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

Form 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **March 31, 2025**

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from **to**

Commission file number 001-35721

DELEK LOGISTICS PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware		**45-5379027**
(State or other jurisdiction of incorporation or organization)		*(I.R.S. Employer Identification No.)*

310 Seven Springs Way, Suite 500	**Brentwood**	**Tennessee**	**37027**
(Address of principal executive offices)			*(Zip Code)*

(615) 771-6701

(Registrant's telephone number, including area code)

Not applicable

(Former name, former address and former fiscal year, if changed since last report)

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Units Representing Limited Partnership Interests	DKL	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☑ Non-accelerated filer ☐ Smaller reporting company ☐ 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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

At May 1, 2025, there were 53,440,788 common limited partner units outstanding.

Delek Logistics Partners, LP

Quarterly Report on Form 10-Q
For the Quarterly Period Ended March 31, 2025

PART I. FINANCIAL INFORMATION

PART II. OTHER INFORMATION

Part I - FINANCIAL INFORMATION

Item 1. Financial Statements

Delek Logistics Partners, LP

Condensed Consolidated Balance Sheets (Unaudited)

(thousands, except unit and per unit data)

	March 31, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 2,107	$ 5,384
Accounts receivable	68,650	54,725
Accounts receivable from related parties	54,902	33,313
Lease receivable - affiliate	21,065	22,783
Inventory	8,659	5,427
Other current assets	1,528	24,260
Total current assets	156,911	145,892
Property, plant and equipment:		
Property, plant and equipment	1,653,350	1,375,391
Less: accumulated depreciation	(331,367)	(311,070)
Property, plant and equipment, net	1,321,983	1,064,321
Equity method investments	317,466	317,152
Customer relationship intangibles, net	232,959	186,911
Other intangibles, net	130,681	94,547
Goodwill	12,203	12,203
Operating lease right-of-use assets	17,107	16,654
Net lease investment - affiliate	189,683	193,126
Other non-current assets	16,461	10,753
Total assets	$ 2,395,454	$ 2,041,559
LIABILITIES AND DEFICIT		
Current liabilities:		
Accounts payable	$ 59,948	$ 41,380
Interest payable	15,860	30,665
Excise and other taxes payable	9,282	6,764
Current portion of operating lease liabilities	5,534	5,340
Accrued expenses and other current liabilities	6,835	4,629
Total current liabilities	97,459	88,778
Non-current liabilities:		
Long-term debt, net of current portion	2,145,730	1,875,397
Operating lease liabilities, net of current portion	6,199	6,004
Asset retirement obligations	23,250	15,639
Other non-current liabilities	25,381	20,213
Total non-current liabilities	2,200,560	1,917,253
Equity:		
Common unitholders - public; 19,564,761 units issued and outstanding at March 31, 2025 (17,374,618 at December 31, 2024)	525,141	440,957
Common unitholders - Delek Holdings; 33,868,203 units issued and outstanding at March 31, 2025 (34,111,278 at December 31, 2024)	(427,706)	(405,429)
Total equity	97,435	35,528
Total liabilities and equity	$ 2,395,454	$ 2,041,559

See accompanying notes to the condensed consolidated financial statements

Delek Logistics Partners, LP

Condensed Consolidated Statements of Income and Comprehensive Income (Unaudited)
(In thousands, except unit and per unit data)

	Three Months Ended March 31,	
	2025	2024
Net revenues		
Affiliate [1]	$ 126,321	$ 139,625
Third party	123,609	112,450
Net revenues	249,930	252,075
Cost of sales:		
Cost of materials and other - affiliate [1]	89,966	92,882
Cost of materials and other - third party	39,086	30,810
Operating expenses (excluding depreciation and amortization presented below)	40,630	31,695
Depreciation and amortization	26,498	25,167
Total cost of sales	196,180	180,554
Operating expenses related to wholesale business (excluding depreciation and amortization presented below)	355	221
General and administrative expenses	8,864	4,863
Depreciation and amortization	1,218	1,328
Other operating (income) expense, net	(4,286)	567
Total operating costs and expenses	202,331	187,533
Operating income	47,599	64,542
Interest income	(22,547)	—
Interest expense	41,101	40,229
Income from equity method investments	(10,150)	(8,490)
Other income, net	(21)	(171)
Total non-operating expenses, net	8,383	31,568
Income before income tax expense	39,216	32,974
Income tax expense	182	326
Net income	39,034	32,648
Comprehensive income	$ 39,034	$ 32,648
Net income per unit:		
Basic	$ 0.73	$ 0.74
Diluted	$ 0.73	$ 0.73
Weighted average common units outstanding:		
Basic	53,604,659	44,406,356
Diluted	53,633,836	44,422,817

[1] See Note 3 for a description of our material affiliate revenue and purchases transactions.

See accompanying notes to the condensed consolidated financial statements

Delek Logistics Partners, LP

Condensed Consolidated Statements of Partners' Equity (Unaudited)
(in thousands)

	Common - Public	Common - Delek Holdings	Total
Balance as of December 31, 2024	$ 440,957	$ (405,429)	$ 35,528
Cash distributions [1]	(21,609)	(37,693)	(59,302)
Net income	14,224	24,810	39,034
Issuance of units	91,511	—	91,511
Unit repurchase	—	(10,000)	(10,000)
Other	58	606	664
Balance as of March 31, 2025	$ 525,141	$ (427,706)	$ 97,435

	Common - Public	Common - Delek Holdings	Total
Balance as of December 31, 2023	$ 160,402	$ (322,271)	$ (161,869)
Cash distributions [1]	(10,012)	(36,198)	(46,210)
Net income	7,404	25,244	32,648
Issuance of units	132,327	—	132,327
Other	(70)	707	637
Balance as of March 31, 2024	$ 290,051	$ (332,518)	$ (42,467)

[1] Cash distributions include $0.2 million related to distribution equivalents on vested phantom units for the three months ended March 31, 2024. There were no distribution equivalents on vested phantom units for the three months ended March 31, 2025.

See accompanying notes to the condensed consolidated financial statements

Delek Logistics Partners, LP

Condensed Consolidated Statements of Cash Flows (Unaudited)
(in thousands)

	Three Months Ended March 31,	
	2025	**2024**
Cash flows from operating activities:		
Net income	$ 39,034	$ 32,648
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	27,716	26,495
Non-cash lease expense	2,267	1,939
Amortization of marketing contract intangible	—	1,803
Amortization of deferred revenue	(830)	(572)
Amortization of deferred financing costs and debt discount	1,283	1,250
Income from equity method investments	(10,150)	(8,490)
Dividends from equity method investments	7,338	9,509
Loss on extinguishment of debt	—	3,571
Other non-cash adjustments	(3,028)	1,492
Changes in assets and liabilities:		
Accounts receivable	2,508	(15,862)
Inventories and other current assets	232	670
Accounts payable and other current liabilities	(17,579)	(2,359)
Accounts receivable/payable to related parties	(21,158)	(8,145)
Net investment in leases - affiliate	5,161	—
Non-current assets and liabilities, net	(1,244)	(91)
Net cash provided by operating activities	31,550	43,858
Cash flows from investing activities:		
Purchases of property, plant and equipment	(55,474)	(11,255)
Proceeds from sales of property, plant and equipment	4,318	42
Purchases of intangible assets	(4,558)	(781)
Business combination, net of cash acquired	(181,180)	—
Distributions from equity method investments	2,127	2,133
Net cash used in investing activities	(234,767)	(9,861)
Cash flows from financing activities:		
Distributions to common unitholders - public	(21,609)	(10,012)
Distributions to common unitholders - Delek Holdings	(37,693)	(36,198)
Proceeds from term debt	—	650,000
Payments on term debt	—	(531,250)
Proceeds from revolving facility	598,500	184,900
Payments on revolving facility	(328,800)	(400,200)
Unit repurchase	(10,000)	—
Proceeds from issuance of common units, net of underwriters' discount	—	132,327
Payments on other financing agreements	—	(6,214)
Deferred financing costs paid	—	(10,946)
Other financing activities	(458)	(487)
Net cash provided by (used in) financing activities	199,940	(28,080)
Net (decrease) increase in cash and cash equivalents	(3,277)	5,917
Cash and cash equivalents at the beginning of the period	5,384	3,755
Cash and cash equivalents at the end of the period	$ 2,107	$ 9,672

	Three Months Ended March 31,	
	2025	**2024**
Supplemental disclosures of cash flow information:		
Cash paid during the period for:		
Interest	$ 54,623	$ 28,503
Non-cash investing activities:		
Common units issued in connection with Gravity Acquisition	$ 91,511	$ —
Increase in accrued capital expenditures	$ 16,469	$ 3,910
Non-cash financing activities:		
Non-cash lease liability arising from obtaining right of use assets during the period	$ 9,447	$ 537

See accompanying notes to the condensed consolidated financial statements

Delek Logistics Partners, LP

Notes to the Condensed Consolidated Financial Statements (Unaudited)

1. Organization and Basis of Presentation

As used in this report, the terms "Delek Logistics Partners, LP," the "Partnership," "we," "us," or "our" may refer to Delek Logistics Partners, LP, one or more of its consolidated subsidiaries or all of them taken as a whole. The Partnership is a Delaware limited partnership formed in April 2012 by Delek US Holdings, Inc. ("Delek Holdings") and its subsidiary Delek Logistics GP, LLC, our general partner (our "general partner").

The Partnership provides gathering, pipeline and other transportation services primarily for crude oil and natural gas customers, storage, wholesale marketing and terminalling services primarily for intermediate and refined product customers, and water disposal and recycling services through its owned assets and joint ventures located primarily in the Permian Basin and other select areas in the Gulf Coast region. A majority of our existing assets are both integral to and dependent upon the success of Delek Holdings' refining operations, as many of our assets are contracted exclusively to Delek Holdings in support of its Tyler, Texas (the "Tyler Refinery"), El Dorado, Arkansas (the "El Dorado Refinery") and Big Spring, Texas (the "Big Spring Refinery").

On January 2, 2025, we acquired 100% of the limited liability company interests in Gravity Water Intermediate Holdings LLC from Gravity Water Holdings LLC (the "Seller") related to the Seller's water disposal and recycling operations in the Permian Basin and the Bakken (the “Gravity Acquisition”). See Note 2 for further information.

Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP") have been condensed or omitted, although management believes that the disclosures herein are adequate to make the financial information presented not misleading. Our unaudited condensed consolidated financial statements have been prepared in conformity with GAAP applied on a consistent basis with those of the annual audited financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2024 (our "Annual Report on Form 10-K"), filed with the U.S. Securities and Exchange Commission (the "SEC") on February 26, 2025 and in accordance with the rules and regulations of the SEC. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto for the year ended December 31, 2024 included in our Annual Report on Form 10-K.

All adjustments necessary for a fair presentation of the financial position and the results of operations for the interim periods presented have been included. All intercompany accounts and transactions have been eliminated. Such intercompany transactions do not include those with Delek Holdings or our general partner, which are presented as related parties in these accompanying condensed consolidated financial statements. All adjustments are of a normal, recurring nature. Operating results for the interim period should not be viewed as representative of results that may be expected for any future interim period or for the full year.

Accounting Pronouncements Not Yet Adopted

ASU 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40)

In November 2024, the FASB issued ASU 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40) ("ASU 2024-03"). ASU 2024-03 requires disaggregation of expenses into specific categories such as purchase of inventory, employee compensation, depreciation, and intangible asset amortization, by relevant expense caption on the statement of operations. This update is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted on either a prospective or retrospective basis. The adoption will not affect our financial position or our results of operations. The adoption of ASU 2024-03 will not affect our financial position or our results of operations, but will result in additional disclosures.

2. Acquisitions

Gravity Acquisition

On January 2, 2025, we completed the Gravity Acquisition for a preliminary purchase price of $300.8 million, subject to customary adjustments for net working capital. The purchase price was comprised of $209.3 million in cash consisting of a cash deposit of $22.8 million paid in December 2024 upon execution of the purchase agreement and $186.5 million paid at closing on January 2, 2025 and 2,175,209 of common units.

For the three months ended March 31, 2025, we incurred $3.1 million in incremental direct acquisition and integration costs that principally consist of legal, advisory and other professional fees. Such costs are included in general and administrative expenses in the accompanying condensed consolidated statements of income and comprehensive income.

Our consolidated financial and operating results reflect the Gravity Acquisition operations beginning January 2, 2025. Our results of operations included revenue and net income of $22.9 million and $9.9 million, respectively, for the period from January 2, 2025 through March 31, 2025 related to these operations.

This acquisition was accounted for using the acquisition method of accounting, whereby the purchase price is measured at acquisition date fair value of assets acquired and liabilities assumed.

Determination of Purchase Price

The table below presents the estimated purchase price (in thousands):

Base purchase price:	$	291,561
Less: Adjusted Net Working Capital (as defined in the Gravity Acquisition Agreement)		3,814
*Plus: V*arious closing adjustments		5,433
Adjusted purchase price	$	300,808
Cash paid	$	209,297
Fair value of common units issued [1]		91,511
Preliminary purchase price	$	300,808

[1] The increase from the $85.0 million base purchase price outlined in the purchase agreement for the common unit consideration was driven by an appreciation in the common unit price.

Purchase Price Allocation

The following table summarizes the preliminary fair values of assets acquired and liabilities assumed in the Gravity Acquisition as of January 2, 2025 (in thousands):

Assets acquired:		
Cash and cash equivalents	$	5,317
Accounts receivables		16,433
Inventories		1,851
Other current assets		1,681
Property, plant and equipment		208,313
Operating lease right-of-use assets		107
Customer relationship intangible [1]		50,674
Other intangibles [1]		31,921
Other non-current assets		58
Total assets acquired		316,355
Liabilities assumed:		
Accounts payable		2,459
Accrued expenses and other current liabilities		5,783
Current portion of operating lease liabilities		54
Asset retirement obligations		7,202
Operating lease liabilities, net of current portion		49
Total liabilities assumed		15,547
Fair value of net assets acquired	$	300,808

[1] The acquired intangible assets amount includes the following identified intangibles:

- Customer relationship intangible that is subject to amortization with a preliminary fair value of $50.7 million, which we estimate to be amortized over 10 to 25 years.
- Rights-of-way intangibles are valued at $31.9 million, the majority of which have an indefinite life.

These fair value estimates are preliminary and therefore, the final fair value of assets acquired and liabilities assumed and the resulting effect on our financial position may change once all necessary information has become available and we finalize our valuations. To the extent possible, estimates have been considered and recorded, as appropriate, for the items above based on the information available as of March 31, 2025. We will continue to evaluate these items until they are satisfactorily resolved and adjust our purchase price allocation accordingly, within the allowable measurement period (not to exceed one year from the date of acquisition), as defined by ASC 805.

The fair value of property, plant and equipment was based on the combination of the cost and market approaches. Key assumptions in the cost approach include determining the replacement cost by evaluating recently published data and adjusting replacement cost for physical deterioration, functional and economic obsolescence. We used the market approach to measure the value of certain assets through an analysis of recent sales or offerings of comparable properties.

Customer relationships were valued using the income approach, with essential assumptions including projected revenues from these relationships, attrition rates, operating margins, and discount rates.

The fair values discussed above were based on significant inputs that are not observable in the market and, therefore, represent Level 3 measurements. For all other current assets and payables, their fair values were considered equivalent to their carrying amounts due to their short-term nature.

Unaudited Pro Forma Financial Information

The following table summarizes the unaudited pro forma financial information of the Partnership assuming the Gravity Acquisition had occurred on January 1, 2024. The unaudited pro forma financial information has been adjusted to give effect to certain pro forma adjustments that are directly related to this acquisition based on available information and certain assumptions that management believes are factually supportable. The most significant pro forma adjustments relate to (i) incremental interest expense associated with revolving credit facility borrowings incurred in connection with this acquisition, (ii) incremental depreciation resulting from the estimated fair values of acquired property, plant and equipment, (iii) incremental amortization resulting from the estimated fair value of the acquired customer relationship intangible and, (iv) transaction costs. The unaudited pro forma financial information excludes any expected cost savings or other synergies as a result of this acquisition. The unaudited pro forma financial information is not necessarily indicative of the results of operations that would have been achieved had this acquisition been effective as of the date presented, nor is it indicative of future operating results of the combined company. Actual results may differ significantly from the unaudited pro forma financial information.

	Three Months Ended March 31,	
	2025	2024
(in thousands)		
Net sales	$ 249,930	$ 283,775
Net income attributable to partners	$ 42,134	$ 38,148

H2O Midstream Acquisition

On September 11, 2024, we completed an acquisition in which we acquired 100% of the limited liability company interests in H2O Midstream Intermediate, LLC, H2O Midstream Permian LLC, and H2O Midstream LLC ("H2O Midstream Acquisition") from H2O Midstream Holdings, LLC. The H2O Midstream Acquisition included water disposal and recycling operations in the Midland Basin in Texas, for total consideration of $229.7 million, subject to customary adjustments for net working capital. The purchase price was comprised of $159.7 million in cash and $70.0 million of preferred units (“Preferred Units”). The cash portion was financed through a combination of cash on hand and borrowings under the DKL Credit Facility (as defined in Note 6).

For the three months ended March 31, 2025, we incurred $0.1 million in incremental direct acquisition and integration costs that principally consist of legal, advisory and other professional fees. Such costs are included in general and administrative expenses in the accompanying condensed consolidated statements of income and comprehensive income.

Our results of operations included revenue and net income of $16.5 million and $7.1 million, respectively, for the three months ended March 31, 2025 related to these operations.

This acquisition was accounted for using the acquisition method of accounting, whereby the purchase price is measured at acquisition date fair value of assets acquired and liabilities assumed.

Determination of Purchase Price

The table below presents the estimated purchase price (in thousands):

Base purchase price:	$	230,000
Less: Adjusted Net Working Capital (as defined in the H2O Midstream Acquisition Agreement)		(2,596)
Plus: various closing adjustments		2,331
Adjusted purchase price	$	229,735
Cash paid	$	159,735
Fair value of Preferred Units issued		70,000
Preliminary purchase price	$	229,735

Purchase Price Allocation

The following table summarizes the preliminary fair values of assets acquired and liabilities assumed in the H2O Midstream Acquisition as of September 11, 2024 (in thousands):

Assets acquired:		
Accounts receivables	$	6,644
Inventories		2,448
Other current assets		879
Property, plant and equipment		172,374
Operating lease right-of-use assets		2,058
Customer relationship intangible [(1)]		26,270
Other intangibles [(1)]		33,268
Other non-current assets		21
Total assets acquired		243,962
Liabilities assumed:		
Accounts payable		1,833
Accrued expenses and other current liabilities		7,045
Current portion of operating lease liabilities		278
Asset retirement obligations		4,852
Operating lease liabilities, net of current portion		219
Total liabilities assumed		14,227
Fair value of net assets acquired	$	229,735

[(1)] The acquired intangible assets amount includes the following identified intangibles:

- Customer relationship intangible that is subject to amortization with a preliminary fair value of $26.3 million, which will be amortized over an 13.4 years useful life.
- Rights-of-way intangibles are valued at $28.5 million, which have an indefinite life.
- Favorable supply contract intangible that is subject to amortization with a preliminary fair value of $4.8 million which will be amortized over a 4.8 years useful life.

These fair value estimates are preliminary and therefore, the final fair value of assets acquired and liabilities assumed and the resulting effect on our financial position may change once all necessary information has become available and we finalize our valuations. To the extent possible, estimates have been considered and recorded, as appropriate, for the items above based on the information available as of March 31, 2025. We will continue to evaluate these items until they are satisfactorily resolved and adjust our purchase price allocation accordingly, within the allowable measurement period (not to exceed one year from the date of acquisition), as defined by ASC 805.

The fair value of property, plant and equipment was based on the combination of the cost and market approaches. Key assumptions in the cost approach include determining the replacement cost by evaluating recently published data and adjusting replacement cost for physical deterioration, functional and economic obsolescence. We used the market approach to measure the value of certain assets through an analysis of recent sales or offerings of comparable properties.

Customer relationships were valued using the income approach, with essential assumptions including projected revenues from these relationships, attrition rates, operating margins, and discount rates.

The fair values discussed above were based on significant inputs that are not observable in the market and, therefore, represent Level 3 measurements. For all other current assets and payables, their fair values were considered equivalent to their carrying amounts due to their short-term nature.

By acquiring Gravity and H20 Midstream, we intend to increase third-party revenue streams, diversify our customer and product mix, and expand our footprint in the Midland and Bakken basins, aligning with our strategic growth objectives.

3. Related Party Transactions

Commercial Agreements

The Partnership has a number of long-term, fee-based commercial agreements with Delek Holdings under which we provide various services, including crude oil gathering and crude oil, intermediate and refined products transportation and storage services, and marketing, terminalling and offloading services to Delek Holdings. Most of these agreements have an initial term ranging from five to ten years, which may be extended for various renewal terms at the option of Delek Holdings. The fees under each agreement are payable to us monthly by Delek Holdings or certain third parties to whom Delek Holdings has assigned certain of its rights and are generally subject to increase or decrease on July 1 of each year, by the amount of any change in various inflation-based indices, however, in no event will the fees be adjusted below the amount initially set forth in the applicable agreement. Under each of these agreements, we are required to maintain the capabilities of our pipelines and terminals, such that Delek Holdings may throughput and/or store, as the case may be, specified volumes of crude oil, intermediate and refined products.

See our Annual Report on Form 10-K for a more complete description of our material commercial agreements and other agreements with Delek Holdings.

Other Agreements with Delek Holdings

In addition to the commercial agreements described above, the Partnership has entered into the following agreements with Delek Holdings:

Omnibus Agreement

On November 7, 2012, the Partnership entered into an omnibus agreement with Delek Holdings, our general partner, Delek Logistics Operating, LLC, Lion Oil Company, LLC and certain of the Partnership's and Delek Holdings' other subsidiaries, which has been amended and restated from time to time in connection with acquisitions from Delek Holdings (collectively, as amended and restated, the "Omnibus Agreement"). The Omnibus Agreement governs the provision of certain operational services and reimbursement obligations, among other matters, between the Partnership and Delek Holdings, and obligates us to pay an annual fee of $4.4 million to Delek Holdings for its provision of centralized corporate services to the Partnership.

On August 5, 2024, the Partnership entered into an amended and restated Omnibus Agreement with Delek Holdings that provides Delek Holdings an option to purchase certain critical assets from us at market value during the period beginning upon any change in control or sale of substantially all assets involving us and extending (i) in the case of a transaction involving a third party, for six months following closing, and (ii) for any other transaction, for four years following closing.

On May 1, 2025, the Partnership entered into an amended and restated Omnibus Agreement with Delek Holdings that provides for an increase in the Administrative Fee (as defined therein), which will be phased in over the two years beginning July 1, 2025, and a binding obligation for both parties to enter into transition services agreements in the event of a change in control.

Pursuant to the terms of the Omnibus Agreement, we are reimbursed by Delek Holdings for certain capital expenditures. These amounts are recorded in other long-term liabilities and are amortized to revenue over the life of the underlying revenue agreement corresponding to the asset. There were no reimbursements by Delek Holdings during the three months ended March 31, 2025 and 2024. Additionally, we are reimbursed or indemnified, as the case may be, for costs incurred in excess of certain amounts related to certain asset failures, pursuant to the terms of the Omnibus Agreement. As of March 31, 2025 and December 31, 2024, there was no receivable from related parties for these matters. These reimbursements are recorded as reductions to operating expense. There were no reimbursements for these matters in each of the three month periods ended March 31, 2025 and 2024.

Other Transactions

The Partnership manages long-term capital projects on behalf of Delek Holdings pursuant to a construction management and operating agreement (the "DPG Management Agreement") for the construction of gathering systems in the Permian Basin. The majority of the gathering systems have been constructed, however, additional costs pertaining to a pipeline connection that was not acquired by the Partnership continue to be incurred and are still subject to the terms of the DPG Management Agreement. The Partnership is also considered the operator for the project and is responsible for oversight of the project design, procurement and construction of project segments and provides other related services. Pursuant to the terms of the DPG Management Agreement, the Partnership receives a monthly operating services fee and a construction services fee, which includes the Partnership's direct costs of managing the project plus an additional percentage fee of the construction costs of each project segment. The agreement extends through December 2025. Total fees paid to the Partnership were $0.4 million for both the three months ended March 31, 2025 and 2024, which are recorded in affiliate revenue in our accompanying condensed consolidated statements of income and comprehensive income. Additionally, the Partnership incurs the costs in connection with the construction of the assets and is subsequently reimbursed by Delek Holdings. Amounts reimbursable by Delek Holdings are recorded in accounts receivable from related parties.

Summary of Transactions

Income from affiliates consist primarily of revenues from gathering, transportation, storage, offloading, Renewable Identification Numbers, wholesale marketing and products terminalling services provided primarily to Delek Holdings under commercial agreements based on regulated tariff rates or contractually based fees and product sales, and interest income associated with those commercial agreements classified as sales-type leases. Affiliate operating expenses are primarily comprised of amounts we reimburse Delek Holdings, or our general partner, as the case may be, for the services provided to us under the Partnership Agreement. These expenses could also include reimbursement and indemnification amounts from Delek Holdings, as provided under the Omnibus Agreement. Additionally, the Partnership is required to reimburse Delek Holdings for direct or allocated costs and expenses incurred by Delek Holdings on behalf of the Partnership and for charges Delek Holdings incurred for the management and operation of our logistics assets, including an annual fee for various centralized corporate services, which are included in general and administrative expenses. In addition to these transactions, we purchase refined products and bulk biofuels from Delek Holdings, the costs of which are included in cost of materials and other-affiliate.

A summary of income, purchases and expense transactions with Delek Holdings and its affiliates are as follows (in thousands):

	Three Months Ended March 31,	
	2025	2024
Revenues	$ 126,321	$ 139,625
Interest income from sales-type leases	$ 22,547	$ —
Purchases from Affiliates	$ 89,966	$ 92,882
Operating and maintenance expenses	$ 21,940	$ 18,218
General and administrative expenses	$ 2,220	$ 2,999

Quarterly Cash Distributions

Date of Distribution	Distributions paid to Delek Holdings (in thousands)
February 11, 2025	$ 37,693
May 15, 2025 [1]	37,594
Total	$ 75,287
February 12, 2024	$ 36,198
May 15, 2024	36,713
Total	$ 72,911

[1] On April 28, 2025, the board of directors of our general partner declared this quarterly cash distribution based on the available cash as of the date of determination. Distributions paid are estimated based on common units held by Delek Holdings as of March 31, 2025.

4. Revenues

The following table represents a disaggregation of revenue for the gathering and processing, wholesale marketing and terminalling, and storage and transportation segments for the periods indicated (in thousands):

	Three Months Ended March 31, 2025			
	Gathering and Processing	Wholesale Marketing and Terminalling	Storage and Transportation	Consolidated
Service Revenue - Third Party	$ 18,454	$ —	$ 1,582	$ 20,036
Service Revenue - Affiliate [1]	1,506	6,657	13,974	22,137
Product Revenue - Third Party	61,582	41,991	—	103,573
Product Revenue - Affiliate	3,219	49,326	—	52,545
Lease Revenue - Affiliate	33,842	8,725	9,072	51,639
Total Revenue	$ 118,603	$ 106,699	$ 24,628	$ 249,930

	Three Months Ended March 31, 2024			
	Gathering and Processing	Wholesale Marketing and Terminalling	Storage and Transportation	Consolidated
Service Revenue - Third Party	$ 23,385	$ —	$ 2,732	$ 26,117
Service Revenue - Affiliate [1]	2	13,216	13,545	26,763
Product Revenue - Third Party	19,945	66,388	—	86,333
Product Revenue - Affiliate	3,950	27,746	—	31,696
Lease Revenue - Affiliate	48,601	11,920	20,645	81,166
Total Revenue	$ 95,883	$ 119,270	$ 36,922	$ 252,075

[1] Net of $1.8 million for the three months ended March 31, 2024, related to marketing contract intangible recorded in the wholesale marketing and terminalling segment. For the three months ended March 31, 2025, no amortization was recorded related to this intangible, as the associated agreement was terminated on August 5, 2024.

As of March 31, 2025, we expect to recognize approximately $1.0 billion in service revenues related to our unfulfilled performance obligations pertaining to the minimum volume commitments and capacity utilization under the non-cancelable terms of our commercial agreements with Delek Holdings. Most of these agreements have an initial term ranging from five to ten years, which may be extended for various renewal terms. We disclose information about remaining performance obligations that have original expected durations of greater than one year.

Our unfulfilled performance obligations as of March 31, 2025 were as follows (in thousands):

Remainder of 2025	$ 161,055
2026	199,025
2027	199,025
2028	152,716
2029 and thereafter	254,907
Total expected revenue on remaining performance obligations	$ 966,728

5. Net Income per Unit

Basic net income per unit is computed by dividing net income by the weighted-average number of outstanding common units. Diluted net income per unit includes the effects of potentially dilutive units on our common units. For the three months ended March 31, 2025 and 2024, potentially dilutive units outstanding consist of unvested phantom units.

