

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NILES PROPERTIES LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF FEBRUARY, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NILES PROPERTIES LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF JANUARY, A.D. 2000.

3166145 8300
150203584




Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 2124496

DATE: 02-17-15

**FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
NILES PROPERTIES LLC**

This First Amendment to the Limited Liability Company Agreement of Niles Properties LLC (this "Amendment"), dated as of April 1, 2009, is executed by Marathon Petroleum Company LLC., a Delaware limited liability company (the "MPC") and the sole member of Niles Properties LLC, a Delaware limited liability company (the "LLC") pursuant to the Contribution Agreement between Marathon Oil Company, an Ohio corporation ("MOC") and MPC dated as of the date hereof (the "Contribution Agreement") and the Assignment and Assumption Agreement between MOC and MPC dated as of the date hereof (the "Assignment").

WHEREAS, the Limited Liability Company Agreement (as amended from time to time, the "Agreement") of the LLC was made and entered into as of January 26, 2000 by MOC, the initial member;

WHEREAS, pursuant to Section 4 of the Agreement, written approval by the member is required to approve a change to the member or to amend the Agreement;

WHEREAS, MOC contributed its 100% membership interest in the LLC to MPC pursuant to the Contribution Agreement and Assignment.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the rights and obligations set forth in this Amendment, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which the member acknowledges and confesses, and agrees as follows:

1. Section 3 is hereby amended by deleting "Lanny L. Alexander of Findlay, Ohio" and replaced with "M. E. Peters of Findlay, Ohio".

2. Section 4 of the Agreement is hereby amended by deleting "Marathon Oil Company" and replacing it with "Marathon Petroleum Company LLC".

2. The MPC hereby ratifies the Agreement as amended by this Amendment and confirms that the Agreement, as amended, remains in full force and effect. All references to the Agreement shall be deemed to mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered as of the date first written above.

MARATHON PETROLEUM COMPANY LLC

By: _____

G. R. Heminger
President



LIMITED LIABILITY COMPANY AGREEMENT

OF

NILES PROPERTIES LLC


The Member, by execution of this Limited Liability Company Agreement, sets forth the rules by which this limited liability company shall be governed.

1. **NAME** – The name of the limited liability company is Niles Properties LLC (hereafter “LLC”).
2. **PLACE OF BUSINESS** – The principal place of business of the LLC shall be Delaware.
3. **MANAGER** – This LLC shall have one Manager, appointed by the Member.
 - a. Until replaced by written notice of the Member, the manager shall be Lanny L. Alexander of Findlay, Ohio.
 - b. All authority to conduct the business, execute and deliver deeds and contracts, employ consultants, enter into agreements, open bank accounts and otherwise conduct the business of the LLC shall be vested in the Manager;
 - c. All authority to accept and value contributions shall be in the Manager;
 - d. All authority to allocate and distribute profits and losses, and the timing thereof, shall be in the Manager.
 - e. Appointment or replacement of officers of the LLC shall be in the Manager.
4. **POWERS RESERVED TO THE MEMBER** – This LLC shall have one Member – Marathon Oil Company – which shall have sole authority to:
 - a. Appoint or replace the Manager of the LLC;
 - b. Amend or restate and file the Certificate of Formation;
 - c. Amend this Limited Liability Company Agreement;
 - d. Approve a change in the Member;
 - e. Merge with any other business entity;
 - f. Sell, assign, or pledge substantially all of the assets of the LLC;
 - g. Dissolve the LLC and appoint a liquidator;
 - h. Assign the Member’s interest in the LLC.
5. **OFFICERS**
 - a. The LLC shall have a President, one or more Vice Presidents, secretary and one or more assistant secretaries who may attest and affix the LLC seal to any documents duly signed by the Manager or an officer of the LLC. They shall also have authority to sign federal, state, and local government tax, escheat, and other routine reports on behalf of the LLC and to certify and deliver copies of the Certificate of Formation and Limited Liability Company Agreement governing the LLC.
 - b. The LLC shall have a treasurer, and may have assistant treasurers, authorized to open and manage bank accounts and short term investments for the LLC.
 - c. The LLC may have such additional officers as the Manager shall direct. Any officer may be appointed or replaced at any time by the Manager.
 - d. Except for those matters specifically reserved in this Limited Liability Company Agreement to the Member, any conveyance, contract, policy statement, power of attorney, or other document whatsoever may be executed on behalf of the LLC by the Manager.

