UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 6, 2019

MPLX LP
(Exact name of registrant as specified in its charter)

Delaware	001-35714	27-0005456
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

200 E. Hardin Street, Findlay, Ohio	45840
(Address of Principal Executive Offices)	(Zip Code)

(419) 421-2414
Registrant's telephone number, including area code

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common Units Representing Limited Partnership Interests	**MPLX**	**New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On September 6, 2019, Andeavor Logistics LP ("ANDX"), a wholly owned subsidiary of MPLX LP (the "Issuer"), Tesoro Logistics Finance Corp. ("Finance Corp."), a wholly owned subsidiary of the Issuer, and U.S. Bank National Association, as trustee (the "Trustee"), entered into certain supplemental indentures (the "Supplemental Indentures") respecting ANDX's and Finance Corp.'s outstanding 6.250% Senior Notes due 2022, 3.500% Senior Notes due 2022, 6.375% Senior Notes due 2024, 5.250% Senior Notes due 2025, 4.250% Senior Notes due 2027, and 5.200% Senior Notes due 2047 (collectively, the "ANDX Notes"). The Supplemental Indentures were entered into following ANDX's and Finance Corp.'s receipt of the requisite consents of the holders of the ANDX Notes pursuant to consent solicitations in respect of certain amendments to the indentures governing the ANDX Notes that commenced on August 22, 2019 (the "Consent Solicitations"). The Supplemental Indentures eliminate most of the restrictive and reporting covenants and certain default provisions respecting the ANDX Notes. The Supplemental Indentures are effective upon execution but will only become operative upon the closing of the Consent Solicitations and related exchange offers.

The foregoing descriptions of the Supplemental Indentures do not purport to be complete and are qualified in their entirety by reference to the full text of the Supplemental Indentures, copies of which are filed as Exhibits 4.1, 4.2, 4.3 and 4.4 to this Form 8-K and are incorporated herein by reference.

Item 8.01 Other Events.

The Issuer is filing herewith the following exhibits to its Registration Statement on FormS-3 (Registration No. 333-220267):

1. Underwriting Agreement, dated as of September 4, 2019, among the Issuer, MPLX GP LLC, the general partner of the Issuer, and each of Citigroup Global Markets Inc., Barclays Capital Inc. and RBC Capital Markets, LLC, acting as representatives of the several underwriters named therein;
2. Fifteenth Supplemental Indenture, dated as of September 9, 2019, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee;
3. Sixteenth Supplemental Indenture, dated as of September 9, 2019, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee; and
4. Opinion of Jones Day.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
1.1	Underwriting Agreement, dated as of September 4, 2019, among the Issuer, MPLX GP LLC, the general partner of the Issuer, and each of Citigroup Global Markets Inc., Barclays Capital Inc. and RBC Capital Markets, LLC, acting as representatives of the several underwriters named therein
4.1	Sixth Supplemental Indenture, dated as of September 6, 2019, to Indenture dated as of October 29, 2014, among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), Tesoro Logistics Finance Corp. and U.S. Bank National Association, as Trustee
4.2	Fourth Supplemental Indenture, dated as of September 6, 2019, to Indenture dated as of May 12, 2016, among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), Tesoro Logistics Finance Corp. and U.S. Bank National Association, as Trustee
4.3	Fourth Supplemental Indenture, dated as of September 6, 2019, to Indenture dated as of December 2, 2016, among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), Tesoro Logistics Finance Corp. and U.S. Bank National Association, as Trustee
4.4	Second Supplemental Indenture, dated as of September 6, 2019, to Indenture dated as of November 28, 2017, among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), Tesoro Logistics Finance Corp. and U.S. Bank National Association, as Trustee
4.5	Fifteenth Supplemental Indenture, dated as of September 9, 2019, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee (including form of note)
4.6	Sixteenth Supplemental Indenture, dated as of September 9, 2019, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee (including form of note)
5.1	Opinion of Jones Day
23.1	Consent of Jones Day (included in Exhibit 5.1)
104	Cover Page Interactive Data file (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MPLX LP

By: MPLX GP LLC, its General Partner

Date: September 9, 2019

By: /s/ Molly R. Benson
Name: Molly R. Benson
Title: Vice President, Chief Securities, Governance & Compliance Officer and Corporate Secretary

Exhibit 1.1

EXECUTION VERSION

MPLX LP

as Issuer,

and

MPLX GP LLC

as General Partner,

$1,000,000,000 FLOATING RATE SENIOR NOTES DUE 2021

$1,000,000,000 FLOATING RATE SENIOR NOTES DUE 2022

UNDERWRITING AGREEMENT

September 4, 2019

September 4, 2019

To the Representatives named in Schedule I hereto
for the Underwriters named in Schedule II hereto

Ladies and Gentlemen:

MPLX LP, a Delaware limited partnership (the "**Partnership**"), proposes to issue and sell to the several underwriters named in Schedule II hereto (the "**Underwriters**"), for whom you are acting as representatives (the "**Representatives**"), the aggregate principal amount of its debt securities identified in Schedule I hereto (collectively, the "**Securities**"), to be issued under the senior indenture, dated as of February 12, 2015, as supplemented by the First Supplemental Indenture, dated as of February 12, 2015, the Second Supplemental Indenture, dated as of December 22, 2015, the Third Supplemental Indenture, dated as of December 22, 2015, the Fourth Supplemental Indenture, dated as of December 22, 2015, the Fifth Supplemental Indenture, dated as of December 22, 2015, the Sixth Supplemental Indenture, dated as of February 10, 2017, the Seventh Supplemental Indenture, dated as of February 10, 2017, the Eighth Supplemental Indenture, dated as of February 8, 2018, the Ninth Supplemental Indenture, dated as of February 8, 2018, the Tenth Supplemental Indenture, dated as of February 8, 2018, the Eleventh Supplemental Indenture, dated as of February 8, 2018, the Twelfth Supplemental Indenture, dated as of February 8, 2018, the Thirteenth Supplemental Indenture, dated as of November 15, 2018, and the Fourteenth Supplemental Indenture, dated as of November 15, 2018 (as so supplemented, the "**Base Indenture**"), in each case, between the Partnership and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "**Trustee**"). Certain terms of the Securities will be established pursuant to one or more supplemental indentures (each, a "**Supplemental Indenture**") delivered pursuant to the Base Indenture (such Supplemental Indentures, together with the Base Indenture, the "**Indenture**").

The Partnership has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-3 (the file number of which is set forth in Schedule I hereto), including a prospectus relating to securities (the "**Shelf Securities**"), including the Securities, to be issued from time to time thereunder by the Partnership. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement**," and the related prospectus covering the Shelf Securities dated August 30, 2017 in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Partnership to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Basic Prospectus**." The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Securities in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Partnership to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Prospectus**," and the term "**preliminary prospectus**" means any preliminary form of

the Prospectus. For purposes of this Agreement, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**Time of Sale Prospectus**" means the documents set forth opposite the caption "Time of Sale Prospectus" in Schedule I hereto. As used herein, the terms "Registration Statement," "Basic Prospectus," "preliminary prospectus," "Time of Sale Prospectus" and "Prospectus" shall include the documents incorporated by reference therein (the "**Incorporated Documents**"). The terms "**supplement**," "**amendment**," and "**amend**" as used herein with respect to the Registration Statement, the Basic Prospectus, the Time of Sale Prospectus, any preliminary prospectus or the Prospectus shall include all documents subsequently filed by the Partnership with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein. "**Time of Sale**" means 3:25 p.m. (New York City time) on the date of this Agreement.

1. *Representations and Warranties*. The Partnership and MPLX GP LLC, a Delaware limited liability company (the "**General Partner**"), jointly and severally represent and warrant to, and agree with, you that:

(a) The Registration Statement has become effective under the Securities Act; no stop order suspending the effectiveness of the Registration Statement under the Securities Act is in effect, and no proceedings for such purpose are pending before or, to the knowledge of the Partnership or the General Partner, threatened by the Commission. The Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act and the Partnership is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement, and the Partnership has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Registration Statement, the Time of Sale Prospectus or the Prospectus complied or will comply, as the case may be, when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement, as of the date hereof, complies, and the Prospectus, as of its date, will comply, and the Registration Statement and the Prospectus, as amended or supplemented,

if applicable, will comply, as of the Closing Date (as defined in Section 4), in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Time of Sale Prospectus does not, and at the time of each sale of the Securities in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date, the Time of Sale Prospectus, as then amended or supplemented by the Partnership, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vi) each free writing prospectus (including any electronic roadshow), when considered together with the Time of Sale Prospectus, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (vii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Registration Statement, the Time of Sale Prospectus or the Prospectus based upon information relating to any Underwriter furnished to the Partnership in writing by such Underwriter through the Representatives expressly for use therein.

(c) The Partnership is not an "ineligible issuer" in connection with the offering of the Securities pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Partnership is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Partnership has filed, or is required to file, in connection with the offering of the Securities pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Partnership complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule I hereto, and electronic road shows, if any, each furnished to you before first use, the Partnership has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) Each of the Partnership and the General Partner has been duly formed, is validly existing as a limited partnership or a limited liability company, as the case may be, in good standing under the laws of the State of Delaware, has the limited partnership or limited liability company, as the case may be, power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and the Prospectus and, with respect to the General Partner, to act as the general partner of the Partnership, and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the consolidated financial position or results of operations of the Partnership and its subsidiaries, taken as a whole (a "**Material Adverse Effect**").

(e) The General Partner is the sole general partner of the Partnership; the General Partner owns a general partner interest in the Partnership; such general partner interest is duly authorized by the Fifth Amended and Restated Agreement of Limited Partnership of the Partnership (the "**Partnership Agreement**"), and was validly issued to or acquired by the General Partner and the General Partner owns such general partner interest free and clear of any lien, encumbrance, security interest, equity or charge (except for such liens, encumbrances, security interests, equities or charges as are not, individually or in the aggregate, material to such ownership).

(f) Each subsidiary of the Partnership which is a significant subsidiary as defined in Rule1-02(w) of Regulation S-X (as of December 31, 2018 (each a "**Significant Subsidiary**")) (x) has been duly formed and is validly existing in good standing under the laws of the jurisdiction of its formation, (y) has the corporate, limited liability company, limited partnership, partnership or other entity power and authority to own its property and to conduct its business as described in the Time of Sale Prospectus and the Prospectus and (z) is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect.

(g) This Agreement has been duly authorized, executed and delivered by, and is a valid and binding instrument of the Partnership and the General Partner.

(h) The Partnership Agreement has been duly authorized, executed and delivered by, and is a valid and binding instrument of, the General Partner, enforceable against the General Partner in accordance with its terms, except as the enforceability thereof is subject to the effects of (i) any applicable bankruptcy, insolvency, reorganization,

moratorium, fraudulent conveyance or transfer or other laws relating to or affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) any implied covenants of good faith and fair dealing.

(i) The Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will be valid and binding obligations of the Partnership, in each case enforceable against the Partnership in accordance with their respective terms, except as the enforceability thereof is subject to the effects of (i) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer or other laws relating to or affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) any implied covenants of good faith and fair dealing; the Securities will be entitled to the benefits of the Indenture, and the Securities and the Indenture will conform in all material respects to the respective descriptions thereof in the Time of Sale Prospectus and the Prospectus.

(j) The Base Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and each of the Base Indenture and each Supplemental Indenture has been duly authorized and, on the Closing Date, will have been duly executed and delivered by, and thereupon, after execution thereof by the Trustee, the Indenture will be a valid and binding instrument of the Partnership, enforceable against the Partnership in accordance with its terms, except as the enforceability thereof is subject to the effects of (i) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer or other laws relating to or affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) any implied covenants of good faith and fair dealing.

(k) The execution and delivery by the Partnership and the General Partner of, and the performance by each of the Partnership and the General Partner of its obligations under, this Agreement, the Indenture and the Securities, as applicable, will not contravene any provision of applicable law, the certificate of formation or the limited liability company agreement of the General Partner, the certificate of limited partnership or the Partnership Agreement of the Partnership or any agreement, indenture or other instrument binding upon the Partnership, the General Partner or their respective subsidiaries that is material to the Partnership and its subsidiaries, taken as a whole, or any judgment, order or decree of any governmental body, agency or court

having jurisdiction over the Partnership, the General Partner or the Significant Subsidiaries, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency that has not already been obtained is required for the performance by the Partnership or the General Partner of its obligations under this Agreement, the Indenture or the Securities, except such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Securities.

(l) None of the Partnership, the General Partner or any of the Partnership's subsidiaries is in violation of its certificate of formation, certificate of limited partnership or other constitutive document or in default under any agreement, indenture or instrument, which default could reasonably be expected to have a Material Adverse Effect and no event or condition has occurred or exists which, with the giving of notice or the lapse of time or both, would result in any such violation or default which could reasonably be expected to have a Material Adverse Effect. Except as described in the Time of Sale Prospectus and the Prospectus, none of the Partnership, the General Partner or any of the Partnership's subsidiaries is in violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject, which violation could reasonably be expected to have a Material Adverse Effect.

(m) There has not occurred any material adverse change, or any development involving a material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Partnership and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus and the Prospectus.

(n) There are no legal or governmental investigations or proceedings pending or, to the knowledge of the Partnership or the General Partner, threatened to which the Partnership, the General Partner or any of the Partnership's subsidiaries is a party or to which any of the properties of the Partnership, the General Partner or any of the Partnership's subsidiaries is subject, that would be required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus and are not so described or any statutes, regulations, contracts or other documents that would be required to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(o) To the Partnership's and the General Partner's knowledge, PricewaterhouseCoopers LLP, who has certified the financial statements of the Partnership and its consolidated subsidiaries and delivered its report with respect to the audited consolidated financial statements and schedules included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus, is an independent public accountant with respect to the Partnership within the meaning of the Securities Act.

(p) Each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(q) Neither the Partnership nor the General Partner is, nor immediately after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Time of Sale Prospectus and the Prospectus will be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(r) The Partnership and its subsidiaries (i) are in compliance with all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety (with respect to hazardous or toxic substances) or the environment, including with respect to releases of hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) possess all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(s) None of the Partnership, the General Partner or any of the Partnership's subsidiaries or, to the knowledge of the Partnership or the General Partner, any director, officer, agent, employee or affiliate of the Partnership or the General Partner or any of the Partnership's subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation or a sanction for violation by such persons of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other jurisdiction in which the Partnership or the General Partner and the Partnership's subsidiaries conduct business, or the rules and regulations thereunder; and the Partnership, the General Partner and the Partnership's subsidiaries have instituted and maintain policies and procedures designed to ensure compliance therewith. No part of the proceeds of the offering will be used, directly or indirectly, in violation of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act of 2010, each as may be amended, or similar law of any other jurisdiction in which the Partnership, the General Partner and the Partnership's subsidiaries conduct business, or the rules and regulations thereunder.

