

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is effective _____ (the “Effective Date”) between Magellan Midstream Partners, L.P. (“Magellan”), a Delaware limited partnership with offices at One Williams Center, Tulsa, OK 74172, and _____ a _____ with offices at _____.

1. **Subject Matter.** In connection with discussions between the parties regarding: 1) the gathering of crude oil in West Texas and along the route of Magellan’s Longhorn Pipeline, 2) the transportation of such crude oil on Magellan’s Longhorn Pipeline to destinations in and around Houston, TX, and 3) the storage and distribution of crude oil from Magellan’s East Houston and Galena Park terminals (hereinafter, the “Subject Matter”), each party to this Agreement may wish to disclose confidential or proprietary data, information and knowledge to the other party on a confidential basis.

2. **Definitions.** In addition to the definitions provided elsewhere in this Agreement, the following definitions will apply:

(a) “Affiliate” means any other person or entity, directly or indirectly controlling, controlled by or under direct or indirect common control with the party hereto.

(b) “Disclosing Party” means a party that has provided or hereafter provides Information to another party to this Agreement;

(c) “Information” means any information, data or knowledge regarding the Subject Matter that has been provided or is hereafter provided by a party to another party to this Agreement, whether provided orally or by written, printed, electronic or other means. Information includes, without limitation, marketing, operational, economic and financial information, data and knowledge relating to the Subject Matter; and

(d) “Receiving Party” means a party that has received or hereafter receives Information from another party to this Agreement.

3. **Confidentiality Obligations.** The Receiving Party will: (a) hold the Information in confidence, exercising a degree of care not less than the care used by the Receiving Party to protect its own proprietary or confidential information that it does not wish to disclose; (b) restrict disclosure of the Information solely to its and its Affiliates’ respective directors, officers, employees, agents, advisors and representatives (hereinafter, the “Representatives”) with a need to know the Information for purposes of evaluating the Subject Matter and not disclose it to any other person; (c) advise the Representatives that receive Information hereunder that they are bound by the terms of this Agreement to the same extent as if they were parties hereto and be responsible for any breach of this Agreement by its Representatives; (d) use the Information only in connection with discussions by the parties concerning the Subject Matter; and (e) not disclose that the parties are having or have had discussions concerning the Subject Matter, that it has received Information or that it is considering a possible transaction related to the Subject Matter.

4. **Exceptions.** The Receiving Party will have no obligation to preserve the confidentiality of Information that: (a) the Receiving Party can prove it knew prior to its disclosure by Disclosing Party, free of any obligation to keep it confidential; (b) is or becomes publicly available through no act or omission of the Receiving Party; or (c) is received from a third party whose disclosure, to the best of the Receiving Party's knowledge after reasonable inquiry, does not violate any confidentiality obligation.

5. **Return or Destruction of Information.** Information will be considered the property of the Disclosing Party. Upon request, the Receiving Party will: (a) return all Information received in tangible form to the Disclosing Party without retaining a copy; (b) destroy any notes, analyses, compilations and other documents (whether in written, printed, electronic or other form) containing Information received from the Disclosing Party or any information, data or knowledge derived from Information received from the Disclosing Party; and (c) provide the Disclosing Party with a written certification executed by an officer of the Receiving Party that all Information received from the Disclosing Party has been returned or destroyed. If a party loses or makes an unauthorized disclosure of the other party's Information, it shall notify the other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information. Notwithstanding the return or destruction of Information, each party will continue to be bound by the obligations of confidentiality and other obligations herein.

6. **Legally Required Disclosures.** If the Receiving Party or its Representatives are required to disclose any Information to respond in a legal proceeding (including, without limitation, any deposition, interrogatory, subpoena or civil investigative demand), the Receiving Party will give the Disclosing Party prompt written notice of the requirement so that the Disclosing Party may seek a protective order. The Receiving Party will cooperate with the Disclosing Party to obtain a protective order. The Receiving Party shall bear its own minor administrative and de minimus internal costs in such cooperation, but the Disclosing Party shall bear any other or further costs in pursuit of such protective order. If a protective order is not obtained, the Receiving Party may disclose only that portion of the Information that, in the opinion of its legal counsel, is legally required to be disclosed.

7. **Disclaimer of Warranties.** Each party will have the right to determine, in its sole discretion, what Information it will provide to the other. The Disclosing Party does not make any representations or warranties, expressed or implied, as to the accuracy, completeness or fitness of the Information. The Disclosing Party will have no liability to the Receiving Party arising out of the use of the Information. Neither this Agreement nor the disclosure of Information hereunder will be construed as granting the Receiving Party a license or other right to the Information.

8. **Disclaimer of Other Obligations.** Neither this Agreement nor any discussions between the parties constitute or imply any obligation related to the Subject Matter, except as to the confidentiality of the Information. If the parties wish to commit to any transaction related to the Subject Matter, they will enter into a separate written definitive agreement. Neither party will have any obligation related to the Subject Matter, other than the confidentiality of the Information as set forth herein, unless and until the parties enter into a separate written definitive agreement.

9. **Injunctive Relief.** In the event of an unauthorized disclosure of Information, the damages

incurred by the Disclosing Party may be difficult, if not impossible, to ascertain, and the Disclosing Party shall be entitled to equitable relief including, without limitation, specific performance of this Agreement and an injunction against additional unauthorized disclosures, as well as monetary damages. The parties further agree to waive and to use their commercially reasonable efforts to cause their Representatives to waive any requirement for the securing or posting of any bond in connection with any equitable remedy. These shall not be the exclusive remedies under this Agreement.

10. **Trading Restriction.** Each party acknowledges that it is aware (and that prior to the disclosure of any Information to any Representative pursuant to paragraph 2 such Representative will be advised) that the United States securities laws prohibit any person who has material non-public information about a company from purchasing or selling securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Each party hereto will not and will not allow its Representatives to use the Information in any way that breaches the United States securities laws.

11. **Term.** The obligations of the parties under this Agreement will continue beyond the Effective Date for a period of two (2) years.

12. **Notices.** Any notices hereunder shall be in writing and shall be addressed as indicated below. Notices may be given by hand, electronic transmission, mail or courier. Either Party may change its address or facsimile number for notices hereunder by providing written notice of such change to the other Party.

If to Magellan:

One Williams Center
Tulsa, OK 74172
Attention: Robb Barnes
Telephone: 918-574-7704
Fax: 918-574-7264
Email: robb.barnes@magellanlp.com

If to _____ :

Attention:
Telephone:
Fax:
Email:

13. **Miscellaneous.**

(a) **No Waiver.** No waiver by either party of any right hereunder at any time will serve as a waiver of that same right at any future date.

(b) **Amendment.** No amendment to this Agreement will be effective unless made in writing and signed by both parties.

(c) **Severability.** If any provision of this Agreement is partially or completely legally unenforceable, that provision will be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then that provision will be deemed deleted. If any

provision is so deleted, then the remaining provisions of this Agreement will remain in full force and effect.

(d) Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Any purported assignment in violation of this provision will be void.

(e) Governing Law. *This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to the choice of law principles thereof.*

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and part of one and the same document.

(g) Facsimile Signatures. This Agreement may be delivered by facsimile or other electronic means and such electronic copy shall be considered an original.

(h) Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the matters addressed herein.

Magellan Midstream Partners, L.P.

**By: Magellan GP, LLC,
its general partner**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____