6. **INDEMNITY** – To the full extent permitted by law, the Member Representative, Manager, officers or agents of the LLC shall be indemnified and held harmless by the LLC from and against any and all claims and demands whatsoever arising from their actions on behalf of the LLC or arising from their relationship with the LLC, except for any knowing and intentional breach of the law.
7. **CONFLICT OF INTEREST** – The LLC is intended to do business with parties that include affiliated business entities. In the absence of fraud, no contract, loan or other transaction between the LLC and any affiliated business entity shall be invalidated due to the fact that the LLC is affiliated with an entity with which it is doing business.
8. **CONTRIBUTIONS** – The Member shall not be liable for the debts or other obligations of the LLC and shall have no obligation to make further contributions to the LLC, except as it shall commit itself in writing to do so.
9. **ENTIRE AGREEMENT** – There are no other oral agreements or written amendments to this Limited Liability Company Agreement.
10. **GOVERNING LAW** – this Limited Liability Company Agreement shall be governed by the laws of the State of Delaware and all disputes arising under it shall be resolved before the courts of that state.
11. **EFFECTIVE DATE** – This Limited Liability Company Agreement shall be effective January 26, 2000.

MEMBER

MARATHON OIL COMPANY

By 
Lanny L. Alexander
Member Representative
and Attorney-in-Fact

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "NILES PROPERTIES LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JANUARY, A.D. 2000, AT 4:30 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3166145 8100

001041851

AUTHENTICATION: 0221354

DATE: 01-27-00

CERTIFICATE OF FORMATION
OF
NILES PROPERTIES LLC

1. The name of the limited liability company is Niles Properties LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Niles Properties LLC this 26th day of January, 2000.


Lanny L. Alexander, Authorized Person

**AMENDMENT TO THE
ASSIGNMENT AND ASSUMPTION AGREEMENT**
between
MARATHON OIL COMPANY
and
MARATHON PETROLEUM COMPANY LLC

WHEREAS: Effective as of April 1, 2009, Marathon Oil Company, an Ohio corporation, ("Assignor") assigned and transferred to Marathon Petroleum Company LLC, a Delaware limited liability company ("Assignee"), its 100% membership interest of Niles Properties LLC, a Delaware limited liability company and Hardin Street Logistics LLC ("Hardin"), a Delaware limited liability company and all of its shares of Bonded Oil Company, a Delaware corporation; Starvin Marvin, Inc., a Delaware corporation; Speedway Petroleum Corporation, a Delaware corporation; Marathon Petroleum Company, a Delaware corporation and Marathon Pipe Line Company, a Nevada corporation pursuant to the Contribution Agreement between Assignor and Assignee dated April 1, 2009 and the Assignment and Assumption Agreement between Assignor and Assignee dated April 1, 2009 (the "Assignment").


WHEREAS: Upon further review, it was determined that the value for Hardin reported on Schedule A to the Assignment was incorrect.

WHEREAS: the correct value for Hardin should have been \$11,098,582,78.


NOW THEREFORE, Assignor and Assignee hereby agree that effective as of April 1, 2009, the Amended Schedule A attached hereto as Exhibit A hereby supersedes and replaces Schedule A to the Assignment.

The laws of the State of Delaware shall govern this agreement. All parties agree to subject themselves to the courts of that jurisdiction for resolution of disputes arising under this amendment.

Date: 4/28/09 MARATHON OIL COMPANY

By: 
J. F. Clark
Chief Financial Officer and
Executive Vice President

Date: 4/28/09 MARATHON PETROLEUM COMPANY LLC

By: 
G. R. Heminger
President

AMENDED SCHEDULE A

Effective April 1, 2009

Company	Description	Value
Bonded Oil Company, a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 3 issued March 5, 1991	\$1,000
Hardin Street Logistics LLC, a Delaware limited liability company	100% Membership Interest	\$11,098,582.78
Marathon Petroleum Company, a Delaware corporation	1,000 shares of common stock, with \$1.00 par value per share represented by Certificate Number 2 issued March 5, 1991	\$1,000
Marathon Pipe Line Company, a Nevada corporation	1,000 shares of common stock, \$1.00 par value represented by Certificate Number 4 issued March 5, 1991	\$1,000
Niles Properties, LLC, a Delaware limited liability company	100% Membership Interest	\$346,326.23
Speedway Petroleum Corporation, a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 3 issued March 5, 1991	\$1,000
Starvin Marvin, Inc., a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 2 issued March 5, 1991	\$1,000

