

## MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this “**Agreement**”) is effective \_\_\_\_\_, 2017 (“**Effective Date**”) by and between Marathon Pipe Line LLC (“**Company**”) and [\_\_\_\_\_] (“**Counterparty**”). The parties shall be collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

WHEREAS, Company and Counterparty intend to engage in discussion and negotiations concerning the Wood River to Patoka Pipeline Expansion Project (the “**Proposed Project**”).

WHEREAS, to enable the Parties to evaluate the desirability and potential structure of the Proposed Project and to conduct any negotiations that may result from such evaluation, it is anticipated that the Parties may exchange certain information that each considers confidential or proprietary.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants in this Agreement, the Parties agree as follows:

1. Confidential Information. “**Confidential Information**” means the existence and specifics of this Agreement, the existence, status and content of the Proposed Project 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 (as defined below), including any summaries, notes, analyses, interpretations or copies thereof, directly or indirectly, pertaining to the Proposed Project. Confidential 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 disclosing 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; (d) is independently developed by either Party or their Representatives without use of or reference to the Confidential Information and without violating any obligations under this Agreement or, (e) 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. Use and Non-Disclosure. The Parties agree that Confidential Information disclosed hereunder shall be used exclusively for the purpose of evaluation or implementing the Proposed Project and that only a limited number of Representatives who are actively and directly participating in the evaluation and negotiation of the Proposed Project shall be given the Confidential Information. The Parties shall ensure that all such Representatives abide by the terms of this Agreement. The receiving Party shall be responsible for ensuring that its Representatives shall keep the Confidential Information strictly confidential in accordance herewith, shall not disclose or divulge the same to any unauthorized person and shall abide by the use restrictions contained herein, and the receiving Party shall be responsible for any breach of this Agreement by any of its Representatives as though such failure was a failure to comply with this Agreement by the receiving

Party. If either Party loses or makes an unauthorized disclosure of the Confidential Information, it shall notify the other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information. “**Representative**” means as to either Party, its respective parent, subsidiary and affiliated companies, and their directors, officers, employees and contract employees, agents, representatives, financing sources and advisors (including, without limitation, financial advisors, counsel, consultants and accountants). Neither Party is obligated, nor shall they be compelled to provide Confidential Information or other information to the other. All Confidential Information disclosed shall be and remain the property of the disclosing Party.

3. Notice Preceding Compelled Disclosure. 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 Confidential Information or the Proposed Project, 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 Confidential 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 Confidential 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.

4. Return of Information. If the Proposed Project or negotiations thereon do not proceed, neither Party shall make any further use whatsoever of the Confidential Information in its operations, the operations of others, or elsewhere. If either Party determines not to proceed with the Proposed Project, such Party will promptly advise the other Party in writing of such decision. The Party receiving such notice will thereafter, at such Party’s option, promptly return or destroy all Confidential Information which has been provided (including all copies and reproductions thereof) and will destroy (or, at such Party’s option, return) all compilations, studies, notes or evaluations compiled or prepared by it relating to its evaluation which contain or are based on Confidential Information; provided that such Party may retain one copy of its notes, analyses, board or executive presentations for compliance purposes as well as retain electronic copies which are contained in back-up storage media that are (a) used solely for disaster recovery purposes and (b) accessible only by personnel whose functions are informational technology in nature; provided that any such retained copies shall not be used for any other purposes and shall remain subject to such Party shall confirm such destruction (or return) in this Agreement for as long as such copies are retained in writing to the other Party. Notwithstanding such delivery or destruction, such Party and its Representatives will continue to be bound by its obligations under this Agreement.

5. Remedies. Each Party acknowledges that money damages would both be incalculable and an insufficient remedy for any breach of this Agreement by the other Party or its Representatives and that any such breach would cause it irreparable harm. Accordingly, the Parties each agree that in the event of any breach or threatened breach of this Agreement, the other Party, 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.

6. Disclaimer of Warranties. With respect to any information, including but not limited to the Confidential Information, which either Party furnishes or otherwise discloses pursuant to this Agreement, neither Party nor its Representatives makes 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 Confidential Information. It is agreed that neither Party, nor its Representatives shall have any liability or responsibility to the other Party or any other person resulting from the use of any information so furnished or for any errors therein or omissions therefrom. The Parties shall be entitled to rely only on such representations and warranties regarding Confidential Information as may be made in any executed definitive agreement, if any, relating to the Proposed Project, subject to the terms and conditions of any such definitive agreement. For the purposes of this Agreement, definitive agreement does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of any offer or bid by either Party.

7. Limitations. Neither Party nor any of its Representatives is under any legal obligation, and shall have no liability whatsoever, with respect to consummating the Proposed Project by virtue of this Agreement. This Agreement does not establish a partnership, joint venture or similar relationship, nor does it obligate any Party to enter into such a relationship. The Parties expressly recognize and agree that this Agreement does not create any exclusive dealing arrangement between the Parties with respect to the Proposed Project.

8. Term. The obligations under this Agreement shall continue in effect for a period of two (2) years after the Effective Date, unless an earlier termination is provided in any definitive agreement entered into in connection with the Proposed Project.

9. Miscellaneous. 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 Agreement contains the entire agreement between the Parties concerning confidentiality of the Confidential 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. No right, power or privilege hereunder shall be deemed 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 may be executed in multiple counterparts, all of which constitute one and the same document.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

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\_\_\_\_\_, 2017

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

Marathon Pipe Line LLC

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_