The calculation of net income per unit is as follows (in thousands, except unit and per unit amounts):

	Three Months Ended March 31,	
	2025	2024
Net income	$ 39,034	$ 32,648
Weighted average common units outstanding, basic	53,604,659	44,406,356
Dilutive effect of unvested phantom units	29,177	16,461
Weighted average common units outstanding, diluted	53,633,836	44,422,817
Net income per unit:		
Basic	$ 0.73	$ 0.74
Diluted [1]	$ 0.73	$ 0.73

[1] There were 28,692 and 42,315 anti-dilutive common unit equivalents excluded from the diluted earnings per unit calculation during the three months ended March 31, 2025 and 2024, respectively.

6. Long-Term Obligations

Outstanding borrowings under the Partnership's debt instruments are as follows (in thousands):

	March 31, 2025	December 31, 2024
DKL Revolving Facility	$ 705,100	$ 435,400
2029 Notes	1,050,000	1,050,000
2028 Notes	400,000	400,000
Principal amount of long-term debt	2,155,100	1,885,400
Less: Unamortized discount and premium and deferred financing costs	9,370	10,003
Total debt, net of unamortized discount and premium and deferred financing costs	$ 2,145,730	$ 1,875,397

DKL Credit Facility

On October 13, 2022, the Partnership entered into a senior secured term loan with Fifth Third, as administrative agent and a syndicate of lenders with an original principal of $300.0 million (the "DKL Term Loan Facility"). The outstanding principal balance of $281.3 million was paid on March 13, 2024 from a portion of the proceeds received with the issuance of the 2029 Notes as indicated below. Debt extinguishment costs were $2.1 million for the three months ended March 31, 2024 and were recorded in interest expense in the accompanying condensed consolidated statements of income and comprehensive income.

On March 29, 2024, the Partnership entered into a Fourth Amendment to the amended and restated senior secured revolving credit agreement (the "DKL Revolving Facility") which among other things increased the U.S. Revolving Credit Commitments (as defined in the DKL Credit Facility) by an amount equal to $100.0 million resulting in aggregate lender commitments under the Delek Logistics Revolving Credit Facility in an amount of $1,150.0 million, including up to $146.9 million for letters of credit and $31.9 million in swing line loans. This facility has a maturity date of October 13, 2027.

As of March 31, 2025 and December 31, 2024, the weighted average interest rate was 7.19% and 7.27%, respectively. There were no letters of credit outstanding as of March 31, 2025 or December 31, 2024.

The obligations under the DKL Revolving Facility are secured by first priority liens on substantially all of the Partnership's and its subsidiaries' tangible and intangible assets. The carrying value of outstanding borrowings under the DKL Revolving Facility as of March 31, 2025 and December 31, 2024 approximate their fair values. Our debt facilities contain affirmative and negative covenants and events of default the Partnership considers usual and customary. As of March 31, 2025, we were in compliance with covenants on all of our debt instruments.

2029 Notes

Our 2029 Notes are general unsecured senior obligations comprised of $1,050.0 million in aggregate principal 8.625% senior notes maturing on March 15, 2029. The 2029 Notes are unconditionally guaranteed jointly and severally on a senior unsecured basis by the Partnership's existing subsidiaries (other than Delek Logistics Finance Corp.) and will be unconditionally guaranteed on the same basis by certain of the Partnership's future subsidiaries. As of March 31, 2025, the effective interest rate was 8.81%. The estimated fair value of the 2029 Notes was $1,088.7 million and $1,086.9 million as of March 31, 2025 and December 31, 2024, respectively, measured based upon quoted market prices in an active market, defined as Level 1 in the fair value hierarchy.

2028 Notes

Our 2028 Notes are general unsecured senior obligations comprised of $400.0 million in aggregate principal of 7.125% senior notes maturing June 1, 2028. The 2028 Notes are unconditionally guaranteed jointly and severally on a senior unsecured basis by the Partnership's existing subsidiaries (other than Delek Logistics Finance Corp.) and will be unconditionally guaranteed on the same basis by certain of the Partnership's future subsidiaries. As of March 31, 2025, the effective interest rate was 7.38%. The estimated fair value of the 2028 Notes was $400.2 million and $399.1 million as of March 31, 2025 and December 31, 2024, respectively, measured based upon quoted market prices in an active market, defined as Level 1 in the fair value hierarchy.

2025 Notes

Our 2025 Notes were general unsecured senior obligations comprised of $250.0 million in aggregate principal of 6.75% senior notes maturing on May 15, 2025. Concurrent with the issuance of the 2029 Notes, the Partnership made a cash tender offer (the "Offer") for all of the outstanding 2025 Notes with a conditional notice of full redemption for the remaining balance not received from the Offer. The Partnership received tenders from holders of approximately $156.2 million in aggregate principal amount. All the remaining 2025 Notes were redeemed by March 29, 2024, pursuant to the notice of conditional redemption. Debt extinguishment costs were $1.5 million for the three months ended March 31, 2024 and were recorded in interest expense in the accompanying condensed consolidated statements of income and comprehensive income for the three months ended March 31, 2024.

7. Equity

Equity Activity

The table below summarizes the changes in the number of limited partner units outstanding from December 31, 2024 through March 31, 2025.

	Common - Public	Common - Delek Holdings [1]	Total
Balance at December 31, 2024	17,374,618	34,111,278	51,485,896
Unit-based compensation awards [2]	14,934	—	14,934
Issuance of units in connection with Gravity Acquisition	2,175,209	—	2,175,209
Unit repurchase	—	(243,075)	(243,075)
Balance at March 31, 2025	19,564,761	33,868,203	53,432,964

[1] As of March 31, 2025, Delek Holdings owned a 63.4% interest in the Partnership.
[2] Unit-based compensation awards are presented net of 6,976 units withheld for taxes for three months ended March 31, 2025.

Unit Repurchase

On February 24, 2025, the Partnership and Delek Holdings entered into a Common Unit Purchase Agreement (the "Common Unit Purchase Agreement") whereby the Partnership may repurchase common units from time to time from Delek Holdings in one or more transactions for an aggregate purchase price of up to $150.0 million through December 31, 2026 (each such repurchase, a "Repurchase"). The purchase price per common unit in each Repurchase will be the 30-day volume weighted average price of the common units at the close of trading on the day prior to the closing date subject to certain limitations set forth in the Common Unit Purchase Agreement. The Partnership may fund Repurchases using cash on hand or borrowings under its existing credit facility, subject to compliance with applicable covenants. During the three months ended March 31, 2025, 243,075 common units were repurchased from Delek Holdings and cancelled at the time of the transaction for a total of $10.0 million. No common units were repurchased for the three months ended March 31, 2024. As of March 31, 2025, there was $140.0 million of authorization remaining under the Common Unit Repurchase Agreement.

Cash Distributions

Our Partnership Agreement sets forth the calculation to be used to determine the amount and priority of available cash distributions that our limited partner unitholders will receive. Our distributions earned with respect to a given period are declared subsequent to quarter end.

The table below summarizes the quarterly distributions related to our quarterly financial results:

Quarter Ended	Total Quarterly Distribution Per Limited Partner Unit	Total Cash Distribution (in thousands)
December 31, 2023	$1.055	$46,010
March 31, 2024	$1.070	$50,521
June 30, 2024	$1.090	$51,263
September 30, 2024	$1.100	$56,613
December 31, 2024	$1.105	$59,302
March 31, 2025 [1]	$1.110	$59,311

[1] On April 28, 2025, the board of directors of our general partner declared this quarterly cash distribution, payable on May 15, 2025, to unitholders of record on May 8, 2025. The total cash distribution is estimated based on the number of common units outstanding as of March 31, 2025.

8. Equity Method Investments

The Partnership owns a 33% membership interest in Red River Pipeline Company LLC ("Red River"), a joint venture operated with Plains Pipeline, L.P, which owns and operates a crude oil pipeline running from Cushing, Oklahoma to Longview, Texas. Additionally, we have two pipeline joint ventures, in which we own a 50% membership interest in the entity formed with an affiliate of Plains All American Pipeline, L.P. ("CP LLC") to operate one of these pipeline systems and a 33% membership interest in the entity formed with Andeavor Logistics RIO Pipeline LLC ("Andeavor Logistics") to operate the other pipeline system.

On August 5, 2024, the Partnership acquired Permian Pipeline Holdings, LLC, which holds 50% equity interests in W2W Holdings, from a wholly owned subsidiary of Delek Holdings. Our interest in W2W Holdings includes a 15.6% indirect interest in the Wink to Webster joint venture, and related joint venture indebtedness.

W2W Holdings was originally formed by Delek Holdings and MPLX Operations LLC to obtain financing and fund capital calls associated with its collective and contributed interests in Wink to Webster. Wink to Webster owns and operates a long-haul crude oil pipeline system with origin points at Wink and Midland in the Permian Basin and delivery points at multiple Houston area locations. We determined that W2W Holdings is a VIE. While we have the ability to exert significant influence through participation in board and management committees, we are not the primary beneficiary since we do not have a controlling financial interest in W2W Holdings, and no single party has the power to direct the activities that most significantly impact W2W Holdings' economic performance.

Distributions received from WWP are first applied to service the debt of W2W Holdings wholly owned finance LLC, with excess distributions made to the W2W Holdings members as provided for in the W2W Holdings LLC Agreement and as allowed for under its debt agreements. The obligations of the W2W Holdings members under the W2W Holdings LLC Agreement are guaranteed by the parents of the member entities.

As of March 31, 2025, except for the guarantee of member obligations under the joint venture, we do not have other guarantees with or to W2W Holdings, nor any third-party associated with W2W Holdings contracted work. The Partnership's maximum exposure to any losses incurred by W2W Holdings is limited to its investment.

The Partnership's investment balances in these joint ventures were as follows (in thousands):

	As of March 31, 2025	As of December 31, 2024
Red River	$ 133,690	$ 136,455
W2W Holdings	91,493	86,117
CP LLC	57,786	59,252
Andeavor Logistics	34,497	35,328
Total Equity Method Investments	$ 317,466	$ 317,152

9. Segment Data

We aggregate our operating segments into four reportable segments: **(i)** gathering and processing; **(ii)** wholesale marketing and terminalling; **(iii)** storage and transportation; and **(iv)** investment in pipeline joint ventures. Operations that are not specifically included in the reportable segments are included in Corporate and other segment. The Partnership defines its segments based on how internally reported financial information is regularly reviewed by its chief operating decision maker ("CODM") to analyze financial performance, make decisions and allocate resources.

The CODM is the President of the Partnership. The CODM evaluates performance based on EBITDA for planning and forecasting purposes. The CODM considers budget to actual variances on a monthly basis when making decisions about allocation of operating and capital resources to each segment. EBITDA is an important measure used by management to evaluate the financial performance of our core operations. EBITDA is not a GAAP measure, but the components of EBITDA are computed using amounts that are determined in accordance with GAAP. A reconciliation of EBITDA to Net Income is included in the tables below. We define EBITDA as net income (loss) before net interest expense, income tax expense, depreciation and amortization expense, including amortization of marketing contract intangible, which is included as a component of net revenues in our accompanying condensed consolidated statements of income and comprehensive income.

Assets by segment are not a measure used to assess the performance of the Partnership by the CODM and thus is not disclosed.

The following is a summary of business segment operating performance as measured by EBITDA for the periods indicated (in thousands):

(In thousands)	Three Months Ended March 31, 2025					
	Gathering and Processing	Wholesale Marketing and Terminalling	Storage and Transportation	Investments in Pipeline Joint Ventures	Corporate and Other	Consolidated
Net revenues:						
Affiliate [1]	$ 38,567	$ 64,708	$ 23,046	$ —	$ —	$ 126,321
Third party	80,036	41,991	1,582	—	—	123,609
Total revenue	118,603	106,699	24,628	—	—	249,930
Cost of materials and other	24,344	89,653	15,027	—	28	129,052
Operating expenses	30,581	3,799	5,161	—	1,444	40,985
Income from equity method investments	—	—	—	(10,150)	—	(10,150)
Other segment items [2]	(4,261)	10	26	—	8,782	4,557
Segment EBITDA	$ 67,939	$ 13,237	$ 4,414	$ 10,150	$ (10,254)	85,486
Depreciation and amortization	$ 24,723	$ 952	$ 1,281	$ —	$ 760	27,716
Interest income	$ (11,365)	$ (4,161)	$ (7,021)	$ —	$ —	(22,547)
Interest expense	$ —	$ —	$ —	$ —	$ 41,101	41,101
Income tax expense						182
Net income						$ 39,034
Capital spending [3]	$ 71,311	$ 90	$ 542	$ —	$ —	$ 71,943

(In thousands)	Three Months Ended March 31, 2024					
	Gathering and Processing	Wholesale Marketing and Terminalling	Storage and Transportation	Investments in Pipeline Joint Ventures	Corporate and Other	Consolidated
Net revenues:						
Affiliate [1]	$ 52,553	$ 52,882	$ 34,190	$ —	$ —	$ 139,625
Third party	43,330	66,388	2,732	—	—	112,450
Total revenue	95,883	119,270	36,922	—	—	252,075
Cost of materials and other	17,869	91,904	13,893	—	27	123,693
Operating expenses	19,705	3,828	5,021	—	3,362	31,916
Income from equity method investments	—	—	—	(8,490)	—	(8,490)
Other segment items [2]	550	(1,736)	(119)	—	4,760	3,455
Segment EBITDA	$ 57,759	$ 25,274	$ 18,127	$ 8,490	$ (8,149)	101,501
Depreciation and amortization	$ 21,154	$ 1,712	$ 2,775	$ —	$ 854	26,495
Amortization of marketing contract intangible	$ —	$ 1,803	$ —	$ —	$ —	1,803
Interest expense	$ —	$ —	$ —	$ —	$ 40,229	40,229
Income tax expense						326
Net income						$ 32,648
Capital spending [3]	$ 14,723	$ (84)	$ 526	$ —	$ —	$ 15,165

[1] Affiliate revenue for the wholesale marketing and terminalling segment is presented net of amortization expense pertaining to the marketing contract intangible of $1.8 million for the three months ended March 31, 2024. There was no amortization recorded during the three months ended March 31, 2025 related to this intangible, as the associated agreement was terminated on August 5, 2024.

[2] Other segment items include general and administrative expense, other operating (income) loss and other income. Additionally, the wholesale marketing and terminalling segment includes amortization of the marketing contract intangible for the three months ended March 31, 2024.

[3] Capital spending includes additions on an accrual basis.

10. Commitments and Contingencies

Litigation

In the ordinary conduct of our business, we are from time to time subject to lawsuits, investigations and claims, including environmental claims and employee-related matters. Although we cannot predict with certainty the ultimate resolution of lawsuits, investigations and claims asserted against us, including civil penalties or other enforcement actions, we do not believe that any currently pending legal proceeding or proceedings to which we are a party will have a material adverse effect on our financial statements.

Texas Department of Transportation Settlement

Beginning in August 2023, the Partnership was involved in litigation with the State of Texas Department of Transportation. The subject of the litigation was the expansion of the highway where the Partnership's Nettleton Station is situated. As a result of this expansion, two tanks owned by the Partnership were impacted. This litigation was settled in the second quarter of 2024 and resulted in the Partnership recovering $8.3 million in condemnation proceeds, which was recorded in other operating income, net in the condensed consolidated statements of income and comprehensive income. In the first quarter of 2025, we recovered additional $4.3 million related to this settlement, which is recorded in other operating income, net in the accompanying condensed consolidated statements of income and comprehensive income.

Environmental, Health and Safety

We are subject to extensive federal, state and local environmental and safety laws and regulations enforced by various agencies, including the Environmental Protection Agency (the "EPA"), the United States Department of Transportation, the Occupational Safety and Health Administration, as well as numerous state, regional and local environmental, safety and pipeline agencies. These laws and regulations govern the discharge of materials into the environment, waste management practices and pollution prevention measures, as well as the safe operation of our pipelines and the safety of our workers and the public. The State of New Mexico promulgated new regulations to limit emissions from oil and gas operations in 2022. The cost to comply is not expected to be material. Numerous permits or other authorizations are required under these laws and regulations for the operation of our terminals, pipelines, saltwells, trucks and related operations, and may be subject to revocation, modification and renewal.

These laws and permits raise potential exposure to future claims and lawsuits involving environmental and safety matters, which could include soil, surface water and groundwater contamination, air pollution, personal injury and property damage allegedly caused by substances which we may have handled, used, released or disposed of, transported, or that relate to pre-existing conditions for which we may have assumed responsibility. We believe that our current operations are in substantial compliance with existing environmental and safety requirements. However, there have been and we expect that there will continue to be ongoing discussions about environmental and safety matters between us and federal and state authorities, including the receipt and response to notices of violations, citations and other enforcement actions, some of which have resulted or may result in changes to operating procedures and in capital expenditures. While it is often difficult to quantify future environmental or safety related expenditures, we anticipate that continuing capital investments and changes in operating procedures will be required to comply with existing and new requirements, as well as evolving interpretations and enforcement of existing laws and regulations.

Releases of hydrocarbons or hazardous substances into the environment could, to the extent the event is not insured, or is not a reimbursable event under the Omnibus Agreement, subject us to substantial expenses, including costs to respond to, contain and remediate a release, to comply with applicable laws and regulations and to resolve claims by governmental agencies or other persons for personal injury, property damage, response costs, or natural resources damages.

11. Leases

Lessor

We are the lessor under certain agreements for gathering, transportation, storage, terminalling, and offloading with Delek Holdings. Revenue from these leases are recorded in affiliate revenue in the condensed consolidated statements of income and comprehensive income. We elected the practical expedient to carry forward historical lease classification conclusions until a modification of an existing agreement occurs. Once a modification occurs, the amended agreement is required to be assessed under ASC 842, to determine whether a reclassification of the lease is required.

The net investment in sales-type leases is recorded utilizing the estimated fair value of the underlying leased assets at contract modification date and are nonrecurring fair value measurements. The leased assets were valued using a cost method valuation approach which utilizes Level 3 inputs.

We recognized any billings in excess of minimum volume requirements as variable lease payments, and these variable lease payments were recorded in lease revenues.

Lease income included in the condensed consolidated statements of income and comprehensive income were as follows:

(in thousands)	Three Months Ended March 31, 2025
Operating leases:	
Lease revenue	$ 48,599
Sales-type leases:	
Interest income (Sales-type rental revenue-fixed minimum)	22,547
Lease revenue (Revenue from variable lease payments)	3,040
Sales-type lease income	$ 25,587

We recorded $81.2 million in operating lease revenue for the three months ended March 31, 2024. There were no sales-type leases during the three months ended March 31, 2024.

12. Subsequent Events

Distribution Declaration

On April 28, 2025, our general partner's board of directors declared a quarterly cash distribution of $1.110 per unit, payable on May 15, 2025, to unitholders of record on May 8, 2025.

Delek Permian Gathering Dropdown

On May 1, 2025, Delek Holdings transferred the Delek Permian Gathering purchasing and blending business to the Partnership (the "DPG Dropdown"). In connection with the DPG Dropdown, the Partnership will assume all of Delek Holdings' rights and obligations to purchase crude oil under certain contracts associated with the Partnership's existing Midland Gathering System. Total consideration included the execution of the Termination Agreement (as defined below), the execution of the Throughput Agreement (as defined below), the execution of the El Dorado Purchase Agreement (as defined below) and cancellation of $58.8 million in existing receivables owed to the Partnership by Delek Holdings.

Commercial Agreements

On May 1, 2025, the Partnership entered into an agreement to terminate, in its entirety, the East Texas Marketing Agreement effective as of January 1, 2026 (the "Termination Agreement").

On May 1, 2025, in connection with the DPG Dropdown, the Partnership amended and restated a throughput agreement with Delek Holdings for the El Dorado rail facility (the "Throughput Agreement"), which includes a minimum volume commitment for refined products until the termination of the Throughput Agreement, which will occur at the closing of the El Dorado Purchase (as defined below).

Additionally, on May 1, 2025, in connection with the DPG Dropdown, the Partnership and Delek Holdings, entered into an asset purchase agreement (the "El Dorado Purchase Agreement"), whereby Delek Holdings will purchase the related El Dorado rail facility assets from the Partnership for cash consideration of $25.0 million (the "El Dorado Purchase"). The El Dorado Purchase is currently set to close January 1, 2026, subject to certain closing conditions as set forth in the El Dorado Purchase Agreement.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is management's analysis of our financial performance and of significant trends that may affect our future performance. The MD&A should be read in conjunction with our condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q and in the Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission ("SEC") on February 26, 2025 (the "Annual Report on Form 10-K"). Those statements in the MD&A that are not historical in nature should be deemed forward-looking statements that are inherently uncertain. See "Forward-Looking Statements" below for a discussion of the factors that could cause actual results to differ materially from those projected in these statements.

Unless otherwise noted or the context requires otherwise, references in this report to "Delek Logistics Partners, LP," the "Partnership," "we," "us," or "our" or like terms, may refer to Delek Logistics Partners, LP, one or more of its consolidated subsidiaries or all of them taken as a whole. Unless otherwise noted or the context requires otherwise, references in this report to "Delek Holdings" refer collectively to Delek US Holdings, Inc. and any of its subsidiaries, other than the Partnership and its subsidiaries and its general partner.

On January 2, 2025, we acquired 100% of the limited liability company interests in Gravity Water Intermediate Holdings LLC ("Gravity") from Gravity Water Holdings LLC related to water disposal and recycling operations in the Permian Basin and the Bakken (the "Gravity Acquisition"). See Note 2 to our condensed consolidated financial statements in Item 1, Financial Statements, of this Quarterly Report on Form 10-Q.

The Partnership announces material information to the public about the Partnership, its products and services and other matters through a variety of means, including filings with the Securities and Exchange Commission, press releases, public conference calls, the Partnership's website (www.deleklogistics.com), the investor relations section of the website (www.deleklogistics.com/overview), the news section of its website (www.deleklogistics.com/news-releases), and/or social media, including its X (formerly known as Twitter) account (@DelekLogistics). The Partnership encourages investors and others to review the information it makes public in these locations, as such information could be deemed to be material information. Please note that this list may be updated from time to time.

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Exchange Act. These forward-looking statements reflect our current estimates, expectations and projections about our future results, performance, prospects and opportunities. Forward-looking statements include, among other things, statements regarding the effect, impact, potential duration or other implications of, or expectations expressed with respect to, the actions of members of the Organization of Petroleum Exporting Countries ("OPEC") and other leading oil producing countries (together with OPEC, "OPEC+") with respect to oil production and pricing, and statements regarding our efforts and plans in response to such events, the information concerning our possible future results of operations, business and growth strategies, financing plans, expectations that regulatory developments or other matters will not have a material adverse effect on our business or financial condition, our competitive position and the effects of competition, the projected growth of the industry in which we operate, the benefits and synergies to be obtained from our completed and any future acquisitions, including the H2O Midstream and Gravity acquisitions, statements of management's goals and objectives, and other similar expressions concerning matters that are not historical facts. Words such as "may," "will," "should," "could," "would," "forecasts", "predicts," "strategy", "potential," "continue," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates," "appears," "projects" and similar expressions, as well as statements in future tense, identify forward-looking statements.

Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward-looking information is based on information available at the time and/or management's good faith belief with respect to future events, and is subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements. Important factors that, individually or in the aggregate, could cause such differences include, but are not limited to:

- our substantial dependence on Delek Holdings or its assignees and their support of and respective ability to pay us under our commercial agreements;
- our future coverage, leverage, financial flexibility and growth, and our ability to improve performance and achieve distribution growth at any level or at all;
- Delek Holdings' future growth, strategic priorities, financial performance, share repurchases, crude oil supply pricing and flexibility and product distribution;
- industry dynamics, including Permian Basin growth, ownership concentration, efficiencies and takeaway capacity;
- the age and condition of our assets and operating hazards and other risks incidental to transporting, storing and gathering crude oil, intermediate and refined products, including, but not limited to, costs, penalties, regulatory or legal actions and other effects related to spills, releases and tank failures;
- changes in insurance markets impacting costs and the level and types of coverage available;
- the timing and extent of changes in commodity prices and demand for refined products, and the impact of events such as the conflicts in Ukraine and the Middle East, and the global response to such conflicts, and any future public health crisis on such demand;
- the wholesale marketing margins we are able to obtain and the number of barrels of product we are able to purchase and sell in our West Texas wholesale business;

- the shift from hydrocarbon energy sources to alternative energy sources;
- the suspension, reduction or termination of Delek Holdings' or its assignees' or third-party's obligations under our commercial agreements including the duration, fees or terms thereof;
- the ability to attract and retain key personnel;
- the results of our investments in joint ventures;
- the ability to secure commercial agreements with Delek Holdings or third parties upon expiration of existing agreements;
- the possibility of inefficiencies, curtailments, or shutdowns in refinery operations or pipelines, whether due to infection in the workforce or in response to reductions in demand as a result of a public health crisis;
- disruptions due to equipment interruption or failure, or other events, including terrorism, sabotage or cyber-attacks, at our facilities, Delek Holdings' facilities or third-party facilities on which our business is dependent;
- changes in the availability and cost of capital of debt and equity financing;
- our reliance on information technology systems in our day-to-day operations;
- changes in general economic conditions, including uncertainty regarding the timing, pace and extent of economic recovery in the United States due to governmental fiscal policy or a public health crisis;
- the effects of existing and future laws and governmental regulations, including, but not limited to, the rules and regulations promulgated by the Federal Energy Regulatory Commission ("FERC") and state commissions and those relating to environmental protection, pipeline integrity and safety as well as current and future restrictions on commercial and economic activities in response to a public health crisis;
- the timely receipt of required government approvals and permits;
- significant operational, investment or other changes required by existing or future environmental statutes and regulations, including international agreements and national or regional societal, legislation; and regulatory measures to limit or reduce greenhouse gas emissions;
- competitive conditions in our industry including capacity overbuild in areas where we operate;
- actions taken by our customers and competitors;
- the demand for crude oil, refined products and transportation and storage services;
- our ability to successfully implement our business plan;
- inability to complete growth projects on time and on budget;
- our ability to successfully complete acquisitions and integrate acquired businesses, and to achieve the anticipated benefits therefrom;
- disruptions due to acts of God, natural disasters, casualty losses, severe weather patterns, such as freezing conditions, cyber or other attacks on our electronic systems, and other matters beyond our control which might cause damage to our pipelines, terminal facilities and other assets and could impact our operating results through increased costs and/or loss of revenue;
- changes in the price of RINs could affect our results of operations;
- future decisions by OPEC+ regarding production and pricing and disputes between OPEC+ regarding such;
- changes or volatility in interest and inflation rates;
- labor relations;
- large customer defaults;
- changes in tax status and regulations;
- the effects of future litigation or environmental liabilities that are not covered by insurance; and
- other factors discussed elsewhere in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K.

Many of the foregoing risks and uncertainties are, and will be, exacerbated by any worsening of the global business and economic environment. In light of these risks, uncertainties and assumptions, our actual results of operations and execution of our business strategy could differ materially from those expressed in, or implied by, the forward-looking statements, and you should not place undue reliance upon them. In addition, past financial and/or operating performance is not necessarily a reliable indicator of future performance, and you should not use our historical performance to anticipate results or future period trends. We can give no assurances that any of the events anticipated by the forward-looking statements will occur or, if any of them do, what impact they will have on our results of operations and financial condition.

In light of these risks, uncertainties and assumptions, our actual results of operations and execution of our business strategy could differ materially from those expressed in, or implied by, the forward-looking statements, and you should not place undue reliance upon them. In addition, past financial and/or operating performance is not necessarily a reliable indicator of future performance, and you should not use our historical performance to anticipate results or future period trends. We can give no assurances that any of the events anticipated by the forward-looking statements will occur or, if any of them do, what impact they will have on our results of operations and financial condition.

All forward-looking statements included in this report are based on information available to us on the date of this report. We undertake no obligation to revise or update any forward-looking statements as a result of new information, future events or otherwise.

Executive Summary: Management's View of Our Business and Strategic Overview

Management's View of Our Business

The Partnership provides gathering, pipeline and other transportation services primarily for crude oil and natural gas customers, storage, wholesale marketing and terminalling services primarily for intermediate and refined product customers, and water disposal and recycling services through its owned assets and joint ventures located primarily in the Permian Basin (including the Delaware sub-basin) and other select areas in the Gulf Coast region. A majority of our existing assets are both integral to and dependent upon the success of Delek Holdings' refining operations, as many of our assets are contracted exclusively to Delek Holdings in support of its refineries in Tyler, Texas (the "Tyler Refinery"), El Dorado, Arkansas (the "El Dorado Refinery") and Big Spring, Texas (the "Big Spring Refinery").

