

Date

[Name of Person]  
[Address of Person]

Re: Confidentiality Agreement

Dear \_\_\_\_\_:

In connection with the evaluation by you (the "Recipient") of the financial suitability of Buckeye Energy Services LLC ("BES") as a customer, BES has agreed to provide the Recipient with certain financial information concerning the business and finances of BES. As a condition to BES furnishing such information to the Recipient, the parties hereto agree to comply with the terms and conditions set forth below.

1. Confidential Material.

(a) As used herein, the term "Confidential Material" shall include all financial information furnished by BES from time to time after the date hereof to the Recipient for the Recipient's evaluation of the financial suitability of BES as a customer.

(b) The Recipient shall use the Confidential Material solely for the Recipient's evaluation of the financial suitability of BES as a customer and will not use any such Confidential Material for any other purpose. The Recipient shall take reasonable steps to ensure that the Confidential Material is kept confidential and ensure that unauthorized persons do not gain access thereto; provided, however, that such Confidential Material may be disclosed to those employees and officers of the Recipient who have a need to know such information in connection with their evaluation of the financial suitability of BES; and further provided that the Recipient shall be responsible for any breach of this Confidentiality Agreement by such persons.

2. Securities Law Considerations. BES is a wholly-owned subsidiary of Buckeye Partners, L.P., a publicly traded company. Recipient hereby acknowledges that it is aware 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.

3. Term. The obligations of the Recipient under this Confidentiality Agreement shall continue so long as Recipient is in possession of any Confidential Material.

4. Remedies. The Recipient acknowledges that (a) the provisions of this Confidentiality Agreement are reasonable and necessary to protect the legitimate interests of BES, (b) any violations of this Confidentiality Agreement will result in irreparable injury to BES and that damages at law would not be reasonable or adequate compensation to BES for a violation of this Confidentiality Agreement and (c) BES shall be entitled, in addition to any other right or remedy available, to the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Confidentiality Agreement. The parties further agree

that no bond or other security shall be required in obtaining such equitable relief and each party hereby consents to the issuance of such injunction and to the ordering of specific performance. This section shall not preclude any other remedies of the nonbreaching party for breach of this Confidentiality Agreement in law or in equity.

5. Assignment; Amendment. This Confidentiality Agreement is not assignable without the prior written consent of the other party and the terms and conditions of this Confidentiality Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. It is further understood and agreed that this Confidentiality Agreement may not be amended except by an instrument signed by each of the parties hereto.

6. Governing Law; Severability. This Confidentiality Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without giving effect to any conflict of laws provisions. In the event that a court of competent jurisdiction determines that any portion of this Confidentiality Agreement is unreasonable because of its term or scope, or for any other reason, the parties agree that such court may reform such provision so that it is reasonable under the circumstances and that such provision, as reformed, shall be enforceable.

If the foregoing accurately reflects our agreement with respect to the confidentiality to be maintained with respect to the Confidential Material, please so indicate by signing in the space provided below.

Very truly yours,

**BUCKEYE ENERGY SERVICES LLC**

By: \_\_\_\_\_  
Name:  
Title:

APPROVED AND ACCEPTED:

Company Name (if any):

By: \_\_\_\_\_  
Name:  
Title (if any):

Date: \_\_\_\_\_