shall so advise the Recipient Party,

and describe the protection that must be afforded to such Confidential Information under the third party agreement, and each Recipient Party and its Representatives shall provide the same level of confidentiality and protection to Confidential Information owned by third parties as a Disclosing Party advises is required under its confidentiality agreements with such third parties, and the Recipient Party and its Representatives shall be bound by such confidentiality agreements as representatives of the Disclosing Party, and the Recipient Party and its Representatives shall be bound by such confidentiality agreements as representatives of the Disclosing Party. Recipient Party shall advise Disclosing Party in writing of any misappropriation or misuse by any person of Confidential Information of which Recipient Party may become aware. Except as may be required by law or the rules of an applicable stock exchange, neither party shall disclose (a) the existence of this Agreement; (b) the fact that Confidential Information has been disclosed to Recipient Party; or (c) the fact that the Parties are discussing the Business Relationship.

3. **Recipient Party's Representatives.** A Recipient Party may disclose the Confidential Information to its and its Affiliates' individual officers, directors, employees, accountants, auditors, attorneys, professional advisors, agents, financiers and representatives (collectively "***Representatives***") only to the extent that such individuals have an actual need to know such Confidential Information in connection with the Business Relationship, and such Representatives must be bound to protect the Confidential Information. The Recipient Party shall remain responsible and liable for use and non-disclosure of Confidential Information by its Representatives and for any breach of this Agreement that results from the actions or omissions of any of its Representatives.

4. **Ownership, Reproduction and Return of Confidential Information.** All Confidential Information shall remain the Disclosing Party's exclusive property. Confidential Information will not be copied or reproduced in any manner by the Recipient Party without prior written consent of the Disclosing Party, except for such limited copies as the Recipient Party may require for an assessment, evaluation or development associated with the Business Relationship. At the request of the Disclosing Party, except as expressly provided below, the Recipient Party shall immediately either return all Confidential Information and any copies thereof, whether electronic or otherwise, together with all derivative information based thereon, to the Disclosing Party, or destroy all such Confidential Information, copies and derivative information and certify such destruction in writing to the Disclosing Party. However, the Recipient Party shall not be required to return or destroy (i) any such copies of Confidential Information, or any reports, notes or other material prepared by it or on its behalf that incorporates Confidential Information that is (a) prepared for Recipient Party's senior management or board of directors in connection with evaluating the Business Relationship; or (b) required to be retained pursuant to law and/or regulation or its internal record retention policies, and (ii) any Confidential Information in the electronic form or stored on automatic computer back-up archiving systems during the period such backup or archived materials are retained under such Party's customary procedures and policies; provided, however, that any Confidential Information retained by the Recipient Party shall be maintained subject to confidentiality pursuant to the terms of this Agreement, and such archived or back-up Confidential Information shall not be accessed except as required by law or its corporate policies or under the terms of this Agreement.

5. **Limitations.** Nothing in this Agreement shall prohibit the use or disclosure of any Confidential Information to the extent to which it: (i) is or becomes available in the public domain through no acts or omissions attributable to the Recipient Party or its Representatives in violation of this Agreement; (ii) can be shown by documentary evidence to have been known by the Recipient Party or its Representatives through lawful means prior to disclosure by the Disclosing Party pursuant to this Agreement, provided that the source of such information was not known by Recipient Party or its Representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation to Disclosing Party or any other party with respect to such information; (iii) lawfully is or becomes available to the Recipient Party or Representatives on a non-confidential basis from a source other

than the Disclosing Party, *provided* that such source is not known by the Recipient Party or its Representatives to be bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Recipient Party by a contractual, legal or fiduciary obligation; (iv) is independently developed by the Recipient Party or its Representatives without use of the Confidential Information or breach of this Agreement; (v) is information which the Parties hereto mutually agree in writing to release from the terms of this Agreement; or (vi) is required to be disclosed as a matter of law or pursuant to any judicial regulatory or administrative subpoena, rule or order, but subject to the requirements set forth in Paragraph 6 below. Confidential Information shall not be deemed to be within one of the foregoing limitations merely because it is embraced by more general information available in the public knowledge or in a Party's possession. In addition, any combination of features shall not be deemed to be within the foregoing limitations merely because individual features are in the public knowledge or a Party's possession unless the combination itself and its principle of operation are in the public knowledge or in the Party's possession.