Business and Economic Environment Overview

During the three months ended March 31, 2025, we made significant strides in our commitment to being a full suite crude, gas and water midstream services provider in the Permian Basin, in addition to diversifying our customer base to include more third-party customers. In January 2025, the Partnership closed the Gravity Acquisition which includes integrated full-cycle water systems in the Midland Basin, in addition to water gathering, and transportation assets in the Bakken, and along with our H2O Midstream Acquisition, provides a strong opportunity for integrated crude and water services to its customers. Subsequent to March 31, 2025, we entered into a series of agreements with Delek Holdings, which among other things, will allow us to assume all of Delek Holdings' rights and obligations to purchase crude oil under certain contracts associated with our existing Midland Gathering System. These transactions along with the acquisition of H2O and Gravity, significantly enhance our competitive position in the Midland basin and serve to further our economic separation from our sponsor and contribute to an increase third party revenue.

As producers continue to ramp up production within the Permian Basin, the Partnership is well positioned to continue to add value through our gathering and processing services as we have expanded our dedicated crude acreage in our Midland Gathering system. Additionally, in the Delaware Basin, we are expanding our natural gas processing capabilities by constructing a new natural gas processing plant and adding AGI and sour gas processing capabilities. We are currently in the commissioning phase of the gas plant expansion and anticipate reaching full operational capacity in the latter half of 2025. Our positioning allows our customers the ability to control quality and adds optionality to place barrels in a variety of markets.

As a result of these efforts, the Partnership saw a $6.4 million increase in net income during the three months ended March 31, 2025, as compared to the prior year period. Our EBITDA (as defined in "Non GAAP Measures" section below) decreased $16.0 million in 2025 as compared to 2024. This decrease is largely attributable to a change in classification of certain of our commercial agreements with Delek, which meet the criteria to be classified as sales-type leases. As such, certain throughput and storage fees that were previously recorded as revenue are now recorded as interest income under sales-type lease accounting. Our gathering and processing segment saw a $10.2 million increase in segment EBITDA, largely due to the H2O Midstream and Gravity acquisitions. Our wholesale marketing and terminalling segment saw a $12.0 million decrease in segment EBITDA. Our storage and transportation segment saw a $13.7 million decrease in segment EBITDA. Segment EBITDA for our investments in pipeline joint ventures increased by $1.7 million with the acquisition of the investment in Wink to Webster Holdings, LLC (the "W2W Investment") from Delek Holdings. See the “Results of Operations” section below for further discussion.

The near term economic outlook still has some uncertainty with the introduction of widespread tariffs by the U.S., geopolitical instability and commodity market volatility. The uncertainty surrounding trade negotiations and the potential for further expansion of tariffs have contributed to increased market and commodity volatility and potential economic downturns. That said, we are well positioned to manage through an economic downturn because of built-in recessionary protections which include minimum volume commitments on throughput and dedicated acreage agreements. Additionally, the Partnership has embraced opportunities to enhance our environmental stewardship. It is expected that renewables, other than hydrocarbons, will continue to grow as a percentage of total energy consumption; however, a material reduction in the reliance on oil and gas for energy consumption is unlikely in the near term. Therefore, we expect that liquid transportation fuels will continue to be in high demand, and we expect to continue to leverage the strength of our cash flows and balance sheet in order to continue maximizing unitholder returns and the long-term prospects for return on investment.

See further discussion below in 'Other 2025 Developments' detailing the strategic initiatives the Partnership has implemented in order to position ourselves as a premier, full-service midstream provider in the Permian Basin. These actions not only enhance our standing in the market but also move to align us as an independent, largely third-party cash flow company with a robust growth profile.

See further discussion on macroeconomic factors and market trends, including the impact on 2025, in the ‘Market Trends’ section below.

Other 2025 Developments

Unit Repurchase

On February 24, 2025, the Partnership and Delek Holdings entered into a Common Unit Purchase Agreement (the “Common Unit Purchase Agreement”) whereby the Partnership may repurchase common units from time to time from Delek Holdings in one or more transactions for an aggregate purchase price of up to $150.0 million through December 31, 2026 (each such repurchase, a “Repurchase”). During the three months ended March 31, 2025, 243,075 common units were repurchased from Delek Holdings and cancelled at the time of the transaction for a

total of $10.0 million. No common units were repurchased for the three months ended March 31, 2024. As of March 31, 2025, there was $140.0 million of authorization remaining under the Common Unit Repurchase Agreement.

Gravity Acquisition

On January 2, 2025, we acquired Gravity and related to water disposal and recycling operations in the Permian Basin and the Bakken for total consideration of $300.8 million. The purchase price was comprised of $209.3 million in cash and 2,175,209 of common units. This transaction further enhances our position as full service (crude, natural gas and water) provider in the Permian basin. The acquisition is synergistic to our recent acquisition of H2O Midstream and supplements our integrated crude and produced water gathering and disposal offering in the Midland Basin.

Delek Permian Gathering Dropdown

On May 1, 2025, Delek Holdings transferred the Delek Permian Gathering purchasing and blending business to the Partnership (the "DPG Dropdown"). In connection with the DPG Dropdown, the Partnership will assume all of Delek Holdings' rights and obligations to purchase crude oil under certain contracts associated with the Partnership's existing Midland Gathering System. Total consideration included the execution of the Termination Agreement (as defined below), the execution of the Throughput Agreement (as defined below), the execution of the El Dorado Purchase Agreement (as defined below) and cancellation of $58.8 million in existing receivables owed by Delek Holdings.

Commercial Agreements

On May 1, 2025, the Partnership entered into an agreement to terminate, in its entirety, the East Texas Marketing Agreement effective as of January 1, 2026 ("Termination Agreement").

On May 1, 2025, in connection with the DPG Dropdown, the Partnership amended and restated a throughput agreement with Delek Holdings for the El Dorado rail facility (the "Throughput Agreement"), which includes a minimum volume commitment for refined products until the termination of the Throughput Agreement, which will occur at the closing of the El Dorado Purchase (as defined below). Additionally, on May 1, 2025, in connection with the DPG Dropdown, the Partnership and Delek Holdings, entered into an asset purchase agreement (the "El Dorado Purchase Agreement"), whereby Delek Holdings will purchase the related El Dorado rail facility assets from the Partnership for cash consideration of $25.0 million (the "El Dorado Purchase"). The El Dorado Purchase is currently set to close January 1, 2026, subject to certain closing conditions as set forth in the El Dorado Purchase Agreement.

Omnibus Agreement

On May 1, 2025, we entered into an amended and restated Omnibus Agreement with Delek Holdings that provides for an increase in the Administrative Fee (as defined therein), which will be phased in over the two years beginning July 1 2025 and a binding obligation for both parties to enter into transition services agreements in the event of a change in control.

Segment Overview

We review operating results in four reportable segments: (i) gathering and processing; (ii) wholesale marketing and terminalling; (iii) storage and transportation; and (iv) investments in pipeline joint ventures. Decisions concerning the allocation of resources and assessment of operating performance are made based on this segmentation. Management measures the operating performance of each reportable segment based on the segment EBITDA, except for the investments in pipeline joint ventures segment, which is measured based on net income. Segment reporting is discussed in more detail in Note 9 to our condensed consolidated financial statements in Item 1, Financial Statements, of this Quarterly Report on Form 10-Q.

Gathering and Processing

The operational assets in our gathering and processing segment consist of our pipeline assets, Midland Gathering Assets, Midland Water Gathering Assets and Delaware Gathering Assets. The Midland Gathering Assets support our crude oil gathering activities which primarily serves Delek Holdings refining needs throughout the Permian Basin. The Midland Water Gathering Assets support our water disposal and recycling operations primarily in the Midland Basin in Texas. The Delaware Gathering Assets support our crude oil and natural gas gathering, processing and transportation businesses, as well as water disposal and recycling operations, located in the Delaware Basin of New Mexico. Finally, our gathering and processing assets are integrated with our pipeline assets, which we use to transport gathered crude oil as well as provide other crude oil, intermediate and refined products transportation mainly in support of Delek Holdings' refining operations in Tyler, Texas, El Dorado, Arkansas and Big Spring, Texas, as well as to certain third parties. In providing these services, we do not take ownership of the refined products or crude oil that we transport. While we do not take ownership of gas that is gathered, we sell the processed gas at a market price which we remit to the producer, net of our fees. Therefore, we are not directly exposed to changes in commodity prices with respect to this operating segment. The combination of these operational assets provides a comprehensive, integrated midstream service offering to producers and customers.

Wholesale Marketing and Terminalling

Our wholesale marketing and terminalling segment provides wholesale marketing and terminalling services to Delek Holdings' refining operations and to independent third parties from whom we receive fees for marketing, transporting, storing and terminalling refined products and to whom we wholesale market refined products. In providing certain of these services, we take ownership of the products and are therefore exposed to market risks related to the volatility of commodity and refined product prices in our West Texas operations, which depend on many factors, including demand and supply of refined products in the West Texas market, the timing of refined product deliveries and downtime at refineries in the surrounding area.

Storage and Transportation

The operational assets in our storage and transportation segment consist of tanks, offloading facilities, trucks and ancillary assets, which provide crude oil, intermediate and refined products transportation and storage services primarily in support of Delek Holdings' refining operations in Tyler, Texas, El Dorado, Arkansas and Big Spring, Texas. Additionally, the assets in this segment provide crude oil transportation services to certain third parties. In providing these services, we do not take ownership of the products or crude oil that we transport or store. Therefore, we are not directly exposed to changes in commodity prices with respect to this operating segment.

Investments in Pipeline Joint Ventures

The Partnership owns a portion of four joint ventures (accounted for as equity method investments) that have constructed separate crude oil pipeline systems and related ancillary assets primarily in the Permian Basin and Gulf Coast regions and with strategic connections to Cushing, Midland and connections from Wink, Texas to Webster, Texas and other key exchange points, which provide crude oil and refined product pipeline transportation to third parties and subsidiaries of Delek Holdings.

Corporate and Other

The corporate and other segment primarily consists of general and administrative expenses not allocated to a reportable segment, interest expense and depreciation and amortization. When applicable, it may also contain operating segments that are not reportable and do not meet the criteria for aggregation with any of our existing reportable segments.

Strategic Overview

Long-Term Strategic Objectives

The Partnership's **Long-Term Strategic Objectives** have been focused on providing a competitive yield and growing our distribution while maintaining healthy coverage and leverage ratios. To that end, we are focused on growing our asset base through a slew of accretive growth opportunities we are seeing in our areas of operation. We are supplementing our organic growth opportunities by accretive bolt-on acquisitions which enhance our full suite services offering to our customers. A secondary benefit of growing our contribution of third-party cash flows is to continue to increase our economic separation from our sponsor Delek Holdings and to progress deconsolidation.

2025 Strategic Focus Areas

In service to these overarching Long-Term Strategic Objectives, as we begin 2025, we focus on the following **Strategic Focus Areas**:

I. Achieve Strong Cash Flow Growth

II. Pursue Attractive Expansion Opportunities

III. Engage in Mutually Beneficial Transactions with Delek Holdings

IV. Optimize Our Existing Assets and Expand Our Customer Base

V. Expand our ESG Consciousness and Lower our Carbon Footprint

- *Achieve Strong Cash Flow Growth.* 2025 is likely to be a transformational year for Delek Logistics as it completes the expansion of the Libby gas processing plant and integrates two free cash flow accretive acquisitions in H2O Midstream and Gravity. The plant expansion and combined crude and water offerings in the Midland Basin are going to increase the Partnership's overall cash flow and improve our distribution coverage ratio.
- *Pursue Attractive Expansion Opportunities.* Continue to evaluate and pursue opportunities to grow our business through several organic growth opportunities and bolt-on acquisitions
  - *Organic growth opportunities.* The partnership is in the middle of pursuing several attractive organic growth opportunities enabled by its advantageous position in the prolific Permian Basin. The gas plant expansion and addition of AGI and sour gas processing capabilities is enabling several additional growth options for the Partnership in the Delaware Basin. In the Midland Basin combined crude and water offering is appealing for our customers and bringing additional growth opportunities to our system.
  - *Pursue Acquisitions.* Delek logistics will also continue to look for attractive bolt-on acquisitions which are accretive to its free cash flow, EBITDA and leverage profiles.
- *Engage in Mutually Beneficial Transactions with Delek Holdings.* A key tenet of the Partnership's strategy is to continue to increase its economic separation from Delek Holdings and increase the contribution of third-party cash flows in its overall profile. We will continue to evaluate our commercial agreements with Delek Holdings to engage in mutually beneficial negotiations to create incremental value for both ourselves and our sponsor.
- *Optimize Our Existing Assets and Expand Our Customer Base.* We will continue to enhance the profitability of our existing assets by adding incremental throughput volumes, improving operating efficiencies and increasing system-wide utilization. Additionally, we are seeking opportunities to further diversify our customer base by increasing third-party throughput volumes utilizing certain of our existing systems and expanding our existing asset portfolio to service more third-party customers.
- *Expand our ESG Consciousness and Lower Our Carbon Footprint.* Continue to look for ways to grow our business whilst staying conscious of and minimizing the negative environmental impact, while also seeking opportunities to invest in innovative technologies that will reduce our carbon emissions as we achieve our growth objectives and sustainably improve unitholder returns. We expect to achieve this objective through ESG-Conscious Investments with Clear Value Propositions and Sustainable Returns.

We continue to be focused on growth opportunities in the Permian Basin given our advantageous location in the Midland and the Delaware Basins. We believe that opportunities exist in crude, natural gas and water which will continue to enhance our gathering and processing segment.

The Partnership prioritizes safe and reliable operation of its assets to maintain financial stability and growth. We have successfully avoided lost time injuries for four years, demonstrating our strong safety protocols and adherence to regulations. This commitment protects employees, assets, and operations, minimizing financial losses and maintaining stakeholder trust.

Additionally, we have prioritized reducing our leverage ratio, providing us with more financial flexibility to pursue opportunities and expand operations. By reducing our leverage and maintaining a strong financial position, we are better equipped to navigate challenges that may arise. This financial stability also allows us to seize emerging opportunities that align with our strategic goals, ensuring that we can continue to deliver value to our unitholders.

2025 Strategic Scorecard

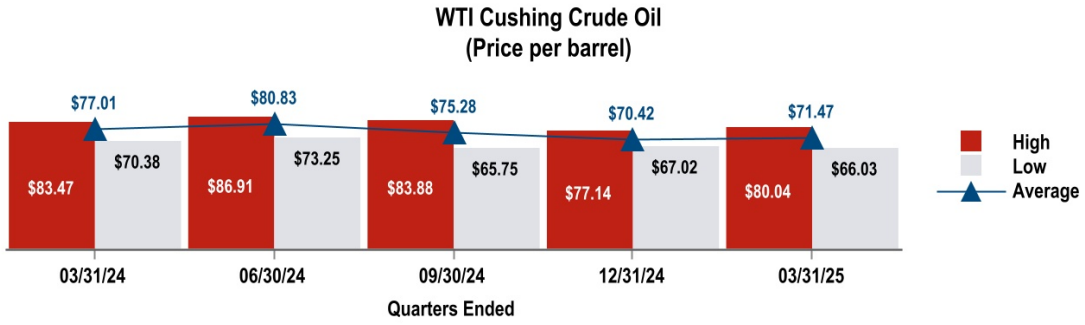
Description of Strategic Success	Achieve Strong Cash Flow Growth	Pursue Attractive Expansion Opportunities	Engage in Mutually Beneficial Transactions with Delek Holdings	Optimize Our Existing Assets and Expand Our Customer Base	Expand our ESG Consciousness and Lower our Carbon Footprint
Acquisition of Gravity	✓	✓		✓	
Repurchase of common units from Delek Holdings	✓		✓		
Started commissioning phase for the natural gas processing plant expansion	✓	✓		✓	
Executed agreements with Delek Holdings to further our economic separation and increase third-party revenue			✓	✓	

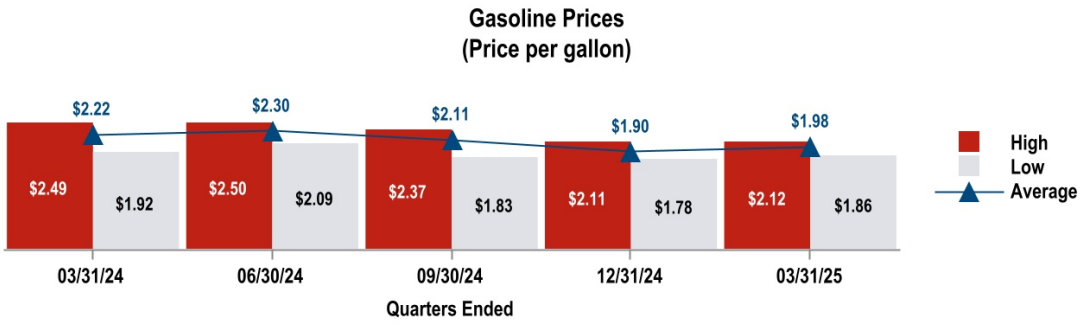
Market Trends

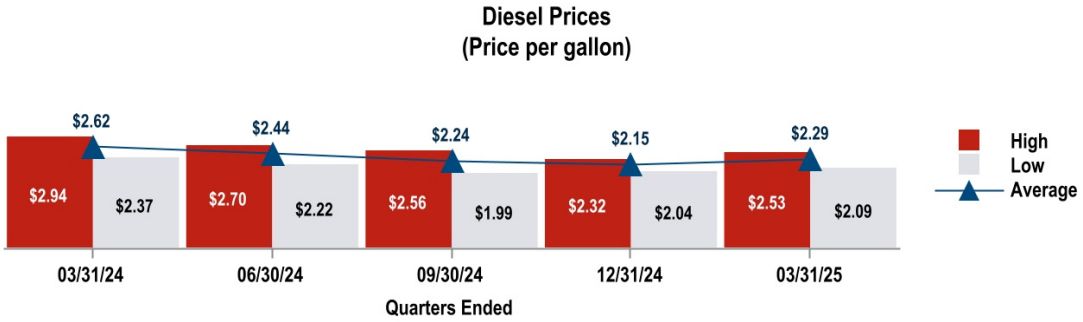
Fluctuations in crude oil, natural gas and NGL prices and the prices of related refined and other hydrocarbon products impact operations in the midstream energy sector. For example, the prices of each of these products have the ability to influence drilling activity in many basins and the amounts of capital spending that crude oil exploration and production companies incur to support future growth. Exploration and production activities have a direct impact on volumes transported through our gathering assets in the geologic basins in which we operate. Additionally, the demand for hydrocarbon-based refined products and related crack spreads significantly impact production decisions of our refining customers and likewise throughputs on our pipelines and other logistics assets. Finally, fluctuations in demand and commodity prices for refined products, as well as the value attributable to RINs, directly impacts our wholesale marketing operations, where we are subject to short-term commodity price fluctuations at the rack. Most of the logistics services we provide (including transportation, gathering and processing services) are subject to long-term fee-based contracts with minimum volume commitments or long-term dedicated acreage agreements which mitigate most of our short-term financial risk to price and demand volatility. However, sustained depressed demand/prices over the longer term could not only curb exploration and production expansion opportunities under our agreements, it could also impact our customers' willingness or ability to renew commercial agreements or result in liquidity or credit constraints that could impact our longer term relationship with them.

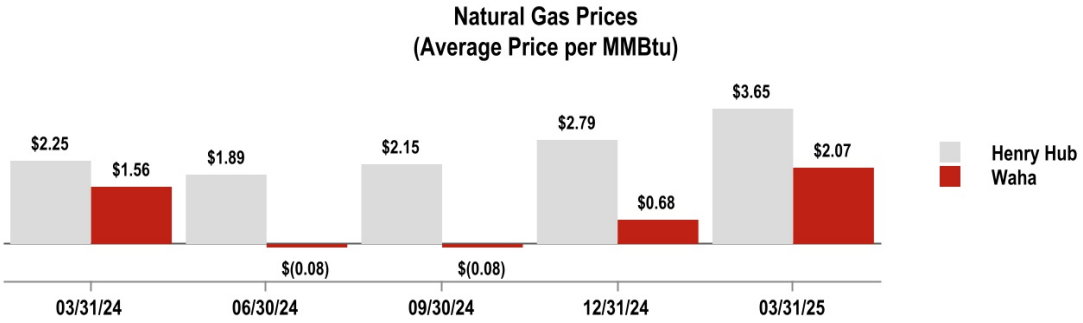
That said, our recent expansion of our gas processing capabilities have improved both our customer and geographic diversification which lowers concentration risk in those areas, in addition to adding service offerings to our portfolio. Furthermore, our dedicated acreage agreements provide significant growth opportunities in strong economic conditions (e.g., high demand/high commodity prices) without incremental customer acquisition cost. Given all of these factors, we believe that we continue to be strategically positioned, even in tougher market conditions, to sustain positive operating results and cash flows and to continue developing profitable growth projects that are needed to support future distribution growth.

The charts on the following page provide historical commodity pricing statistics for crude oil, refined product and natural gas.




Gasoline Prices
(Price per gallon)
$2.22
$2.30
$2.11
$1.90
$1.98
$2.49
$1.92
$2.50
$2.09
$2.37
$1.83
$2.11
$1.78
$2.12
$1.86
High
Low
Average
03/31/24
06/30/24
09/30/24
12/31/24
03/31/25
Quarters Ended


Diesel Prices
(Price per gallon)
$2.62
$2.44
$2.24
$2.15
$2.29
$2.94
$2.37
$2.70
$2.22
$2.56
$1.99
$2.32
$2.04
$2.53
$2.09
High
Low
Average
03/31/24
06/30/24
09/30/24
12/31/24
03/31/25
Quarters Ended


Natural Gas Prices
(Average Price per MMBtu)
$2.25
$1.56
$1.89
$(0.08)
$2.15
$(0.08)
$2.79
$0.68
$3.65
$2.07
Henry Hub
Waha
03/31/24
06/30/24
09/30/24
12/31/24
03/31/25

Non-GAAP Measures

Our management uses certain "non-GAAP" operational measures to evaluate our operating segment performance and non-GAAP financial measures to evaluate past performance and prospects for the future to supplement our financial information presented in accordance with United States Generally Accepted Accounting Principles ("GAAP"). These financial and operational non-GAAP measures include:

- **Earnings before interest, taxes, depreciation and amortization ("EBITDA")** - calculated as net income before net interest expense, income tax expense, depreciation and amortization expense, including amortization of marketing contract intangible, which is included as a component of net revenues in our condensed consolidated statements of income and comprehensive income in Item 1. to this Quarterly Report on Form 10-Q.
- **Distributable cash flow** - calculated as net cash flow from operating activities adjusted for changes in assets and liabilities, maintenance capital expenditures net of reimbursements, sales-type lease receipts, net of income recognized and other adjustments not expected to settle in cash. The Partnership believes this is an appropriate reflection of a liquidity measure by which users of its financial statements can assess its ability to generate cash.

EBITDA and distributable cash flow are non-GAAP supplemental financial measures that management and external users of our condensed consolidated financial statements, such as industry analysts, investors, lenders and rating agencies, may use to assess:

- our operating performance as compared to other publicly traded partnerships in the midstream energy industry, without regard to historical cost basis or, in the case of EBITDA, financing methods;
- the ability of our assets to generate sufficient cash flow to make distributions to our unitholders;
- our ability to incur and service debt and fund capital expenditures; and
- the viability of acquisitions and other capital expenditure projects and the returns on investment of various investment opportunities.

We believe that the presentation of EBITDA and distributable cash flow provide information useful to investors in assessing our financial condition and results of operations. EBITDA and distributable cash flow should not be considered alternatives to net income, operating income, cash flow from operating activities or any other measure of financial performance or liquidity presented in accordance with GAAP. EBITDA and distributable cash flow have important limitations as analytical tools, because they exclude some, but not all, items that affect net income and net cash provided by operating activities. Additionally, because EBITDA and distributable cash flow may be defined differently by other partnerships in our industry, our definitions of EBITDA and distributable cash flow may not be comparable to similarly titled measures of other partnerships, thereby diminishing their utility. See below for a reconciliation of EBITDA and distributable cash flow to their most directly comparable GAAP financial measures.

Non-GAAP Reconciliations

The following table provides a reconciliation of EBITDA and distributable cash flow (which are defined above) to the most directly comparable GAAP measure, or net income and net cash from operating activities, respectively.

Reconciliation of net income to EBITDA (in thousands)

	Three Months Ended March 31,	
	2025	2024
Net income	$ 39,034	$ 32,648
Add:		
Income tax expense	182	326
Depreciation and amortization	27,716	26,495
Amortization of marketing contract intangible	—	1,803
Interest expense, net	18,554	40,229
EBITDA	$ 85,486	$ 101,501

Reconciliation of net cash from operating activities to distributable cash flow (in thousands)

	Three Months Ended March 31,	
	2025	2024
Net cash provided by operating activities	$ 31,550	$ 43,858
Changes in assets and liabilities	32,080	25,787
Distributions from equity method investments in investing activities	2,127	2,133
Non-cash lease expense	(2,267)	(1,939)
Regulatory and sustaining capital expenditures not distributable [1]	(645)	(1,279)
Reimbursement from Delek Holdings for capital expenditures [2]	9	286
Sales-type lease receipts, net of income recognized	5,159	—
Accretion	(409)	(187)
Deferred income taxes	(185)	(101)
Gain (loss) on disposal of assets	4,286	(567)
Distributable cash flow	$ 71,705	$ 67,991

(1) Regulatory and sustaining capital expenditures represent cash expenditures (including for the addition or improvement to, or the replacement of, our capital assets, and for the acquisition of existing, or the construction or development of new, capital assets) made to maintain our long-term operating income or operating capacity. Examples include expenditures for the repair, refurbishment and replacement of pipelines and terminals, to maintain equipment reliability, integrity and safety and to address environmental laws and regulations.

(2) Reimbursement from Delek Holdings for capital expenditures represents amounts for certain capital expenditures reimbursable to us from Delek Holdings pursuant to the terms of the Omnibus Agreement (as defined in Note 3 to our condensed consolidated financial statements in Item 1, Financial Statements, of this Quarterly Report on Form 10-Q).

Summary of Financial and Other Information

A discussion and analysis of the factors contributing to our results of operations is presented below. The financial statements, together with the following information, are intended to provide investors with a reasonable basis for assessing our historical operations, but should not serve as the only criteria for predicting our future performance.

The following table provides summary financial data (in thousands, except unit and per unit amounts):

Summary Statement of Operations Data [1]	Three Months Ended March 31,	
	2025	**2024**
Net revenues:		
Gathering and Processing	$ 118,603	$ 95,883
Wholesale marketing and terminalling	106,699	119,270
Storage and transportation	24,628	36,922
Total	249,930	252,075
Cost of materials and other	129,052	123,692
Operating expenses (excluding depreciation and amortization presented below)	40,985	31,916
General and administrative expenses	8,864	4,863
Depreciation and amortization	27,716	26,495
Other operating (income) expense, net	(4,286)	567
Operating income	$ 47,599	$ 64,542
Interest income	(22,547)	—
Interest expense	41,101	40,229
Income from equity method investments	(10,150)	(8,490)
Other income, net	(21)	(171)
Total non-operating expenses, net	8,383	31,568
Income before income tax expense	39,216	32,974
Income tax expense	182	326
Net income	39,034	32,648
Comprehensive income	39,034	32,648
EBITDA[2]	$ 85,486	$ 101,501
Net income per limited partner unit:		
Basic	$ 0.73	$ 0.74
Diluted	$ 0.73	$ 0.73
Weighted average limited partner units outstanding:		
Basic	53,604,659	44,406,356
Diluted	53,633,836	44,422,817

[1] This information is presented at a summary level for your reference. See the condensed consolidated statements of income and comprehensive income in Item 1. to this Quarterly Report on Form 10-Q for more detail regarding our results of operations.

[2] For a definition of EBITDA see "Non-GAAP Measures" above.

We report operating results in four reportable segments:

- **Gathering and Processing**
- **Wholesale Marketing and Terminalling**
- **Storage and Transportation**
- **Investments in Pipeline Joint Ventures**

Decisions concerning the allocation of resources and assessment of operating performance are made based on this segmentation. Management measures the operating performance of each of its reportable segments based on the segment EBITDA.

Results of Operations

Consolidated Results of Operations — Comparison of the three months ended March 31, 2025 compared to the three months ended March 31, 2024

Net Revenues

Q1 2025 vs. Q1 2024

Net revenues decreased by $2.1 million, or 0.9%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024. The decrease was primarily driven by the following:

- decrease due to recording certain throughput fees as interest income under sales-type lease accounting that were previously recorded as revenue in the prior year period;
- decrease of $6.0 million due to the assignment of the Big Spring Refinery marketing agreement to Delek Holdings in the third quarter of 2024;
- decreased revenue of $2.7 million in our West Texas marketing operations primarily driven by a decrease in average sales prices per gallon, partially offset by an increase in volumes sold; and
- partially offset by incremental revenue associated with the H2O Midstream and Gravity Acquisitions of $16.5 million and $22.9 million, respectively.