**AMENDMENT TO THE
CONTRIBUTION AGREEMENT**
between
MARATHON OIL COMPANY
and
MARATHON PETROLEUM COMPANY LLC

WHEREAS: Effective as of April 1, 2009, Marathon Oil Company, an Ohio corporation, ("Assignor") assigned and transferred to Marathon Petroleum Company LLC, a Delaware limited liability company ("Assignee"), its 100% membership interest of Niles Properties LLC, a Delaware limited liability company and Hardin Street Logistics LLC ("Hardin"), a Delaware limited liability company and all of its shares of Bonded Oil Company, a Delaware corporation; Starvin Marvin, Inc., a Delaware corporation; Speedway Petroleum Corporation, a Delaware corporation; Marathon Petroleum Company, a Delaware corporation and Marathon Pipe Line Company, a Nevada corporation pursuant to the Contribution Agreement between Assignor and Assignee dated April 1, 2009 (the "Contribution Agreement") and the Assignment and Assumption Agreement between Assignor and Assignee dated April 1, 2009 (the "Assignment").

WHEREAS: Upon further review, it was determined that the value for Hardin reported on Schedule A to the Assignment, which was attached as Exhibit A to the Contribution Agreement was incorrect.

WHEREAS: the correct value for Hardin should have been \$11,098,582.78.

NOW THEREFORE, Assignor and Assignee hereby agree that effective as of April 1, 2009, the Amended Schedule A attached hereto as Exhibit A hereby supersedes and replaces Schedule A to the Assignment.

The laws of the State of Delaware shall govern this agreement. All parties agree to subject themselves to the courts of that jurisdiction for resolution of disputes arising under this amendment.

Date: 4/28/09

MARATHON OIL COMPANY

By: _____

J. F. Clark
J. F. Clark
Chief Financial Officer and
Executive Vice President

Date: 4/28/09

MARATHON PETROLEUM COMPANY LLC

By: _____

G. R. Heminger
G. R. Heminger
President

AMENDED SCHEDULE A

Effective April 1, 2009

Company	Description	Value
Bonded Oil Company, a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 3 issued March 5, 1991	\$1,000
Hardin Street Logistics LLC, a Delaware limited liability company	100% Membership Interest	\$11,098,582.78
Marathon Petroleum Company, a Delaware corporation	1,000 shares of common stock, with \$1.00 par value per share represented by Certificate Number 2 issued March 5, 1991	\$1,000
Marathon Pipe Line Company, a Nevada corporation	1,000 shares of common stock, \$1.00 par value represented by Certificate Number 4 issued March 5, 1991	\$1,000
Niles Properties, LLC, a Delaware limited liability company	100% Membership Interest	\$346,326.23
Speedway Petroleum Corporation, a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 3 issued March 5, 1991	\$1,000
Starvin Marvin, Inc., a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 2 issued March 5, 1991	\$1,000

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment"), is made as of April 1, 2009, to Marathon Petroleum Company LLC a Delaware limited liability company (the "Assignee"), by Marathon Oil Company, an Ohio corporation ("Assignor"), as follows:

RECITALS

WHEREAS, pursuant to the Contribution Agreement (the "Contribution Agreement") of even date herewith by and between Assignor and Assignee, Assignor has agreed to assign, and Assignee accepts and assumes all of the membership interests and shares as more fully described and set forth on Schedule A hereto (the "Membership Interests and Shares").

NOW, THEREFORE, the parties hereto hereby agree as follows:

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and in further consideration of Assignee's promises, undertakings and agreements hereinafter set out, Assignor does hereby grant, sell, assign, transfer and convey to Assignee the Membership Interests and Shares.

TO HAVE AND TO HOLD the Membership Interests and Shares unto Assignee, their respective successors and assigns, and Assignor does hereby bind itself, its successors and assigns, to forever warrant and defend title to the Membership Interests and Shares unto Assignee, its respective successors and assigns, against the lawful claims of any and all persons whomsoever. The Assignee hereby assumes and agrees to satisfy all liabilities and to pay, perform and discharge any and all of the obligations and duties accruing after the effective date hereof with respect to the Membership Interests and Shares.

Assignor and Assignee hereby agree to execute any documents required to further evidence or to confirm the assignment and assumption of the Membership Interests and Shares pursuant hereto.