6. **Judicial Proceedings.** If a Recipient Party or any of its Representatives are required by any court or legislative or administrative authority (by oral questions, interrogatories, request for information or documents, subpoena or similar process) or if disclosure is requested by the Commodity Futures Trading Commission or another regulatory authority of competent jurisdiction to disclose any Confidential Information provided by a Disclosing Party, then unless legally prohibited from doing so, the Recipient Party shall provide the Disclosing Party with prompt notice of such requirement in order to afford the Disclosing Party an opportunity to seek an appropriate protective order. The Recipient Party and its Representatives shall cooperate with the Disclosing Party in an effort to obtain such a protective order, and if appropriate shall allow the Disclosing Party to intervene or appear in any proceeding in order to protect the confidentiality of the Confidential Information. However, if the Disclosing Party is unable to obtain or does not seek such a protective order, and the Recipient Party or its Representatives are, in the opinion of counsel, compelled to disclose the Confidential Information under penalty of liability for contempt, censure or penalty, disclosure of such information may be made without liability, but only to the extent that the Recipient Party or its Representatives are so compelled to disclose the Confidential Information in response to such process or to which they could be compelled by such regulatory authority.

7. **Insider Trading.** Neither Recipient Party nor any of their Representative may use any Confidential Information or any other non-public information of a Disclosing Party as a basis for trading in any stock, debt instruments or other securities of the Disclosing Party or its Affiliates or any third party involved in the Business Relationship, or any options or other derivative instruments based upon such securities. Parties in possession of material non-public information of a Disclosing Party shall refrain from trading in any of such securities during the time while such information remains non-public and material to the Disclosing Party or its Affiliates. Neither Recipient Party nor any of their Representatives shall use any Confidential Information to obtain or to assist a third party to obtain a competitive advantage in any transaction involving the Party.

8. **Term.** This Agreement shall continue in full force and effect at all times during the term hereof, regardless of whether any ongoing or future Business Relationship is established between the Parties, as presently contemplated. The obligations of confidentiality set forth herein will terminate automatically two (2) years after the date hereof. Following termination, the Recipient Party shall be free of any obligations restricting disclosure or use of such Confidential Information, subject to any remaining valid patent, copyright or trademark rights of the Disclosing Party.

9. **No Contact With Personnel or Public Disclosure.** It is specifically agreed and acknowledged that neither Party shall discuss or have any communications with any officer, director, employee or contractor of the other Party concerning a potential Business Relationship, without obtaining the express prior approval of a representative of the other Party authorized to approve such communications.

Such authorized Representatives of THPP shall include its and its Affiliates' officers and Bruce Eldredge, Advanced Business Development Advisor. Neither Party shall make any public communication or announcement concerning a potential Business Relationship without obtaining the express prior approval of either an officer of the other Party or its Affiliate.

10. **Disclaimers.** This Agreement is not intended to and does not create a partnership, joint venture, fiduciary relationship or any other business combination between the Parties. Nothing in this Agreement, expressed or implied, is intended to confer on any third party any rights or remedies under or by reason of this Agreement. Neither Party makes any representations or warranties, express or implied, in connection or regarding the accuracy or completeness of any Confidential Information. A Recipient Party shall rely solely upon its own independent examination and assessment of the Confidential Information. Neither Party shall have any liability to the other Party resulting from the selection, use or misuse of any Confidential Information or from any inaccuracy or incompleteness thereof, regardless of the negligence or strict liability of any Party or person. Neither Party shall have any liability to the other Party with respect to any proposed Business Relationship, except pursuant to a definitive written agreement executed and delivered by the Parties, specifying and agreeing to the terms and conditions of such transaction. In addition, either Party in its sole discretion, may cease any further discussions or negotiations relating to a possible Business Relationship at any time prior to the execution and delivery of a definitive agreement. This Agreement does not create any commitment or obligation of either Party to deal exclusively with the other Party for any project within the scope of the Business Relationship, provided that neither Party may use or disclose Confidential Information of the other Party in connection with any competing or alternative project or proposal.