Cost of Materials and Other

Q1 2025 vs. Q1 2024

Cost of materials and other increased by $5.4 million, or 4.3%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by the following:

- increased costs in our gathering and processing segment of $6.5 million primarily associated with incremental costs associated with the H2O Midstream and Gravity Acquisitions and increased Midland Gathering volumes; and
- partially offset by decreased costs of $2.3 million in our West Texas marketing operations primarily driven by decreased costs per gallon, partially offset by an increase in volumes sold.

Operating Expenses

Q1 2025 vs. Q1 2024

Operating expenses increased by $9.1 million, or 28.4%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by the following:

- incremental expenses associated with the H2O Midstream and Gravity Acquisitions of $5.4 million and $6.8 million, respectively; and
- partially offset by a decrease in outside services.

General and Administrative Expenses

Q1 2025 vs. Q1 2024

General and administrative expenses increased by $4.0 million, or 82.3%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by transaction costs associated with the Gravity Acquisition.

Depreciation and Amortization

Q1 2025 vs. Q1 2024

Depreciation and amortization increased by $1.2 million, or 4.6%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by the H2O Midstream and Gravity Acquisitions.

Other operating income, net

Q1 2025 vs. Q1 2024

Other operating income, net increased by $4.9 million, or 855.9%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by $4.3 million in condemnation proceeds received in the first quarter of 2025.

Interest Income

Q1 2025 vs. Q1 2024

Interest income increased by $22.5 million, or 100.0%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by income from certain of our commercial agreements with Delek Holdings that met the criteria to be accounted for as sales-type leases during the third quarter of 2024.

Interest Expense

Q1 2025 vs. Q1 2024

Interest expense increased by $0.9 million, or 2.2%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024.

Results from Equity Method Investments

Q1 2025 vs. Q1 2024

Income from equity method investments increased by $1.7 million, or 19.6%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily due to the following:

- The acquisition of the W2W Investment on August 5, 2024, which contributed income of $5.4 million during the period; and
- partially offset by a $3.0 million decrease in income from our investment in Red River Pipeline Company LLC.

Operating Segments

Gathering and Processing Segment

The following tables and discussion present the results of operations and certain operating statistics of the gathering and processing segment for the three months ended March 31, 2025 and 2024:

Gathering and Processing	Three Months Ended March 31,	
	2025	2024
Net revenues	$ 118,603	$ 95,883
Cost of materials and other	$ 24,344	$ 17,869
Operating expenses (excluding depreciation and amortization)	$ 30,581	$ 19,705
Segment EBITDA	$ 67,939	$ 57,772

Throughputs (bpd[1])	Three Months Ended March 31,	
	2025	2024
El Dorado Assets:		
Crude pipelines (non-gathered)	61,888	73,011
Refined products pipelines to Enterprise Systems	56,010	63,234
El Dorado Gathering System	10,321	12,987
East Texas Crude Logistics System	26,918	19,702
Midland Gathering System	246,090	213,458
Plains Connection System	179,240	256,844

Delaware Gathering Assets Volumes	Three Months Ended March 31,	
	2025	2024
Natural Gas Gathering and Processing *(Mcfd[2])*	59,809	76,322
Crude Oil Gathering *(bpd[1])*	122,226	123,509
Water Disposal and Recycling *(bpd[1])*	128,499	129,264

Midland Water Gathering System Volumes [3]	Three Months Ended March 31,	
	2025	2024
Water Disposal and Recycling *(bpd[1])*	632,972	—

(1) bpd - average barrels per day.
(2) Mcfd - average thousand cubic feet per day.
(3) Consists of volumes of H2O Midstream and Gravity. Gravity volumes are from January 2, 2025 to March 31, 2025.

Operational comparison of the three months ended March 31, 2025 compared to the three months ended March 31, 2024

Net Revenues

Q1 2025 vs. Q1 2024

Net revenues for the gathering and processing segment increased by $22.7 million, or 23.7%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily due to the following:

- an increase in revenue associated with the H2O Midstream operations of $16.5 million which began in the third quarter of 2024;
- an increase in revenue associated with the Gravity operations of $22.9 million which began on January 1, 2025; and
- partially offset by a decrease due to recording certain throughput fees as interest income under sales-type lease accounting that were previously recorded as revenue in the prior year period.

Cost of Materials and Other

Q1 2025 vs. Q1 2024

Cost of materials and other for the gathering and processing segment increased by $6.5 million, or 36.2%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, driven primarily by the following:

- incremental costs associated with the H2O Midstream and Gravity Acquisitions of $0.8 million and $2.0 million, respectively; and
- increased Midland Gathering volumes.

Operating Expenses

Q1 2025 vs. Q1 2024

Operating expenses for the gathering and processing segment increased by $10.9 million, or 55.2%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by the following:

- incremental costs associated with the H2O Midstream and Gravity Acquisitions of $5.4 million and $6.8 million, respectively; and
- partially offset by a decrease in outside services.

EBITDA

Q1 2025 vs. Q1 2024

EBITDA increased by $10.2 million, or 17.6%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024 primarily driven by the following:

- incremental EBITDA of $10.2 million and $13.9 million associated with H2O Midstream and Gravity Acquisitions, respectively; and
- partially offset by lower revenue related to sales-type lease accounting.

Wholesale Marketing and Terminalling Segment

The following tables and discussion present the results of operations and certain operating statistics of the wholesale marketing and terminalling segment for the three months ended March 31, 2025 and 2024:

Wholesale Marketing and Terminalling	Three Months Ended March 31,	
	2025	2024
Net revenues	$ 106,699	$ 119,270
Cost of materials and other	$ 89,653	$ 91,904
Operating expenses (excluding depreciation and amortization)	$ 3,799	$ 3,828
Segment EBITDA	$ 13,237	$ 25,274

Operating Information	Three Months Ended March 31,	
	2025	2024
East Texas - Tyler Refinery sales volumes (average bpd) [1]	67,876	66,475
Big Spring marketing throughputs (average bpd) [2]	—	76,615
West Texas marketing throughputs (average bpd)	10,826	9,976
West Texas marketing gross margin per barrel	$ 1.64	$ 2.15
Terminalling throughputs (average bpd) [3]	135,404	136,614

[1] Excludes jet fuel and petroleum coke.
[2] Marketing agreement terminated on August 5, 2024 upon assignment to Delek Holdings.
[3] Consists of terminalling throughputs at our Tyler, Big Spring, Big Sandy and Mount Pleasant, Texas terminals, our El Dorado and North Little Rock, Arkansas terminals and our Memphis and Nashville, Tennessee terminals.

Operational comparison of the three months ended March 31, 2025 compared to the three months ended March 31, 2024

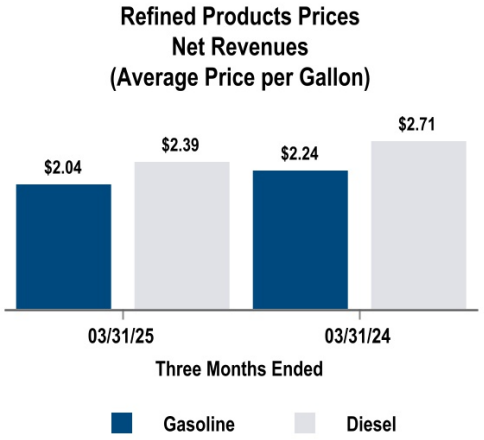
Net Revenues

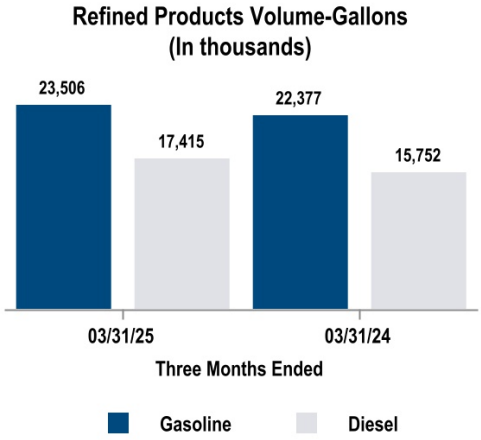
Q1 2025 vs. Q1 2024

Net revenues for the wholesale marketing and terminalling segment decreased by $12.6 million, or 10.5%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by the following:

- decrease due to recording certain throughput fees as interest income under sales-type lease accounting that were previously recorded as revenue in the prior year period; and
- decrease of $6.0 million due to the assignment of the Big Spring refinery marketing agreement to Delek Holdings in the third quarter of 2024; and
- decreased revenue of $2.7 million in our West Texas marketing operations primarily driven by a decrease in average sales prices per gallon, partially offset by an increase in volumes sold:
  - the average sales prices per gallon of gasoline and diesel sold decreased by $0.20 and $0.32 per gallon, respectively; and
  - the average volumes of gasoline and diesel sold increased by 1.1 million and 1.7 million gallons, respectively.

The following charts show summaries of the average sales prices per gallon of gasoline and diesel and refined products volume impacting our West Texas operations for the three months ended March 31, 2025 and 2024.





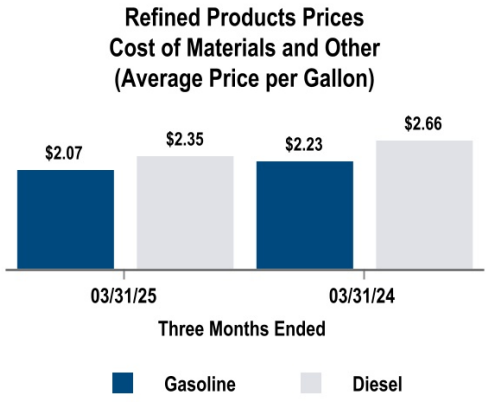
Cost of Materials and Other

Q1 2025 vs. Q1 2024

Cost of materials and other for the wholesale marketing and terminalling segment decreased by $2.3 million, or 2.4%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by the following:

- decreased costs of materials and other of $2.3 million in our West Texas marketing operations primarily driven by decreased costs per gallon, partially offset by an increase in volumes sold:
  - the average cost per gallon of gasoline and diesel sold decreased by $0.16 per gallon and $0.31 per gallon, respectively; and
  - the average volumes of gasoline and diesel sold increased by 1.1 million and 1.7 million gallons, respectively.

The following chart shows a summary of the average prices per gallon of gasoline and diesel purchased in our West Texas operations for the three months ended March 31, 2025 and 2024. Refer to the Refined Products Volume - Gallons chart above for a summary of volumes impacting our West Texas operations.



Operating Expenses

Q1 2025 vs. Q1 2024

Operating expenses for the wholesale marketing and terminalling segment were flat, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024.

EBITDA

Q1 2025 vs. Q1 2024

EBITDA decreased by $12.0 million, or 47.6%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily driven by the following:

- lower revenue related to sales-type lease accounting; and
- a $0.51 decline in wholesale margins.

Storage and Transportation Segment

The following tables and discussion present the results of operations and certain operating statistics of the storage and transportation segment for the three months ended March 31, 2025 and 2024:

Storage and Transportation				
	Three Months Ended March 31,			
	2025		2024	
Net revenues	$	24,628	$	36,922
Cost of materials and other	$	15,027	$	13,893
Operating expenses (excluding depreciation and amortization)	$	5,161	$	5,021
Segment EBITDA	$	4,414	$	18,127

Operation comparison of the three months ended March 31, 2025 compared to the three months ended March 31, 2024

Net Revenues

Q1 2025 vs. Q1 2024

Net revenues for the storage and transportation segment decreased by $12.3 million, or 33.3%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily due to recording certain storage fees as interest income under sales-type lease accounting that were previously recorded as revenue in the prior year period.

Cost of Materials and Other

Q1 2025 vs. Q1 2024

Cost of materials and other for the storage and transportation segment increased by $1.1 million, or 8.2%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024.

Operating Expenses

Q1 2025 vs. Q1 2024

Operating expenses for the storage and transportation segment increased by $0.1 million, or 2.8%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024.

EBITDA

Q1 2025 vs. Q1 2024

EBITDA decreased by $13.7 million, or 75.6%, in the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily due to a decrease in revenue related to sales-type lease accounting.

Investments in Pipeline Joint Ventures Segment

The Investments in Pipeline Joint Ventures segment relates to strategic Joint Venture investments, accounted for as equity method investments, to support the Delek Holdings operations in terms of offering connection to takeaway pipelines, alternative crude supply sources and flow of high quality crude oil to the Delek Holdings refining system. As a result, Delek Holdings is a major shipper and customer on certain of the Joint Venture pipelines, with minimum volume commitment ("MVC") agreements, which cushion the Joint Venture entities during periods of low activity. The other Joint Venture owners are usually major shippers on the pipelines resulting in a majority of the revenue of the Joint Venture entities coming from MVC agreements with related entities.

Investments in pipeline joint ventures segment include the Partnership's joint ventures investments described in Note 8 of our condensed consolidated financial statements in Item 1, Financial Statements, of this Quarterly Report on Form 10-Q.

Refer to Consolidated Results of Operations above for details and discussion of the investments in pipeline joint ventures segment for the three months ended March 31, 2025.

Liquidity and Capital Resources

Sources of Capital

We consider the following when assessing our liquidity and capital resources:

(i) cash generated from operations;

(ii) borrowings under our revolving credit facility;

(iii) potential issuance of additional equity;

(iv) potential issuance of additional debt securities; and

(v) potential sale of assets.

At March 31, 2025, our total liquidity amounted to $447.0 million comprised of $444.9 million in unused credit commitments under our third-party revolving credit facility (as discussed in Note 6 of our condensed consolidated financial statements in Item 1, Financial Statements, of this Quarterly Report on Form 10-Q), and $2.1 million in cash and cash equivalents. Historically, we have generated adequate cash from operations to fund ongoing working capital requirements, pay quarterly cash distributions and operational capital expenditures, and we expect the same to continue in the foreseeable future. Other funding sources, including the issuance of additional debt securities, have been utilized to fund growth capital projects such as dropdowns and other acquisitions. In addition, we have historically been able to source funding at rates that reflect market conditions, our financial position and our credit ratings. We continue to monitor market conditions, our financial position and our credit ratings and expect future funding sources to be at rates that are sustainable and profitable for the Partnership. However, there can be no assurances regarding the availability of any future financings or additional credit facilities or whether such financings or additional credit facilities can be made available on terms that are acceptable to us. We believe we have sufficient financial resources from the above sources to meet our funding requirements in the next 12 months, including working capital requirements, quarterly cash distributions and capital expenditures. Nevertheless, our ability to satisfy working capital requirements, to service our debt obligations, to fund planned capital expenditures, or to pay distributions will depend upon future operating performance, which will be affected by prevailing economic conditions in the oil industry and other financial and business factors, including crude oil prices, some of which are beyond our control. We continuously review our liquidity and capital resources. If market conditions were to change, for instance due to a significant decline in crude oil prices, and our revenue was reduced significantly or operating costs were to increase significantly, our cash flows and liquidity could be reduced. Additionally, it could cause the rating agencies to lower our credit ratings. There are no ratings triggers that would accelerate the maturity of any borrowings under our debt agreements.

Cash Distributions

On April 28, 2025, the board of directors of our general partner declared a distribution of $1.110 per common unit (the "Distribution"), which equates to an estimated amount of approximately $59.3 million per quarter, or approximately $237.2 million per year, based on the number of common units outstanding as of March 31, 2025. The Distribution will be paid on May 15, 2025 to common unitholders of record on May 8, 2025 and represents a 3.7% increase over the first quarter 2024 distribution. This increase in the distribution is consistent with our intent to maintain an attractive distribution growth profile over the long term. Although our Partnership Agreement requires that we distribute all of our available cash each quarter, we do not otherwise have a legal obligation to distribute any particular amount per common unit.

The table below summarizes the quarterly distributions related to our quarterly financial results:

Quarter Ended	Total Quarterly Distribution Per Limited Partner Unit	Total Cash Distribution (in thousands)
March 31, 2024	$1.070	$50,521
June 30, 2024	$1.090	$51,263
September 30, 2024	$1.100	$56,613
December 31, 2024	$1.105	$59,302
March 31, 2025	$1.110	$59,311

Unit Repurchase

On February 24, 2025, the Partnership and Delek Holdings entered into a Common Unit Purchase Agreement whereby the Partnership may repurchase common units from time to time from Delek Holdings in one or more transactions for an aggregate purchase price of up to $150.0 million through December 31, 2026 (each such repurchase, a “Repurchase”).The Partnership may fund Repurchases using cash on hand or borrowings under its existing credit facility, subject to compliance with applicable covenants. During the three months ended March 31, 2025, 243,075 common units were repurchased from Delek Holdings and cancelled at the time of the transaction for a total of $10.0 million. No common units were repurchased for the three months ended March 31, 2024. As of March 31, 2025, there was $140.0 million of authorization remaining under the Common Unit Repurchase Agreement.

Cash Flows

The following table sets forth a summary of our consolidated cash flows for the three months ended March 31, 2025 and 2024 (in thousands):

	Three Months Ended March 31,	
	2025	2024
Net cash provided by operating activities	$ 31,550	$ 43,858
Net cash used in investing activities	(234,767)	(9,861)
Net cash provided by (used in) financing activities	199,940	(28,080)
Net (decrease) increase in cash and cash equivalents	$ (3,277)	$ 5,917

Operating Activities

Net cash provided by operating activities decreased by $12.3 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024. The cash receipts from customer activities increased by $43.7 million and cash payments to suppliers and for allocations to Delek Holdings for salaries decreased by $27.7 million. In addition, cash dividends received from equity method investments decreased by $2.2 million and cash paid for debt interest increased by $26.1 million.

Investing Activities

Net cash used in investing activities increased by $224.9 million during the three months ended March 31, 2025 compared to the three months ended March 31, 2024, primarily due to Gravity Acquisition for $181.2 million. Additionally, purchases of property, plant and equipment and intangibles increased $44.2 million and $3.8 million, respectively, primarily associated with growth projects in our gathering and processing segment. Partially offsetting these increases was an increase in proceeds from sale of property, plant and equipment predominantly due to $4.3 million of condemnation proceeds received from eminent domain proceedings in Texas in the current period.

Financing Activities

Net cash provided by financing activities increased by $228.0 million for the three months ended March 31, 2025 compared to the three months ended March 31, 2024. This increase was primarily driven by increase in net proceeds from our revolving credit facility which increased by $485.0 million. Additionally contributing to this increase was a $6.2 million decrease in payments on other financing arrangements, and a decrease in deferred financing costs paid of $10.9 million associated with the 2029 Note issuances in prior year.

Partially offsetting these increases was a decrease of $132.3 million due to proceeds received from the equity issuances in October and March 2024; a decrease in net proceeds from term loans of $118.8 million due to issuance of 2029 Notes net of the extinguishment of 2025 Notes and term facility in the prior year, an increase in distributions paid of $13.1 million and a decrease of $10.0 million due to unit repurchases from Delek Holdings in the current period.

Debt Overview

As of March 31, 2025, we had total indebtedness of $2,155.1 million. The increase of $269.7 million in our long-term debt balance compared to the balance at December 31, 2024 resulted from additional borrowings under our revolving credit facility during the three months ended March 31, 2025. As of March 31, 2025, our total indebtedness consisted of:

- An aggregate principal amount of $705.1 million under the DKL Revolving Facility, due on October 13, 2027, with an average borrowing rate of 7.19%.
- An aggregate principal amount of $400.0 million, under the 2028 Notes (7.125% senior notes), due in 2028, with an effective interest rate of 7.38%.
- An aggregate principal amount of $1,050.0 million, under the 2029 Notes (8.625% senior notes), due in 2029, with an effective interest rate of 8.81%.

We believe we were in compliance with the covenants in all debt facilities as of March 31, 2025. See Note 6 to our condensed consolidated financial statements for a complete discussion of our third-party indebtedness.

Agreements Governing Certain Indebtedness of Delek Holdings

Delek Holdings' level of indebtedness, the terms of its borrowings and any future credit ratings could adversely affect our ability to grow our business, our ability to make cash distributions to our unitholders and our credit profile. Our current and future credit ratings may also be affected by Delek Holdings' level of indebtedness, financial performance and credit ratings.

Capital Spending

A key component of our long-term strategy is our capital expenditure program, which includes strategic consideration and planning for the timing and extent of regulatory maintenance, sustaining maintenance, and growth capital projects. These categories are described below:

- Regulatory maintenance projects in the gathering and processing segment are those expenditures expected to be spent on certain of our pipelines to maintain their operational integrity pursuant to applicable environmental and other regulatory requirements. Regulatory projects in the wholesale marketing and terminalling segment relates to scheduled maintenance and improvements on our terminalling tanks and racks at certain of our terminals in order to maintain environmental and other regulatory compliance. These expenditures have historically been and will continue to be financed through cash generated from operations.
- Sustaining capital expenditures represent capitalizable expenditures for the addition or improvement to, or the replacement of, our capital assets, and for the acquisition of existing, or the construction or development of new, capital assets made to maintain our long-term operating income or operating capacity. Examples of sustaining capital expenditures are expenditures for the repair, refurbishment and replacement of pipelines, tanks and terminals, to maintain equipment reliability, integrity and safety and to maintain compliance with environmental laws and regulations. Delek Holdings has agreed to reimburse us with respect to certain assets it has transferred to us pursuant to the terms of the Omnibus Agreement (as defined in Note 3 to our accompanying condensed consolidated financial statements). When not provided for under reimbursement agreements, such activities are generally funded by cash generated from operations.
- Growth projects include those projects that do not fall into one of the two categories above, and could include committed expansion projects under contracts with customers as well as other incremental growth projects, but are generally expected to produce incremental cash flows in accordance with our internal return on invested capital policy. Depending on the magnitude, funding for such projects may include cash generated from operations, borrowings under existing credit facilities, or issuances of additional debt or equity securities.

The following table summarizes our actual capital expenditures, including any material capital expenditure payments made or forecasted to be made in advance of receipt of goods and materials, for the three months ended March 31, 2025:

(in thousands)	Full Year 2025 Forecast	Three Months Ended March 31, 2025
Gathering and Processing		
Regulatory	$ —	$ —
Sustaining	2,715	13
Growth	209,300	71,298
Gathering and Processing Segment Total	$ 212,015	$ 71,311
Wholesale Marketing and Terminalling		
Regulatory	$ 6,958	$ 11
Sustaining	3,022	79
Growth	6,800	—
Wholesale Marketing and Terminalling Segment Total	$ 16,780	$ 90
Storage and Transportation		
Regulatory	$ —	$ 221
Sustaining	6,515	321
Growth	—	—
Storage and Transportation Segment Total	$ 6,515	$ 542
Total Capital Spending	$ 235,310	$ 71,943

The amount of our capital expenditure forecast is subject to change due to unanticipated increases in the cost, scope and completion time for our capital projects. For example, we may experience increases in the cost of and/or timing to obtain necessary equipment required for our continued compliance with government regulations or to complete improvement projects. Additionally, the scope and cost of employee or contractor labor expense related to installation of that equipment could increase from our projections.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements through the date of the filing of this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Impact of Changing Prices

Our revenues and cash flows, as well as estimates of future cash flows, are sensitive to changes in commodity prices. Shifts in the cost of crude oil, natural gas, NGLs, refined products and ethanol and related selling prices of these products can generate changes in our operating margins.

Interest Rate Risk

Debt that we incur under the DKL Credit Facility bears interest at floating rates and will expose us to interest rate risk. The outstanding floating rate borrowings totaled approximately $705.1 million as of March 31, 2025. The annualized impact of a hypothetical one percent change in interest rates on our floating rate debt outstanding as of March 31, 2025 would be to change interest expense by approximately $7.1 million.

Inflation

Inflationary factors, such as increases in the costs of our inputs, operating expenses, and interest rates may adversely affect our operating results. In addition, current or future governmental policies may increase or decrease the risk of inflation, which could further increase costs and may have an adverse effect on our ability to maintain current levels of gross margin and operating expenses as a percentage of sales if the prices at which we are able to sell our products and services do not increase in line with increases in costs.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our disclosure controls and procedures are designed to provide reasonable assurance that the information that we are required to disclose in reports we file under the Exchange Act is accumulated and appropriately communicated to management. We carried out an evaluation required by Rule 13a-15(b) of the Exchange Act, under the supervision and with the participation of our management, including the Principal Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures at the end of the reporting period. Based on that evaluation, the Principal Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the reporting period.

We acquired H2O Midstream effective September 11, 2024 and Gravity effective January 2, 2025, and have included the operating results and assets and liabilities of H2O Midstream and Gravity in our condensed consolidated financial statements in Item 1. Financial Statements, of this Quarterly Report on Form 10-Q as of March 31, 2025. As permitted by SEC guidance for newly acquired businesses, management's assessment of the Partnership's disclosure controls and procedures did not include an assessment of those disclosure controls and procedures of H2O Midstream and Gravity. We are currently in the process of integrating the Gravity operations, control processes and information systems into our systems and control environment.

Other than the acquisition of Gravity, there have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the first quarter of 2025 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In the ordinary conduct of our business, we are from time to time subject to lawsuits, investigations and claims, including, environmental claims and employee-related matters. Although we cannot predict with certainty the ultimate resolution of lawsuits, investigations and claims asserted against us, including civil penalties or other enforcement actions, we do not believe that any currently pending legal proceeding or proceedings to which we are a party will have a material adverse effect on our business, financial condition or results of operations. See Note 10 to our accompanying condensed consolidated financial statements, which is incorporated by reference in this Item 1, for additional information.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors identified in the Partnership's fiscal 2024 Annual Report on Form 10-K.

ITEM 2. UNREGISTERED SALE OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table sets forth information with respect to the purchase of our common units made during the three months ended March 31, 2025 by or on behalf of us or any "affiliated purchaser," as defined by Rule 10b-18 of the Exchange Act (inclusive of all purchases that have settled as of March 31, 2025).

	(a)	(b)	(c)	(d)
Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [1]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions)
January 1 - January 31	—	$ —	—	$ 150.0
February 1 - February 28	—	—	—	$ 150.0
March 1 - March 31	243,075	41.14	243,075	$ 140.0
Total	243,075	$ 41.14	243,075	N/A

[1] See further discussion in Note 7 to our Condensed Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 Trading Plans

During the quarter ended March 31, 2025, none of our directors or officers (as defined in Rule 16a-1 under the Exchange Act) adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 105b-1 trading arrangement" (as those terms are defined in Item 408 of Regulation S-K).

Intercompany Transactions

On May 1, 2025, Delek Holdings and certain of its subsidiaries entered into a series of intercompany transactions with the Partnership and certain of its subsidiaries, as described below. The transactions, including the consideration therefor, were negotiated and approved by the Audit Committee of the Board of Directors of Delek Holdings, which is comprised solely of independent directors, and by the Conflicts Committee of the Board of Directors of our general partner, which is also comprised solely of independent directors. In approving the series of intercompany transactions, the Audit Committee and Conflicts Committee took into consideration the related party transaction policies for Delek Holdings and the Partnership, respectively, Delek Holdings' Fifth Amended and Restated Bylaws and the Partnership's Third Amended and Restated Limited Partnership Agreement, respectively, and retained independent legal advisors to assist in evaluating and negotiating the agreements implicated in the intercompany transactions. The Conflicts Committee also retained independent accounting and financial advisors to assist in evaluating the intercompany transactions.

Delek Permian Gathering Dropdown

On May 1, 2025, Delek Holdings conveyed, through its subsidiaries, the Delek Permian Gathering purchasing and blending business to the Partnership (the "Dropdown Transaction"), as reflected in that certain Contribution, Conveyance and Assumption Agreement, dated May 1, 2025 (the "Contribution Agreement"). In connection with the Dropdown Transaction, Delek Holdings will contribute and convey, and the Partnership will assume all of Delek Holdings' rights and obligations to purchase crude oil under certain contracts associated with the Partnership's existing Midland Gathering System and in consideration of such contribution and conveyance the Partnership has agreed to (1) enter into the Termination Agreement (defined below), (2) enter into the Throughput Agreement (defined below), (3) enter into the El Dorado Purchase Agreement (defined below), and (4) to issue in the form of a book entry a cancellation of $58,800,000 of existing receivables owed by Delek Holdings to the Partnership; provided, that if the Partnership receivables are less than $58,800,000 as of May 1, 2025, then the Partnership shall issue a book entry credit toward the payment of future Partnership receivables owed by Delek Holdings for such difference. The foregoing description of the Dropdown Transaction is not complete and is qualified in its entirety by reference to the full text of the Contribution Agreement, which is attached as Exhibit 2.1 to this Quarterly Report on Form 10-Q.