(t) The operations of the Partnership, General Partner and the Partnership's subsidiaries are and have been conducted at all times in compliance in all material respects with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Partnership, the General Partner and the Partnership's subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Partnership, the General Partner or any of the Partnership's subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Partnership or the General Partner, threatened.

(u) (i) None of the Partnership, the General Partner or any of the Partnership's subsidiaries, or to the Partnership's or General Partner's knowledge, any director, officer, employee, agent, affiliate or representative of the Partnership or the General Partner or any of the Partnership's subsidiaries, is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control or other relevant sanctions authority (collectively, "**Sanctions**"), nor

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine).

(ii) Neither the Partnership nor the General Partner will, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(iii) The Partnership, the General Partner and the Partnership's subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not knowingly engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(v) The Partnership and each of its subsidiaries have filed all federal, state, local and foreign tax returns required to be filed through the date of this Agreement or have requested extensions thereof and have paid all taxes required to be paid thereon (except where the failure to file or pay could not reasonably be expected to have a Material Adverse Effect, or, except as currently being contested in good faith and for which adequate reserves required by U.S. generally accepted accounting principles ("**U.S. GAAP**") have been created in the financial statements of the Partnership), and no tax deficiency has been determined adversely to the Partnership or any of its subsidiaries which has had (nor does the Partnership nor any of its subsidiaries have any notice or knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Partnership or its subsidiaries and which could reasonably be expected to have) a Material Adverse Effect (except as currently being contested in good faith and for which adequate reserves required by U.S. GAAP have been created in the financial statements of the Partnership).

(w) The Partnership and its subsidiaries, taken as a whole, maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Time of Sale Prospectus and the Prospectus, since the end of the Partnership's most recent audited fiscal year, there has been (i) no material weakness in the Partnership's internal control over financial reporting (whether or not remediated) and (ii) no change in the Partnership's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Partnership's internal control over financial reporting.

(x) The interactive data in eXtensible Business Reporting Language or Inline eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement and the Prospectus fairly presents the information called for in all material respects and has been prepared in all material respects in accordance with the Commission's rules and guidelines applicable thereto.

2. *Agreements to Sell and Purchase.* The Partnership hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Partnership the respective principal amounts of Securities set forth in Schedule II hereto opposite its name at the purchase price for the applicable series of Securities set forth in Schedule I hereto.

3. *Public Offering.* You have advised the Partnership that the Underwriters propose to make a public offering of the Securities purchased by the Underwriters hereunder as soon as practicable after the execution and delivery of this Agreement.

4. *Payment and Delivery*. Payment for the Securities shall be made to the Partnership in Federal or other funds immediately available in New York City on the closing date and time set forth in Schedule I hereto, or at such other time on the same or such other date, not later than the third business day thereafter may be designated in writing by you. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

Payment for the Securities shall be made against delivery to you on the Closing Date for the respective accounts of the several Underwriters of the Securities registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date, with any transfer taxes payable in connection with the transfer of the Securities to the Underwriters duly paid.

5. *Conditions to the Underwriters' Obligations.* The several obligations of the Underwriters to purchase and pay for the Securities on the Closing Date are subject to the following conditions:

(a) The representations and warranties of the Partnership and the General Partner contained herein are true and correct on the date hereof, as of the Time of Sale and as of the Closing Date, and each of the Partnership and the General Partner shall have complied with all agreements and all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date.

(b) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review, with possible negative implications, of the rating accorded any of the debt securities of the Partnership by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act.

(c) Since the respective dates as of which information is given in the Time of Sale Prospectus, there shall not have been any material change in the partnership interests in the Partnership or the long-term debt of the Partnership or any of its subsidiaries or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, business, financial position, equity or results of operations of the Partnership and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Time of Sale Prospectus and the Prospectus (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement), the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering or the delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus and the Prospectus.

(d) The Representatives shall have received on and as of the Closing Date a certificate of an officer of the General Partner reasonably satisfactory to you with respect to the matters set forth in Sections 5(a) and 5(b) and to the further effect that there has not occurred any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, business, financial position, equity or results of operations of the Partnership and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Time of Sale Prospectus and the Prospectus.

(e) The Underwriters shall have received on the Closing Date an opinion of Jones Day, outside counsel for the Partnership and the General Partner, dated the Closing Date, in form and substance reasonably satisfactory to the Underwriters.

(f) The Underwriters shall have received on the Closing Date an opinion of Richards, Layton & Finger, P.a., special Delaware counsel for the Partnership and the General Partner, dated the Closing Date, in form and substance reasonably satisfactory to the Underwriters.

(g) The Underwriters shall have received on the Closing Date an opinion of Cravath, Swaine & Moore LLP, counsel for the Underwriters, dated the Closing Date, in form and substance reasonably satisfactory to the Underwriters.

(h) On the date of this Agreement and on the Closing Date, PricewaterhouseCoopers LLP shall have furnished to you letters dated such dates, in form and substance reasonably satisfactory to the Underwriters and PricewaterhouseCoopers LLP, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement, the Time of Sale Prospectus and the Prospectus relating to the Partnership; *provided* that the letter delivered on the Closing Date shall use a"cut-off" date no more than three business days prior to such Closing Date.

(i) On the date of this Agreement and on the Closing Date, Ernst & Young LLP shall have furnished to you letters dated such dates, in form and substance reasonably satisfactory to the Underwriters and Ernst & Young LLP, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information through March 31, 2019 contained in or incorporated by reference into the Registration Statement, the Time of Sale Prospectus and the Prospectus relating to Andeavor Logistics LP; *provided* that the letter delivered on the Closing Date shall use a"cut-off" date no more than three business days prior to such Closing Date.

(j) On the date of this Agreement and on the Closing Date, PricewaterhouseCoopers LLP shall have furnished to you letters dated such dates, in form and substance reasonably satisfactory to the Underwriters and PricewaterhouseCoopers LLP, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information beginning on April 1, 2019 contained in or incorporated by reference into the Registration Statement, the Time of Sale Prospectus and the Prospectus relating to Andeavor Logistics LP; *provided* that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to such Closing Date.

(k) On the date of this Agreement and on the Closing Date, the Partnership shall have furnished to the Representatives a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its chief financial or accounting officer with respect to certain financial data contained in or incorporated by reference in each of the Time of Sale Prospectus and the Prospectus, in form and substance reasonably satisfactory to the Representatives.

6. *Covenants of the Partnership and the General Partner.* The Partnership and the General Partner jointly and severally covenant with each Underwriter as follows:

(a) To furnish to you in New York City, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding

the date of this Agreement, a signed copy (which may be electronic) of the Registration Statement (without exhibits thereto) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) From the date hereof to the Closing Date, before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and, unless such filing is required under applicable laws and regulations, not to file any such proposed amendment or supplement to which you reasonably object.

(c) From the date hereof to the Closing Date, to furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Partnership or the General Partner and not to use or refer to any proposed free writing prospectus to which you reasonably object.

(d) Not to take any action that would result in an Underwriter, the Partnership or the General Partner being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Securities at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition shall exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances at the time of such delivery, not misleading, or if, in the reasonable opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Securities as in the reasonable opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is required by law to be delivered

in connection with sales by an Underwriter or dealer, any event shall occur or condition shall exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) under the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request and to continue such qualification in effect so long as reasonably required for distribution of the Securities; *provided* that in connection therewith neither the Partnership nor the General Partner shall be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction or to subject itself to taxation in any jurisdiction.

(h) During the period beginning on the date hereof and continuing to and including the business day following the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any debt securities of or guaranteed by the Partnership which are substantially similar to the Securities.

(i) To use the net proceeds received by the Partnership from the sale of the Securities pursuant to this Agreement in the manner specified in the Time of Sale Prospectus and the Prospectus under the caption "Use of Proceeds."

(j) To make generally available to the Partnership's securityholders and to you as soon as practicable an earnings statement covering a period of at least twelve months beginning with the first fiscal quarter of the Partnership occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(k) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limiting the generality of the

foregoing, all costs and expenses (including reasonable fees and expenses of the Partnership's and the General Partner's counsel and accountants) (i) incident to the preparation, issuance, execution, authentication and delivery of the Securities, including any expenses of the Trustee, and any taxes payable by the Partnership or the General Partner in connection therewith, (ii) incident to the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Partnership or the General Partner (including in each case all exhibits, amendments and supplements to any of the foregoing, including the filing fees payable to the Commission relating to the Securities (within the time required by Rule 456(b)(1) under the Securities Act, if applicable), all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified), (iii) incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Underwriters may designate (including reasonable fees and disbursements of counsel for the Underwriters associated therewith, which fees and expenses shall not exceed $10,000), (iv) incurred in connection with the printing (including word processing and duplication costs) and delivery of this Agreement, the Indenture, any Blue Sky memoranda relating to the offer and sale of the Securities and the furnishing to Underwriters of copies of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus and the Prospectus, including mailing and shipping, as herein provided, (v) payable to the Underwriters incurred in connection with the review and qualification of the offering of the Securities by the Financial Industry Regulatory Authority, if applicable, (vi) payable to the rating agencies in connection with the rating of the Securities and (vii) incurred by the Partnership or the General Partner in connection with a "road show" presentation to potential investors. For the avoidance of doubt, except as provided in this Section, Section 8 entitled "Indemnity and Contribution" and the last paragraph of Section 10, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel and any advertising expenses connected with any offers they may make.

(l) To prepare a final term sheet relating to the offering of the Securities, containing only information that describes the final terms of the Securities or the offering in a form consented to by the Representatives, and to file such final term sheet within the period required by Rule 433(d)(5)(ii) under the Securities Act on or following the date the final terms have been established for the offering of the Securities.

(m) Not to take any action prohibited by Regulation M under the Exchange Act in connection with the distribution of the Securities contemplated hereby.

(n) To pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1) under the Securities Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Securities Act.

7. *Covenants of the Underwriters*. Each Underwriter covenants with the Partnership and the General Partner not to take any action that would result in the Partnership being required to file with the Commission under Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed thereunder, but for the action of such Underwriter.

8. *Indemnity and Contribution*. (a) The Partnership and the General Partner agree, jointly and severally, to indemnify and hold harmless each Underwriter, the directors, officers and employees of each Underwriter, and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any out-of-pocket legal fees or other expense reasonably incurred in connection with defending or investigating any such action or claim) (i) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) caused by any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, the Time of Sale Prospectus or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act (including any electronic roadshow), any Partnership or General Partner information that the Partnership or the General Partner has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, or the Prospectus or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except, in each case, insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Underwriter furnished to the Partnership or the General Partner in writing by any Underwriter through you expressly for use therein.

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Partnership and the General Partner and their respective directors, their respective officers who sign the Registration Statement and each person, if any, who controls the Partnership or the General Partner within the meaning of either

Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Partnership and the General Partner to such Underwriter, but only to the extent that such untrue statement or omission or alleged untrue statement or omission was made in the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, any issuer free writing prospectus (including any electronic roadshow) or the Prospectus or any amendment or supplement thereto in reliance upon and in conformity with written information furnished to the Partnership or the General Partner by such Underwriter through you expressly for use therein; and will reimburse the Partnership and the General Partner for any out-of-pocket legal fees or other expense reasonably incurred by the Partnership or the General Partner in connection with investigating or defending any such action or claim.

(c) In case any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or (b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representatives, in the case of parties indemnified pursuant to Section 8(a), and by the Partnership and the General Partner, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any

loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (ii) does not include a statement as to or an admission of fault, culpability or failure to act, by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or (b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Partnership and the General Partner on the one hand and the Underwriters on the other hand from the offering of the Securities or (ii) if the allocation provided by clause (d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (d)(i) above but also the relative fault of the Partnership and the General Partner on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Partnership and the General Partner on the one hand and the Underwriters on the other hand in connection with the offering of the Securities shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Securities (before deducting expenses) received by the Partnership and the General Partner and the total underwriting discounts and commissions received by the Underwriters bear to the aggregate initial public offering price of the Securities as set forth in the Prospectus. The relative fault of the Partnership and the General Partner on the one hand and the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Partnership and the General Partner or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Underwriters' respective obligations to contribute pursuant to this Section 8 are several in proportion to the respective principal amount of Securities they have purchased hereunder, and not joint.

(e) The Partnership and the General Partner and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations and warranties of the Partnership and the General Partner contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or by or on behalf of the Partnership, the General Partner, their respective officers or directors or any person controlling the Partnership or the General Partner and (iii) acceptance of and payment for any of the Securities.

9. *Termination*. The Underwriters may terminate this Agreement by notice given by you to the Partnership, if after the execution and delivery of this Agreement and prior to the Closing Date (a) trading generally shall have been suspended or materially limited on, or by, as the case may be, the New York Stock Exchange, (b) trading of any securities of the Partnership shall have been suspended on any exchange or in any over-the-counter market, (c) a general moratorium on commercial banking activities in New York shall have been declared by Federal or New York State authorities or (d) there shall have occurred (i) any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis or (ii) a material disruption in securities settlement, payment or clearance services in the United States or other relevant jurisdiction shall have occurred that, in your judgment, is material and adverse and which, singly or together with any other event specified in this clause (d), makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

10. *Effectiveness; Defaulting Underwriters*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If, on the Closing Date, any one or more of the Underwriters shall fail or refuse to purchase Securities that it or they have agreed to purchase hereunder on such date, and the aggregate principal amount of Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate principal amount of the Securities to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the principal amount of Securities set forth opposite their respective names in Schedule II bears to the aggregate principal amount of Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Representatives may specify, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; *provided* that in no event shall the principal amount of Securities that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one-tenth of such principal amount of Securities without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Securities which it or they have agreed to purchase hereunder on such date and the aggregate principal amount of Securities with respect to which such default occurs is more than one-tenth of the aggregate principal amount of Securities to be purchased on such date, and arrangements reasonably satisfactory to the Representatives, the Partnership and the General Partner for the purchase of such Securities are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter, the Partnership or the General Partner. In any such case either the Representatives, the Partnership or the General Partner shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

If this Agreement shall be terminated by the Underwriters, or any of them, because of any failure or refusal on the part of the Partnership or the General Partner to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Partnership or the General Partner shall be unable to perform its obligations under this Agreement other than due to a default by the Underwriters, the Partnership and the General Partner will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all out-of-pocket expenses (including the fees and expenses of their counsel) reasonably incurred by such Underwriters in connection with this Agreement or the offering contemplated hereunder.