11. **Representatives, Successors and Assigns.** Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party. It is specifically agreed and acknowledged that the obligations and restrictions upon the Parties hereunder shall extend to and be binding upon the respective Representatives and the successors and assigns of each Party.

12. **Notices.** All notices pursuant to this Agreement shall be in writing and shall be delivered to the Parties in the manner set forth below. Requests for Confidential Information, designations and requests for approval of third-party Representatives, requests that Confidential Information be destroyed and its destruction certified and similar notifications and requests may be delivered in the same manner as other requests or by fax or e-mail with confirmed receipt. All other requests and notices shall be delivered by certified mail, return receipt requested, or by hand delivery or private courier with receipt acknowledged and shall be effective upon receipt. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

13. **Miscellaneous.**

(a) **Complete Agreement.** This Agreement supersedes all prior agreements and understandings between the Parties, written or oral, related to disclosure of Confidential Information in connection with the Business Relationship, and it is intended by the Parties as the complete and exclusive statement of the terms of this Agreement.

(b) **Amendment.** This Agreement may be altered or amended only in writing. Such written alterations or amendments must be agreed to and signed by both Parties.

(c) **Applicable Law.** **This Agreement, and any properly executed amendments hereto, and any disputes relating to this Agreement shall be construed under and controlled by laws of the State of Colorado.** Each Party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of Colorado and any United States District Courts in Colorado, and any appellate court from any thereof, in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this agreement (each a "***Proceeding***"), and each Party hereto hereby irrevocably and unconditionally agrees

that all claims in respect of any such Proceeding may be heard and determined in such court. WITH RESPECT TO ANY SUCH PROCEEDING, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO TRIAL BY JURY. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT.

(d) No Waiver. No right under this Agreement shall be waived or deemed to be waived except by notice in writing signed by the Party waiving the right. The waiver or failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

(e) Remedies. The Parties acknowledge that any breach of this Agreement could result in irreparable harm that might not be adequately compensated by damages, and expressly recognize a right to immediate specific performance and injunctive relief in the event of the breach of the Agreement, in addition to any and all other remedies and direct damages available at law or in equity. Each Party hereby agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any right, remedies or benefits which either Party may otherwise have by contract or by law. In no event shall any Party be entitled to exemplary, indirect, special, punitive or consequential damages.

(f) Partial Invalidity. If any part of this Agreement herein shall be declared invalid, this Agreement shall be construed as if such invalid words or clauses had not been inserted, and the remaining parts of this Agreement shall nevertheless continue to be valid and enforceable.

(g) Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (which delivery may be made by facsimile transmission) shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

TESORO HIGH PLAINS PIPELINE COMPANY LLC _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Address for Notices:
Tesoro High Plains Pipeline Company
LLC
19100 Ridgewood Parkway
San Antonio, Texas 78259
Attn: Bruce Eldredge
e-mail: BCEldredge@marathonpetroleum.com

Address for Notices:

Attn: _____
Fax: _____

e-mail: _____

For Notices that are not authorized above to be provided by e-mail, with a copy to:

For Notices that are not authorized above to be provided by e-mail, with a copy to:

Tesoro High Plains Pipeline Company
LLC
1515 Arapahoe Street
Tower 1, Suite 1600
Denver, CO 80202
Attn: Katie Ranucci
e-mail: KRanucci@marathonpetroleum.com

Attn: _____

Fax: _____
e-mail: _____