Commercial Agreements

Termination of the East Texas Marketing Agreement

On May 1, 2025, Delek Holdings and the Partnership, through their subsidiaries, entered into that certain Termination Agreement to terminate, in its entirety, the East Texas Marketing Agreement, dated November 7, 2012, by and between DK Trading & Supply, LLC, a wholly owned subsidiary of Delek Holdings, and Delek Marketing & Supply, LP, a wholly owned subsidiary of the Partnership, as amended by that certain First Amendment to Marketing Agreement dated July 26, 2013, and that certain Second Amendment to Marketing Agreement dated December 19, 2016 (the "Termination Agreement"). The Termination Agreement shall be effective as of January 1, 2026. The foregoing description of the Termination Agreement is not complete and is qualified in its entirety by reference to the full text of the Termination Agreement, which is attached as Exhibit 10.3 to this Quarterly Report on Form 10-Q.

El Dorado Rail Facility Throughput Agreement

On May 1, 2025, in connection with the Dropdown Transaction, Delek Holdings and the Partnership, through their subsidiaries, entered into that certain Second Amended and Restated Throughput Agreement for the El Dorado Rail Facility (the "Throughput Agreement"). The Throughput Agreement provides minimum volume commitment for Refined Products (as defined therein) until the termination of the Throughput Agreement, which will occur at the closing of the El Dorado Purchase (as defined below). The foregoing description of the Throughput Agreement is not complete and is qualified in its entirety by reference to the full text of the Throughput Agreement, which is attached as Exhibit 10.4 to this Quarterly Report on Form 10-Q.

El Dorado Rail Facility Asset Purchase Agreement

On May 1, 2025, in connection with the Dropdown Transaction, Delek Holdings and the Partnership, through their subsidiaries, entered into that certain Asset Purchase Agreement (the "El Dorado Purchase Agreement"). Pursuant to the El Dorado Purchase Agreement, Delek Holdings, through its subsidiaries, will purchase the Transferred Assets (as defined therein) from the Partnership for cash consideration of $25,000,000 (the "El Dorado Purchase"). The El Dorado Purchase is currently set to close January 1, 2026, subject to certain closing conditions as set forth in the El Dorado Purchase Agreement. The foregoing description of the El Dorado Purchase Agreement is not complete and is qualified in its entirety by reference to the full text of the El Dorado Purchase Agreement, which is attached as Exhibit 10.4 to this Quarterly Report on Form 10-Q.

Fifth Amended and Restated Omnibus Agreement

On May 1, 2025, Delek Holdings and the Partnership entered into a Fifth Amended and Restated Omnibus Agreement with certain of their respective subsidiaries (the "Amended Omnibus Agreement"). The Amended Omnibus Agreement provides for an increase in the Administrative Fee (as defined therein) which shall be phased in over the two (2) years commencing on July 1, 2025 and a binding obligation for both Parties to negotiate in good faith the provision of transition services by Delek Holdings in the event of a change in control of the Partnership. The foregoing description of the Amended Omnibus Agreement is not complete and is qualified in its entirety by reference to the full text of the Amended Omnibus Agreement, which is attached as Exhibit 10.6 to this Quarterly Report on Form 10-Q.

ITEM 6. EXHIBITS

Exhibit No.		Description
2.1	*#	Contribution, Conveyance and Assumption Agreement, dated as of May 1, 2025, among DK Trading & Supply, LLC, Delek Marketing & Supply, LP, Delek Logistics Partners, LP, and solely for purposes of Article VIII, Delek US Holdings, Inc.
10.1	***#	Offer Letter, by and among Delek US Holdings, Inc. Delek Logistics Partners, L.P. and Robert Wright, dated as of March 29, 2025.
10.2	***#	Third Amendment to Executive Employment Agreement, by and between Delek US Holdings, Inc. and Reuven Spiegel, effective as of March 1, 2025.
10.3	**#	Termination Agreement (East Texas Marketing Agreement), dated May 1, 2025, between DK Trading & Supply, LLC and Delek Marketing & Supply, LP.
10.4	**#	Second Amended and Restated Throughput Agreement, dated May 1, 2025, between Delek Logistics Operating, LLC and DK Trading & Supply, LLC.
10.5	**#	Asset Purchase Agreement, dated May 1, 2025, between Delek Logistics Operating, LLC and Lion Oil Company, LLC.
10.6	**#	Fifth Amended and Restated Omnibus Agreement dated May 1, 2025, among Delek US Holdings, Inc., Delek Refining, Ltd., Lion Oil Company, LLC, Delek Logistics Partners, LP, Paline Pipeline Company, LLC, SALA Gathering Systems, LLC, Magnolia Pipeline Company, LLC, El Dorado Pipeline Company, LLC, Delek Crude Logistics, LLC, Delek Marketing-Big Sandy, LLC, Delek Marketing & Supply, LP, DKL Transportation, LLC, Delek Logistics Operating, LLC, and Delek Logistics GP, LLC.
31.1	#	Certification of Delek Logistics GP, LLC's Principal Executive Officer pursuant to Rule 13a-14(a)/15(d)-14(a) under the Securities Exchange Act of 1934, as amended.
31.2	#	Certification of Delek Logistics GP, LLC's Chief Financial Officer pursuant to Rule 13a-14(a)/15(d)-14(a) under the Securities Exchange Act of 1934, as amended.
32.1	##	Certification of Delek Logistics GP, LLC's Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	##	Certification of Delek Logistics GP, LLC's Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101		The following materials from Delek Logistics Partners, LP's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2025, formatted in Inline XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets as of March 31, 2025 and December 31, 2024 (Unaudited), (ii) Condensed Consolidated Statements of Income and Comprehensive Income for the three months ended March 31, 2025 and 2024 (Unaudited), (iii) Condensed Consolidated Statement of Partners' Equity (Deficit) for the three months ended March 31, 2025 and 2024 (Unaudited), (iv) Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2025 and 2024 (Unaudited), and (v) Notes to Condensed Consolidated Financial Statements (Unaudited).
104		The cover page from Delek Logistics Partners, LP's Quarterly Report on Form 10-Q for the quarter ended March 31, 2025 has been formatted in Inline XBRL.

#	Filed herewith
##	Furnished herewith
*	Certain schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Partnership agrees to furnish supplementally a copy of any of the omitted schedules or exhibits upon request by the United States Securities and Exchange Commission, provided, however, that the Partnership may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act, as amended, for any schedules or exhibits so furnished.
**	Certain of the exhibits and schedules have been omitted in accordance with Regulation S-K Item 601(a)(5). The Partnership agrees to furnish a copy of all omitted exhibits and schedules upon request by the United States Securities and Exchange Commission, provided, however, that the Partnership may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act, as amended, for any schedules or exhibits so furnished.
***	Management contract or compensatory plan or arrangement.

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, thereunto duly authorized.

Delek Logistics Partners, LP
By: Delek Logistics GP, LLC
Its General Partner

By: /s/ Avigal Soreq
Avigal Soreq
President
(Principal Executive Officer)

By: /s/ Robert Wright
Robert Wright
Executive Vice President, Chief Financial Officer
(Principal Financial and Accounting Officer)

Dated: May 7, 2025

Exhibit 2.1

Execution Version

CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT

(2025 Crude Purchase Dropdown)

by and among

DK Trading & Supply, LLC,

Delek Marketing & Supply, LP,

Delek Logistics Partners, LP,

and solely for the purposes of Article VIII,

Delek US Holdings, Inc.

Dated as of May 1, 2025

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EXHIBITS

CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT

(2025 Crude Purchase Dropdown)

THIS **CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT** (this "**Agreement**") dated as of May 1, 2025 (the "**Execution Date**"), is made and entered into by and among DK Trading & Supply, LLC, a Delaware limited liability company ("**Contributor**"), Delek Marketing & Supply, LP, a Delaware limited partnership ("**DKL MS**"), Delek Logistics Partners, LP, a Delaware limited partnership (the "**Partnership**" and, together with DKL MS, each, a "**Partnership Party**" and collectively, the "**Partnership Parties**"), and solely for the purposes of Article VIII, Delek US Holdings, Inc. ("**Delek US**"). The Partnership Parties and Contributor are each sometimes referred to in this Agreement as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Contributor owns the Transferred Assets;

WHEREAS, in connection with the Closing, Contributor desires to contribute, assign, transfer, convey and deliver the Transferred Assets to DKL MS, and in exchange, the Partnership desires to deliver, or cause to be delivered, to Contributor or its designee(s) the Consideration, all in accordance with the terms of this Agreement (the "**Transaction**");

WHEREAS, in connection with the Closing, DKL MS (or its Affiliate) and Contributor (or its Affiliate), have entered into the Intercompany Agreement (as defined hereinafter) which will set forth certain obligations between DKL MS and Contributor;

WHEREAS,

(a) the Conflicts Committee (the "**Conflicts Committee**") of the Board of Directors (the "**Board of Directors**") of Delek Logistics GP, LLC, a Delaware limited liability company (the "**General Partner**"), has previously:

(i) received an opinion (the "**Fairness Opinion**") of Evercore Group L.L.C., the financial advisor to the Conflicts Committee (the "**Financial Advisor**"), to the effect that, as of the date of such Fairness Opinion, and based upon and subject to the assumptions, qualifications, limitations and other matters set forth therein, the Consideration to be paid by the Partnership upon the consummation of the transactions contemplated by this Agreement and the Ancillary Documents is fair, from a financial point of view, to the Partnership;

(ii) after an evaluation of, among other things, the Transaction, the Fairness Opinion, the proposed terms and conditions of this Agreement and the other Transaction Documents (as defined below) and the business and prospects of the Partnership, determined in good faith that the Transaction is in the interests of the Partnership;

(iii) unanimously approved the Transaction and the Transaction Documents upon the terms and conditions set forth in the Transaction Documents, such approval constituting "Special Approval" for purposes of the Third Amended and

Restated Agreement of Limited Partnership of the Partnership, dated as of September 11, 2024 (as amended to date, the "**Partnership Agreement**"); and

(iv) unanimously recommended that the Board of Directors (A) approve the Transaction and the Transaction Documents upon the terms and conditions set forth in the Transaction Documents and (B) cause the Partnership or its designee(s) to enter into the Transaction Documents and consummate the Transaction upon the terms and conditions set forth in the Transaction Documents; and

(b) subsequently, the Board of Directors approved the Transaction, the Transaction Documents and the transactions contemplated thereby upon the terms and conditions set forth in the Transaction Documents.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINED TERMS

1.1 Defined Terms. Unless the context expressly requires otherwise, the respective terms defined in this Section 1.1 shall, when used in this Agreement, have the respective meanings herein specified.

"**Action**" means any claim, action, suit, litigation, investigation, inquiry or proceeding by any Person, including any Governmental Authority, or before any court or other Governmental Authority or any arbitration proceeding, of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, under any theory, including those based on theories of contract, tort, statutory liability, strict liability, employer liability, premises liability, products liability, breach of warranty or malpractice.

"**Affiliate**" means, with respect to a specified Person, any other Person controlling, controlled by or under common control with that first Person. As used in this definition, the term "control" means (a) with respect to any Person having voting securities or the equivalent and elected directors, managers or Persons performing similar functions, the ownership of or power to vote, directly or indirectly, voting securities or the equivalent representing 50% or more of the power to vote in the election of directors, managers or Persons performing similar functions, (b) ownership of 50% or more of the equity or equivalent interest in any Person or (c) the ability to direct the business and affairs of any Person by acting as a general partner, manager or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, Delek US and its subsidiaries (other than the General Partner, the Partnership and the Partnership's subsidiaries), including Contributor, on the one hand, and the General Partner, the Partnership and the Partnership's subsidiaries, including DKL MS, on the other hand, shall not be considered Affiliates of each other.

"**Agreement**" has the meaning set forth in the preamble.

"**Allocation Schedule**" has the meaning set forth in Section 3.5.

"**Ancillary Documents**" means, collectively, the Partnership Ancillary Documents and the Contributor Ancillary Documents.

"**Applicable Law**" means any applicable statute, law, regulation, ordinance, rule, code, Permit, Order, or other governmental restriction or any similar form of decision of, or any provision or condition issued under any of the foregoing by, or any determination by, any Governmental Authority having or asserting jurisdiction over the matter or matters in question, in each case as amended (including all of the terms and provisions of the common law of such Governmental Authority), as interpreted and enforced at the time in question.

"**Assumed Liabilities**" has the meaning set forth in Section 2.4(a).

"**Base Price**" has the meaning set forth in Section 6.8.

"**Board of Directors**" has the meaning set forth in the recitals.

"**Books and Records**" has the meaning set forth in Section 2.2(b).

"**BSR Facility Amendment**" means the First Amendment to Pipelines, Storage and Throughput Facilities Agreement (Big Spring Refinery Logistics Assts and Duncan Terminal) dated as of the Execution Date, by and between Alon USA, LP, DKL Big Spring, LLC and Citigroup Energy Inc., as set forth on Exhibit B.

"**Business Day**" means any day, other than Saturday or Sunday, on which banks are open for business in Nashville, Tennessee.

"**Claimant**" has the meaning set forth in Section 9.5.

"**Closing**" has the meaning set forth in Section 3.1.

"**Closing Date**" has the meaning set forth in Section 3.1.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Confidential Information**" means all information, documents, records and data that a Party furnishes or otherwise discloses to the other Party (including any such items furnished prior to the execution of this Agreement), together with all analyses, compilations, studies, memoranda, notes or other documents, records or data (in whatever form maintained, whether documentary, computer or other electronic storage or otherwise) prepared by the receiving Party which contain or otherwise reflect or are generated from such information, documents, records and data; *provided, however*, that the term "**Confidential Information**" does not include any information that (a) at the time of disclosure is or thereafter becomes generally available to or known by the public (other than as a result of a disclosure by the receiving Party), (b) is developed by the receiving Party without reliance on any Confidential Information or (c) is or was available to the receiving Party on a non-confidential basis from a source other than the disclosing Party that, insofar as is known to the receiving Party, is not prohibited from

transmitting the information to the recipient by a contractual, legal or fiduciary obligation to the disclosing Party.

"**Conflicts Committee**" has the meaning set forth in the recitals.

"**Consents**" means all notices to, authorizations, consents, waivers, or approvals of, or registrations, declarations or filings with, or expiration of waiting periods imposed by, any Governmental Authority, and any notices to, consents, waivers, or approvals of any other third party, in each case that are required by Applicable Law or by Contract in order to consummate the transactions contemplated by this Agreement and the Ancillary Documents.

"**Consideration**" has the meaning set forth in Section 2.5.

"**Contract**" means any written contract, agreement, indenture, instrument, note, bond, loan, lease, mortgage, franchise, license agreement, purchase or sales order, binding term sheet, letter of intent or memorandum, binding commitment, letter of credit or any other legally binding arrangement, including any amendments or modifications thereof and waivers relating thereto.

"**Contract Assignments**" has the meaning set forth in Section 3.2(a).

"**Contributor**" has the meaning set forth in the preamble.

"**Contributor Ancillary Documents**" means each agreement, document, instrument or certificate to be delivered by any Contributor, or its respective Affiliates, at the Closing pursuant to Section 3.2 hereof and each other document or Contract entered into by any Contributor, or its respective Affiliates, in connection with this Agreement or the Closing.

"**Contributor Indemnified Costs**" means any and all damages, losses, Actions, Liabilities, demands, charges, penalties, costs, and expenses (including court costs and reasonable professional fees and expenses incurred in investigating and preparing for any Action) that the Contributor Indemnified Parties incur and that arise out of or relate to (a) any breach of a representation, warranty or covenant of any Partnership Party under this Agreement or any Partnership Ancillary Document, (b) any Assumed Liability, or (c) any amount for which the Partnership Parties are responsible pursuant to Section 3.4. Notwithstanding anything in the foregoing to the contrary, Contributor Indemnified Costs shall exclude any and all Special Damages other than those that are a result of (i) a Third-party Action for Special Damages or (ii) fraud, gross negligence, or willful misconduct of a Partnership Party, its Affiliates, or their respective officers, directors, partners, managers, or employees.

"**Contributor Indemnified Parties**" means Contributor and its respective Affiliates, including Delek US, and their respective officers, directors, partners, managers, employees and Affiliated equity holders.

"**Contributor's Fundamental Representations**" means the representations and warranties set forth in Sections 4.1, 4.2, 4.3, 4.6, and 4.7.

"**Credit Consideration**" has the meaning set forth in Section 2.5.

"**Delayed Asset**" has the meaning set forth in Section 6.5(a).

"**Delek US**" has the meaning set forth in the preamble.

"**Delek US Energy**" means Delek US Energy, Inc., a Delaware corporation.

"**Direct Claim**" has the meaning set forth in Section 7.3.

"**Dispute**" means any and all disputes, Actions, controversies and other matters in question between any Contributor Indemnified Party, on the one hand, and a Partnership Indemnified Party, on the other hand, arising out of or relating to this Agreement or the alleged breach hereof, or in any way relating to the subject matter of this Agreement regardless of whether (a) allegedly extra-contractual in nature, (b) sounding in contract, tort or otherwise, (c) provided for by Applicable Law or otherwise or (d) seeking damages or any other relief, whether at law, in equity or otherwise.

"**DKL Receivables**" has the meaning set forth in Section 2.5.

"**DKL MS**" has the meaning set forth in the preamble.

"**DPG Meters**" means each of the CV Meter, the NG Meter, the BSRSPS Meter and the Tagalong Meter.

"**DPG System**" means the crude oil gathering system located in Howard, Borden and Martin Counties, Texas owned by the Partnership.

"**EDR Agreement**" means the Second Amended and Restated Throughput Agreement (El Dorado Rail Offloading Facility) dated as of the Execution Date, by and between Contributor and Delek Logistics Operating, LLC, as set forth on Exhibit C.

"**EDR Purchase Agreement**" means the Asset Purchase Agreement dated as of the Execution Date, by and between Delek Logistics Operating, LLC and Lion Oil Company, LLC, as set forth on Exhibit D.

"**EDR Sale**" has the meaning set forth in Section 2.5.

"**Effective Time**" has the meaning set forth in Section 3.1.

"**Encumbrance**" means any mortgage, pledge, charge, hypothecation, claim, easement or right-of-way, servitude, right of purchase, security interest, deed of trust, conditional sales agreement, encroachment, encumbrance or other defect in title, interest, option, lien, right of first refusal or offer or other preferential right or option, whether or not imposed by operation of Applicable Law, any voting trust or voting agreement, stockholder agreement or proxy.

"**Environmental Law**" means all Applicable Laws relating to pollution or protection of human health and the environment (including soils, subsurface soils, surface waters, groundwaters or ambient atmosphere) including the federal Comprehensive Environmental

Response, Compensation, and Liability Act, the Superfund Amendments Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Oil Pollution Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, as each has been adopted by the United States and as amended from time to time prior to the Closing Date and other similar environmental and other Applicable Laws of the state or local Governmental Authorities, as each has been amended from time to time prior to the Closing Date.

"**ERISA Affiliate**" means each trade or business (whether or not incorporated) that, together with the applicable Contributor, is, or has been within the past six years, deemed to be a "single employer" within the meaning of Section 4001 of ERISA or Section 414 of the Internal Revenue Code of 1986, as amended.

"**Excluded Assets**" has the meaning set forth in Section 2.3.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4(b).

"**Execution Date**" has the meaning set forth in the preamble.

"**Fairness Opinion**" has the meaning set forth in the recitals.

"**Financial Advisor**" has the meaning set forth in the recitals.

"**Fundamental Representations**" means, collectively, the Partnership Parties' Fundamental Representations and Contributor's Fundamental Representations.

"**General Partner**" has the meaning set forth in the recitals.

"**Governmental Authority**" means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

"**Hazardous Materials**" means each substance designated and regulated as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," "contaminant" or "toxic substance," as those terms are defined under or otherwise regulated by, or subject to Liability under, any Environmental Law including petroleum, petroleum byproducts, Hydrocarbons, asbestos, asbestos-containing material, polychlorinated biphenyls, and radioactive materials (whether naturally occurring radioactive material or otherwise).

"**Hydrocarbons**" means oil, gas, casinghead gas, drip gasoline, natural gasoline, condensate, distillate, and any other liquid or gaseous hydrocarbons and all products refined or separated therefrom.

"**Indemnified Costs**" means the Partnership Indemnified Costs and the Contributor Indemnified Costs, as applicable.

"**Indemnified Party**" means the Partnership Indemnified Parties and the Contributor Indemnified Parties, as applicable.

"**Indemnifying Party**" has the meaning set forth in Section 7.2.

"**Intercompany Agreement**" means the Crude Oil Buy/Sell Agreement dated as of the Execution Date, by and between Contributor and DKL MS.

"**Inventory**" has the meaning set forth in Section 2.2(c).

"**knowledge of Contributor**" or "**Contributor's knowledge**" or any other similar knowledge qualification, means the actual knowledge of any officer of Contributor.

"**knowledge of the Partnership Parties**" or any other similar knowledge qualification, means the actual knowledge of any officer of the General Partner.

"**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"**Material Adverse Effect**" means any material adverse change, circumstance, effect or condition in or relating to the Transferred Assets or the assets, financial condition, results of operations, or business of any Person or that materially impedes the ability of any Person to consummate the transactions contemplated hereby, other than any change, circumstance, effect or condition in (a) the Hydrocarbon exploration, production, development, processing, gathering, transportation and/or distribution industries generally (including any change in the prices of crude oil, natural gas, natural gas liquids, feedstocks or refined products or other Hydrocarbon products, industry margins or any regulatory changes or changes in Applicable Law); (b) United States or global economic conditions or financial markets in general; or (c) any change resulting from the execution of this Agreement or the announcement of the transactions contemplated hereby. Any determination as to whether any change, circumstance, effect or condition has a Material Adverse Effect shall be made only after taking into account all effective insurance coverages and effective third-party indemnifications with respect to such change, circumstance, effect or condition.

"**Order**" means any judgment, order, writ, injunction, decree, settlement agreement, award, ruling, schedule and similar binding legal agreement, in each case to the extent legally enforceable, issued by or entered into with a Governmental Authority.

"**Organizational Documents**" means, with respect to any Person, the articles of incorporation, certificate of incorporation, certificate of formation, certificate of limited partnership, bylaws, limited liability company agreement, operating agreement, partnership agreement, stockholders' agreement, and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of such Person, including any amendments thereto.

"**Partnership**" has the meaning set forth in the preamble.

"**Partnership Agreement**" has the meaning set forth in the recitals.

"**Partnership Ancillary Documents**" means each agreement, document, instrument or certificate to be delivered by any Partnership Party, or its Affiliates, at the Closing pursuant to Section 3.3 hereof and each other document or Contract entered into by any Partnership Party, or its Affiliates, in connection with this Agreement or the Closing.

"**Partnership Indemnified Costs**" means any and all damages, losses, Actions, Liabilities, demands, charges, penalties, costs, and expenses (including court costs and reasonable professional fees and expenses incurred in investigating and preparing for any Action) that the Partnership Indemnified Parties incur and that arise out of or relate to (a) any breach of a representation, warranty or covenant of any Contributor under this Agreement or any Contributor Ancillary Document, (b) any Excluded Asset or Excluded Liability, or (c) any amount for which any Contributor is responsible pursuant to Section 3.4. Notwithstanding anything in the foregoing to the contrary, Partnership Indemnified Costs shall exclude any and all Special Damages other than those that are a result of (i) a Third-party Action for Special Damages or (ii) the fraud, gross negligence or willful misconduct of a Contributor, its Affiliates, or their respective officers, directors, partners, managers, and employees.

"**Partnership Indemnified Parties**" means each Partnership Party and its Affiliates, and their respective officers, directors, partners, managers, employees and Affiliated equity holders.

"**Partnership Parties' Fundamental Representations**" means the representations and warranties set forth in Sections 5.1, 5.2, 5.3 and 5.5.

"**Partnership Party**" and "**Partnership Parties**" have the meanings set forth in the preamble.

"**Party**" and "**Parties**" have the meanings set forth in the preamble.

"**Permits**" means all permits, licenses, sublicenses, certificates, approvals, identification numbers, consents, exemptions, notices, waivers, variances, franchises, registrations, filings, accreditations, or other similar authorizations, including pending applications or filings therefor and renewals thereof, required by any Applicable Law or Governmental Authority or granted by any Governmental Authority.

"**Permitted Encumbrances**" means (a) liens for taxes not yet due and payable; (b) liens of mechanics, carriers, laborers, suppliers, workers and materialmen incurred in the ordinary course of business for sums not yet due or being diligently contested in good faith; and (c) liens securing rental, storage, throughput, handling or other fees or charges owing from time to time to common carriers, solely to the extent of such fees or charges.

"**Person**" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, Governmental Authority or other entity.

"**Prime Rate**" means the rate of interest quoted in *The Wall Street Journal*, Money Rates Section as the "Prime Rate."

"**Pro-Rated Items**" has the meaning set forth in Section 3.4(a).

"**Receivable Consideration**" has the meaning set forth in Section 2.5.

"**Receiving Party Personnel**" has the meaning set forth in Section 9.6(d).

"**Records Period**" has the meaning set forth in Section 6.4(b).

"**Replacement Credit Support**" means the guarantees to be provided by the Partnership with respect to the Contracts set forth on Exhibit A.

"**Respondent**" has the meaning set forth in Section 9.5.

"**Special Damages**" means any consequential, punitive, special, or exemplary damages, or for loss of profits or revenues.

"**Tank 1012 Amendment**" means the First Amendment to Pipelines, Throughout and Offloading Facilities Agreement (Magellan Connection, Big Spring & Luther Stations, LPG Rack and Tank 1012) dated as of the Execution Date, by and between Contributor, DKL MS and DKL Permian Gathering, LLC, as set forth on Exhibit E

"**Termination Agreement**" means the agreement to terminate the Marketing Agreement dated as of November 7, 2012, by and between Contributor and DKL MS, as amended and assigned to date, as set forth on Exhibit F.

"**Termination of Throughput and Deficiency Agreement**" means the Termination of Throughput and Deficiency Agreement dated as of the Execution Date, by and between Contributor and DKL Permian Gathering, LLC, as set forth on Exhibit G.

"**Third-party Action**" has the meaning set forth in Section 7.2.

"**Transaction**" has the meaning set forth in the recitals.

"**Transaction Documents**" means this Agreement and the Ancillary Documents.

"**Transferred Assets**" has the meaning set forth in Section 2.2.

"**Transferred Contracts**" has the meaning set forth in Section 2.2(a).

ARTICLE II
TRANSFER OF ASSETS AND AGGREGATE CONSIDERATION

2.1 Contribution. Subject to all of the terms and conditions set forth in this Agreement, contemporaneously herewith, Contributor is contributing, conveying, transferring and assigning the Transferred Assets and Assumed Liabilities to DKL MS, and DKL MS hereby accepts, receives and acquires from Contributor (i) the Transferred Assets, free and clear of all Encumbrances, other than Permitted Encumbrances, and (ii) the Assumed Liabilities.

2.2 Transferred Assets. For purposes of this Agreement, the term "**Transferred Assets**" shall mean the following assets, properties and rights of Contributor, other than the Excluded Assets:

(a) all rights, title and interest of Contributor, to the extent existing at or accruing after the Effective Time, in, to and under the Contracts listed on Schedule 2.2(a) (the "**Transferred Contracts**");

(b) all of the contract files and records to the extent related to the Transferred Contracts (the "**Books and Records**");

(c) all Hydrocarbon inventory, whether owned by Contributor, its Affiliates or third parties that are stored in the DPG System at the Effective Time (the "**Inventory**");

(d) all Actions and similar rights against third parties that are not Affiliates of Contributor (including indemnification and contribution) to the extent related to the Transferred Contracts from and after the Effective Time, if any, including any claims for refunds, prepayments, offsets, recoupment, judgments and the like, whether received as payment or credit against future Liabilities; and

(e) all rights, titles, claims and interests of Contributor or any of its Affiliates (i) under any policy or agreement of insurance, (ii) under any bond, (iii) to or under any condemnation damages or awards in regard to any taking or (iv) to any insurance or bond proceeds, as each relates to any Assumed Liabilities.