11. *Entire Agreement.* (a) This Agreement represents the entire agreement between the Partnership, the General Partner and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering and the purchase and sale of the Securities.

(b) Each of the Partnership and the General Partner acknowledges that in connection with the offering of the Securities: (i) the Underwriters have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Partnership, the General Partner or any other person, (ii) the Underwriters owe the Partnership, or the General Partner, only those duties and obligations set forth in this Agreement and (iii) the Underwriters may have interests that differ from those of the Partnership and the General Partner. Each of the Partnership and the General Partner waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

12. *Counterparts*. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any conflicts of laws provisions thereof that would result in the application of the laws of any other jurisdiction.

14. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

15. *Notices*. All communications hereunder shall be in writing and effective only upon receipt and if to the Underwriters shall be delivered, mailed or sent to you c/o the Representatives at the addresses set forth in Schedule I hereto; and if to the Partnership or the General Partner shall be delivered, mailed or sent to their respective address set forth in Schedule I hereto.

In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L.107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Partnership, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

16. *Waiver of Trial by Jury.* Each of the Partnership and the General Partner (on its behalf and, to the extent permitted by applicable law, on behalf of its securityholders and affiliates) and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

17. *Recognition of the U.S. Special Resolution Regime.* (a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 17:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Very truly yours,

MPLX LP

by: MPLX GP LLC, as General Partner

by: /s/ Pamela K.M. Beall
Name: Pamela K.M. Beall
Title: Executive Vice President and Chief Financial Officer

MPLX GP LLC

by: /s/ Pamela K.M. Beall
Name: Pamela K.M. Beall
Title: Executive Vice President and Chief Financial Officer

Accepted as of the date hereof

Citigroup Global Markets Inc.
Barclays Capital Inc.
RBC Capital Markets, LLC

Acting severally on behalf of themselves
and the several Underwriters named
in Schedule II hereto

[signature pages follow]

CITIGROUP GLOBAL MARKETS INC.

by: /s/ Adam D. Bordner
Name: Adam D. Bordner
Title: Director

BARCLAYS CAPITAL INC.

by: /s/ George Erickson
Name: George Erikson
Title: Managing Director

RBC CAPITAL MARKETS, LLC

by: /s/ Scott G. Primrose
Name: Scott G. Primrose
Title: Authorized Signatory

SCHEDULE I

Representatives:	Citigroup Global Markets Inc. Barclays Capital Inc. RBC Capital Markets, LLC
Indenture:	Senior Indenture dated as of February 12, 2015 between the Partnership and the Trustee, as supplemented by the Supplemental Indentures
Trustee:	The Bank of New York Mellon Trust Company, N.A.
Registration Statement File No.:	333-220267
Time of Sale Prospectus:	1. Prospectus dated August 30, 2017 relating to the Shelf Securities 2. Preliminary Prospectus Supplement dated September 4, 2019, relating to the Securities 3. Pricing Term Sheet Free Writing Prospectus dated September 4, 2019 4. Other free writing prospectuses filed by the Partnership under Rule 433(d) under the Securities Act
Closing Date and Time:	September 9, 2019 10:00 a.m.
Closing Location:	Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019
Address for Notices to Underwriters:	Citigroup Global Markets Inc. 388 Greenwich Street New York, NY 10013 Facsimile: (646) 291-1469 Attention: General Counsel Barclays Capital Inc. 745 Seventh Avenue New York, NY 10019 Facsimile: (646) 834-8133 Attention: Syndicate Registration

	RBC Capital Markets, LLC Brookfield Place 200 Vesey Street, 8th Floor New York, NY 10281 Facsimile: (212) 428-6308 Attention: Transaction Management Group
Address for Notices to the Partnership:	MPLX LP c/o MPLX GP LLC 200 E. Hardin St. Findlay, Ohio 45840 Facsimile: (419) 421-3951 Attention: Chief Financial Officer With a copy to: MPLX LP c/o MPLX GP LLC 200 E. Hardin St. Findlay, Ohio 45840 Facsimile: (419) 421-3124 Attention: General Counsel
Address for Notices to the General Partner:	MPLX GP LLC 200 E. Hardin St. Findlay, Ohio 45840 Facsimile: (419) 421-3951 Attention: Chief Financial Officer With a copy to: MPLX GP LLC 200 E. Hardin St. Findlay, Ohio 45840 Facsimile: (419) 421-3124 Attention: General Counsel

Terms applicable to the Floating Rate Senior Notes due 2021 (the "2021 Securities")

Aggregate Principal Amount:	$1,000,000,000
Purchase Price:	99.650% of the principal amount plus accrued interest, if any, from September 9, 2019
Maturity:	September 9, 2021

Interest Rate:	Three-month USD LIBOR plus 0.900% per annum. See "Description of the Notes—Interest—Effect of Benchmark Transition Event" contained in the prospectus supplement filed with the SEC for the offering to which this communication relates, which describes how the coupon payments will be determined by reference to a different base rate than LIBOR following the occurrence of a Benchmark Transition Event, as defined in the prospectus supplement
Interest Payment Dates:	March 9, June 9, September 9 and December 9, commencing December 9, 2019
Optional Redemption Provision:	Par Call: On or after September 10, 2020 (the first business day after the date that is one year prior to the maturity of the 2021 Securities) at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest to, but not including, the date of redemption
Terms applicable to the Floating Rate Senior Notes due 2022 (the "2022 Securities")	
Aggregate Principal Amount:	$1,000,000,000
Purchase Price:	99.600% of the principal amount plus accrued interest, if any, from September 9, 2019
Maturity:	September 9, 2022
Interest Rate:	Three-month USD LIBOR plus 1.100% per annum. See "Description of the Notes—Interest—Effect of Benchmark Transition Event" contained in the prospectus supplement filed with the SEC for the offering to which this communication relates, which describes how the coupon payments will be determined by reference to a different base rate than LIBOR following the occurrence of a Benchmark Transition Event, as defined in the prospectus supplement

Interest Payment Dates:	March 9, June 9, September 9 and December 9, commencing December 9, 2019
Optional Redemption Provision:	Par Call: On or after September 10, 2020 (the first business day after the date that is two years prior to the maturity of the 2022 Securities) at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest to, but not including, the date of redemption

SCHEDULE II

Underwriter	Principal Amount of 2021 Securities to be Purchased	Principal Amount of 2022 Securities to be Purchased
Citigroup Global Markets Inc.	$ 150,000,000	$ 150,000,000
Barclays Capital Inc.	$ 150,000,000	$ 150,000,000
RBC Capital Markets, LLC	$ 150,000,000	$ 150,000,000
BNP Paribas Securities Corp.	$ 85,000,000	$ 85,000,000
Goldman Sachs & Co. LLC	$ 85,000,000	$ 85,000,000
Scotia Capital (USA) Inc.	$ 85,000,000	$ 85,000,000
U.S. Bancorp Investments, Inc.	$ 85,000,000	$ 85,000,000
Wells Fargo Securities, LLC	$ 85,000,000	$ 85,000,000
BB&T Capital Markets, a division of BB&T Securities, LLC	$ 20,000,000	$ 20,000,000
Comerica Securities, Inc.	$ 20,000,000	$ 20,000,000
Fifth Third Securities, Inc.	$ 20,000,000	$ 20,000,000
The Huntington Investment Company	$ 20,000,000	$ 20,000,000
BNY Mellon Capital Markets, LLC	$ 15,000,000	$ 15,000,000
Loop Capital Markets LLC	$ 15,000,000	$ 15,000,000
The Williams Capital Group, L.P.	$ 15,000,000	$ 15,000,000
Total	$1,000,000,000	$1,000,000,000

Exhibit 4.1

Execution Version

ANDEAVOR LOGISTICS LP

AND

TESORO LOGISTICS FINANCE CORP.

AND

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

SIXTH SUPPLEMENTAL INDENTURE

Dated as of September 6, 2019

to

Indenture

Dated as of October 29, 2014

5.50% Senior Notes due 2019
6.25% Senior Notes due 2022

THIS SIXTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of September 6, 2019, is by and among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), a Delaware limited partnership ("*ANDX*"), Tesoro Logistics Finance Corp., a Delaware corporation (together with ANDX, the "*Issuers*"), and U.S. Bank National Association, as trustee (the "*Trustee*").

WHEREAS, the Issuers and the Trustee are parties to that certain Indenture dated as of October 29, 2014, creating the Issuers' (i) 5.50% Senior Notes due 2019 (the "*2019 Notes*") and (ii) 6.25% Senior Notes due 2022 (the "*2022 Notes*"), as supplemented by that Supplemental Indenture, dated as of December 2, 2014, as further supplemented by that Second Supplemental Indenture, dated as of May 21, 2015, as further supplemented by that Supplemental Indenture, dated as of November 2, 2016, as further supplemented by that Third Supplemental Indenture, dated as of October 30, 2017, as further supplemented by that Fourth Supplemental Indenture, dated as of November 20, 2017, as further supplemented by that Fifth Supplemental Indenture, dated as of August 6, 2018, and as further amended and supplemented in relation to the 2022 Notes (the "*Indenture*");

WHEREAS, $300,000,000 aggregate principal amount of the 2022 Notes is currently outstanding;

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders, with respect to the 2022 Notes, of at least a majority in aggregate principal amount of the 2022 Notes then-outstanding (including, without limitation, consents obtained in connection with an exchange offer for the 2022 Notes), the Issuers and the Trustee may enter into an indenture supplemental to the Indenture for the purpose of amending or supplementing the Indenture or the 2022 Notes (subject to certain exceptions);

WHEREAS, the Issuers desire and have requested the Trustee to join with them in entering into this Supplemental Indenture for the purpose of amending the Indenture and the 2022 Notes in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Issuers have been soliciting consents to this Supplemental Indenture upon the terms and subject to the conditions set forth in the Offering Memorandum and Consent Solicitation Statement (herein so called) of MPLX LP and the Issuers dated August 22, 2019 (which, including any amendments, modifications or supplements thereto, governs the "*Consent Solicitation*" for the 2022 Notes); and

WHEREAS, (1) the Issuers have received the consent of the Holders of at least a majority in aggregate principal amount of the outstanding 2022 Notes (excluding any 2022 Notes owned by the Issuers or any of their Affiliates), all as certified by an Officers' Certificate delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture, (2) the Issuers have delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Opinion of Counsel relating to this Supplemental Indenture as contemplated by Section 9.06 of the Indenture and (3) the Issuers have satisfied all other conditions required under Article IX of the Indenture to enable the Issuers and the Trustee to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the 2022 Notes, as follows:

ARTICLE I

AMENDMENTS TO INDENTURE AND 2022 NOTES

Section 1.1 **Amendments to Articles 3, 4, 5 and 6**. The Indenture is hereby amended by, but only with respect to the 2022 Notes, deleting the following Sections or clauses of the Indenture and all references and definitions related thereto in their entirety:

Section 3.09 (Offer to Purchase by Application of Excess Proceeds);

Section 4.03 (Reports);

Section 4.07 (Restricted Payments);

Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries);

Section 4.09 (Incurrence of Indebtedness and Issuance of Disqualified Equity);

Section 4.10 (Asset Sales);

Section 4.11 (Transactions with Affiliates);

Section 4.12 (Liens);

Section 4.14 (Corporate Existence);

Section 4.15 (Offer to Repurchase Upon Change of Control Triggering Event);

Section 4.16 (Additional Guarantors);

Clauses (4) and (5) of Section 5.01 (Merger, Consolidation or Sale of Assets); and

Clauses (3) – (8) of Section 6.01 (Events of Default).

For the avoidance of doubt, the foregoing amendments to the Indenture shall apply only with respect to the 2022 Notes and not to the 2019 Notes.

Section 1.2 **Amendments to 2022 Notes**. The 2022 Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Supplemental Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture**. This Supplemental Indenture constitutes an integral part of the Indenture. Except as amended hereby, the Indenture and the 2022 Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of 2022 Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control; *provided, however,* the provisions of this Supplemental Indenture shall apply solely with respect to the 2022 Notes and not to the 2019 Notes issued and outstanding under the Indenture.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Issuers in this Supplemental Indenture and the 2022 Notes shall bind their successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Duplicate Originals**. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.6 **Severability**. In case any one or more of the provisions in this Supplemental Indenture or in the 2022 Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **Trustee Disclaimer**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Issuers, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.8 **Effectiveness**. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Consent Solicitation and the related Exchange Offer (as defined in the Offering Memorandum and Consent Solicitation Statement), with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Issuers shall notify the Trustee promptly after the occurrence of such closing or promptly after the Issuers shall determine that such closing will not occur.

Section 2.9 **Endorsement and Change of Form of 2022 Notes**. Any 2022 Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for 2022 Notes then outstanding and all 2022 Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Issuers, with a notation as follows:

"Effective as of September 6, 2019, certain covenants of the Issuers and certain Events of Default have been eliminated or limited, as provided in the Supplemental Indenture, dated as of September 6, 2019. Reference is hereby made to such Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein."

Section 2.10 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

ANDEAVOR LOGISTICS LP

By: **ANDEAVOR LOGISTICS GP LLC**, its general partner

By: /s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

TESORO LOGISTICS FINANCE CORP.

By: /s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ James Kowalski
Name: James Kowalski
Title: Vice President

[*Signature Page to 6.25% Notes Supplemental Indenture*]

Exhibit 4.2

Execution Version

ANDEAVOR LOGISTICS LP

AND

TESORO LOGISTICS FINANCE CORP.

AND

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of September 6, 2019

to

Indenture

Dated as of May 12, 2016

6.375% Senior Notes due 2024

THIS FOURTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of September 6, 2019, is by and among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), a Delaware limited partnership ("*ANDX*"), Tesoro Logistics Finance Corp., a Delaware corporation (together with ANDX, the "*Issuers*"), and U.S. Bank National Association, as trustee (the "*Trustee*").