This Assignment may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

The laws of Delaware will govern the construction, interpretation and effect of this Assignment without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Marathon Petroleum Company LLC

Marathon Oil Company

By: 

By: _____

(Signature)

(Signature)

G. R. Heminger

J. F. Clark

(Printed Name)

(Printed Name)

Its: President

Its: Executive Vice President and
Chief Financial Officer

(Title)

(Title)



ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment"), is made as of April 1, 2009, to Marathon Petroleum Company LLC a Delaware limited liability company (the "Assignee"), by Marathon Oil Company, an Ohio corporation ("Assignor"), as follows:

RECITALS

WHEREAS, pursuant to the Contribution Agreement (the "Contribution Agreement") of even date herewith by and between Assignor and Assignee, Assignor has agreed to assign, and Assignee accepts and assumes all of the membership interests and shares as more fully described and set forth on Schedule A hereto (the "Membership Interests and Shares").

NOW, THEREFORE, the parties hereto hereby agree as follows:

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and in further consideration of Assignee's promises, undertakings and agreements hereinafter set out, Assignor does hereby grant, sell, assign, transfer and convey to Assignee the Membership Interests and Shares.

TO HAVE AND TO HOLD the Membership Interests and Shares unto Assignee, their respective successors and assigns, and Assignor does hereby bind itself, its successors and assigns, to forever warrant and defend title to the Membership Interests and Shares unto Assignee, its respective successors and assigns, against the lawful claims of any and all persons whomsoever. The Assignee hereby assumes and agrees to satisfy all liabilities and to pay, perform and discharge any and all of the obligations and duties accruing after the effective date hereof with respect to the Membership Interests and Shares.

Assignor and Assignee hereby agree to execute any documents required to further evidence or to confirm the assignment and assumption of the Membership Interests and Shares pursuant hereto.

This Assignment may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

The laws of Delaware will govern the construction, interpretation and effect of this Assignment without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Marathon Petroleum Company LLC

Marathon Oil Company

By: _____

By: J.F. Clark

(Signature)

(Signature)

G. R. Heminger

J. F. Clark

(Printed Name)

(Printed Name)

Its: President

Its: Executive Vice President and

Chief Financial Officer

(Title)

(Title)



SCHEDULE A

Company	Description	Value
Bonded Oil Company, a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 3 issued March 5, 1991	\$1,000
Hardin Street Logistics LLC, a Delaware limited liability company	100% Membership Interest	\$30,500,000
Marathon Petroleum Company, a Delaware corporation	1,000 shares of common stock, with \$1.00 par value per share represented by Certificate Number 2 issued March 5, 1991	\$1,000
Marathon Pipe Line Company, a Nevada corporation	1,000 shares of common stock, \$1.00 par value represented by Certificate Number 4 issued March 5, 1991	\$1,000
Niles Properties, LLC, a Delaware limited liability company	100% Membership Interest	\$346,326.23
Speedway Petroleum Corporation, a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 3 issued March 5, 1991	\$1,000
Starvin Marvin, Inc., a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 2 issued March 5, 1991	\$1,000

CONTRIBUTION AGREEMENT
between
MARATHON OIL COMPANY
and
MARATHON PETROLEUM COMPANY LLC

Effective as of April 1, 2009, Marathon Oil Company, an Ohio corporation, (“Assignor”) agrees to assign and transfer to Marathon Petroleum Company LLC, a Delaware limited liability company (“Assignee”), its 100% membership interests of Niles Properties LLC (“Niles”), a Delaware limited liability company and Hardin Street Logistics LLC (“Hardin”), a Delaware limited liability company (the “Membership Interests”) and all of its shares of Bonded Oil Company, a Delaware corporation (“Bonded”); Starvin Marvin, Inc., a Delaware corporation (“SMI”); Speedway Petroleum Corporation, a Delaware corporation (“SPC”); Marathon Petroleum Company, a Delaware corporation (“MPC”) and Marathon Pipe Line Company, a Nevada corporation (“Marathon Pipe Line”) as more fully described and set forth on Schedule A hereto (the “Membership Interests and Shares”).

Assignor covenants that (1) its assignment and transfer of the Membership Interests and Shares to Assignee has been duly authorized and approved by all necessary corporate proceedings; (2) Assignor will deliver a duly executed Assignment and Assumption Agreement in the form attached hereto as Exhibit A in respect of the Membership Interests and Shares to the Assignee; and (3) Assignor has good and marketable title to the Membership Interests and Shares.