2.3 Excluded Assets. The Transferred Assets shall not include, and Contributor reserves and retains, all right, title and interest in and to the following (collectively, the "**Excluded Assets**"):

(a) all cash, cash equivalents, short-term investments, bank deposits, investment accounts, corporate credit cards and similar items of Contributor;

(b) any Contracts other than the Transferred Contracts;

(c) the rights of Contributor to the names "Delek" or any related or similar trade names, trademarks, service marks, corporate names or logos, or any part, derivative or combination thereof;

(d) all of Contributor's and any of its Affiliates' right, title and interest in and to all accounts receivable, all trade accounts receivable and all notes, bonds, and other evidences of indebtedness of and rights to receive payments arising out of sales, services, rentals and other activities arising out of or related to any sale, transfer or other disposition of any Excluded Asset, and any and all such rights evidenced by chattel paper, instruments or documents, in each case, whether due or to become due and whether or not earned by performance, and whether now or hereafter acquired or arising in the future, including the security arrangements, if any, related

thereto, including any rights with respect to any third party collection procedures or any other Actions in connection therewith;

(e) all Actions and similar rights in favor of Contributor or any of its Affiliates of any kind against third parties that are not Affiliates of the Partnership to the extent relating to (i) the Excluded Assets or (ii) the Transferred Assets prior to the Effective Time; and

(f) other than as set forth in Section 2.2(e), all rights, titles, claims and interests of Contributor or any of its Affiliates (i) under any policy or agreement of insurance, (ii) under any bond, (iii) to or under any condemnation damages or awards in regard to any taking or (iv) to any insurance or bond proceeds.

2.4 Assumed Liabilities; Excluded Liabilities.

(a) Subject to the terms and conditions set forth herein and except for the Excluded Liabilities, DKL MS shall assume or become obligated with respect to any obligations or Liabilities arising out of or related to the ownership and use of the Transferred Assets by DKL MS or its Affiliates, in each case only from and after the Effective Time (the "**Assumed Liabilities**"); *provided* that, for the avoidance of doubt, if at such time, if ever, an Excluded Liability ceases to be an Excluded Liability pursuant to the terms of this Agreement, it shall thereafter be an Assumed Liability.

(b) No Partnership Party shall assume or become obligated with respect to any obligation or Liability of any nature whatsoever (i) as a result of the transactions contemplated by this Agreement, including any payment obligations of a Contributor (A) due in respect of Permitted Encumbrances that arise prior to the Effective Time, or (B) that arise out of or relate to the Excluded Assets; (ii) arising out of or related to the ownership and use of the Transferred Assets by any Contributor or its Affiliates prior to the Effective Time; (iii) arising out of or relating to Hazardous Materials or any Environmental Laws, to the extent relating to or resulting from facts, circumstances, conditions or events occurring or existing prior to the Effective Time with respect to the Transferred Assets and for which DKL MS gives Contributor written notice prior to the fifth anniversary of the Closing; (iv) identified on Schedule 2.4(b); or (v) to any employee or related to any employee benefit plan or employment arrangement sponsored, maintained, contributed by or required to be contributed by a Contributor or any ERISA Affiliate, including any Liabilities related to pension plans (all such obligations or Liabilities of any Contributor and its Affiliates, subject to such exclusions, collectively, the "**Excluded Liabilities**"). All Excluded Liabilities shall remain the sole liabilities of Contributor.

2.5 Consideration. At the Closing, in consideration for the contribution of the Transferred Assets, the Partnership shall: (1) cause the execution and delivery of the Termination Agreement by DKL MS (the "**Marketing Agreement Termination**"); (2) cause the execution and delivery of the EDR Agreement by Delek Logistics Operating, LLC (the "**EDR Rate Reduction**"); (3) cause the execution and delivery of the EDR Purchase Agreement by Delek Logistics Operating, LLC (the "**EDR Sale**"); and (4) issue in the form of a book entry a cancellation of $58,800,000 of existing receivables owed by Contributor and its Affiliates to the Partnership (such receivables owed by Contributor and its Affiliates to the Partnership, the "**DKL Receivables**", and such cancellation, the "**Receivable Consideration**"); *provided*, that if the DKL Receivables as of the Execution Date are less than $58,800,000, then DKL MS shall issue Contributor a credit toward the payment of future DKL Receivables in the form of a book entry in the amount of the difference in (A) $58,800,000 *minus* (B) the amount of the DK Receivables as of the Execution Date (the "**Credit Consideration**", together with the Receivable Consideration, the Marketing Agreement Termination, the EDR Rate Reduction and the EDR

Sale, the "**Consideration**"). The Receivable Consideration shall be subject to adjustment as provided in Section 3.4.

ARTICLE III
CLOSING

3.1 Closing. Subject to the terms and conditions of this Agreement and unless otherwise agreed in writing by the Parties, the closing (the "**Closing**") of the transactions contemplated hereby will take place on the date of this Agreement following delivery by the Parties of the closing deliverables set forth in Sections 3.2 and 3.3 and electronic exchange of signature pages by the Parties. The date of the Closing is referred to herein as the "**Closing Date**" and the Closing is deemed to be effective as of 11:59 p.m., Nashville, Tennessee time, on the Closing Date (the "**Effective Time**").

3.2 Deliveries by Contributor. At the Closing, Contributor shall deliver, or cause to be delivered, to DKL MS the following:

(a) One or more assignment and assumption agreements in the form satisfactory to DKL MS (the "**Contract Assignments**"), duly executed by Contributor, which provides for the assignment and transfer of the Transferred Contracts, to the extent assignable at the Closing.

(b) All Consents required to be obtained by any Contributor and its Affiliates (as listed in Schedule 3.2(b)), in each case, which shall be in full force and effect.

(c) Evidence in form and substance reasonably satisfactory to DKL MS of the release and termination of all Encumbrances on the Transferred Assets, other than Permitted Encumbrances.

(d) A duly executed copy of the Intercompany Agreement, executed by Contributor or its Affiliate, as applicable.

(e) A counterpart to the Termination Agreement, duly executed by Contributor.

(f) A counterpart to the EDR Agreement, duly executed by Contributor.

(g) A counterpart to the EDR Purchase Agreement, duly executed by Lion Oil Company, LLC.

(h) A counterpart to the Termination of Throughput and Deficiency Agreement, duly executed by Contributor.

(i) A counterpart to the Tank 1012 Amendment, duly executed by Contributor.

(j) A counterpart to the BSR Facility Amendment, duly executed by Alon USA, LP.

(k) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

3.3 Deliveries by the Partnership Parties. At the Closing, the Partnership Parties shall deliver, or cause to be delivered, to Contributor the following:

(a) The Consideration as provided in Section 2.5.

(b) A counterpart to the Contract Assignments, duly executed by DKL MS.

(c) A duly executed copy of the Intercompany Agreement, executed by DKL MS or its Affiliate.

(d) Replacement Credit Support.

(e) A counterpart to the Termination Agreement, duly executed by DKL MS.

(f) A counterpart to the EDR Agreement, duly executed by Delek Logistics Operating, LLC.

(g) A counterpart to the EDR Purchase Agreement, duly executed by Delek Logistics Operating, LLC.

(h) A counterpart to the Termination of Throughput and Deficiency Agreement, duly executed by DKL Permian Gathering, LLC.

(i) A counterpart to the Tank 1012 Amendment, duly executed by DKL MS and DKL Permian Gathering, LLC.

(j) A counterpart to the BSR Facility Amendment, duly executed by DKL Big Spring, LLC.

(k) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

3.4 Prorations; Closing Costs.

(a) Contributor shall be responsible for (or entitled to receive, as the case may be) all taxes, rents, prepaid items and other similar items ("**Pro-Rated Items**") attributable to the Transferred Assets (for the avoidance of doubt, excluding insurance premiums) for periods prior to the Effective Time, and DKL MS shall be responsible for (or entitled to receive, as the case may be) all Pro-Rated Items for periods from and after the Effective Time. Pro-Rated Items for periods beginning before and ending after the Effective Time shall be allocated between DKL MS, on the one hand, and Contributor, on the other hand, in accordance with the provisions of this Section 3.4. The portion of each Pro-Rated Item allocated pursuant to this Section 3.4 to the portion of the applicable period ending at or prior to the Effective Time shall (i) in the case of any franchise taxes, sales or use taxes, value-added taxes, employment taxes, withholding taxes, and any tax based on or measured by income or receipts, be determined on a closing of the books basis, and (ii) in the case of any other Pro-Rated Item, be determined on the basis of the proportional number of days in the relevant determination period for all days through but not including the Closing Date. The prorations shall be paid at Closing by DKL MS to Contributor (if the prorations result in a net credit to Contributor) or by Contributor to DKL MS (if the prorations result in a net credit to DKL MS) by increasing or reducing the funds to be delivered by DKL MS in payment of the Receivable Consideration at Closing. If the actual amounts of any items to be prorated are not known as of the Closing Date, then such proration will be made at Closing on the basis of the best evidence then available; as soon as practicable after actual amounts are available, but in no event later than 90 days thereafter, re-prorations will be made on the basis of the actual amounts and a final cash settlement will be made between Contributor, on the one hand, and DKL MS, on the other hand (which obligation will survive the transfer and conveyance of the Transferred Assets).

(b) Each of DKL MS, on the one hand, and Contributor, on the other hand, shall pay and be responsible for 50% of all transfer fees and charges and/or transfer taxes applicable to the transfer of the Transferred Assets pursuant to the transactions contemplated by this Agreement and any sales, use, excise, and any and all other taxes, together with any interest, fines and penalties as a result of the purchase and sale of the Transferred Assets pursuant to the transactions contemplated by this Agreement (which transactions do not, for the avoidance of doubt, include transactions contemplated by Partnership Ancillary Documents or the Contributor Ancillary Documents); *provided, however*, that (i) Contributor shall be responsible for its own income taxes in respect of sale of the Transferred Assets pursuant to the transactions contemplated by this Agreement, (ii) Contributor, on the one hand, and DKL MS, on the other hand, shall each be responsible for their own attorneys' fees and (iii) Contributor shall be solely responsible for any costs, fees or charges required to satisfy and discharge of record any Encumbrance affecting the Transferred Assets that is not a Permitted Encumbrance.

3.5 Allocation of Consideration. Contributor and DKL MS agree that the Consideration and the Assumed Liabilities (plus other relevant items) shall be allocated among the Transferred Assets for all purposes (including tax and financial accounting) as shown on the allocation schedule (the "**Allocation Schedule**"). A draft of the Allocation Schedule shall be prepared by DKL MS and delivered to Contributor within 90 days following the Closing Date. If Contributor notifies DKL MS in writing that Contributor objects to one or more items reflected in the Allocation Schedule, Contributor and DKL MS shall negotiate in good faith to resolve such Dispute; *provided, however*, that if Contributor and DKL MS are unable to resolve any Dispute with respect to the Allocation Schedule within 30 days following DKL MS's delivery of the draft Allocation Schedule, such Dispute shall be resolved by the office of a mutually agreeable, impartial, nationally recognized firm of independent certified public accountants appointed by Contributor and DKL MS. The fees and expenses of such accounting firm shall be borne equally by Contributor and DKL MS. DKL MS and Contributor shall file all tax returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule. Any adjustments to the Consideration pursuant to this Agreement shall be allocated in a manner consistent with the Allocation Schedule.

3.6 Reimbursement. If DKL MS, on the one hand, or Contributor, on the other hand, pays any tax agreed to be borne by the other Party under this Agreement, such other Party shall promptly reimburse the paying Party for the amounts so paid following the receipt of notice thereof and reasonable supporting documentation. If any Party receives any tax refund or credit applicable to a tax paid by another Party hereunder, the receiving Party shall promptly pay such amounts to the Party entitled thereto. Any amount payable pursuant to this Section 3.6 shall be made by wire transfer of immediately available funds to the account specified by DKL MS or a Contributor, as applicable.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

Contributor hereby represents and warrants to the Partnership Parties as follows:

4.1 Organization. Contributor is a limited liability company duly formed and validly existing, under the Applicable Laws of the State of Delaware. Contributor is duly authorized to conduct business and is in good standing under the Applicable Laws of each jurisdiction where such qualification is required, except where the lack of such qualification would not have a Material Adverse Effect. Contributor has the requisite limited liability company power, as applicable, and authority necessary to carry on their business and to own and use the Transferred Assets owned or operated by them.

4.2 Authorization. Contributor has the limited liability company power and authority to execute, deliver, and perform this Agreement and the Contributor Ancillary Documents to which Contributor is a party, to consummate the transactions contemplated hereby and thereby and to perform all the terms and conditions hereof and thereof to be performed by Contributor. The execution, delivery, and performance by Contributor of this Agreement and the Contributor Ancillary Documents to which Contributor is a party, and the consummation by Contributor of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited liability company action of Contributor. This Agreement has been duly executed and delivered by Contributor and constitutes, and each Contributor Ancillary Document executed by Contributor has been duly executed and delivered by Contributor and constitutes, a valid and legally binding obligation of Contributor, enforceable against Contributor in accordance with their terms, except to the extent that such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditors' rights and remedies generally and (b) equitable principles which may limit the availability of certain equitable remedies (such as specific performance) in certain instances.

4.3 No Conflicts or Violations; No Consents or Approvals Required. The execution, delivery and performance by Contributor of this Agreement and the Contributor Ancillary Documents to which Contributor is a party does not, and the consummation of the transactions contemplated hereby and thereby will not, (a) violate, conflict with, or result in any breach of any provisions of Contributor's Organizational Documents, (b) violate any Order or in any material respect any Applicable Law to which Contributor is subject or to which any Transferred Asset is subject, (c) except as listed in Schedule 4.3, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or trigger any rights to payment or other compensation under any Contract to which Contributor is a party or by which Contributor is bound that relates to the Transferred Assets, or that could prevent or materially delay the consummation of the transactions contemplated by this Agreement and the Transaction Documents, or (d) result in the creation of any Encumbrances (other than Permitted Encumbrances) on any Transferred Asset. Other than as set forth in Schedule 3.2(b), no Consents are required in connection with the execution, delivery and performance by Contributor of this Agreement and the Contributor Ancillary Documents, or the consummation of the transactions contemplated hereby or thereby.

4.4 Absence of Litigation. Except as set forth on Schedule 4.4, there is no Action pending or, to the knowledge of Contributor, threatened against Contributor or any of its Affiliates (a) relating to or arising out of the transactions contemplated by this Agreement, the Transaction Documents or the Transferred Assets or (b) which, if adversely determined, would reasonably be expected to materially impair the ability of Contributor to perform its obligations and agreements under this Agreement or the Contributor Ancillary Documents, and to consummate the transactions contemplated hereby and thereby. To the knowledge of Contributor, no event has occurred or circumstances exist that may give rise to or serve as a basis for any such Action.

4.5 Bankruptcy. There are no bankruptcy, reorganization or rearrangement proceedings under any bankruptcy, insolvency, reorganization, moratorium or other similar laws with respect to creditors pending against, or, to the knowledge of Contributor, threatened against Contributor.

4.6 Brokers and Finders. No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of Contributor or its Affiliates who is entitled to receive from DKL MS any fee or commission in connection with the transactions contemplated by this Agreement.

4.7 Title to Transferred Assets. Contributor has good and valid title to the Transferred Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

4.8 Compliance with Applicable Law. Except where the failure to be in compliance would not have a Material Adverse Effect, with respect to the Transferred Assets, Contributor is and has been in compliance with all, and, to the knowledge of Contributor, is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of any, Applicable Laws (including Environmental Laws). No event has occurred, and no circumstances exist, that (with or without the passage of time or the giving of notice) would result in a violation of, conflict with, or failure on the part of any Contributor to own, manage and administer the Transferred Assets in material compliance with Applicable Law. Contributor has not released Hazardous Materials in, on or under the Transferred Assets in a manner that would reasonably to anticipated to have a Material Adverse Effect.

4.9 Transferred Contracts. Each Transferred Contract is valid and binding on Contributor as a party thereto in accordance with its terms and is in full force and effect. None of Contributor or, to Contributor's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any written notice of any intention to terminate, any Transferred Contract. To Contributor's knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute a material event of default under any Transferred Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Transferred Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to DKL MS.

4.10 Taxes. With respect to any federal, state or local taxes (and interest or penalties with respect to taxes) applicable to the Transferred Assets (or the owner or operator thereof, to the extent attributable to the Transferred Assets), all returns, notices or receipts required to be filed with any Governmental Authority have been timely filed and are true, correct and complete in all material respects.

(a) Contributor has timely paid all material such taxes, interest or penalties that have become due.

(b) No Governmental Authority has raised any action, suit, proceeding, investigation, audit, dispute or claim concerning any material such taxes, interest or penalties, and there are no outstanding agreements or waivers extending the applicable statutory periods of limitation concerning the same.

(c) None of the Transferred Assets are treated as co-owned or part of a joint venture within the meaning of Code Section 761.

4.11 Conflicts Committee Matters. The projections and budgets provided by the management of Contributor to the Conflicts Committee (including those provided to the Financial Advisor) as part of its review in connection with this Agreement and the transactions contemplated hereby were prepared and delivered in good faith and have a reasonable basis and are consistent with the current expectations of Contributor's management regarding the Transferred Assets.

4.12 WAIVERS AND DISCLAIMERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES AND OTHER COVENANTS AND AGREEMENTS MADE BY CONTRIBUTOR IN THIS AGREEMENT AND THE

ANCILLARY DOCUMENTS AND EXCEPT FOR FRAUD, THE PARTNERSHIP PARTIES ACKNOWLEDGE AND AGREE THAT CONTRIBUTOR HAS NOT MADE AND CONTRIBUTOR SPECIFICALLY NEGATES AND DISCLAIMS AND THE PARTNERSHIP PARTIES HAVE NOT RELIED UPON, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT, REGARDING (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE TRANSFERRED ASSETS, (II) THE INCOME TO BE DERIVED FROM THE TRANSFERRED ASSETS, (III) THE SUITABILITY OF THE TRANSFERRED ASSETS FOR ANY AND ALL ACTIVITIES AND USES THAT MAY BE CONDUCTED THEREWITH, (IV) THE COMPLIANCE OF OR BY, OR THE LIABILITIES WITH RESPECT TO, THE TRANSFERRED ASSETS WITH OR ARISING UNDER ANY APPLICABLE LAWS (INCLUDING ENVIRONMENTAL LAWS), OR (V) THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE TRANSFERRED ASSETS. EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS, CONTRIBUTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE TRANSFERRED ASSETS FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS AND EXCEPT FOR FRAUD, EACH OF THE PARTIES ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TRANSFER AND CONVEYANCE OF THE TRANSFERRED ASSETS SHALL BE MADE IN AN "AS IS," "WHERE IS" CONDITION WITH ALL FAULTS, AND THE TRANSFERRED ASSETS ARE TRANSFERRED AND CONVEYED SUBJECT TO ALL OF THE MATTERS CONTAINED IN THIS SECTION 4.12. THIS SECTION 4.12 SHALL SURVIVE THE TRANSFER AND CONVEYANCE OF THE TRANSFERRED ASSETS OR THE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 4.12 HAVE BEEN NEGOTIATED BY THE PARTIES AFTER DUE CONSIDERATION AND, EXCEPT FOR FRAUD, ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, BY CONTRIBUTOR WITH RESPECT TO THE TRANSFERRED ASSETS THAT MAY ARISE PURSUANT TO APPLICABLE LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT AS SET FORTH IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP PARTIES

The Partnership Parties hereby, jointly and severally, represent and warrant to Contributor as follows:

5.1 Organization. Each Partnership Party is a limited partnership validly existing and in good standing under the Applicable Laws of the State of Delaware, and are in good standing under the Applicable Laws of each jurisdiction where such qualification is required, except where the lack of such qualification would not have a Material Adverse Effect. Each Partnership Party has the requisite limited partnership power and authority necessary to carry out their business and DLK MS has such power and authority as necessary to own and use the Transferred Assets.

5.2 Authorization. Each Partnership Party has the limited partnership power and authority to execute, deliver, and perform this Agreement and the Partnership Ancillary Documents to which such Partnership Party is a party, to consummate the transactions

contemplated hereby and thereby and to perform all the terms and conditions hereof and thereof to be performed by such Partnership Party. The execution, delivery, and performance by each of the Partnership Parties of this Agreement and the Partnership Ancillary Documents to which such Partnership Party is a party, and the consummation by each Partnership Party of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited partnership action of such Partnership Party. This Agreement has been duly executed and delivered by each of the Partnership Parties and constitutes, and each Partnership Ancillary Document executed by a Partnership Party has been duly executed and delivered by such Partnership Party and constitutes, a valid and legally binding obligation of such Partnership Party, enforceable against such Partnership Party in accordance with their terms, except to the extent that such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditors' rights and remedies generally and (b) equitable principles which may limit the availability of certain equitable remedies (such as specific performance) in certain instances.

5.3 No Conflicts or Violations; No Consents or Approvals Required. The execution, delivery and performance by each of the Partnership Parties of this Agreement and any Partnership Ancillary Documents to which such Partnership Party is a party does not, and the consummation of the transactions contemplated hereby and thereby will not, (a) violate, conflict with, or result in any breach of any provisions of such Partnership Party's Organizational Documents, (b) violate any Order or in any material respect any Applicable Law to which such Partnership Party is subject or (c) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or trigger any rights to payment or other compensation under any Contract to which such Partnership Party is a party or by which such Partnership Party is bound that relates to the Transferred Assets, or that could prevent or materially delay the consummation of the transactions contemplated by this Agreement and the Transaction Documents. No Consents are required in connection with the execution, delivery and performance by the Partnership Parties of this Agreement and the Partnership Ancillary Documents, or the consummation of the transactions contemplated hereby or thereby.

5.4 Absence of Litigation. There is no Action pending or, to the knowledge of the Partnership Parties, threatened against a Partnership Party or any of their respective Affiliates (a) relating to or arising out of the transactions contemplated by this Agreement or the Transaction Documents or (b) which, if adversely determined, would reasonably be expected to materially impair the ability of any Partnership Party to perform its obligations and agreements under this Agreement or the Partnership Ancillary Documents, and to consummate the transactions contemplated hereby and thereby.

5.5 Brokers and Finders. No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of a Partnership Party or their Affiliates who is entitled to receive from Contributor any fee or commission in connection with the transactions contemplated by this Agreement.

5.6 Delivery of Fairness Opinion. The Conflicts Committee has received the Fairness Opinion of the Financial Advisor to the effect that, as of the date of such Fairness Opinion, and based upon and subject to the assumptions, qualifications, limitations and other matters set forth therein, the Consideration to be paid by the Partnership upon the consummation of the transactions contemplated by this Agreement and the Ancillary Documents is fair, from a financial point of view, to the Partnership.

ARTICLE VI
COVENANTS

6.1 Further Assurances. Each Party shall take such further actions, including obtaining Consents to assignment from third parties, and execute such further documents as may be necessary or reasonably requested by the other Party in order to effectuate the intent of this Agreement and the Ancillary Documents and to provide such other Party with the intended benefits of this Agreement and the Ancillary Documents. Following the Closing, DKL MS, on the one hand, and Contributor, on the other hand, agree to remit to the other Party or its Affiliates, as applicable, with reasonable promptness, any payments, rebates, bills or other correspondence received on or in respect of, or otherwise relevant to the other Party or its Affiliates including, with respect to DKL MS, the Transferred Assets or, with respect to Contributor, the Excluded Assets.

6.2 Tax Matters. The Parties shall cooperate fully with each other and shall make available to the other, as reasonably requested and at the expense of the requesting Party, and to any Governmental Authority responsible for the administration of any tax, all information, records or documents relating to tax liabilities or potential tax liabilities of Contributor or related to the Transferred Assets for all periods at or prior to the Effective Time and any information which may be relevant to determining the amount payable under this Agreement, and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof.

6.3 Cooperation for Litigation and Other Actions. Each Party shall cooperate reasonably with the other Party, at the requesting Party's expense (but including only out-of-pocket expenses to unaffiliated third parties, photocopying and delivery costs and not the costs incurred by any Party for the wages or other benefits paid to its officers, directors or employees), in furnishing reasonably available information, testimony and other assistance in connection with any proceedings, tax audits or other disputes involving any of the Parties (other than in connection with Disputes between the Parties).

6.4 Retention of and Access to Books and Records.

(a) As promptly as practicable and in any event before 30 days after the Closing Date, Contributor will deliver or cause to be delivered to DKL MS, the Books and Records that are in the possession or control of Contributor or its Affiliates.

(b) For the period commencing on the Closing Date and expiring on the two (2) year anniversary of the Closing Date (the "**Records Period**"), DKL MS agrees to afford Contributor and its Affiliates and their respective accountants, counsel and other designated individuals, during normal business hours, upon reasonable request, at a mutually agreeable time, full access to and the right to make copies of the Books and Records (to the extent relating to the ownership, management or administration of the Transferred Assets prior to the Effective Time); *provided* that such access will not be construed to require the disclosure of such Books and Records that would cause the waiver of any attorney-client, work product or like privilege; *provided, further*, that in the event of any litigation, nothing herein shall limit any Party's rights of discovery under Applicable Law. Without limiting the generality of the preceding sentence, DKL MS agrees to provide Contributor and its Affiliates reasonable access to and the right to make copies of the Books and Records (to the extent relating to the ownership, management or administration of the Transferred Assets prior to the Effective Time) during the Records Period for the purposes of assisting Contributor and its Affiliates (i) in complying with Contributor's obligations under this Agreement, (ii) in preparing and delivering any accounting statements provided for under this Agreement and adjusting, prorating and settling the charges and credits provided for in this Agreement, (iii) in owning or operating the Excluded Assets, (iv) in

preparing tax returns, (v) in responding to or disputing any tax audit, (vi) in asserting, defending or otherwise dealing with any Action or Dispute, known or unknown, under this Agreement or with respect to Excluded Assets or (vii) in asserting, defending or otherwise dealing with any Third-party Action by or against Contributor or its Affiliates relating to the Transferred Assets.

6.5 Delayed Assets.

(a) Notwithstanding anything herein to the contrary, any Transferred Asset, the assignment, transfer, conveyance or delivery of which to DKL MS without a Consent would constitute a breach or other contravention of Applicable Law or the terms of such Transferred Asset (a "**Delayed Asset**"), shall not be assigned, transferred, conveyed or delivered to DKL MS until such time as such Consent or required information is obtained, at which time such Delayed Asset shall be automatically assigned, transferred, conveyed or delivered without further action on the part of DKL MS or Contributor unless expressly provided otherwise herein.

(b) Until such time as such Consent or required information is obtained, (i) each Party (and its applicable subsidiaries and Affiliates) shall use its commercially reasonable efforts to obtain the relevant Consent or required information; *provided*, that no Party shall be required to pay any monies or give any other consideration in order to obtain any such Consents or required information, (ii) Contributor shall endeavor to provide DKL MS with the benefits under each Delayed Asset as if such Delayed Asset had been assigned to DKL MS (including by means of any subcontracting, sublicensing or subleasing arrangement), to the extent such is permitted under the applicable Delayed Assets, (iii) Contributor shall promptly pay over to DKL MS or its subsidiaries payments received by Contributor after the Closing in respect of all Delayed Assets, and (iv) DKL MS shall be responsible for the Liabilities of Contributor with respect to such Delayed Asset to the extent arising from and after the Effective Time. Notwithstanding any other provision in this Agreement to the contrary, following the assignment, transfer, conveyance and delivery of any Delayed Asset, the applicable Delayed Asset shall be treated for all purposes of this Agreement as a Transferred Asset.

(c) DKL MS hereby agrees that the failure to obtain any such Consent or required information referred to in this Section 6.5 or the failure of any such Delayed Asset to constitute a Transferred Asset or any circumstances resulting therefrom shall not constitute a breach by Contributor of any representation, warranty, covenant or agreement under this Agreement; *provided*, *however*, that any breach by Contributor of its covenants in this Section 6.5 may constitute a breach under this Agreement. Nothing in this Section 6.5 shall be deemed to constitute an agreement to exclude from the Transferred Assets any such Delayed Asset.

6.6 Bulk Sales Laws. The Parties waive compliance with the provisions of any bulk sales, bulk transfer or similar Applicable Laws of any jurisdiction that may otherwise be applicable with respect to the contribution of any or all of the Transferred Assets to DKL MS; it being understood that any Liabilities arising out of the failure of Contributor to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Applicable Laws of any jurisdiction which would not otherwise constitute Assumed Liabilities shall be treated as Excluded Liabilities. For the avoidance of doubt, notwithstanding any bulk sales, bulk transfer, or similar Applicable Laws, Contributor shall be solely responsible for any taxes arising out of the ownership of the Transferred Assets prior to the Effective Time as provided in Section 3.4(a).

6.7 Embark. Following Closing until the day that is ninety (90) days after Closing (such period, the "**Transition Period**"), Contributor will provide the Partnership Parties with the services (the "**Embark Services**") that Embark Consulting LLC ("**Embark**") provides to Contributor pursuant to the Master Service Agreement in effect between Contributor and Embark. The Partnership Parties shall reimburse Contributor the costs of any set-up fees, monthly fees or other charges incurred in connection with the Embark Services during the

Transition Period within thirty (30) days of written notification from Contributor of the incurrence of such fees and charges. Prior to the end of the Transition Period, the Partnership Parties shall be required to enter into its own Master Services Agreement with Embark and Contributor shall have no liability with respect to its Master Services Agreement with Embark.