WHEREAS, the Issuers and the Trustee are parties to that certain Indenture dated as of May 12, 2016, creating the Issuers' 6.375% Senior Notes due 2024 (the "*Notes*"), as supplemented by that Supplemental Indenture, dated as of November 2, 2016, as further supplemented by that First Supplemental Indenture, dated as of October 30, 2017, as further supplemented by that Second Supplemental Indenture, dated as of November 20, 2017, as further supplemented by that Third Supplemental Indenture, dated as of August 6, 2018, and as further amended and supplemented in relation to the Notes (the "*Indenture*");

WHEREAS, $450,000,000 aggregate principal amount of the Notes is currently outstanding;

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders, with respect to the Notes, of at least a majority in aggregate principal amount of the Notes then-outstanding (including, without limitation, consents obtained in connection with an exchange offer for the Notes), the Issuers and the Trustee may enter into an indenture supplemental to the Indenture for the purpose of amending or supplementing the Indenture or the Notes (subject to certain exceptions);

WHEREAS, the Issuers desire and have requested the Trustee to join with them in entering into this Supplemental Indenture for the purpose of amending the Indenture and the Notes in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Issuers have been soliciting consents to this Supplemental Indenture upon the terms and subject to the conditions set forth in the Offering Memorandum and Consent Solicitation Statement (herein so called) of MPLX LP and the Issuers dated August 22, 2019 (which, including any amendments, modifications or supplements thereto, governs the "*Consent Solicitation*" for the Notes); and

WHEREAS, (1) the Issuers have received the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes (excluding any Notes owned by the Issuers or any of their Affiliates), all as certified by an Officers' Certificate delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture, (2) the Issuers have delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Opinion of Counsel relating to this Supplemental Indenture as contemplated by Section 9.06 of the Indenture and (3) the Issuers have satisfied all other conditions required under Article IX of the Indenture to enable the Issuers and the Trustee to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

AMENDMENTS TO INDENTURE AND NOTES

Section 1.1 **Amendments to Articles 3, 4, 5 and 6**. The Indenture is hereby amended by, but only with respect to the Notes, deleting the following Sections or clauses of the Indenture and all references and definitions related thereto in their entirety:

Section 3.09 (Offer to Purchase by Application of Excess Proceeds);

Section 4.03 (Reports);

Section 4.07 (Restricted Payments);

Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries);

Section 4.09 (Incurrence of Indebtedness and Issuance of Disqualified Equity);

Section 4.10 (Asset Sales);

Section 4.11 (Transactions with Affiliates);

Section 4.12 (Liens);

Section 4.14 (Corporate Existence);

Section 4.15 (Offer to Repurchase Upon Change of Control Triggering Event);

Section 4.16 (Additional Guarantors);

Clauses (4) and (5) of Section 5.01 (Merger, Consolidation or Sale of Assets); and

Clauses (3) – (8) of Section 6.01 (Events of Default).

Section 1.2 **Amendments to Notes**. The Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Supplemental Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture**. This Supplemental Indenture constitutes an integral part of the Indenture. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Issuers in this Supplemental Indenture and the Notes shall bind their successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Duplicate Originals**. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.6 **Severability**. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **Trustee Disclaimer**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Issuers, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.8 **Effectiveness**. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Consent Solicitation and the related Exchange Offer (as defined in the Offering Memorandum and Consent Solicitation Statement), with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Issuers shall notify the Trustee promptly after the occurrence of such closing or promptly after the Issuers shall determine that such closing will not occur.

Section 2.9 **Endorsement and Change of Form of Notes**. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Issuers, with a notation as follows:

"Effective as of September 6, 2019, certain covenants of the Issuers and certain Events of Default have been eliminated or limited, as provided in the Supplemental Indenture, dated as of September 6, 2019. Reference is hereby made to such Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein."

Section 2.10 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

ANDEAVOR LOGISTICS LP

By: **ANDEAVOR LOGISTICS GP LLC**, its general partner

By: /s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

TESORO LOGISTICS FINANCE CORP.

By: /s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ James Kowalski
Name: James Kowalski
Title: Vice President

[*Signature Page to 6.375% Notes Supplemental Indenture*]

Exhibit 4.3

Execution Version

ANDEAVOR LOGISTICS LP

AND

TESORO LOGISTICS FINANCE CORP.

AND

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of September 6, 2019

to

Indenture

Dated as of December 2, 2016

5.250% Senior Notes due 2025

THIS FOURTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of September 6, 2019, is by and among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), a Delaware limited partnership ("*ANDX*"), Tesoro Logistics Finance Corp., a Delaware corporation (together with ANDX, the "*Issuers*"), and U.S. Bank National Association, as trustee (the "*Trustee*").

WHEREAS, the Issuers and the Trustee are parties to that certain Indenture dated as of December 2, 2016, creating the Issuers' 5.250% Senior Notes due 2025 (the "*Notes*"), as supplemented by that First Supplemental Indenture, dated as of October 30, 2017, as further supplemented by that Second Supplemental Indenture, dated as of November 20, 2017, as further supplemented by that Third Supplemental Indenture, dated as of August 6, 2018, and as further amended and supplemented in relation to the Notes (the "*Indenture*");

WHEREAS, $750,000,000 aggregate principal amount of the Notes is currently outstanding;

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders, with respect to the Notes, of at least a majority in aggregate principal amount of the Notes then-outstanding (including, without limitation, consents obtained in connection with an exchange offer for the Notes), the Issuers and the Trustee may enter into an indenture supplemental to the Indenture for the purpose of amending or supplementing the Indenture or the Notes (subject to certain exceptions);

WHEREAS, the Issuers desire and have requested the Trustee to join with them in entering into this Supplemental Indenture for the purpose of amending the Indenture and the Notes in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Issuers have been soliciting consents to this Supplemental Indenture upon the terms and subject to the conditions set forth in the Offering Memorandum and Consent Solicitation Statement (herein so called) of MPLX LP and the Issuers dated August 22, 2019 (which, including any amendments, modifications or supplements thereto, governs the "*Consent Solicitation*" for the Notes); and

WHEREAS, (1) the Issuers have received the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes (excluding any Notes owned by the Issuers or any of their Affiliates), all as certified by an Officers' Certificate delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture, (2) the Issuers have delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Opinion of Counsel relating to this Supplemental Indenture as contemplated by Section 9.06 of the Indenture and (3) the Issuers have satisfied all other conditions required under Article IX of the Indenture to enable the Issuers and the Trustee to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

AMENDMENTS TO INDENTURE AND NOTES

Section 1.1 **Amendments to Articles 3, 4, 5 and 6**. The Indenture is hereby amended by, but only with respect to the Notes, deleting the following Sections or clauses of the Indenture and all references and definitions related thereto in their entirety:

Section 3.09 (Offer to Purchase by Application of Excess Proceeds);

Section 4.03 (Reports);

Section 4.07 (Restricted Payments);

Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries);

Section 4.09 (Incurrence of Indebtedness and Issuance of Disqualified Equity);

Section 4.10 (Asset Sales);

Section 4.11 (Transactions with Affiliates);

Section 4.12 (Liens);

Section 4.14 (Corporate Existence);

Section 4.15 (Offer to Repurchase Upon Change of Control Triggering Event);

Section 4.16 (Additional Guarantors);

Clauses (4) and (5) of Section 5.01 (Merger, Consolidation or Sale of Assets); and

Clauses (3) – (8) of Section 6.01 (Events of Default).

Section 1.2 **Amendments to Notes**. The Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Supplemental Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture**. This Supplemental Indenture constitutes an integral part of the Indenture. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Issuers in this Supplemental Indenture and the Notes shall bind their successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Duplicate Originals**. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.6 **Severability**. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **Trustee Disclaimer**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Issuers, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.8 **Effectiveness**. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Consent Solicitation and the related Exchange Offer (as defined in the Offering Memorandum and Consent Solicitation Statement), with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Issuers shall notify the Trustee promptly after the occurrence of such closing or promptly after the Issuers shall determine that such closing will not occur.

Section 2.9 **Endorsement and Change of Form of Notes**. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Issuers, with a notation as follows:

"Effective as of September 6, 2019, certain covenants of the Issuers and certain Events of Default have been eliminated or limited, as provided in the Supplemental Indenture, dated as of September 6, 2019. Reference is hereby made to such Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein."

Section 2.10 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

ANDEAVOR LOGISTICS LP

By: **ANDEAVOR LOGISTICS GP LLC,** its general partner

By: /s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

TESORO LOGISTICS FINANCE CORP.

By: /s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ James Kowalski
Name: James Kowalski
Title: Vice President

[*Signature Page to 5.250% Notes Supplemental Indenture*]

Exhibit 4.4

Execution Version

ANDEAVOR LOGISTICS LP

AND

TESORO LOGISTICS FINANCE CORP.

AND

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of September 6, 2019

to

Indenture

Dated as of November 28, 2017

3.500% Senior Notes due 2022
4.250% Senior Notes due 2027
5.200% Senior Notes due 2047

THIS SECOND SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of September 6, 2019, is by and among Andeavor Logistics LP (f/k/a Tesoro Logistics LP), a Delaware limited partnership ("*ANDX*"), Tesoro Logistics Finance Corp., a Delaware corporation (together with ANDX, the "*Issuers*"), and U.S. Bank National Association, as trustee (the "*Trustee*").

WHEREAS, the Issuers and the Trustee are parties to that certain Indenture dated as of November 28, 2017, creating (i) the Issuers' 3.500% Senior Notes due 2022 (the "*3.500% Notes*"), (ii) the Issuers' 4.250% Senior Notes due 2027 (the "*4.250% Notes*"), and (iii) the Issuers' 5.200% Senior Notes due 2047 (the "*5.200% Notes*" and, together with the 3.500% Notes and the 4.250% Notes, the "*Notes*"), as supplemented by that First Supplemental Indenture, dated as of August 6, 2018 and as further amended and supplemented in relation to the Notes (the "*Indenture*");

WHEREAS, (1) $500,000,000 aggregate principal amount of the 3.500% Notes is currently outstanding, (2) $750,000,000 aggregate principal amount of the 4.250% Notes is currently outstanding, and (3) $500,000,000 aggregate principal amount of the 5.200% Notes is currently outstanding;

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders, with respect to the Notes, of at least a majority in aggregate principal amount of the Notes then-outstanding (including, without limitation, consents obtained in connection with an exchange offer for the Notes), the Issuers and the Trustee may enter into an indenture supplemental to the Indenture for the purpose of amending or supplementing the Indenture or the Notes (subject to certain exceptions);

WHEREAS, the Issuers desire and have requested the Trustee to join with them in entering into this Supplemental Indenture for the purpose of amending the Indenture and the Notes in certain respects as permitted by Section 9.02 of the Indenture;

WHEREAS, the Issuers have been soliciting consents to this Supplemental Indenture upon the terms and subject to the conditions set forth in the Offering Memorandum and Consent Solicitation Statement (herein so called) of MPLX LP and the Issuers dated August 22, 2019 (which, including any amendments, modifications or supplements thereto, governs the "*Consent Solicitation*" for the Notes); and

WHEREAS, (1) the Issuers have received the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes (excluding any Notes owned by the Issuers or any of their Affiliates), all as certified by an Officers' Certificate delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture, (2) the Issuers have delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Opinion of Counsel relating to this Supplemental Indenture as contemplated by Section 9.06 of the Indenture and (3) the Issuers have satisfied all other conditions required under Article IX of the Indenture to enable the Issuers and the Trustee to enter into this Supplemental Indenture.

NOW, THEREFORE, in consideration of the above premises, each party hereby agrees, for the benefit of the others and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE I

AMENDMENTS TO INDENTURE AND NOTES

Section 1.1 **Amendments to Articles 3, 4, 5 and 6**. The Indenture is hereby amended by, but only with respect to the Notes, deleting the following Sections or clauses of the Indenture and all references and definitions related thereto in their entirety:

Section 4.03 (Reports);

Section 4.06 (Secured Indebtedness);

Section 4.07 (Additional Subsidiary Guarantees); and

Clauses (c) – (f) and (h) of Section 6.01 (Events of Default).

Section 1.2 **Amendments to Notes**. The Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Supplemental Indenture.

ARTICLE II

MISCELLANEOUS PROVISIONS

Section 2.1 **Defined Terms**. For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.

Section 2.2 **Indenture**. This Supplemental Indenture constitutes an integral part of the Indenture. Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 2.3 **Governing Law**. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 2.4 **Successors**. All agreements of the Issuers in this Supplemental Indenture and the Notes shall bind their successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Duplicate Originals**. All parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement. It is the express intent of the parties to be bound by the exchange of signatures on this Supplemental Indenture via telecopy or other form of electronic transmission.

Section 2.6 **Severability**. In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **Trustee Disclaimer**. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended, and without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Issuers, and the Trustee makes no representation with respect to any such matters. Additionally, the Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

Section 2.8 **Effectiveness**. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto. Notwithstanding the foregoing sentence, the provisions of this Supplemental Indenture shall become operative only upon the closing of the Consent Solicitation and the related Exchange Offer (as defined in the Offering Memorandum and Consent Solicitation Statement), with the result that the amendments to the Indenture effected by this Supplemental Indenture shall be deemed to be revoked retroactive to the date hereof if such closing shall not occur. The Issuers shall notify the Trustee promptly after the occurrence of such closing or promptly after the Issuers shall determine that such closing will not occur.

Section 2.9 **Endorsement and Change of Form of Notes**. Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Issuers, with a notation as follows:

"Effective as of September 6, 2019, certain covenants of the Issuers and certain Events of Default have been eliminated or limited, as provided in the Supplemental Indenture, dated as of September 6, 2019. Reference is hereby made to such Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein."

Section 2.10 **Effect of Headings**. The Section headings herein are for convenience only and shall not affect the construction thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year written above.

ANDEAVOR LOGISTICS LP

By: **ANDEAVOR LOGISTICS GP LLC**, its general partner

By: /s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

TESORO LOGISTICS FINANCE CORP.

By: /s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ James Kowalski
Name: James Kowalski
Title: Vice President

[*Signature Page to 3.500% Notes, 4.250% Notes and 5.200% Notes Supplemental Indenture*]

Exhibit 4.5

FIFTEENTH SUPPLEMENTAL INDENTURE

THIS FIFTEENTH SUPPLEMENTAL INDENTURE, dated as of September 9, 2019 (this "Supplemental Indenture"), is between **MPLX LP**, a limited partnership duly formed and existing under the laws of the State of Delaware (the "Partnership"), and **The Bank of New York Mellon Trust Company, N.A.**, a national banking association, as trustee (the "Trustee").

