

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is effective _____, 2014. Marathon Pipe Line LLC (“MPL”) and [_____] (“[COMPANY]”) are discussing the possibility of committing for transportation service on the heavy crude capacity expansion on the existing crude oil pipeline system originating in Patoka, Illinois and connecting to multiple pipelines and shippers in Lima, Ohio (the “Project”) and COMPANY has requested additional information related to the Project pertaining to MPL’s binding open season (the “Proposed Transaction”). To enable MPL and COMPANY to evaluate the desirability and potential structure of the Proposed Transaction and to conduct any negotiations that may result from such evaluation, each may be furnishing the other with certain information that each considers confidential or proprietary.

1. “Proprietary Information” means the existence and specifics of this agreement, the existence, status and content of the Proposed Transaction and the related discussions and negotiations, any resulting valuations and all information (whether oral, written or electronic in form) hereafter disclosed to either party or their Representatives, including any summaries, analyses or copies thereof, directly or indirectly, pertaining to the Proposed Transaction. Proprietary Information does not include information which (a) is or becomes generally available to the public through no breach of the obligations imposed by this agreement; (b) was already known to the party on a nonconfidential basis prior to its disclosure hereunder; (c) becomes available on a nonconfidential basis from a third person who is not otherwise bound by a confidentiality agreement with either of the parties; or, (d) subject to the requirements of this agreement, is required to be disclosed in order to comply with applicable law, order, regulation, ruling or stock exchange rule.
2. “Representative” means as to MPL or COMPANY, its respective parent, subsidiary and affiliated companies, and their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants).
3. MPL and COMPANY agree that only a limited number of Representatives who are actively and directly participating in the evaluation and negotiation of the Proposed Transaction shall be given the Proprietary Information. MPL and COMPANY shall ensure that all such Representatives abide by the terms of this agreement. Upon the request of either party, the other shall provide the requesting party with the names and addresses of all of its Representatives and with copies of each Representative’s acknowledgement of and agreement to the terms hereof. Each of MPL and COMPANY shall be responsible for any breach of this agreement by any of its Representatives.
4. Neither MPL nor COMPANY is obligated, nor shall they be compelled to provide Proprietary Information or other information to the other.
5. In the event that either party or its Representatives are required by applicable law, regulation or stock exchange rule or by legal process to disclose any Proprietary Information or the Proposed Transaction, such party agrees that it will provide the other with prompt notice of such requirement

so that such other party (with the full cooperation of the party receiving the request) may, at its election, seek an appropriate protective order or other remedy, or waive compliance, in whole or in part, with the terms of this agreement. It is further agreed that in the absence of a protective order or the receipt of a waiver hereunder, should a party or any of its Representatives be compelled to disclose Proprietary Information to any court or other governmental authority or else stand liable for contempt or suffer other censure or penalty, such party or its Representatives shall be entitled to disclose only such of the Proprietary Information to such court or other governmental authority as it is advised by counsel is required by law and such party will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such disclosures.

6. If either party is required by law, regulation or stock exchange rule to make any press release or other public disclosure about the Proposed Transaction, it will first give the other party notice thereof and the opportunity to review and comment upon such release, statement or disclosure.

7. MPL and COMPANY agree that Proprietary Information disclosed hereunder shall be used exclusively for the purpose of evaluation the Proposed Transaction. If the Proposed Transaction or negotiations thereon do not proceed, neither party shall make any further use whatsoever of the Proprietary Information in its operations, the operations of others, or elsewhere. If either party determines not to proceed with the Proposed Transaction, such party will promptly advise the other party in writing of such decision. The party receiving such notice will thereafter promptly return or destroy all written or other tangible information (whether or not such are confidential and proprietary) provided hereunder, any copies thereof (including all electronic copies, other than those portions of which are contained in back-up storage media that are used solely for disaster recovery purposes), and shall certify that it has complied with the foregoing requirements; provided that such party may retain one copy of its notes, analyses, board or executive presentations for compliance purposes. Any oral Proprietary Information will remain subject to this agreement.

8. MPL and COMPANY each acknowledge that money damages would both be incalculable and an insufficient remedy for any breach of this agreement by the other or its Representatives and that any such breach would cause them irreparable harm. Accordingly, MPL and COMPANY each agree that in the event of any breach or threatened breach of this agreement, the other in addition to any other remedies at law or in equity that it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

9. With respect to any information, including but not limited to the Proprietary Information, which MPL or COMPANY furnishes or otherwise discloses for the purpose of evaluating the Proposed Transaction, it is agreed that neither MPL nor COMPANY, nor their directors, managers, officers, employees or agents make any express or implied representation or warranty with respect to such information, including without limitation any representation or warranty as to the accuracy, completeness or fitness for a particular purpose of any Proprietary Information (except that there shall be no intentional false statements). It is agreed that neither MPL nor COMPANY, nor their directors, managers, officers, employees or agents shall have any liability or responsibility to the

other or any other person resulting from the use of any information so furnished or for any errors therein or omissions therefrom. MPL and COMPANY shall be entitled to rely only on such representations and warranties regarding Proprietary Information as may be made in any executed agreement, if any, relating to the Proposed Transaction, subject to the terms and conditions of any such agreement.

10. Neither party nor any of its Representatives is under any legal obligation, and shall have no liability whatsoever, with respect to consummating the Proposed Transaction by virtue of this agreement. This agreement is not intended to restrict, and the parties expressly reserve their rights to engage in, and nothing in this agreement shall restrict, competition by or between the parties.

11. The obligations under this agreement shall continue in effect for a period of three (3) years after the date of this agreement and shall survive, for a three (3) year period, any termination of the negotiations between the parties regarding the Proposed Transaction.

It is agreed that no failure or delay 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.

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles.

Any assignment of this agreement or any part thereof by either party without the prior written consent of the other party shall be void.

This letter agreement contains the entire agreement between the parties concerning confidentiality of the Proprietary Information, and no modification of this agreement or waiver of the terms and conditions hereof shall be binding upon either party, unless approved in writing by the other party.

Marathon Pipe Line LLC

By: _____
[insert typed name]

Its: _____

Company [_____]

By: _____
[insert typed name]

Its: _____