6.8 Inventory. Within twenty (20) Business Days of Closing the Parties shall calculate and mutually agree on the volume of Inventory. The Partnership Parties shall owe Contributor an amount equal to the product of (a) the volume of Inventory as measured in barrels *multiplied by* (b) the Base Price (the "**Inventory Payment**"). The Inventory Payment shall be applied as a credit against other amounts owed by Contributor to the Partnership Parties within thirty (30) Business Days of Closing. The "**Base Price**" shall be determined by taking the sum of the calculation set forth below as follows:

(a) determine the arithmetic average of the daily settlement price for the "Light Sweet Crude Oil" prompt month contract reported by the New York Mercantile Exchange ("**NYMEX**") from the first day of the delivery month through the last day of the delivery month, excluding weekends and U.S. holidays; *plus*

(b) determine the average differential for "Differential to CMA NYMEX" for the month of delivery in ARGUS (Petroleum) "America's Crude Oil Assessments" based on pricing assessed for the days the U.S. crude oil market is open (weekends and U.S. holidays excluded) during the period beginning with the 26th day of the month that is two (2) months prior to the month of delivery through and including the 25th day of the month that is immediately prior to the month of delivery, provided, however, that if the first day of the period falls on a day on which the U.S. crude oil market is closed, the period shall begin on the first trading day thereafter, and if the last day of the period falls on a day on which the U.S. crude oil market is closed, the period shall end on the last trading day prior thereto; *plus*

(c) determine the weighted average differential for WTI/Midland for the month of delivery in ARGUS (Petroleum) "America's Crude Oil Assessments" based on pricing assessed for the days the U.S. crude oil market is open (weekends and U.S. holidays excluded) during the period beginning with the 26th day of the month that is two (2) months prior to the month of delivery through and including the 25th day of the month that is immediately prior to the month of delivery, provided, however, that if the first day of the period falls on a day on which the U.S. crude oil market is closed, the period shall begin on the first trading day thereafter, and if the last day of the period falls on a day on which the U.S. crude oil market is closed, the period shall end on the last trading day prior thereto.

The sum of the numbers determined pursuant to Section 6.8(a), (b) and (c). shall be the "Base Price" per barrel of Inventory.

6.9 Meters. Within six (6) months of Closing, DKL MS shall, at its own cost and expense, update the DPG Meters required to allow for continuing operations under the Intercompany Agreement; *provided* that DKL MS shall not be required to expend any amounts in excess of $100,000 with respect to all such updates to the DPG Meters.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification of DKL MS and Contributor. From and after the Closing and subject to the provisions of this Article VII, (a) Contributor agrees to pay to, reimburse, indemnify and hold harmless the Partnership Indemnified Parties from and against any and all Partnership Indemnified Costs and (b) DKL MS agrees to pay to, reimburse, indemnify and hold harmless the Contributor Indemnified Parties from and against any and all Contributor

Indemnified Costs; *provided*, that for purposes of this Section 7.1, any breach of Contributor's or DKL MS's representations and warranties or failure to comply with any covenant or agreement and the amount of any Partnership Indemnified Costs or Contributor Indemnified Costs, as applicable, arising from a breach thereof shall be determined without giving effect to any qualification as to materiality or Material Adverse Effect. For the avoidance of doubt, the foregoing indemnification is intended to be in addition to and not in limitation of any indemnification to which the Parties may be entitled under the Ancillary Documents.

7.2 Defense of Third-Party Claims. An Indemnified Party shall give prompt written notice to Contributor or DKL MS, as applicable (the "**Indemnifying Party**"), of the commencement or assertion of any Action by a third party (collectively, a "**Third-party Action**") in respect of which such Indemnified Party seeks indemnification hereunder. Any failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any Liability that such Indemnifying Party may have to such Indemnified Party under this Article VII unless and only to the extent that the failure to give such notice materially and adversely prejudices the Indemnifying Party. The Indemnifying Party shall have the right to assume control of the defense of, settle, or otherwise dispose of such Third-party Action on such terms as it deems appropriate; *provided, however*, that:

(a) the Indemnified Party shall be entitled, at its own expense, to participate in the defense of such Third-party Action (*provided, however*, that the Indemnifying Party shall pay the reasonable attorneys' fees of the Indemnified Party if (i) the employment of separate counsel shall have been authorized in writing by the Indemnifying Party in connection with the defense of such Third-party Action, (ii) the Indemnifying Party shall not have employed counsel reasonably satisfactory to the Indemnified Party to have charge of such Third-party Action, (iii) the Indemnified Party shall have reasonably concluded, upon the advice of counsel, that there may be defenses available to such Indemnified Party that are different from or additional to those available to the Indemnifying Party, or (iv) the Indemnified Party's counsel shall have advised the Indemnified Party in writing, with a copy delivered to the Indemnifying Party, that there is a material conflict of interest that could violate applicable standards of professional conduct to have common counsel);

(b) the Indemnifying Party shall obtain the prior written approval of the Indemnified Party before entering into or making any settlement, compromise, admission, or acknowledgment of the validity of such Third-party Action or any Liability in respect thereof if, pursuant to or as a result of such settlement, compromise, admission, or acknowledgment, injunctive or other equitable relief would be imposed against the Indemnified Party;

(c) the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a release from all Liability in respect of such Third-party Action; and

(d) the Indemnifying Party shall not be entitled to control (but shall be entitled to participate at its own expense in the defense of), and the Indemnified Party shall be entitled to have sole control over, the defense or settlement, compromise, admission, or acknowledgment of any Third-party Action (i) as to which the Indemnifying Party fails to assume the defense within a reasonable length of time or (ii) to the extent the Third-party Action seeks an Order or other equitable relief against the Indemnified Party which, if successful, would materially adversely affect the business, operations, assets, or financial condition of the Indemnified Party; *provided, however*, that the Indemnified Party shall make no settlement, compromise, admission, or acknowledgment that would give rise to Liability on the part of any Indemnifying Party without the prior written consent of such Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) The Parties shall extend reasonable cooperation in connection with the defense of any Third-party Action pursuant to this Article VII and, in connection therewith, shall furnish such records, information, and testimony and attend such conferences, discovery proceedings, hearings, trials, and appeals as may be reasonably requested.

7.3 Direct Claims. In any case in which an Indemnified Party seeks indemnification hereunder which is not subject to Section 7.2 because no Third-party Action is involved (a "**Direct Claim**"), the Indemnified Party shall notify the Indemnifying Party in writing of any Indemnified Costs which such Indemnified Party claims are subject to indemnification under the terms hereof. Subject to the limitations set forth in Section 7.4(a), the failure of the Indemnified Party to exercise promptness in such notification shall not amount to a waiver of such claim unless and only to the extent that the resulting delay materially and adversely prejudices the position of the Indemnifying Party with respect to such claim. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Indemnified Costs that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnified Party's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

7.4 Limitations. The following provisions of this Section 7.4 shall limit the indemnification obligations hereunder:

(a) The Indemnifying Party shall not be liable for any Indemnified Costs pursuant to this Article VII unless a written claim for indemnification in accordance with Section 7.2 or Section 7.3 is given by the Indemnified Party to the Indemnifying Party with respect thereto on or before 5:00 p.m., Nashville, Tennessee time, on or prior to the first anniversary of the Closing Date; *provided, however*, that written claims for indemnification (i) for Indemnified Costs arising out of (x) (A) a breach of any Fundamental Representations or (B) an Excluded Asset, an Excluded Liability, an Assumed Liability or any Pro-Rated Item may be made at any time and (y) a breach of the representations and warranties in Section 4.10 may be made at any time prior to the expiration of its survival pursuant to Section 9.12 and (ii) for Indemnified Costs arising out of a breach of any covenant may be made at any time prior to the performance of such covenant according to its terms.

(b) An Indemnifying Party shall not be obligated to pay for any Indemnified Costs under this Article VII until the amount of all such Indemnified Costs exceeds, in the aggregate, $400,000, in which event Indemnifying Party shall pay or be liable for all such Indemnified Costs from the first dollar. The aggregate liability of an Indemnifying Party under this Article VII shall not exceed $8,000,000. The limitations in the previous two sentences shall not apply to Indemnified Costs to the extent such costs arise out of (i) a breach of any Fundamental Representations, (ii) an Assumed Liability, (iii) an Excluded Liability or any Pro-Rated Item or (iv) breach of any covenant or other agreement of the Indemnifying Party under this Agreement.

(c) Each Party acknowledges and agrees that, after the Closing Date, notwithstanding any other provision of this Agreement to the contrary, DKL MS's and the other Partnership Indemnified Parties' and Contributor's and the other Contributor Indemnified Parties' sole and exclusive remedy with respect to the Indemnified Costs shall be in accordance with, and limited by, the provisions set forth in this Article VII. The Parties further acknowledge and agree that the foregoing is not the remedy for and does not limit the Parties' remedies for matters covered by the indemnification provisions contained in the Ancillary Documents. Any indemnification obligation of Contributor to the Partnership Indemnified Parties on the one hand, or DKL MS to the Contributor Indemnified Parties on the other hand, pursuant to this Article VII shall be reduced by an amount equal to any indemnification recovery by such Indemnified Parties pursuant to the other Ancillary Documents between the Parties to the extent that such other indemnification recovery arises out of the same event or circumstance giving rise to the indemnification obligation of Contributor or DKL MS, respectively, hereunder.

7.5 Payments. Once an Indemnified Cost is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article VII, the Indemnifying Party shall satisfy its obligations within 10 Business Days of such agreement or final adjudication by wire transfer of immediately available funds. The Parties agree that should an Indemnifying Party not make full payment of any such obligations within such 10 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final adjudication to and including the date such payment has been made at a rate per annum equal to the Prime Rate plus 2%. Such interest shall be calculated daily on the basis of a 365-day year and the actual number of days elapsed.

7.6 Tax Related Adjustments. Contributor and DKL MS agree that any payment of Indemnified Costs and any payments pursuant to Section 3.4 made hereunder will be treated by the Parties to the extent allowed by Applicable Law, on their tax returns as an adjustment to the Consideration.

7.7 Effect of Investigation. The representations, warranties, and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party knew or should have known that any such representation or warranty is, was or might be inaccurate.

ARTICLE VIII
LIMITED GUARANTY

8.1 Limited Guaranty by Delek US. From the Closing until the fourth anniversary of the Closing, Delek US hereby unconditionally and irrevocably guarantees to the Partnership Parties the due and punctual payment of all payment obligations of Contributor insofar as such payment obligations consist of indemnification payments required to be made by Contributor under Article VII. In the case of the failure of Contributor to make any such payment as and when due, Delek US hereby agrees to make such payment or cause such payment to be made, promptly upon written demand by any Partnership Party to Delek US, but any delay in providing such notice shall not under any circumstances reduce the liability of Delek US or operate as a waiver of the Partnership Parties' right to demand payment, to the extent such demand in made prior to the fourth anniversary of the Closing.

ARTICLE IX
MISCELLANEOUS

9.1 Expenses. Except as provided in Section 3.4 of this Agreement, or as provided in the Ancillary Documents, all costs and expenses incurred by the Parties in connection with the consummation of the transactions contemplated hereby and the Ancillary Documents shall be borne solely and entirely by the Party which has incurred such expense. For the avoidance of doubt, DKL MS shall be responsible for all costs and expenses (including attorneys' fees and expenses) incurred by the Conflicts Committee in connection with this Agreement and the transactions contemplated herein. Except as this Agreement otherwise provides, Contributor shall be responsible for 100% of the payment of the aggregate costs associated with obtaining the Consents necessary to effect the transfer of the Transferred Assets to DKL MS as contemplated herein.

9.2 Notices. All notices, requests, demands, and other communications hereunder will be in writing and will be deemed to have been duly given upon confirmation of actual delivery thereof: (a) by transmission by facsimile or hand delivery; (b) mailed via the official governmental mail system, sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) mailed by an internationally recognized overnight express mail service such as FedEx, UPS, or DHL Worldwide; or (d) by e-mail of a PDF document. All notices will be addressed to the Parties at the respective addresses as follows:

if to Contributor:

c/o Delek US Holdings, Inc.
7102 Commerce Way
Brentwood, TN 37027
Attn: Chief Executive Officer
Telecopy No: (615) 435-1271
Email: legalnotices@delekus.com

with a copy, which shall not constitute notice, to:

c/o Delek US Holdings, Inc.
7102 Commerce Way
Brentwood, TN 37027
Attn: General Counsel
Telecopy No: (615) 435-1271
Email: legalnotices@delekus.com

if to the Partnership Parties:

c/o Delek Logistics GP, LLC
7102 Commerce Way
Brentwood, TN 37027
Attn: Chief Executive Officer
Telecopy No: (615) 435-1271
Email: legalnotices@delekus.com

with a copy, which shall not constitute notice, to:

c/o Delek Logistics GP, LLC
7102 Commerce Way
Brentwood, TN 37027
Attn: General Counsel
Telecopy No: (615) 435-1271
Email: legalnotices@delekus.com

or to such other address or to such other Person as either Party will have last designated by notice to the other Party.

9.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be valid and effective under Applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision hereof in accordance with this Section 9.3, and the Parties will negotiate in good faith with a view to substitute for such provision a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

9.4 Governing Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state.

9.5 Arbitration Provision. Any and all Disputes shall be resolved through the use of binding arbitration using three arbitrators, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code). If there is any inconsistency between this Section 9.5 and the Commercial Arbitration Rules or the Federal Arbitration Act, the terms of this Section 9.5 will control the rights and obligations of the Parties. Arbitration must be initiated within the time limits set forth in this Agreement, or if no such limits apply, then within a reasonable time or the time period allowed by the applicable statute of limitations. Arbitration may be initiated by a Party ("**Claimant**") serving written notice on the other Party ("**Respondent**") that the Claimant elects to refer the Dispute to binding arbitration. Claimant's notice initiating binding arbitration must identify the arbitrator Claimant has appointed. The Respondent shall respond to Claimant within 30 days after receipt of Claimant's notice, identifying the arbitrator Respondent has appointed. If the Respondent fails for any reason to name an arbitrator within the 30-day period, Claimant shall petition the American Arbitration Association for appointment of an arbitrator for Respondent's account. The two arbitrators so chosen shall select a third arbitrator within 30 days after the second arbitrator has been appointed. The Claimant will pay the compensation and expenses of the arbitrator named by or for it, and the Respondent will pay the compensation and expenses of the arbitrator named by or for it. The costs of petitioning for the appointment of an arbitrator, if any, shall be paid by Respondent. The Claimant and Respondent will each pay one-half of the compensation and expenses of the third arbitrator. All arbitrators must (a) be neutral parties who have never been officers, directors or employees of Contributor, DKL MS or any of their respective Affiliates and (b) have not less than seven years' experience of in the energy industry. The hearing will be conducted in Houston, Texas and commence within 30 days after the

selection of the third arbitrator. Contributor, DKL MS and the arbitrators shall proceed diligently and in good faith in order that the award may be made as promptly as possible. Except as provided in the Federal Arbitration Act, the decision of the arbitrators will be binding on and non-appealable by the Parties. The arbitrators shall have no right to grant or award Special Damages in favor of Contributor, on the one hand (except to the extent such Special Damages (i) are awarded to a third-party or (ii) are the result of the gross negligence or willful misconduct of DKL MS), or DKL MS, on the other hand (except to the extent such Special Damages (x) are awarded to a third-party, or (y) are the result of the fraud, gross negligence or willful misconduct of Contributor).

9.6 Confidentiality.

(a) *Obligations*. Each Party shall use commercially reasonable efforts to retain the other Party's Confidential Information in confidence and not disclose the same to any third party nor use the same, except as authorized by the disclosing Party in writing or as expressly permitted in this Section 9.6. Each Party further agrees to take the same care with the other Party's Confidential Information as it does with its own, but in no event less than a reasonable degree of care.

(b) *Required Disclosure*. Notwithstanding Section 9.6(a) above, if the receiving Party becomes legally compelled to disclose the Confidential Information by a Governmental Authority or Applicable Law, including the rules and regulations of the Securities and Exchange Commission, or is required to disclose pursuant to the rules and regulations of any national securities exchange upon which the receiving Party or its parent entity is listed, any of the disclosing Party's Confidential Information, the receiving Party shall promptly advise the disclosing Party of such requirement to disclose Confidential Information as soon as the receiving Party becomes aware that such a requirement to disclose might become effective, in order that, where possible, the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. The receiving Party shall disclose only that portion of the disclosing Party's Confidential Information that it is required to disclose and shall cooperate with the disclosing Party in allowing the disclosing Party to obtain such protective order or other relief.

(c) *Return of Information*. Upon written request by the disclosing Party, all of the disclosing Party's Confidential Information in whatever form shall be returned to the disclosing Party upon termination of this Agreement or destroyed with destruction certified by the receiving Party, without the receiving Party retaining copies thereof except that one copy of all such Confidential Information may be retained by a Party's legal department solely to the extent that such Party is required to keep a copy of such Confidential Information pursuant to Applicable Law, and the receiving Party shall be entitled to retain any Confidential Information in the electronic form or stored on automatic computer back-up archiving systems during the period such backup or archived materials are retained under such Party's customary procedures and policies; *provided, however*, that any Confidential Information retained by the receiving Party shall be maintained subject to confidentiality pursuant to the terms of this Section 9.6, and such archived or back-up Confidential Information shall not be accessed except as required by Applicable Law.

(d) *Receiving Party Personnel*. The receiving Party will limit access to the Confidential Information of the disclosing Party to those of its employees, attorneys and contractors that have a need to know such information in order for the receiving Party to exercise or perform its rights and obligations under this Agreement (the "**Receiving Party Personnel**"). The Receiving Party Personnel who have access to any Confidential Information of the disclosing Party will be made aware of the confidentiality provision of this Agreement and will be required to abide by the terms thereof; provided, however, that the receiving party will remain

liable for any unauthorized disclosure of Confidential Information by Receiving Party Personnel. Any third party contractors that are given access to Confidential Information of a disclosing Party pursuant to the terms hereof shall be required to sign a written agreement pursuant to which such Receiving Party Personnel agree to be bound by the provisions of this Agreement, which written agreement will expressly state that it is enforceable against such Receiving Party Personnel by the disclosing Party.

(e) *Survival*. The obligation of confidentiality under this Section 9.6 shall survive the termination of this Agreement for a period of two years.

9.7 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person (other than the Indemnified Parties with respect to Article VII) any rights or remedies of any nature whatsoever under or by reason of this Agreement.

9.8 Assignment of Agreement. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by any Party without the prior written consent of the other Party hereto.

9.9 Counterparts. This Agreement may be executed in any number of counterparts each of which, when so executed and delivered (including by facsimile or portable document format (pdf)), will be deemed original but all of which together will constitute one and the same instrument.

9.10 Integration. This Agreement, the schedules hereto and the Ancillary Documents supersede any previous understandings or agreements among the Parties, whether oral or written, with respect to their subject matters. All schedules referred to herein are intended to be and hereby are specifically made part of this Agreement. This Agreement, the schedules hereto and the Ancillary Documents contain the entire understanding of the Parties with respect to the subject matter hereof and thereof. No understanding, representation, promise or agreement, whether oral or written, is intended to be or shall be included in or form part of this Agreement or the Ancillary Documents unless it is contained in a written amendment hereto or thereto and executed by the Parties hereto or thereto after the date of this Agreement or the Ancillary Documents.

9.11 Amendment; Waiver. This Agreement may be terminated, amended or modified only by a written instrument executed by the Parties and approved by the Conflicts Committee. Any of the terms and conditions of this Agreement may be waived in writing at any time by the Party entitled to the benefits thereof. No waiver of any of the terms and conditions of this Agreement, or any breach thereof, will be effective unless in writing signed by a duly authorized individual on behalf of the Party against which the waiver is sought to be enforced. No waiver of any term or condition or of any breach of this Agreement will be deemed or will constitute a waiver of any other term or condition or of any later breach (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

9.12 Survival of Representations and Warranties and Covenants. (a) The Fundamental Representations shall survive the Closing indefinitely, (b) the representations and warranties in Section 4.10 shall survive the Closing until the date that is 60 days after the applicable statute of limitations with respect thereto (taking into account any extension or waiver thereof), (c) all other representations and warranties in this Agreement shall survive the Closing until 5:00 p.m., Nashville, Tennessee time, on the first anniversary of the Closing Date, and (d) the covenants set forth in this Agreement shall survive until fully performed in accordance with their terms; *provided, however*, that any representation and warranty that is the subject of a claim for

indemnification hereunder which claim was timely made pursuant to Section 7.4(a) shall survive with respect to such claim until such claim is finally paid or adjudicated.

ARTICLE X
INTERPRETATION

10.1 Interpretation. It is expressly agreed that this Agreement shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement. Each Party agrees that this Agreement has been purposefully drawn and correctly reflects its understanding of the transaction that this Agreement contemplates. In construing this Agreement:

(a) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;

(b) the word "includes" and its derivatives mean "includes, but is not limited to" and corresponding derivative expressions;

(c) a defined term has its defined meaning throughout this Agreement and each schedule to this Agreement, regardless of whether it appears before or after the place where it is defined;

(d) if there is any conflict or inconsistency between the main body of this Agreement and any Schedule, the provisions of the main body of this Agreement shall prevail;

(e) the term "cost" includes expense and the term "expense" includes cost;

(f) the headings and titles herein are for convenience only and shall have no significance in the interpretation hereof;

(g) the inclusion of a matter on a Schedule in relation to a representation or warranty shall not be deemed an indication that such matter necessarily would, or may, breach such representation or warranty absent its inclusion on such schedule;

(h) any reference to a statute, regulation or law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder;

(i) currency amounts referenced herein, unless otherwise specified, are in U.S. Dollars;

(j) unless the context otherwise requires, all references to time shall mean time in Nashville, Tennessee;

(k) unless expressly provided otherwise, all references to days, weeks, months and quarters mean calendar days, weeks, months and quarters, respectively; and

(l) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb).

10.2 References, Gender, Number. All references in this Agreement to an "Article," "Section," "subsection," or "Schedule" shall be to an Article, Section, subsection or schedule of this Agreement, unless the context requires otherwise. Unless the context clearly requires otherwise, the words "this Agreement," "hereof," "hereunder," "herein," "hereby," or words of

similar import shall refer to this Agreement as a whole and not to a particular Article, Section, subsection, clause or other subdivision hereof. Cross references in this Agreement to a subsection or a clause within a Section may be made by reference to the number or other subdivision reference of such subsection or clause preceded by the word "Section." Whenever the context requires, the words used herein shall include the masculine, feminine and neuter gender, and the singular and the plural.

[*Remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

PARTNERSHIP PARTIES:

DELEK LOGISTICS PARTNERS, LP
By: Delek Logistics GP, LLC
its general partner

By: /s/ Reuven Spiegel
Name: Reuven Spiegel
Title: EVP, DKL

DELEK MARKETING & SUPPLY, LP
By: Delek Marketing GP, LLC
its general partner

By: /s/ Reuven Spiegel
Name: Reuven Spiegel
Title: EVP, DKL

PARTNERSHIP PARTIES:

DELEK LOGISTICS PARTNERS, LP
By: Delek Logistics GP, LLC
its general partner

By: /s/ Robert Wright
Name: Robert Wright
Title: EVP and Chief Financial Officer

DELEK MARKETING & SUPPLY, LP
By: Delek Marketing GP, LLC
its general partner

By: /s/ Robert Wright
Name: Robert Wright
Title: SVP and Deputy Chief Financial Officer

CONTRIBUTOR:

DK TRADING & SUPPLY, LLC,

By: /s/ Mark Hobbs
Name: Mark Hobbs
Title: EVP and Chief Financial Officer

GUARANTOR:

DELEK US HOLDINGS, INC.

By: /s/ Mark Hobbs
Name: Mark Hobbs
Title: EVP and Chief Financial Officer

CONTRIBUTOR:

DK TRADING & SUPPLY, LLC,

By: /s/ Patrick Reilly
Name: Patrick Reilly
Title: EVP and Chief Commercial Officer

GUARANTOR:

DELEK US HOLDINGS, INC.

By: /s/ Patrick Reilly
Name: Patrick Reilly
Title: EVP and Chief Commercial Officer

Exhibit 10.1

March 29, 2025

Robert Wright

On behalf of Delek US Holdings, Inc. and Delek Logistics Partners L.P. and/or their subsidiary companies (collectively "Delek"), I am pleased to extend to you an offer to join us as **EVP, Chief Financial Officer DKL** in addition to your current role of SVP, Deputy Chief Financial Officer for DK reporting to Mark Hobbs based in Brentwood, Tennessee. The promotion effective date will be April 1, 2025. Additionally, you will be promoted to EVP, Delek, with duties to be determined, effective November 15, 2025.

Base Salary: $450,000 paid bi-weekly effective April 1, 2025. Salary will be increased to $500,000 effective November 15, 2025.

Annual Bonus: Effective April 1, 2025 you will be eligible to participate in our Annual Cash Incentive Program at a target bonus of **60%** of your annualized base salary at the end of the bonus year, with a maximum bonus potential under our current bonus plan of 2x of target. Effective November 15, 2025, you will be eligible to participate in our Annual Cash Incentive Program at a target bonus of **75%** of your annualized base salary at the end of the bonus year, with a maximum bonus potential under our current bonus plan of 2x of target. The annual bonus, if any, is typically paid during the 1st quarter of the year following the applicable bonus year. The annual bonus will be based on Company's financial (EBITDA) and non-financial metrics (HSE).

Vacation: You will be eligible for 25 days of vacation.

We extend this offer with the understanding that in consideration of your assignment, you agree to conform to the policies of Delek US Holdings, and you understand and acknowledge that you will be an "at-will" employee.

This letter is not an employment contract, but merely sets forth the initial terms of employment with the Company, which may be changed from time to time, except for the at-will provision that cannot be changed or modified unless agreed to in writing and signed by you and authorized officers of Delek.

Term Sheet

Title:	EVP, Chief Financial Officer DKL in addition to SVP, Deputy Chief Financial Officer DK effective April 1, 2025. EVP, Delek in addition to Deputy Chief Financial Officer effective November 15, 2025. Duties of EVP, Delek to be determined
Reports To:	Mark Hobbs Employee will report to Avigal Soreq, CEO effective November 15, 2025.
Base Salary:	$450,000 to be paid out bi-weekly effective April 1, 2025. Base salary will be increased to $500,000 effective November 15, 2025.
Annual Bonus:	60% target 75% target effective November 15, 2025.
Long-Term Incentive (Equity Plan):	Effective November 15, 2025, and granted annually beginning March 10, 2026, $500,000. Executive will be eligible based on Board of Director approval for the company's long-term incentive plan, which will be split 50% time vested restricted stock units and 50% performance based restricted stock units split between DK and DKL shares. Additionally, the March 10, 2025 equity award will vest December 31, 2025.
Vacation:	25 days accrued vacation (unused vacation carryover annually)
Severance:	1 year for involuntary termination (refer to employment agreement for details) Additionally, if promotion to EVP, Delek effective November 15, 2025 does not occur, and as a result Employee decides to resign by March 31, 2026, Employee will be eligible for the equivalent severance terms of Change in Control Agreement at the EVP terms.
Covenants:	Customary non-compete, non-solicit, and confidentiality as applicable
Location:	Brentwood, TN
Effective Date:	April 1, 2025

Delek US Holdings, Inc.

By: /s/ Sam Eljaouhari
Sam Eljaouhari
EVP, CHRO

Delek Logistics Partners L.P.

By: /s/ Sam Eljaouhari
Sam Eljaouhari
EVP, CHRO

/s/ Robert Wright
Robert Wright

THIRD AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This Third Amendment (this "Amendment") to the Executive Employment Agreement (the "Agreement") by and between Reuven Spiegel (the "Executive") and DELEK US HOLDINGS, INC. (the "Company") which was effective as of August 1, 2020, as amended by that certain First Amendment to Executive Employment Agreement, dated as of March 1, 2023, and that certain Second Amendment to Executive Employment Agreement entered into by the Company and the Executive to be effective March 1, 2025, is hereby entered into by the Company and the Executive to be effective March 1, 2025 (the "Amendment Date"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

WHEREAS, the Executive and the Company wish to enter into this Amendment in order to modify the terms of Executive's service with the Company.