WITNESSETH

WHEREAS, pursuant to the Senior Indenture, dated as of February 12, 2015, as supplemented by the First Supplemental Indenture, dated as of February 12, 2015, the Second Supplemental Indenture, dated as of December 22, 2015, the Third Supplemental Indenture, dated as of December 22, 2015, the Fourth Supplemental Indenture, dated as of December 22, 2015, the Fifth Supplemental Indenture, dated as of December 22, 2015, the Sixth Supplemental Indenture, dated as of February 10, 2017, the Seventh Supplemental Indenture, dated as of February 10, 2017, the Eighth Supplemental Indenture, dated as of February 8, 2018, the Ninth Supplemental Indenture, dated as of February 8, 2018, the Tenth Supplemental Indenture, dated as of February 8, 2018, the Eleventh Supplemental Indenture, dated as of February 8, 2018, the Twelfth Supplemental Indenture, dated as of February 8, 2018, the Thirteenth Supplemental Indenture, dated as of November 15, 2018, and the Fourteenth Supplemental Indenture, dated as of November 15, 2018 (as so supplemented, the "Indenture"), in each case between the Partnership and the Trustee, the Partnership may from time to time issue and sell Debt Securities in one or more series;

WHEREAS, the Partnership desires to create and authorize a new series of Debt Securities entitled "Floating Rate Senior Notes due 2021" (the "Notes"), limited initially to $1,000,000,000 in aggregate principal amount, and to provide the terms and conditions upon which the Notes are to be executed, registered, authenticated, issued and delivered, the Partnership has duly authorized the execution and delivery of this Supplemental Indenture;

WHEREAS, the Notes are a series of Debt Securities and are being issued under the Indenture, as supplemented by this Supplemental Indenture, and are subject to the terms contained therein and herein;

WHEREAS, the Notes are to be substantially in the form attached hereto as Exhibit A; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Partnership and authenticated and delivered by or on behalf of the Trustee as provided in the Indenture and this Supplemental Indenture, the valid, binding and legal obligations of the Partnership, and to make this Supplemental Indenture a legal, binding and enforceable agreement, have been done and performed.

NOW, THEREFORE, in order to declare the terms and conditions upon which the Notes are executed, registered, authenticated, issued and delivered, and in consideration of the foregoing premises and the purchase of such Notes by the Holders thereof, the Partnership and the Trustee mutually covenant and agree, for the equal and proportionate benefit of the Holders from time to time of the Notes, as follows:

Section 1. Definitions. Terms used in this Supplemental Indenture and not defined herein shall have the respective meanings given such terms in the Indenture.

Section 2. Other Definitions. In addition, the following terms shall have the following meanings with respect to the Notes:

"**Board Resolution**" means a copy of a resolution or resolutions of the Board of Directors, certified by the Secretary or an Assistant Secretary of the General Partner to be in full force and effect on the date of such certification, and delivered to the Trustee.

"**Consolidated Net Tangible Assets**" means the aggregate value of all assets of the Partnership and its Subsidiaries after deducting therefrom: (i) all current liabilities, excluding all short-term indebtedness and the current portion of long-term indebtedness; (ii) all investments in unconsolidated subsidiaries and all investments accounted for on the equity basis; and (iii) all goodwill, patents and trademarks, unamortized debt discounts and other similar intangibles (all determined in conformity with generally accepted accounting principles and calculated on a basis consistent with the Partnership's most recent audited consolidated financial statements).

"**Interest Determination Date,**" when used with respect to any installment of interest on any Debt Security, means the date specified in such Debt Security as the fixed date on which such rate of interest is determined.

"**Interest Payment Date,**" when used with respect to any installment of interest on any Debt Security, means the date specified in such Debt Security as the fixed date on which such installment of interest is due and payable.

"**Mortgage**" means as the context may require, (i) to mortgage, pledge, encumber or subject to a lien or (ii) a mortgage, pledge, encumbrance or lien.

"**Predecessor Security**" of any particular Debt Security means every previous Debt Security evidencing all or a portion of the same debt as that evidenced by such particular Debt Security; and, for the purposes of this definition, any Debt Security authenticated and delivered under Section 2.09 of the Indenture in exchange for or in lieu of a mutilated, destroyed, lost or stolen Debt Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Debt Security.

"**Regular Record Date**" for the interest payable on any Interest Payment Date on the Debt Securities means the date specified for that purpose as contemplated by Section 2.03 of the Indenture.

"**Special Record Date**" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 2.17 of the Indenture.

Section 3. Creation and Authorization of Series.

(a) There is hereby created and authorized the following new series of Debt Securities to be issued under the Indenture, to be designated as the "Floating Rate Senior Notes due 2021."

(b) The Notes shall be limited initially to $1,000,000,000 in aggregate principal amount. Notwithstanding the foregoing initial aggregate principal amount, the Partnership may, from time to time, without notice to or consent of the Holders of the Notes, increase the principal amount of the Notes that may be issued under this Supplemental Indenture and issue such increased principal amount (or any portion thereof), in which case any additional Notes so issued will have the same terms and conditions other than the public offering price, original interest accrual date and initial interest payment date, and the same CUSIP numbers as the applicable series of Notes previously issued, will be fungible with the applicable series of Notes previously issued for U.S. federal income tax purposes, and will carry the same right to receive accrued and unpaid interest as the Notes previously issued, and such additional notes will form a single series with the Notes of such series previously issued, including, without limitation, for purposes of waivers, amendments, redemptions and, if any, offers to purchase, and will rank equally and ratably with the Notes of such series previously issued.

(c) The date on which the principal is payable on the Notes, unless accelerated pursuant to the Indenture, shall be as provided in the form of security attached hereto as Exhibit A.

(d) The Notes shall bear interest as provided in the form of security attached hereto as Exhibit A. The Interest Payment Dates and the Regular Record Dates for the determination of Holders of the Notes to whom such interest is payable shall be as provided in the form of security attached hereto as Exhibit A.

(e) The Notes shall be redeemable at the option of the Partnership as set forth in the form of security attached hereto as Exhibit A.

(f) The provisions of Sections 3.04 and 3.05 of the Indenture shall not be applicable to the Notes.

(g) The Notes will be issued only in fully registered form, without coupons, in denominations provided herein and in the form of security attached hereto as Exhibit A.

(h) The Events of Default and covenants specified in the Indenture will apply to the Notes.

(i) For purposes of the provisions set forth in Sections 10.01 and 10.02 of the Indenture, "substantially all of the assets" shall mean, at any date, a portion of the non-current assets reflected in the Partnership's consolidated balance sheet as of the end of the most recent quarterly period that represents at least sixty-six and two-thirds percent (66 2/3%) of the total reported value of such assets.

(j) The defeasance and covenant defeasance provisions of Article XI of the Indenture, including both Sections 11.02 and 11.03 of the Indenture, will apply to the Notes.

(k) The Notes shall be issued in the form of one or more Global Debt Securities substantially in the form of security attached hereto as Exhibit A. The Partnership initially appoints The Depository Trust Company to act as Depositary with respect to the Notes. Additional provisions applicable to the Notes issued in the form of a Global Security are set forth in the form of security attached hereto as Exhibit A.

(l) The Notes shall be issuable only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(m) The Trustee will initially act as the Registrar for the Notes and as the paying agent with respect to the Notes. The Place of Payment will be The Bank of New York Mellon Trust Company, N.A., 240 Greenwich Street, New York, New York 10286.

(n) Except as otherwise set forth herein and in the Notes, the terms of the Notes shall be as set forth in the Indenture, including those made part of the Indenture by reference to the TIA.

Section 4. Additional Covenants. In addition to the covenants set forth in Article IV of the Indenture, the following additional covenants shall apply with respect to the Notes:

Section 4.10 *Mortgage of Certain Property.*

If the Partnership or any Subsidiary of the Partnership shall Mortgage as security for any indebtedness for money borrowed any pipeline, terminal or other logistics or storage property or asset employed in the transportation, distribution, storage, terminalling, processing or marketing of crude oil, natural gas, condensate or refined products that (i) is located in the United States and (ii) is determined to be a principal property by the Board of Directors in its discretion, the Partnership will secure, or will cause such Subsidiary to secure, the Notes and all other Debt Securities equally and ratably with all indebtedness or obligations secured by the Mortgage then being given; *provided, however,* that this covenant shall not apply in the case of:

(1) any Mortgage existing on February 12, 2015 (whether or not such Mortgage includes an after-acquired property provision);

(2) any Mortgage, including a purchase money Mortgage, incurred in connection with the acquisition or construction of any property (for purposes hereof, the creation of any Mortgage within one hundred eighty (180) days after the acquisition or completion of construction of such property shall be deemed to be incurred in connection with the acquisition of such property), the assumption of any Mortgage previously existing on such acquired property or any Mortgage existing on the property of any entity when such entity becomes a Subsidiary of the Partnership;

(3) any Mortgage on such property in favor of the United States of America, any State, or any agency, department, political subdivision or other instrumentality of either, to secure partial, progress, advance or other payments to the Partnership or any Subsidiary of the Partnership pursuant to the provisions of any contract or any statute;

(4) any Mortgage on such property in favor of the United States of America, any State, or any agency, department, political subdivision or other instrumentality of either, to secure borrowings by the Partnership or any Subsidiary of the Partnership for the purchase or construction of the property Mortgaged;

(5) any Mortgage on any principal property arising in connection with or to secure all or any part of the cost of the repair, construction, improvement or alteration of such principal property or any portion thereof;

(6) any Mortgage on any movable railway, marine or automotive equipment or office building, any of which is located at or on any such principal property;

(7) any Mortgage on any equipment or other personal property used in connection with any such principal property;

(8) any Mortgage on any such principal property arising in connection with the sale of accounts receivable; or

(9) any Mortgage that is a renewal of or substitution for any Mortgage permitted under any of the preceding clauses.

Notwithstanding the foregoing restriction contained in this Section 4.10, the Partnership may and may permit its Subsidiaries to incur liens or grant Mortgages on property covered by the restriction above so long as the net book value of the property so encumbered, together with all property subject to the restriction on sale and leasebacks contained in Section 4.11, does not, at the time such lien or Mortgage is granted, exceed fifteen percent (15%) of Consolidated Net Tangible Assets.

Section 4.11 *Sale and Leaseback of Certain Properties.*

The Partnership will not, nor will it permit any Subsidiary of the Partnership to, sell or transfer any pipeline, terminal or other logistics or storage property or asset employed in the transportation, distribution, storage, terminalling, processing or marketing of crude oil, natural gas, condensate or refined products that (i) is located in the United States and (ii) is determined to be a principal property by the Board of Directors in its discretion, with the intention of taking back a lease of such property; *provided, however,* this covenant shall not apply if:

(1) the lease is between the Partnership and a Subsidiary or between Subsidiaries;

(2) the lease is for a temporary period by the end of which it is intended that the use of such property by the lessee will be discontinued;

(3) the Partnership or a Subsidiary of the Partnership could, in accordance with Section 4.10, Mortgage such property without equally and ratably securing the Notes and other series of Debt Securities; or

(4) (A) the Partnership promptly informs the Trustee of such sale,

(B) the net proceeds of such sale are at least equal to the fair value (as evidenced by a Board Resolution) of such property and

(C) the Partnership shall, and in any such case the Partnership covenants that it will, within one hundred and eighty (180) days after such sale, apply an amount equal to the net proceeds of such sale to the retirement of debt of the Partnership, or of a Subsidiary of the Partnership in the case of property of such Subsidiary, maturing, by its terms more than one (1) year after the date on which it was originally incurred (herein called "funded debt"); provided that the amount to be applied to the retirement of funded debt of the Partnership or of a Subsidiary of the Partnership shall be reduced by the amount below if, within seventy-five (75) days after such sale, the Partnership shall deliver to the Trustee an Officer's Certificate

(i) stating that on a specified date after such sale the Partnership or a Subsidiary of the Partnership, as the case may be, voluntarily retired a specified principal amount of funded debt,

(ii) stating that such retirement was not effected by payment at maturity or pursuant to any applicable mandatory sinking fund or prepayment provision (other than provisions requiring retirement of any funded debt of the Partnership or a Subsidiary of the Partnership, as the case may be, under the circumstances referred to in this Section 4.11), and

(iii) stating the then optional redemption or prepayment price applicable to the funded debt so retired or, if there is no such price applicable, the amount applied by the Partnership or a Subsidiary of the Partnership, as the case may be, to the retirement of such funded debt.

In the event of such a sale or transfer, the Partnership shall deliver to the Trustee the Board Resolution referred to in the parenthetical phrase contained in subclause (4)(B) of this Section 4.11 and an Officer's Certificate setting forth all material facts under this Section 4.11. For the purposes of this Section 4.11, the term retirement of such funded debt shall include the "in substance defeasance" of such funded debt in accordance with then applicable accounting rules.

Section 5. Effect of Supplemental Indenture. The provisions of this Supplemental Indenture are intended to supplement those of the Indenture as in effect immediately prior to the execution and delivery hereof. The Indenture shall remain in full force and effect except to the extent that the provisions of the Indenture are expressly modified by the terms of this Supplemental Indenture.

Section 6. Governing Law. This Supplemental Indenture and the Notes shall be governed by and construed in accordance with the law of the State of New York, without giving effect to any principles of conflicts of laws thereunder to the extent the application of the laws of another jurisdiction would be required thereby.

Section 7. Trustee Not Responsible for Recitals or Issuance of Notes. The recitals and statements contained herein shall be taken as statements of the Partnership, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture or of the Notes other than with respect to the Trustee's authentication. The Trustee shall not be accountable for the use or application by the Partnership of the Notes or the proceeds thereof.

Section 8. Conflict with TIA. If any provision hereof limits, qualifies or conflicts with a provision of the TIA that is required under the TIA to be a part of and govern this Supplemental Indenture, the latter provision shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the latter provision shall be deemed to apply to this Supplemental Indenture as so modified or to be excluded, as the case may be.