Assignee covenants that on or prior to the effective date of April 1, 2009, (1) its receipt and acceptance of the Membership Interests and Shares from Assignor will be duly authorized and approved by all necessary corporate proceedings and (2) that it has reviewed and is familiar with the financial statements and existing contracts of Niles, Hardin, Bonded, SMI, SPC, MPC and Marathon Pipe Line.

Assignee agrees to pay consideration to Assignor of approximately \$1.00 in exchange for the Membership Interests and Shares.

The parties agree to cooperate fully with each other to prepare and execute those documents so as to give full effect to this agreement.

[Remainder of page intentionally blank]

The laws of the State of Delaware shall govern this agreement. All parties agree to subject themselves to the courts of that jurisdiction for resolution of disputes arising under this assignment.

Date: _____ **MARATHON OIL COMPANY**

By: J.F. Clark
J. F. Clark
Chief Financial Officer and
Executive Vice President



Date: _____ **MARATHON PETROLEUM COMPANY LLC**

By: _____
G. R. Heminger
President



The laws of the State of Delaware shall govern this agreement. All parties agree to subject themselves to the courts of that jurisdiction for resolution of disputes arising under this assignment.

Date: _____ **MARATHON OIL COMPANY**

By: _____
J. F. Clark
Chief Financial Officer and
Executive Vice President



Date: _____ **MARATHON PETROLEUM COMPANY LLC**

By: _____
G. R. Heminger
President



ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment"), is made as of April 1, 2009, to Marathon Petroleum Company LLC a Delaware limited liability company (the "Assignee"), by Marathon Oil Company, an Ohio corporation ("Assignor"), as follows:

RECITALS

WHEREAS, pursuant to the Contribution Agreement (the "Contribution Agreement") of even date herewith by and between Assignor and Assignee, Assignor has agreed to assign, and Assignee accepts and assumes all of the membership interests and shares as more fully described and set forth on Schedule A hereto (the "Membership Interests and Shares").

NOW, THEREFORE, the parties hereto hereby agree as follows:

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and in further consideration of Assignee's promises, undertakings and agreements hereinafter set out, Assignor does hereby grant, sell, assign, transfer and convey to Assignee the Membership Interests and Shares.

TO HAVE AND TO HOLD the Membership Interests and Shares unto Assignee, their respective successors and assigns, and Assignor does hereby bind itself, its successors and assigns, to forever warrant and defend title to the Membership Interests and Shares unto Assignee, its respective successors and assigns, against the lawful claims of any and all persons whomsoever. The Assignee hereby assumes and agrees to satisfy all liabilities and to pay, perform and discharge any and all of the obligations and duties accruing after the effective date hereof with respect to the Membership Interests and Shares.

Assignor and Assignee hereby agree to execute any documents required to further evidence or to confirm the assignment and assumption of the Membership Interests and Shares pursuant hereto.

This Assignment may be executed in counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

The laws of Delaware will govern the construction, interpretation and effect of this Assignment without giving effect to any conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

Marathon Petroleum Company LLC

Marathon Oil Company

By:

By:

(Signature)(Signature)G. R. HemingerJ. F. Clark(Printed Name)(Printed Name)

Its:

Its:

PresidentExecutive Vice President and
Chief Financial Officer(Title)(Title)

SCHEDULE A

Company	Description	Value
Bonded Oil Company, a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 3 issued March 5, 1991	\$1,000
Hardin Street Logistics LLC, a Delaware limited liability company	100% Membership Interest	\$30,500,000
Marathon Petroleum Company, a Delaware corporation	1,000 shares of common stock, with \$1.00 par value per share represented by Certificate Number 2 issued March 5, 1991	\$1,000
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Niles Properties, LLC, a Delaware limited liability company	100% Membership Interest	\$346,326.23
Speedway Petroleum Corporation, a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 3 issued March 5, 1991	\$1,000
Starvin Marvin, Inc., a Delaware corporation	100 shares of common stock, without par value represented by Certificate Number 2 issued March 5, 1991	\$1,000

NILES PROPERTIES LLC

CERTIFICATION

October 31, 2017

I, Shane T. Pfeiderer, Secretary of Niles Properties LLC, a Delaware limited liability company (the "Company"), on behalf of the Company and not in my individual capacity, hereby certify that to the best of my knowledge, all of the issued and outstanding membership interests of the Company is owned, directly, by Marathon Petroleum Company LP, a Delaware limited partnership, as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of the Company as of the date first written above.

NILES PROPERTIES LLC



Shane T. Pfeiderer
Secretary