Section 9. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall constitute effective execution and delivery of this Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall be deemed to be their original signatures for all purposes of the Supplemental Indenture as to the parties hereto and may be used in lieu of the original.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

MPLX LP

By: MPLX GP LLC, its General Partner

/s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

[Signature Page to Fifteenth Supplemental Indenture]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature Page to Fifteenth Supplemental Indenture]

Exhibit A

MPLX LP
Floating Rate Senior Notes due 2021

No. **$**

CUSIP No. 55336V BG4

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE PARTNERSHIP OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.

MPLX LP, a limited partnership duly formed and existing under the laws of the State of Delaware (herein called the "Partnership," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [●] ($[●]), or such greater or lesser amount as indicated on the Schedule of Increases or Decreases in the Principal Amount of Securities attached hereto, on September 9, 2021, and to pay interest thereon from September 9, 2019 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, quarterly on March 9, June 9, September 9 and December 9 in each year commencing December 9, 2019, at the rate of three-month USD LIBOR (as defined below) plus 0.900% per annum, as determined on the second London business day preceding the interest period (the "Interest Determination Date"), until the principal hereof is paid or made available for payment. A London business day is a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Debt Security (or one or more Predecessor Securities) is registered at

the close of business on the fifteenth calendar day. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Debt Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Debt Securities of this series may be listed, and upon such notice as may be required by such exchange all as more fully provided in said Indenture. If an Interest Payment Date (other than a Stated Maturity) for the Securities falls on a day that is not a Business Day, the Interest Payment Date shall be postponed to the next succeeding Business Day unless such next succeeding Business Day would be in the following month, in which case, the Interest Payment Date shall be the immediately preceding Business Day. If a Stated Maturity or a Redemption Date with respect to this Security falls on a day that is not a Business Day, the payment will be made on the next Business Day and no interest will accrue for the period from and after such Stated Maturity or Redemption Date.

On any Interest Determination Date, "USD LIBOR" will be equal to the offered rate for deposits in U.S. dollars having an index maturity of three months, in amounts of at least $1,000,000, as such rate appears on "Bloomberg Page BBAM" or "Reuters Page LIBOR01" at approximately 11:00 a.m., London time, on such Interest Determination Date.

If no offered rate appears on "Bloomberg BBAM" or "Reuters Page LIBOR01" on an Interest Determination Date at approximately 11:00 a.m., London time, then the Partnership will select four major banks in the London interbank market and shall request each of their principal London offices to provide to the Calculation Agent for the Securities a quotation of the rate at which three-month deposits in U.S. dollars in amounts of at least $1,000,000 are offered by it to prime banks in the London interbank market, on that date and at that time, that is representative of single transactions at that time. If at least two quotations are provided, USD LIBOR will be the arithmetic average of the quotations provided. Otherwise, the Partnership will select three major banks in New York City and shall request each of them to provide to the Calculation Agent a quotation of the rate offered by them at approximately 11:00 a.m., New York City time, on the Interest Determination Date for loans in U.S. dollars to leading European banks having an index maturity of three months for the applicable interest period in an amount of at least $1,000,000 that is representative of single transactions at that time. If three quotations are provided, USD LIBOR will be the arithmetic average of the quotations provided. Otherwise, the rate of USD LIBOR for the next interest period will be set equal to the rate of USD LIBOR for the then-current interest period.

"Bloomberg Page BBAM" means the display designated as "BBAM" on Bloomberg (or any successor service) (or such other page as may replace Page BBAM on Bloomberg or any successor service).

"Reuters Page LIBOR01" means the display designated as "LIBOR01" on Reuters (or any successor service) (or such other page as may replace Page LIBOR01 on Reuters or any successor service).

Notwithstanding the foregoing paragraphs, if the Partnership, the Calculation Agent, a successor calculation agent, or a designee of the Partnership (any of such entities, a "Designee") determines on or prior to the relevant Interest Determination Date that a Benchmark Transition Event and its related Benchmark Replacement Date (each, as defined below) have occurred with respect to USD LIBOR, then the provisions set forth below under "*Effect of Benchmark Transition Event*" will thereafter apply to all determinations of the rate of interest payable on this Security. In accordance with such provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the rate of interest that will be applicable for each interest period will be an annual rate equal to the sum of the Benchmark Replacement (as defined herein) and 0.900%.

However, if the Partnership or its Designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, but for any reason the Benchmark Replacement has not been determined as of the relevant Interest Determination Date, the interest rate for the applicable interest period for the Securities will be equal to the interest rate on the last Interest Determination Date for such Securities, as determined by the Partnership or its Designee.

Effect of Benchmark Transition Event

Benchmark Replacement. If the Partnership or its Designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to this Security in respect of such determination on such date and all determinations on all subsequent dates.

Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Partnership or its Designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

Decisions and Determinations. Any determination, decision or election that may be made by the Partnership (or its Designee) pursuant to this Section titled "*Effect of Benchmark Transition Event*," including any determination with respect to tenor, rate or adjustment or of the occurrence or nonoccurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding on the Holders, the Trustee, the Paying Agent and the Calculation Agent, absent manifest error, will be made in the Partnership's (or its Designee's) sole discretion and, notwithstanding anything to the contrary in the documentation relating to this Security, shall become effective without consent from the holders of this Security or any other party. None of the Trustee, the Paying Agent or the Calculation Agent shall have any responsibility to determine whether any manifest error has occurred and may conclusively assume that no manifest error exists and shall suffer no liability in so assuming.

Certain Defined Terms. As used in this Section titled "*Effect of Benchmark Transition Event*":

"***Benchmark***" means, initially, three-month USD LIBOR; *provided* that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to three-month USD LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

"***Benchmark Replacement***" means the Interpolated Benchmark with respect to the then-current Benchmark, plus the Benchmark Replacement Adjustment for such Benchmark; *provided* that if the Partnership (or its Designee) cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Partnership (or its Designee) as of the Benchmark Replacement Date:

(1) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;

(2) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;

(4) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;

(5) the sum of: (a) the alternate rate of interest that has been selected by the Partnership (or its Designee) as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

"***Benchmark Replacement Adjustment***" means the first alternative set forth in the order below that can be determined by the Partnership (or its Designee) as of the Benchmark Replacement Date:

(1) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Partnership (or its Designee) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated floating rate notes at such time.

"***Benchmark Replacement Conforming Changes***" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Partnership (or its Designee) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Partnership (or its Designee) decides that adoption of any portion of such market practice is not administratively feasible or if the Partnership (or its Designee) determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Partnership (or its Designee) determines is reasonably necessary). No such change shall affect the Trustee's or the Calculation Agent's own rights, duties or immunities under the Indenture, the Calculation Agency Agreement or otherwise without their consent.

"***Benchmark Replacement Date***" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

"***Benchmark Transition Event***" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

"***Compounded SOFR***" means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Partnership (or its Designee) in accordance with:

(1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that:

(2) if, and to the extent that, the Partnership (or its Designee) determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Partnership (or its Designee) giving due consideration to any industry-accepted market practice for U.S. dollar denominated floating rate notes at such time.

For the avoidance of doubt, the calculation of Compounded SOFR shall exclude the Benchmark Replacement Adjustment and the margin of 0.900% referenced above.

"***Corresponding Tenor***" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

"***Federal Reserve Bank of New York's Website***" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"***Interpolated Benchmark***" with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

"***ISDA Definitions***" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"***ISDA Fallback Adjustment***" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

"***ISDA Fallback Rate***" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"***Reference Time***" with respect to any determination of the Benchmark means (1) if the Benchmark is three-month USD LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such determination, and (2) if the Benchmark is not three-month USD LIBOR, the time determined by the Partnership (or its Designee) in accordance with the Benchmark Replacement Conforming Changes.

"***Relevant Governmental Body***" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"***SOFR***" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator), on the Federal Reserve Bank of New York's Website.

"***Term SOFR***" means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"***Unadjusted Benchmark Replacement***" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

All percentages resulting from any of the above calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with five one-millionths of a percentage point being rounded upwards (e.g., 8.986865% (or 0.08986865) being rounded to 8.98687% (or 0.0898687)) and all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one-half cent being rounded upwards).

Notwithstanding the foregoing, the interest rate in any interest period shall in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application. The Calculation Agent shall have no duty to determine whether the interest rate in any interest period exceeds such maximum rate and the Calculation Agent may conclusively presume that the interest rate in any interest period does not exceed such maximum rate. The minimum interest rate shall not be less than 0.000%.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Partnership maintained for that purpose in New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that (1) payments on any Global Security shall be made by electronic (same-day) funds transfer to the Depositary and (2) at the option of the Partnership payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Debt Security Register or by electronic funds transfer to an account maintained by the Person entitled thereto as specified in the Debt Security Register, provided that such Person shall have given the Trustee written instructions.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Partnership has caused this instrument to be duly executed.

Dated:

MPLX LP

By: MPLX GP LLC, its General Partner

_____

Name:
Title:

Attest: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Debt Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____

Authorized Signatory

MPLX LP
Floating Rate Senior Notes due 2021

This Security is one of a duly authorized issue of Debt Securities of the Partnership (herein called the "Securities"), issued and to be issued in one or more series under a Senior Indenture, dated as of February 12, 2015, as amended or supplemented to date, including as supplemented and amended by the Fifteenth Supplemental Indenture, dated as of September 9, 2019 (herein called the "Indenture," which term shall have the meaning assigned to it in such instrument), between the Partnership and The Bank of New York Mellon Trust Company, N.A., as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Partnership, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof initially limited in aggregate principal amount to $1,000,000,000.

On or after the Par Call Date (as defined below), the Securities are subject to redemption, in whole at any time or in part from time to time, at the election of the Partnership, at a redemption price equal to 100% of the principal amount of such Securities to be redeemed plus accrued and unpaid interest on the principal amount being redeemed to, but not including, the Redemption Date.

The Securities will not be redeemable prior to the Par Call Date of the principal hereof except under the conditions set forth below.

"Par Call Date" means September 10, 2020 (the first business day after the date that is one year prior to the maturity of the Securities).

Unless the Partnership defaults in payment of the redemption price, on or after the Redemption Date, interest will cease to accrue on the Securities or portions thereof called for redemption.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or of certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

The Indenture contains provisions permitting the Partnership and the Trustee to modify the Indenture or any supplemental indenture without the consent of the Holders for one or more of the following purposes: (1) to evidence the succession of another Person to the Partnership; (2) to surrender any right or power conferred by the Indenture, to add to the covenants for the protection of the Holders of the Securities or to add additional defaults or events of default; (3) to cure any ambiguity, to correct or

supplement any provision of the Indenture which may be defective or inconsistent with any other provision of the Indenture or to make any other provisions with respect to matters or questions arising under the Indenture as shall not adversely affect the interests of the Holders; (4) to permit qualification of the Indenture or any supplemental indenture under the TIA; (5) to permit or facilitate the issuance of Debt Securities of any series in uncertificated form; (6) to secure any or all Debt Securities; (7) to make any change that does not adversely affect the rights of any Holder; (8) to add to, change or eliminate any of the provisions of the Indenture in respect of one or more Debt Securities, under certain conditions specified therein; (9) to evidence and provide acceptance of appointment thereunder by a successor or separate Trustee and to add to or change the provisions under the Indenture as necessary; and (10) to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Indenture.

The Indenture also permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Partnership and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Partnership and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of at least a majority in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all Securities, to waive compliance by the Partnership with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities, the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of the Securities then Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Partnership, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Debt Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Partnership in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Partnership and the Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Securities are exchangeable for a like aggregate principal amount of Securities and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but, subject to any applicable provisions of the Indenture, the Partnership may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Partnership, the Trustee and any agent of the Partnership or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Partnership, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meaning assigned to them in the Indenture.

FORM OF ASSIGNMENT

ABBREVIATIONS

Customary abbreviations may be used in the name of a Securityholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please insert Social Security or other identifying number of assignee

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE

the within Security and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Security on the books of the Partnership, with full power of substitution in the premises.

Dated:

Notice: This signature to the assignment must correspond with the name as written on the face of the within instrument in every particular, without alteration or enlargement, or any change whatever.

SCHEDULE OF INCREASES OR DECREASES IN THE PRINCIPAL AMOUNT OF SECURITIES

The original principal amount of this Security is [●] U.S. Dollars ($[●]). The following increases or decreases in the principal amount of this Security have been made:

Date of increase or decrease	Amount of decrease in principal amount of this Security	Amount of increase in principal amount of this Security	Principal amount of this Security following such decrease or increase	Signature of authorized signatory of Trustee or Depositary

Exhibit 4.6

SIXTEENTH SUPPLEMENTAL INDENTURE

THIS SIXTEENTH SUPPLEMENTAL INDENTURE, dated as of September 9, 2019 (this "Supplemental Indenture"), is between **MPLX LP**, a limited partnership duly formed and existing under the laws of the State of Delaware (the "Partnership"), and **The Bank of New York Mellon Trust Company, N.A.**, a national banking association, as trustee (the "Trustee").

WITNESSETH

WHEREAS, pursuant to the Senior Indenture, dated as of February 12, 2015, as supplemented by the First Supplemental Indenture, dated as of February 12, 2015, the Second Supplemental Indenture, dated as of December 22, 2015, the Third Supplemental Indenture, dated as of December 22, 2015, the Fourth Supplemental Indenture, dated as of December 22, 2015, the Fifth Supplemental Indenture, dated as of December 22, 2015, the Sixth Supplemental Indenture, dated as of February 10, 2017, the Seventh Supplemental Indenture, dated as of February 10, 2017, the Eighth Supplemental Indenture, dated as of February 8, 2018, the Ninth Supplemental Indenture, dated as of February 8, 2018, the Tenth Supplemental Indenture, dated as of February 8, 2018, the Eleventh Supplemental Indenture, dated as of February 8, 2018, the Twelfth Supplemental Indenture, dated as of February 8, 2018, the Thirteenth Supplemental Indenture, dated as of November 15, 2018, the Fourteenth Supplemental Indenture, dated as of November 15, 2018 and the Fifteenth Supplemental Indenture, dated as of September 9, 2019 (as so supplemented, the "Indenture"), in each case between the Partnership and the Trustee, the Partnership may from time to time issue and sell Debt Securities in one or more series;

WHEREAS, the Partnership desires to create and authorize a new series of Debt Securities entitled "Floating Rate Senior Notes due 2022" (the "Notes"), limited initially to $1,000,000,000 in aggregate principal amount, and to provide the terms and conditions upon which the Notes are to be executed, registered, authenticated, issued and delivered, the Partnership has duly authorized the execution and delivery of this Supplemental Indenture;

WHEREAS, the Notes are a series of Debt Securities and are being issued under the Indenture, as supplemented by this Supplemental Indenture, and are subject to the terms contained therein and herein;

WHEREAS, the Notes are to be substantially in the form attached hereto as Exhibit A; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Partnership and authenticated and delivered by or on behalf of the Trustee as provided in the Indenture and this Supplemental Indenture, the valid, binding and legal obligations of the Partnership, and to make this Supplemental Indenture a legal, binding and enforceable agreement, have been done and performed.

NOW, THEREFORE, in order to declare the terms and conditions upon which the Notes are executed, registered, authenticated, issued and delivered, and in consideration of the foregoing premises and the purchase of such Notes by the Holders thereof, the Partnership and the Trustee mutually covenant and agree, for the equal and proportionate benefit of the Holders from time to time of the Notes, as follows:

Section 1. Definitions. Terms used in this Supplemental Indenture and not defined herein shall have the respective meanings given such terms in the Indenture.

Section 2. Other Definitions. In addition, the following terms shall have the following meanings with respect to the Notes:

"**Board Resolution**" means a copy of a resolution or resolutions of the Board of Directors, certified by the Secretary or an Assistant Secretary of the General Partner to be in full force and effect on the date of such certification, and delivered to the Trustee.

"**Consolidated Net Tangible Assets**" means the aggregate value of all assets of the Partnership and its Subsidiaries after deducting therefrom: (i) all current liabilities, excluding all short-term indebtedness and the current portion of long-term indebtedness; (ii) all investments in unconsolidated subsidiaries and all investments accounted for on the equity basis; and (iii) all goodwill, patents and trademarks, unamortized debt discounts and other similar intangibles (all determined in conformity with generally accepted accounting principles and calculated on a basis consistent with the Partnership's most recent audited consolidated financial statements).

"**Interest Determination Date,**" when used with respect to any installment of interest on any Debt Security, means the date specified in such Debt Security as the fixed date on which such rate of interest is determined.

"**Interest Payment Date,**" when used with respect to any installment of interest on any Debt Security, means the date specified in such Debt Security as the fixed date on which such installment of interest is due and payable.

"**Mortgage**" means as the context may require, (i) to mortgage, pledge, encumber or subject to a lien or (ii) a mortgage, pledge, encumbrance or lien.

"**Predecessor Security**" of any particular Debt Security means every previous Debt Security evidencing all or a portion of the same debt as that evidenced by such particular Debt Security; and, for the purposes of this definition, any Debt Security authenticated and delivered under Section 2.09 of the Indenture in exchange for or in lieu of a mutilated, destroyed, lost or stolen Debt Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Debt Security.

"**Regular Record Date**" for the interest payable on any Interest Payment Date on the Debt Securities means the date specified for that purpose as contemplated by Section 2.03 of the Indenture.

"**Special Record Date**" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 2.17 of the Indenture.

Section 3. Creation and Authorization of Series.

(a) There is hereby created and authorized the following new series of Debt Securities to be issued under the Indenture, to be designated as the "Floating Rate Senior Notes due 2022."

(b) The Notes shall be limited initially to $1,000,000,000 in aggregate principal amount. Notwithstanding the foregoing initial aggregate principal amount, the Partnership may, from time to time, without notice to or consent of the Holders of the Notes, increase the principal amount of the Notes that may be issued under this Supplemental Indenture and issue such increased principal amount (or any portion thereof), in which case any additional Notes so issued will have the same terms and conditions other than the public offering price, original interest accrual date and initial interest payment date, and the same CUSIP numbers as the applicable series of Notes previously issued, will be fungible with the applicable series of Notes previously issued for U.S. federal income tax purposes, and will carry the same right to receive accrued and unpaid interest as the Notes previously issued, and such additional notes will form a single series with the Notes of such series previously issued, including, without limitation, for purposes of waivers, amendments, redemptions and, if any, offers to purchase, and will rank equally and ratably with the Notes of such series previously issued.

(c) The date on which the principal is payable on the Notes, unless accelerated pursuant to the Indenture, shall be as provided in the form of security attached hereto as Exhibit A.

(d) The Notes shall bear interest as provided in the form of security attached hereto as Exhibit A. The Interest Payment Dates and the Regular Record Dates for the determination of Holders of the Notes to whom such interest is payable shall be as provided in the form of security attached hereto as Exhibit A.

(e) The Notes shall be redeemable at the option of the Partnership as set forth in the form of security attached hereto as Exhibit A.

(f) The provisions of Sections 3.04 and 3.05 of the Indenture shall not be applicable to the Notes.

(g) The Notes will be issued only in fully registered form, without coupons, in denominations provided herein and in the form of security attached hereto as Exhibit A.

(h) The Events of Default and covenants specified in the Indenture will apply to the Notes.

(i) For purposes of the provisions set forth in Sections 10.01 and 10.02 of the Indenture, "substantially all of the assets" shall mean, at any date, a portion of the non-current assets reflected in the Partnership's consolidated balance sheet as of the end of the most recent quarterly period that represents at least sixty-six and two-thirds percent (66 2/3%) of the total reported value of such assets.

(j) The defeasance and covenant defeasance provisions of Article XI of the Indenture, including both Sections 11.02 and 11.03 of the Indenture, will apply to the Notes.

(k) The Notes shall be issued in the form of one or more Global Debt Securities substantially in the form of security attached hereto as Exhibit A. The Partnership initially appoints The Depository Trust Company to act as Depositary with respect to the Notes. Additional provisions applicable to the Notes issued in the form of a Global Security are set forth in the form of security attached hereto as Exhibit A.

(l) The Notes shall be issuable only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

(m) The Trustee will initially act as the Registrar for the Notes and as the paying agent with respect to the Notes. The Place of Payment will be The Bank of New York Mellon Trust Company, N.A., 240 Greenwich Street, New York, New York 10286.

(n) Except as otherwise set forth herein and in the Notes, the terms of the Notes shall be as set forth in the Indenture, including those made part of the Indenture by reference to the TIA.

Section 4. Additional Covenants. In addition to the covenants set forth in Article IV of the Indenture, the following additional covenants shall apply with respect to the Notes:

Section 4.10 *Mortgage of Certain Property.*

If the Partnership or any Subsidiary of the Partnership shall Mortgage as security for any indebtedness for money borrowed any pipeline, terminal or other logistics or storage property or asset employed in the transportation, distribution, storage, terminalling, processing or marketing of crude oil, natural gas, condensate or refined products that (i) is located in the United States and (ii) is determined to be a principal property by the Board of Directors in its discretion, the Partnership will secure, or will cause such Subsidiary to secure, the Notes and all other Debt Securities equally and ratably with all indebtedness or obligations secured by the Mortgage then being given; *provided, however,* that this covenant shall not apply in the case of:

(1) any Mortgage existing on February 12, 2015 (whether or not such Mortgage includes an after-acquired property provision);

(2) any Mortgage, including a purchase money Mortgage, incurred in connection with the acquisition or construction of any property (for purposes hereof, the creation of any Mortgage within one hundred eighty (180) days after the acquisition or completion of construction of such property shall be deemed to be incurred in connection with the acquisition of such property), the assumption of any Mortgage previously existing on such acquired property or any Mortgage existing on the property of any entity when such entity becomes a Subsidiary of the Partnership;

(3) any Mortgage on such property in favor of the United States of America, any State, or any agency, department, political subdivision or other instrumentality of either, to secure partial, progress, advance or other payments to the Partnership or any Subsidiary of the Partnership pursuant to the provisions of any contract or any statute;

(4) any Mortgage on such property in favor of the United States of America, any State, or any agency, department, political subdivision or other instrumentality of either, to secure borrowings by the Partnership or any Subsidiary of the Partnership for the purchase or construction of the property Mortgaged;

(5) any Mortgage on any principal property arising in connection with or to secure all or any part of the cost of the repair, construction, improvement or alteration of such principal property or any portion thereof;

(6) any Mortgage on any movable railway, marine or automotive equipment or office building, any of which is located at or on any such principal property;

(7) any Mortgage on any equipment or other personal property used in connection with any such principal property;

(8) any Mortgage on any such principal property arising in connection with the sale of accounts receivable; or

(9) any Mortgage that is a renewal of or substitution for any Mortgage permitted under any of the preceding clauses.

Notwithstanding the foregoing restriction contained in this Section 4.10, the Partnership may and may permit its Subsidiaries to incur liens or grant Mortgages on property covered by the restriction above so long as the net book value of the property so encumbered, together with all property subject to the restriction on sale and leasebacks contained in Section 4.11, does not, at the time such lien or Mortgage is granted, exceed fifteen percent (15%) of Consolidated Net Tangible Assets.

Section 4.11 *Sale and Leaseback of Certain Properties.*

The Partnership will not, nor will it permit any Subsidiary of the Partnership to, sell or transfer any pipeline, terminal or other logistics or storage property or asset employed in the transportation, distribution, storage, terminalling, processing or marketing of crude oil, natural gas, condensate or refined products that (i) is located in the United States and (ii) is determined to be a principal property by the Board of Directors in its discretion, with the intention of taking back a lease of such property; *provided, however,* this covenant shall not apply if:

(1) the lease is between the Partnership and a Subsidiary or between Subsidiaries;

(2) the lease is for a temporary period by the end of which it is intended that the use of such property by the lessee will be discontinued;

(3) the Partnership or a Subsidiary of the Partnership could, in accordance with Section 4.10, Mortgage such property without equally and ratably securing the Notes and other series of Debt Securities; or

(4) (A) the Partnership promptly informs the Trustee of such sale,

(B) the net proceeds of such sale are at least equal to the fair value (as evidenced by a Board Resolution) of such property and

(C) the Partnership shall, and in any such case the Partnership covenants that it will, within one hundred and eighty (180) days after such sale, apply an amount equal to the net proceeds of such sale to the retirement of debt of the Partnership, or of a Subsidiary of the Partnership in the case of property of such Subsidiary, maturing, by its terms more than one (1) year after the date on which it was originally incurred (herein called "funded debt"); provided that the amount to be applied to the retirement of funded debt of the Partnership or of a Subsidiary of the Partnership shall be reduced by the amount below if, within seventy-five (75) days after such sale, the Partnership shall deliver to the Trustee an Officer's Certificate

(i) stating that on a specified date after such sale the Partnership or a Subsidiary of the Partnership, as the case may be, voluntarily retired a specified principal amount of funded debt,

(ii) stating that such retirement was not effected by payment at maturity or pursuant to any applicable mandatory sinking fund or prepayment provision (other than provisions requiring retirement of any funded debt of the Partnership or a Subsidiary of the Partnership, as the case may be, under the circumstances referred to in this Section 4.11), and

(iii) stating the then optional redemption or prepayment price applicable to the funded debt so retired or, if there is no such price applicable, the amount applied by the Partnership or a Subsidiary of the Partnership, as the case may be, to the retirement of such funded debt.

In the event of such a sale or transfer, the Partnership shall deliver to the Trustee the Board Resolution referred to in the parenthetical phrase contained in subclause (4)(B) of this Section 4.11 and an Officer's Certificate setting forth all material facts under this Section 4.11. For the purposes of this Section 4.11, the term retirement of such funded debt shall include the "in substance defeasance" of such funded debt in accordance with then applicable accounting rules.

Section 5. Effect of Supplemental Indenture. The provisions of this Supplemental Indenture are intended to supplement those of the Indenture as in effect immediately prior to the execution and delivery hereof. The Indenture shall remain in full force and effect except to the extent that the provisions of the Indenture are expressly modified by the terms of this Supplemental Indenture.

Section 6. Governing Law. This Supplemental Indenture and the Notes shall be governed by and construed in accordance with the law of the State of New York, without giving effect to any principles of conflicts of laws thereunder to the extent the application of the laws of another jurisdiction would be required thereby.

Section 7. Trustee Not Responsible for Recitals or Issuance of Notes. The recitals and statements contained herein shall be taken as statements of the Partnership, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture or of the Notes other than with respect to the Trustee's authentication. The Trustee shall not be accountable for the use or application by the Partnership of the Notes or the proceeds thereof.

Section 8. Conflict with TIA. If any provision hereof limits, qualifies or conflicts with a provision of the TIA that is required under the TIA to be a part of and govern this Supplemental Indenture, the latter provision shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the latter provision shall be deemed to apply to this Supplemental Indenture as so modified or to be excluded, as the case may be.

Section 9. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall constitute effective execution and delivery of this Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall be deemed to be their original signatures for all purposes of the Supplemental Indenture as to the parties hereto and may be used in lieu of the original.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

MPLX LP

By: MPLX GP LLC, its General Partner

/s/ Peter Gilgen
Name: Peter Gilgen
Title: Vice President and Treasurer

[Signature Page to Sixteenth Supplemental Indenture]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature Page to Sixteenth Supplemental Indenture]

Exhibit A

MPLX LP
Floating Rate Senior Notes due 2022

No. **$**

CUSIP No. 55336V BH2

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE PARTNERSHIP OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO HEREIN.

MPLX LP, a limited partnership duly formed and existing under the laws of the State of Delaware (herein called the "Partnership," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [●] ($[●]), or such greater or lesser amount as indicated on the Schedule of Increases or Decreases in the Principal Amount of Securities attached hereto, on September 9, 2022, and to pay interest thereon from September 9, 2019 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, quarterly on March 9, June 9, September 9 and December 9 in each year commencing December 9, 2019, at the rate of three-month USD LIBOR (as defined below) plus 1.100% per annum, as determined on the second London business day preceding the interest period (the "Interest Determination Date"), until the principal hereof is paid or made available for payment. A London business day is a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Debt Security (or one or more Predecessor Securities) is registered at

the close of business on the fifteenth calendar day. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Debt Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Debt Securities of this series may be listed, and upon such notice as may be required by such exchange all as more fully provided in said Indenture. If an Interest Payment Date (other than a Stated Maturity) for the Securities falls on a day that is not a Business Day, the Interest Payment Date shall be postponed to the next succeeding Business Day unless such next succeeding Business Day would be in the following month, in which case, the Interest Payment Date shall be the immediately preceding Business Day. If a Stated Maturity or a Redemption Date with respect to this Security falls on a day that is not a Business Day, the payment will be made on the next Business Day and no interest will accrue for the period from and after such Stated Maturity or Redemption Date.

On any Interest Determination Date, "USD LIBOR" will be equal to the offered rate for deposits in U.S. dollars having an index maturity of three months, in amounts of at least $1,000,000, as such rate appears on "Bloomberg Page BBAM" or "Reuters Page LIBOR01" at approximately 11:00 a.m., London time, on such Interest Determination Date.

If no offered rate appears on "Bloomberg BBAM" or "Reuters Page LIBOR01" on an Interest Determination Date at approximately 11:00 a.m., London time, then the Partnership will select four major banks in the London interbank market and shall request each of their principal London offices to provide to the Calculation Agent for the Securities a quotation of the rate at which three-month deposits in U.S. dollars in amounts of at least $1,000,000 are offered by it to prime banks in the London interbank market, on that date and at that time, that is representative of single transactions at that time. If at least two quotations are provided, USD LIBOR will be the arithmetic average of the quotations provided. Otherwise, the Partnership will select three major banks in New York City and shall request each of them to provide to the Calculation Agent a quotation of the rate offered by them at approximately 11:00 a.m., New York City time, on the Interest Determination Date for loans in U.S. dollars to leading European banks having an index maturity of three months for the applicable interest period in an amount of at least $1,000,000 that is representative of single transactions at that time. If three quotations are provided, USD LIBOR will be the arithmetic average of the quotations provided. Otherwise, the rate of USD LIBOR for the next interest period will be set equal to the rate of USD LIBOR for the then-current interest period.

"Bloomberg Page BBAM" means the display designated as "BBAM" on Bloomberg (or any successor service) (or such other page as may replace Page BBAM on Bloomberg or any successor service).

"Reuters Page LIBOR01" means the display designated as "LIBOR01" on Reuters (or any successor service) (or such other page as may replace Page LIBOR01 on Reuters or any successor service).

Notwithstanding the foregoing paragraphs, if the Partnership, the Calculation Agent, a successor calculation agent, or a designee of the Partnership (any of such entities, a "Designee") determines on or prior to the relevant Interest Determination Date that a Benchmark Transition Event and its related Benchmark Replacement Date (each, as defined below) have occurred with respect to USD LIBOR, then the provisions set forth below under "*Effect of Benchmark Transition Event*" will thereafter apply to all determinations of the rate of interest payable on this Security. In accordance with such provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the rate of interest that will be applicable for each interest period will be an annual rate equal to the sum of the Benchmark Replacement (as defined herein) and 1.100%.

However, if the Partnership or its Designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, but for any reason the Benchmark Replacement has not been determined as of the relevant Interest Determination Date, the interest rate for the applicable interest period for the Securities will be equal to the interest rate on the last Interest Determination Date for such Securities, as determined by the Partnership or its Designee.

Effect of Benchmark Transition Event

Benchmark Replacement. If the Partnership or its Designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to this Security in respect of such determination on such date and all determinations on all subsequent dates.

Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Partnership or its Designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

Decisions and Determinations. Any determination, decision or election that may be made by the Partnership (or its Designee) pursuant to this Section titled "*Effect of Benchmark Transition Event*," including any determination with respect to tenor, rate or adjustment or of the occurrence or nonoccurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding on the Holders, the Trustee, the Paying Agent and the Calculation Agent, absent manifest error, will be made in the Partnership's (or its Designee's) sole discretion and, notwithstanding anything to the contrary in the documentation relating to this Security, shall become effective without consent from the holders of this Security or any other party. None of the Trustee, the Paying Agent or the Calculation Agent shall have any responsibility to determine whether any manifest error has occurred and may conclusively assume that no manifest error exists and shall suffer no liability in so assuming.

Certain Defined Terms. As used in this Section titled "*Effect of Benchmark Transition Event*":

"***Benchmark***" means, initially, three-month USD LIBOR; *provided* that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to three-month USD LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

"***Benchmark Replacement***" means the Interpolated Benchmark with respect to the then-current Benchmark, plus the Benchmark Replacement Adjustment for such Benchmark; *provided* that if the Partnership (or its Designee) cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Partnership (or its Designee) as of the Benchmark Replacement Date:

(1) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;

(2) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;

(3) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;

(4) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;

(5) the sum of: (a) the alternate rate of interest that has been selected by the Partnership (or its Designee) as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

"***Benchmark Replacement Adjustment***" means the first alternative set forth in the order below that can be determined by the Partnership (or its Designee) as of the Benchmark Replacement Date:

(1) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Partnership (or its Designee) giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated floating rate notes at such time.

"***Benchmark Replacement Conforming Changes***" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Partnership (or its Designee) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Partnership (or its Designee) decides that adoption of any portion of such market practice is not administratively feasible or if the Partnership (or its Designee) determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Partnership (or its Designee) determines is reasonably necessary). No such change shall affect the Trustee's or the Calculation Agent's own rights, duties or immunities under the Indenture, the Calculation Agency Agreement or otherwise without their consent.

"***Benchmark Replacement Date***" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

"***Benchmark Transition Event***" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

"***Compounded SOFR***" means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Partnership (or its Designee) in accordance with:

(1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that:

(2) if, and to the extent that, the Partnership (or its Designee) determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Partnership (or its Designee) giving due consideration to any industry-accepted market practice for U.S. dollar denominated floating rate notes at such time.

For the avoidance of doubt, the calculation of Compounded SOFR shall exclude the Benchmark Replacement Adjustment and the margin of 1.100% referenced above.

"***Corresponding Tenor***" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

"***Federal Reserve Bank of New York's Website***" means the website of the Federal Reserve Bank of New York at http://www.newyorkfed.org, or any successor source.

"***Interpolated Benchmark***" with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

"***ISDA Definitions***" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"***ISDA Fallback Adjustment***" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

"***ISDA Fallback Rate***" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

"***Reference Time***" with respect to any determination of the Benchmark means (1) if the Benchmark is three-month USD LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such determination, and (2) if the Benchmark is not three-month USD LIBOR, the time determined by the Partnership (or its Designee) in accordance with the Benchmark Replacement Conforming Changes.

"***Relevant Governmental Body***" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"***SOFR***" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator), on the Federal Reserve Bank of New York's Website.

"***Term SOFR***" means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"***Unadjusted Benchmark Replacement***" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

All percentages resulting from any of the above calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with five one-millionths of a percentage point being rounded upwards (e.g., 8.986865% (or 0.08986865) being rounded to 8.98687% (or 0.0898687)) and all U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one-half cent being rounded upwards).

Notwithstanding the foregoing, the interest rate in any interest period shall in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application. The Calculation Agent shall have no duty to determine whether the interest rate in any interest period exceeds such maximum rate and the Calculation Agent may conclusively presume that the interest rate in any interest period does not exceed such maximum rate. The minimum interest rate shall not be less than 0.000%.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Partnership maintained for that purpose in New York, New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that (1) payments on any Global Security shall be made by electronic (same-day) funds transfer to the Depositary and (2) at the option of the Partnership payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Debt Security Register or by electronic funds transfer to an account maintained by the Person entitled thereto as specified in the Debt Security Register, provided that such Person shall have given the Trustee written instructions.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Partnership has caused this instrument to be duly executed.

Dated:

MPLX LP

By: MPLX GP LLC, its General Partner

_____

Name:
Title:

Attest: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Debt Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____

Authorized Signatory

MPLX LP
Floating Rate Senior Notes due 2022

This Security is one of a duly authorized issue of Debt Securities of the Partnership (herein called the "Securities"), issued and to be issued in one or more series under a Senior Indenture, dated as of February 12, 2015, as amended or supplemented to date, including as supplemented and amended by the Sixteenth Supplemental Indenture, dated as of September 9, 2019 (herein called the "Indenture," which term shall have the meaning assigned to it in such instrument), between the Partnership and The Bank of New York Mellon Trust Company, N.A., as Trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Partnership, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof initially limited in aggregate principal amount to $1,000,000,000.

On or after the Par Call Date (as defined below), the Securities are subject to redemption, in whole at any time or in part from time to time, at the election of the Partnership, at a redemption price equal to 100% of the principal amount of such Securities to be redeemed plus accrued and unpaid interest on the principal amount being redeemed to, but not including, the Redemption Date.

The Securities will not be redeemable prior to the Par Call Date of the principal hereof except under the conditions set forth below.

"Par Call Date" means September 10, 2020 (the first business day after the date that is two years prior to the maturity of the Securities).

Unless the Partnership defaults in payment of the redemption price, on or after the Redemption Date, interest will cease to accrue on the Securities or portions thereof called for redemption.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or of certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

The Indenture contains provisions permitting the Partnership and the Trustee to modify the Indenture or any supplemental indenture without the consent of the Holders for one or more of the following purposes: (1) to evidence the succession of another Person to the Partnership; (2) to surrender any right or power conferred by the Indenture, to add to the covenants for the protection of the Holders of the Securities or to add additional defaults or events of default; (3) to cure any ambiguity, to correct or

supplement any provision of the Indenture which may be defective or inconsistent with any other provision of the Indenture or to make any other provisions with respect to matters or questions arising under the Indenture as shall not adversely affect the interests of the Holders; (4) to permit qualification of the Indenture or any supplemental indenture under the TIA; (5) to permit or facilitate the issuance of Debt Securities of any series in uncertificated form; (6) to secure any or all Debt Securities; (7) to make any change that does not adversely affect the rights of any Holder; (8) to add to, change or eliminate any of the provisions of the Indenture in respect of one or more Debt Securities, under certain conditions specified therein; (9) to evidence and provide acceptance of appointment thereunder by a successor or separate Trustee and to add to or change the provisions under the Indenture as necessary; and (10) to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Indenture.

The Indenture also permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Partnership and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Partnership and the Trustee with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of at least a majority in aggregate principal amount of the Securities at the time Outstanding, on behalf of the Holders of all Securities, to waive compliance by the Partnership with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities, the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of the Securities then Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Partnership, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Debt Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Partnership in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Partnership and the Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, the Securities are exchangeable for a like aggregate principal amount of Securities and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but, subject to any applicable provisions of the Indenture, the Partnership may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Partnership, the Trustee and any agent of the Partnership or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Partnership, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meaning assigned to them in the Indenture.

FORM OF ASSIGNMENT

ABBREVIATIONS

Customary abbreviations may be used in the name of a Securityholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

Please insert Social Security or other identifying number of assignee

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE

the within Security and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Security on the books of the Partnership, with full power of substitution in the premises.

Dated:

Notice: This signature to the assignment must correspond with the name as written on the face of the within instrument in every particular, without alteration or enlargement, or any change whatever.

SCHEDULE OF INCREASES OR DECREASES IN THE PRINCIPAL AMOUNT OF SECURITIES

The original principal amount of this Security is [●] U.S. Dollars ($[●]). The following increases or decreases in the principal amount of this Security have been made:

Date of increase or decrease	Amount of decrease in principal amount of this Security	Amount of increase in principal amount of this Security	Principal amount of this Security following such decrease or increase	Signature of authorized signatory of Trustee or Depositary

Exhibit 5.1

JONES DAY

NORTH POINT • 901 LAKESIDE AVENUE • CLEVELAND, OHIO 44114.1190

TELEPHONE: +1.216.586.3939 • FACSIMILE: +1.216.579.0212

September 9, 2019

MPLX LP
200 E. Hardin Street
Findlay, Ohio 45840

Re: $1,000,000,000 of Floating Rate Senior Notes due 2021 of MPLX LP
$1,000,000,000 of Floating Rate Senior Notes due 2022 of MPLX LP

Ladies and Gentlemen:

We are acting as counsel for MPLX LP, a Delaware limited partnership (the "***Partnership***"), in connection with the issuance and sale of (i) $1,000,000,000 aggregate principal amount of the Partnership's Floating Rate Senior Notes due 2021 (the "***2021 Notes***") and (ii) $1,000,000,000 aggregate principal amount of the Partnership's Floating Rate Senior Notes due 2022 (together with the 2021 Notes, the "***Notes***"), pursuant to the Underwriting Agreement, dated September 4, 2019, among the Partnership, MPLX GP LLC, a Delaware limited liability company and the general partner of the Partnership (the "***General Partner***"), and Citigroup Global Markets Inc., Barclays Capital Inc. and RBC Capital Markets, LLC, acting as representatives of the several underwriters named therein. The Notes will be issued pursuant to a senior indenture, dated as of February 12, 2015 (as amended, supplemented or otherwise modified to the date hereof, the "***Base Indenture***"), between the Partnership and The Bank of New York Mellon Trust Company, N.A., as trustee (the "***Trustee***"), as supplemented by the Fifteenth Supplemental Indenture, dated as of the date hereof (the "***Fifteenth Supplemental Indenture***"), between the Partnership and the Trustee, and the Sixteenth Supplemental Indenture, dated as of the date hereof (together with the Fifteenth Supplemental Indenture, and the Base Indenture, the "***Indenture***"), between the Partnership and the Trustee.

In connection with the opinion expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of such opinion. Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, we are of the opinion that the Notes constitute valid and binding obligations of the Partnership.

For the purposes of the opinion expressed herein, we have assumed that (i) the Trustee has authorized, executed and delivered the Indenture, (ii) the Notes have been duly authenticated by the Trustee in accordance with the terms of the Indenture and (iii) the Indenture is the valid, binding and enforceable obligation of the Trustee.

The opinion expressed herein is limited by (i) bankruptcy, insolvency, reorganization, fraudulent transfer and fraudulent conveyance, voidable preference, moratorium or other similar laws and related regulations and judicial doctrines from time to time in effect relating to or affecting creditors' rights generally and (ii) general equitable principles and public policy considerations, whether such principles and considerations are considered in a proceeding at law or at equity.

As to facts material to the opinion and assumptions expressed herein, we have relied upon oral or written statements and representations of the officers and other representatives of the General Partner and others.

The opinion expressed herein is limited to the Delaware Revised Uniform Limited Partnership Act and the laws of the State of New York, in each case as currently in effect, and we express no opinion as to the effect of the laws of any other jurisdiction.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Current Report on Form8-K dated the date hereof filed by the Partnership and incorporated by reference into the Registration Statement on Form S-3 (Registration No. 333-220267) (the "***Registration Statement***"), filed by the Partnership to effect the registration of the Notes under the Securities Act of 1933 (the "***Act***") and to the reference to Jones Day under the caption "Legal Matters" in the prospectus constituting a part of such Registration Statement. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day