NOW, THEREFORE, in consideration of the foregoing, effective as of the Effective Date, the Agreement is hereby amended as follows:

1. Paragraph 2 is hereby deleted in its entirety and replaced with the following:

2. Scope of Employment. During the Term, the Company shall employ Executive and Executive shall render services to the Company as its **Executive Vice President, DKL and Special Projects** and in such other capacities and positions as may be established by the Company from time to time. During the Term, Executive may also serve as **Executive Vice President, DKL and Special Projects** of any subsidiary of the Company. Executive shall devote Executive's full business time and best efforts to the successful functioning of the Company's business and shall faithfully and industriously perform all duties pertaining to Executive's position, including such additional duties as may be assigned from time to time, to the best of Executive's ability, experience and talent; provided, however, that Executive may engage in passive personal investments subject to the Company's investment policies, Executive may pursue charitable or civic activities, participate in industry association and trade groups, and serve as an executor, trustee or in other similar fiduciary capacities; provided that any such activities do not interfere with the performance of his responsibilities and obligations pursuant to this Agreement as determined in the discretion of the Board and subject to Executive's reporting of such activities to the Chief Executive Officer in the manner determined by the Company. In the event Executive desires to serve on the board of directors of any entity or otherwise serve in a fiduciary capacity with respect to any person, prior written approval of such service must be obtained from the Nominating and Corporate Governance Committee of the Company's Board of Directors (the "Board") and such service may continue in the discretion of the Company's Nominating and Corporate Governance Committee. Executive shall be subject at all times during the Term hereof to the direction and control of the Chief Executive Officer in respect of the work to be done in his capacity as **Executive Vice President, DKL and Special Projects**.

2. The Terms of Employment attached as Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the Terms of Employment attached to this Amendment as Exhibit A.

3. Except as expressly modified by this Amendment, all terms, conditions and covenants in the Agreement shall remain in full force and effect.

[*Remainder of Page Intentionally Blank; Signature Page Follows*]

In witness whereof, the parties have executed this Agreement as of the date set forth above.

COMPANY: DELEK US HOLDINGS, INC

/s/ Sam Eljaouhari
By: Sam Eljaouhari
Title: EVP, CHRO

EXECUTIVE:

/s/ Reuven Spiegel
By: Reuven Spiegel

Reuven Spiegel
Terms of Employment,
Exhibit A to Executive Employment Agreement

Title:	**EVP, Special Projects**
Reports To:	Avigal Soreq, Chief Executive Officer
Term:	February 28, 2026; subsequent to which Executive and the Company shall enter into a one-year consulting agreement with annual base compensation of $400,000 on mutually agreeable terms to be negotiated at such time.
Base Salary:	$550,000 annually to be paid out (bi-weekly)
Annual Bonus:	Executive will be eligible for an annual bonus at target of **90%** of your Base Salary beginning in 2025, split evenly between the DK Executive Annual Incentive Plan and the DKL Annual Incentive Plan. The annual bonus percent may range from 0% to 200% based off of company performance.
Long-Term Incentive (Equity Plan):	Executive will be eligible for the company's long-term incentive plan, which would consist of annual grants, which at target would be equal to **$800,000** in time based Restricted Stock Units (50% DK and 50% DKL), vesting quarterly through 12/31/2025
Vacation:	5 weeks of accrued vacation Unused vacation balance from 2025 shall be paid out
Covenants:	Customary non-compete, non-solicit and confidentiality as applicable
Location:	Brentwood, TN
Effective Date:	March 1, 2025

Exhibit 10.3

Execution Version

TERMINATION AGREEMENT
(East Texas Marketing Agreement)

This **TERMINATION AGREEMENT** ("Termination Agreement") is entered into this 1st day of May, 2025, to be effective as of January 1, 2026 (the "Effective Date"), by and between DK Trading & Supply, LLC, a Delaware limited liability company ("DKTS") and Delek Marketing & Supply, LP, a Delaware limited partnership ("Delek Marketing"). DKTS and Delek Marketing are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Delek Refining, Ltd. and Delek Marketing entered into that certain Marketing Agreement, dated as of November 7, 2012, as amended by that certain First Amendment to Marketing Agreement dated as of July 26, 2013, and that certain Second Amendment to Marketing Agreement dated as of December 19, 2016 (the "Marketing Agreement");

WHEREAS, pursuant to that certain Omnibus Assignment & Assumption Agreement dated as of September 13, 2022, between DKTS and Delek Refining, Ltd., Delek Refining, Ltd. assigned the Marketing Agreement to DKTS; and

WHEREAS, in connection with the entry into that certain Contribution, Conveyance and Assumption Agreement by and among the Parties, Delek Logistics Partners, LP, and solely for the purposes of Article VIII, Delek US Holdings, Inc. on even date herewith, the Parties hereto desire to terminate the Marketing Agreement as provided herein.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, hereby agree as follows:

1. Termination. Effective as of 11:59 p.m. on the Effective Date, the Marketing Agreement is irrevocably terminated, and all rights and privileges granted therein are irrevocably relinquished and surrendered, and all liabilities, obligations and duties owed or required to be performed thereunder are irrevocably waived, released, and discharged, except for any amounts owed to Delek Marketing by DKTS in connection with any services provided pursuant to the Marketing Agreement prior to the Effective Date. The Parties acknowledge that the termination contemplated hereby expressly includes even those provisions of the Marketing Agreement that are, by the terms of the Marketing Agreement, to survive termination except for Delek Marketing's right to payment, the terms of payment for services provided pursuant to the Marketing Agreement prior to the Effective Date, and any rights and obligations of the Parties expressly designated under Section 10.1 of the Marketing Agreement. The Parties hereby waive any applicable term or condition of the Marketing Agreement or other contract, agreement, or understanding, which may serve to prohibit, delay, or otherwise impede the intent of this Termination Agreement, including the waiver of any advance notice of termination required (if any) under the Marketing Agreement.

2. Representations of DKTS.

a. *Organization; Authority*. DKTS is duly organized, validly existing, and in good standing as a limited liability company under the laws of the state of Delaware. DKTS has all requisite power and authority to enter into this Termination Agreement. All limited liability company action on the part of DKTS necessary for the authorization, execution, delivery, and performance of this Termination Agreement has been taken prior to the Effective Date.

b. *Binding Effect*. This Termination Agreement has been duly and validly executed and delivered, and assuming the due execution and delivery by Delek Marketing, constitutes the valid and binding obligation of DKTS, enforceable against DKTS in accordance with its terms except as the same

may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally or by equitable principles and except as to the remedy of specific performance which may not be available under the laws of various jurisdictions.

3. Representations of Delek Marketing.

a. *Organization; Authority*. Delek Marketing is duly organized, validly existing, and in good standing as a limited partnership under the laws of the state of Delaware. Delek Marketing has all requisite power and authority to enter into this Termination Agreement. All limited partnership action on the part of Delek Marketing necessary for the authorization, execution, delivery, and performance of this Termination Agreement has been taken prior to the Effective Date.

b. *Binding Effect*. This Termination Agreement has been duly and validly executed and delivered, and assuming the due execution and delivery by DKTS, constitutes the valid and binding obligation of Delek Marketing, enforceable against Delek Marketing in accordance with its terms except as the same may be restricted, limited or delayed by applicable bankruptcy or other laws affecting creditors' rights generally or by equitable principles and except as to the remedy of specific performance which may not be available under the laws of various jurisdictions.

4. Mutual Release of Claims. Except for claims related to payment due or payable to Delek Marketing under the Marketing Agreement prior to the Effective Date of this Termination Agreement, in consideration of the covenants, agreements, and undertakings of the Parties under this Termination Agreement, each Party, on behalf of itself and its respective present and former parents, subsidiaries, affiliates, officers, directors, shareholders, members, partners, successors, and assigns (collectively, "Releasors") hereby releases, waives, and forever discharges the other Party and its respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, shareholders, members, partners, agents, representatives, permitted successors, and permitted assigns (collectively, "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "Claims"), which any of such Releasors ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Termination Agreement arising out of or relating to the Agreement, except for any Claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Termination Agreement (including any surviving indemnification obligations under the Marketing Agreement).

5. Amendments. No amendment of any provision of this Termination Agreement shall be valid unless the same shall be in writing and executed by DKTS and Delek Marketing.

6. Successors and Assigns. This Termination Agreement and all of the covenants and agreements contained herein and the rights, interests or obligations hereunder, by or on behalf of any of the Parties, shall bind and inure to the benefit of the respective successors and assigns of the Parties whether so expressed or not.

7. Applicable Law. This Termination Agreement and any claim, controversy or dispute arising out of or related to this Termination Agreement, any of the transactions contemplated hereby, the relationship of the Parties, and/or the interpretation and enforcement of the rights and duties of the Parties, whether arising in contract, tort, equity or otherwise, shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to Texas's conflict of laws rules.

8. Counterparts. This Termination Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Facsimile or other electronically transmitted copies shall be deemed originals and may be relied upon as such by the Parties.

9. Entire Agreement. This Termination Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Termination Agreement has been duly executed the day and year first above written.

DKTS:

DK TRADING & SUPPLY, LLC

By: /s/ Patrick Reilly
Name: Patrick Reilly
Title: EVP and Chief Commercial Officer

[*Signature Page to Termination Agreement (East Texas Marketing Agreement*]

DKTS:

DK TRADING & SUPPLY, LLC

By: /s/ Mark Hobbs
Name: Mark Hobbs
Title: EVP and Chief Financial Officer

[*Signature Page to Termination Agreement (East Texas Marketing Agreement*]

DELEK MARKETING:

DELEK MARKETING & SUPPLY, LP

By: Delek Marketing GP, LLC, its General Partner

By: /s/ Reuven Spiegel
Name: Reuven Spiegel
Title: EVP, DKL

DELEK MARKETING:

DELEK MARKETING & SUPPLY, LP

By: Delek Marketing GP, LLC, its General Partner

By: /s/ Robert Wright
Name: Robert Wright
Title: SVP and deputy Chief Financial Officer

[*Signature Page to Termination Agreement (East Texas Marketing Agreement*]

Exhibit 10.4

Execution Version

SECOND AMENDED AND RESTATED THROUGHPUT AGREEMENT
(El Dorado Rail Offloading Facility)

This Second Amended and Restated Throughput Agreement (this "**Agreement**") is dated as of May 1, 2025, to be effective as of May 1, 2025 (the "**Effective Date**"), by and between DK Trading & Supply, LLC ("**DKTS**"), a Delaware limited liability company, and Delek Logistics Operating, LLC, a Delaware liability company ("**Logistics**"). Each of DKTS and Logistics are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, Lion Oil Trading and Transportation, LLC, a Texas limited liability company ("**LOTT**"), Lion Oil Company, LLC an Arkansas limited liability company (formerly Lion Oil Company, an Arkansas corporation, hereinafter "**Lion Oil**") and Logistics entered into that certain Throughput Agreement (the "**Original Agreement**") dated March 15, 2015 (the "**Original Effective Date**");

WHEREAS, LOTT assigned all of its right, title and interest in the Original Agreement to DKTS pursuant to that certain Assignment and Assumption Agreement and Guaranty dated March 22, 2022, by and among LOTT, DKTS and Logistics;

WHEREAS, Lion Oil assigned all of its right, title and interest in the Original Agreement to DKTS pursuant to that certain Omnibus Assignment and Assumption Agreement dated September 12, 2022, by and among Lion Oil and DKTS;

WHEREAS, LOTT merged into DKTS with DKTS as the surviving entity on October 7, 2022;

WHEREAS, DKTS and Logistics amended and restated the Original Agreement pursuant to that certain Amended and Restated Throughput Agreement dated December 30, 2024 (the "**Amended Agreement**"); and

WHEREAS, DKTS and Logistics desire to amend and restate the Amended Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the respective promises, conditions, terms and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Definitions and Interpretation.

(a) Definitions. Capitalized terms used throughout this Agreement and not otherwise defined herein shall have the meanings set forth below.

"**2025 Heavy Crude Throughput Fee**" has the meaning set forth in Section 2(c)(i).

"2025 Light Crude Throughput Fee" has the meaning set forth in Section 2(c)(i).

"**Actual Heavy Crude Throughput**" means the aggregate volume of Heavy Crude offloaded and throughput at the Rail Offloading Facility during any specified period.

"**Actual Light Crude Throughput**" means the aggregate volume of Light Crude loaded or offloaded and throughput at the Rail Offloading Facility during any specified period."**Actual Heavy Crude Throughput Capacity**" means the aggregate amount of Heavy Crude offload and throughput capacity available at the Rail Offloading Facility.

"**Actual Light Crude Throughput Capacity**" means the aggregate amount of Light Crude offload and throughput capacity available at the Rail Offloading Facility.

"**Actual Quarterly Throughput Payment**" has the meaning set forth in Section 2(c)(ii).

"**Actual Refined Products Throughput**" means the aggregate volume of Refined Products offloaded and throughput at the Rail Offloading Facility during any specified period.

"**Actual Refined Products Throughput Capacity**" means the aggregate amount of Refined Products offload and throughput capacity available at the Rail Offloading Facility.

"**Additional Services**" has the meaning set forth in Section 10(b).

"**Affiliate**" means, with respect to a specified Person, any other Person controlling, controlled by or under common control with that first Person. As used in this definition, the term "control" includes (i) with respect to any Person having voting securities or the equivalent and elected directors, managers or Persons performing similar functions, the ownership of or power to vote, directly or indirectly, voting securities or the equivalent representing 50% or more of the power to vote in the election of directors, managers or Persons performing similar functions, (ii) ownership of 50% or more of the equity or equivalent interest in any Person and (iii) the ability to direct the business and affairs of any Person by acting as a general partner, manager or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, Delek US and its subsidiaries (other than the General Partner, the Partnership and its subsidiaries), including DKTS, on the one hand, and the General Partner, the Partnership and its subsidiaries, including Logistics, on the other hand, shall not be considered Affiliates of each other.

"**Agreement**" has the meaning set forth in the preamble to this Agreement.

"**API**" means the American Petroleum Institute.

"**Applicable Law**" means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, permit, approval, concession, grant, franchise, license, agreement, requirement, or other governmental restriction or any similar form of decision of, or any provision of condition of any permit, license or other operating authorization issued under any of the foregoing by, or any determination by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect and in each case as amended (including, without limitation, all of the terms and provisions of the

common law of such Governmental Authority), as interpreted and enforced at the time in question, including Environmental Law.

"**ASTM**" means American Society for Testing and Materials.

"**barrel**" means 42 U.S. gallons, measured at 60° F.

"**bpd**" means barrels per day.

"**Business Day**" means any day, other than a Saturday or Sunday, on which banks in Nashville, Tennessee are open for the general transaction of business.

"**Capacity Resolution**" has the meaning set forth in Section 9(c).

"**Capital Amortization Period**" has the meaning set forth in Section 2(g)(iv).

"**Capital Expenditure Notice**" has the meaning set forth in Section 2(g)(iii).

"**Capital Improvement**" means (i) any modification, improvement, expansion or increase in the capacity of the Rail Offloading Facility or any portion thereof, or (ii) any connection, or new point of receipt or delivery for Materials.

"**Claimant**" shall have the meaning assigned to such term in Section 17(l).

"**Confidential Information**" means all information, documents, records and data that a Party furnishes or otherwise discloses to the other Party (including any such items furnished prior to the execution of this Agreement), together with all analyses, compilations, studies, memoranda, notes or other documents, records or data (in whatever form maintained, whether documentary, computer or other electronic storage or otherwise) prepared by the receiving Party which contain or otherwise reflect or are generated from such information, documents, records and data; *provided, however*, that the term "**Confidential Information**" does not include any information that (i) at the time of disclosure or thereafter is or becomes generally available to or known by the public (other than as a result of a disclosure by the receiving Party), (ii) is developed by the receiving Party without reliance on any Confidential Information or (iii) is or was available to the receiving Party on a nonconfidential basis from a source other than the disclosing Party that, insofar as is known to the receiving Party after reasonable inquiry, is not prohibited from transmitting the information to the recipient by a contractual, legal or fiduciary obligation to the disclosing Party.

"**Contract Quarter**" means a three-month period that commences on January 1, April 1, July 1 or October 1 and ends on the last day of March, June, September or December, respectively, except that the final Contract Quarter shall end on the last day of the Term.

"**Contract Year**" means a year that commences on July 1 and ends on the last day of June in the following year, except that the final Contract Year shall end on the last day of the Term.

"**Costs**" means losses, liabilities, charges, damages, deficiencies, assessments, interests, fines, penalties, costs and expenses.

"**Crude Oil**" means the naturally occurring hydrocarbon mixtures but not including recovered or recycled oils or any cracked materials.

"**Deficiency Notice**" has the meaning set forth in Section 8(a).

"**Deficiency Payment**" has the meaning set forth in Section 8(a).

"**Delek US**" means Delek US Holdings, Inc., a Delaware corporation.

"**Dispute**" means any and all disputes, claims, controversies and other matters in question between Logistics, on the one hand, and DKTS, on the other hand, under this Agreement.

"**DKTS**" has the meaning specified in the preamble to this Agreement.

"**DKTS Indemnitees**" has the meaning set forth in Section 14(a).

"**Effective Date**" has the meaning set forth in the introductory paragraph hereof.

"**Environmental Law**" means all federal, state, and local laws, statutes, rules, regulations, orders, judgments, ordinances, codes, injunctions, decrees, Environmental Permits and other legally enforceable requirements and rules of common law now or hereafter in effect, relating to pollution or protection of human health and the environment including, without limitation, the federal Comprehensive Environmental Response, Compensation, and Liability Act, the Superfund Amendments Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Oil Pollution Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, and other similar federal, state or local environmental conservation and protection laws, each as amended from time to time.

"**Environmental Permit**" means any permit, approval, identification number, license, registration, consent, exemption, variance or other authorization required under or issued pursuant to any applicable Environmental Law.

"**Estimated Expansion Capital Expenditure**" has the meaning set forth in Section 2(g)(iii).

"**Expansion Capital Expenditure**" has the meaning set forth in Section 2(g)(iii).

"**First Offer Period**" has the meaning set forth in Section 6.

"**Force Majeure**" means acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, wars, terrorism, cyberattacks, blockades, insurrections, riots, storms, floods, washouts, arrests, the order of any court or Governmental Authority having jurisdiction

while the same is in force and effect, civil disturbances, explosions, fires, leaks, releases, breakage, accident to machinery, storage tanks or lines of pipe, inability to obtain or unavoidable delay in obtaining material or equipment, inability to obtain Materials because of a failure of third-party pipelines, and any other causes whether of the kind herein enumerated or otherwise not reasonably within the control of the Party claiming suspension, delay or interruption and which through the exercise of commercially reasonable efforts such Party is unable to prevent or overcome; *provided, however*, that a Party's inability to perform its economic obligations hereunder shall not constitute an event of Force Majeure.

"**Force Majeure Notice**" has the meaning set forth in Section 4(a).

"**Force Majeure Party**" has the meaning set forth in Section 4(a).

"**Force Majeure Period**" has the meaning set forth in Section 4(a).

"**General Partner**" means the general partner of the Partnership.

"**Governmental Authority**" means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

"**Heavy Crude**" means Crude Oil with an API gravity of 22 or below.

"**Heavy Crude Throughput Fee**" means the applicable Initial Heavy Crude Throughput Fee or the 2025 Heavy Crude Throughput Fee.

"**Inflation Index**" means, at any adjustment date hereunder, the year-over-year change in the PPI.

"**Initial Heavy Crude Throughput Fee**" has the meaning set forth in Section 2(c)(i).

"**Initial Light Crude Throughput Fee**" has the meaning set forth in Section 2(c)(i).

"**Initial Term**" has the meaning set forth in Section 5(a).

"**Liabilities**" means any Costs of any kind (including reasonable attorneys' fees and other fees, court costs and other disbursements), including any Costs directly or indirectly arising out of or related to any suit, proceeding, judgment, settlement or judicial or administrative order and any Costs arising from compliance or non-compliance with Applicable Law.

"**Light Crude**" means Crude Oil with an API gravity of greater than 22.

"**Light Crude Throughput Fee**" means the applicable Initial Light Crude Throughput Fee or the 2025 Light Crude Throughput Fee.

"**Lion Oil**" has the meaning specified in the recitals to this Agreement.

"**Logistics**" has the meaning specified in the preamble to this Agreement.

"**Logistics Indemnitees**" has the meaning set forth in Section 14(b).

"**LOTT**" has the meaning specified in the recitals to this Agreement.

"**Materials**" means any Crude Oil and other hydrocarbons.

"**Minimum Heavy Crude Throughput Capacity**" means an aggregate amount of Heavy Crude offload and throughput capacity at the Rail Offloading Facility equal to 7,500 bpd.

"**Minimum Heavy Crude Throughput Volume**" means (i) for Contract Quarters prior to August 1, 2025, an aggregate amount of Heavy Crude or Refined Products equal to 5,000 bpd multiplied by the number of calendar days in the Contract Quarter, and (ii) for Contract Quarters beginning on or after August 1, 2025, zero (0) bpd.

"**Minimum Light Crude Throughput Capacity**" means an aggregate amount of offload and throughput capacity at the Rail Offloading Facility equal to 16,250 bpd.

"**Minimum Light Crude Throughput Volume**" means (i) for Contract Quarters prior to August 1, 2025, an aggregate amount of Light Crude or Refined Products equal to 5,000 bpd multiplied by the number of calendar days in the Contract Quarter, and (ii) for Contract Quarters beginning on or after August 1, 2025, zero (0) bpd.

"**Minimum Quarterly Throughput Payment**" has the meaning set forth in Section 2(c)(ii).

"**Minimum Refined Products Throughput Capacity**" means an aggregate amount of offload and throughput capacity at the Rail Offloading Facility equal to 12,500 bpd.

"**Minimum Refined Products Throughput Volume"** means (i) for Contract Quarters prior to August 1, 2025, zero (0) bpd, and for Contract Quarters beginning on or after August 1, 2025, an aggregate amount of Refined Products equal to 10,000 bpd multiplied by the number of calendar days in the Contract Quarter.

"**Minimum Throughput Capacity**" means the Minimum Heavy Crude Throughput Capacity, the Minimum Light Crude Throughput Capacity or the Minimum Refined Products Throughput Capacity, as applicable.

"**Minimum Throughput Volume**" means the Minimum Heavy Crude Throughput Volume, the Minimum Light Crude Throughput Volume and the Minimum Refined Products Throughput Volume.

"**Month**" means a calendar month, except that the initial Month shall commence on the Effective Date and end May 31, 2025, and the final Month shall end on the last day of the Term.

"**Monthly Expansion Capital Amount**" has the meaning set forth in Section 2(g)(iv).

"**Notice Period**" has the meaning set forth in Section 12(b).

"**Omnibus Agreement**" means that certain Fifth Amended and Restated Omnibus Agreement dated as of May 1, 2025, among Delek US, on behalf of itself and the other Delek Entities (as defined therein), Delek Refining, Ltd., Lion Oil, the Partnership, Paline Pipeline Company, LLC, SALA Gathering Systems, LLC, Magnolia Pipeline Company, LLC, El Dorado Pipeline Company, LLC, Delek Crude Logistics, LLC, Delek Marketing-Big Sandy, LLC, Delek Marketing & Supply, LP, DKL Transportation, LLC, Logistics and the General Partner, as amended, supplemented or restated from time to time.

"**Original Agreement**" has the meaning set forth in the recitals to this Agreement.

"**Original Effective Date**" has the meaning set forth in the recitals to this Agreement.

"**Parties**" or "**Party**" has the meaning set forth in the preamble to this Agreement.

"**Partnership**" means Delek Logistics Partners, LP, a Delaware limited partnership.

"**Partnership Change of Control**" means any event or change whereby Delek US ceases to control the General Partner.

"**Person**" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, Governmental Authority or political subdivision thereof or other entity.

"**PPI**" means the Producer Price Index—Commodities—Finished Goods, as reported by the U.S. Bureau of Labor Statistics.

"**Prime Rate**" means the rate of interest quoted in *The Wall Street Journal*, Money Rates Section as the Prime Rate.

"**Purchase Agreement**" means the Asset Purchase Agreement (El Dorado Rail Offloading Facility) dated as of March 31, 2015, between Lion Oil and DKTS, as sellers, and Logistics, as buyer.

"**Rail Offloading Facility**" means that certain rail offloading facility owned by Logistics, including two crude oil offloading racks at the Refinery, which racks are designed to receive up to 25,000 bpd of Light Crude or 12,000 bpd of Heavy Crude delivered by rail to the Refinery (together with all pumps, piping and other ancillary equipment owned by Logistics necessary to allow for the direct offloading of Crude Oil, and certain other related assets and properties (but not including the tracks related thereto)).

"**Receiving Party Personnel**" has the meaning set forth in Section 17(m)(iv).

"**Refined Products**" means diesel, gasoline and jet fuel.

"**Refined Products Throughput Fee**" has the meaning set forth in Section 2(c)(i).

"**Refinery**" means Lion Oil's Crude Oil refinery in El Dorado, Arkansas.

"**Renewal Term**" has the meaning set forth in Section 5(a).

"**Required Minimum Throughput Capacity**" has the meaning set forth in Section 9(b).

"**Required Permits**" has the meaning specified in Section 9(f).

"**Respondent**" shall have the meaning assigned to such term in Section 17(l).

"**Restoration**" has the meaning set forth in Section 9(b).

"**Right of First Refusal**" has the meaning set forth in Section 6.

"**Special Damages**" has the meaning set forth in Section 15.

"**Suspension Notice**" has the meaning set forth in Section 12(b).

"**Term**" has the meaning set forth in Section 5(a).

"**Termination Notice**" has the meaning set forth in Section 4(b).

"**Throughput Fees**" has the meaning set forth in Section 2(c)(i).

"**Transaction Agreements**" means, collectively, this Agreement, the Purchase Agreement, the Omnibus Agreement, the Lease and Access Agreement (El Dorado Rail Offloading Facility) dated as of March 31, 2015 between DKTS and Logistics and the Amended and Restated Site Services Agreement (El Dorado Terminal and Throughput and Rail Offloading Facility) dated as of March 31, 2015 between Lion Oil and Logistics, each as may be amended, supplemented or restated from time to time.

(b) Interpretation. It is expressly agreed that this Agreement shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of this Agreement. Each Party agrees that this Agreement has been purposefully drawn and correctly reflects its understanding of the transaction that this Agreement contemplates. In construing this Agreement:

(i) unless otherwise specified, references to Sections are to Sections of this Agreement;

(ii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;

(iii) the word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions;

(iv) a defined term has its defined meaning throughout this Agreement, regardless of whether it appears before or after the place where it is defined;

(v) the term "cost" includes expense and the term "expense" includes cost;

(vi) the headings and titles herein are for convenience only and shall have no significance in the interpretation hereof;

(vii) any reference to a statute, regulation or law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder;

(viii) currency amounts referenced herein, unless otherwise specified, are in U.S. Dollars;

(ix) unless the context otherwise requires, all references to time shall mean time in Nashville, Tennessee;

(x) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified;

(xi) unless expressly provided otherwise, references herein to "consent" mean the prior written consent of the Party at issue, not to be unreasonably withheld, delayed or conditioned;

(xii) the singular number includes the plural and vice-versa, whenever the context so requires; and

(xiii) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb).

Section 2. Agreement to Use Services Relating to Offload and Throughput Fees.

The Parties intend to be strictly bound by the terms set forth in this Agreement, which sets forth fees to Logistics to be paid by DKTS and requires Logistics to provide certain railcar offloading and throughput services to DKTS.

(a) Obligations of Logistics. During the Term and subject to the terms and conditions of this Agreement, Logistics agrees to: (i) own or lease and operate and maintain in accordance with Section 9 all assets necessary to handle the Materials from DKTS; (ii) provide the services required under this Agreement; and (iii) perform all operations relating to the Rail Offloading Facility that it is required to perform under the Transaction Agreements.

(b) Minimum Throughput Obligations. During each Contract Quarter during the Term and subject to the terms and conditions of this Agreement, DKTS agrees that, commencing on the Effective Date, DKTS shall tender for offload and throughput an amount of Crude Oil and/or Refined Product sufficient to generate the Minimum Quarterly Throughput Payment at the Rail Offloading Facility. Allocation of capacity for Materials of different types at the Rail Offloading Facility to offload and throughput shall be in accordance with practices as of the Effective Date, or as otherwise may be agreed between the Parties from time to time.

(c) Throughput Fees at the Rail Offloading Facility.

(i) The throughput fee initially applicable to throughput of Light Crude at the Rail Offloading Facility shall be $1.500 per barrel as of the Effective Date (the "**Initial Light Crude Throughput Fee**"), and $1.480 per barrel effective as of August 1, 2025 (the "**2025 Light Crude Throughput Fee**") and the throughput fee initially applicable to throughput of Heavy Crude at the Rail Offloading Facility as of the Effective Date shall be $3.380 (the "**Initial Heavy Crude Throughput Fee**"), and shall be $3.340 per barrel effective as of August 1, 2025 (the "**2025 Heavy Crude Throughput Fee**" and, together with the Initial Light Crude Throughput Fee, the 2025 Light Crude Throughput Fee, the Initial Heavy Crude Throughput Fee, and the 2025 Heavy Crude Throughput Fee, collectively the "**Crude Throughput Fees**"). The throughput fee applicable to throughput of Refined Products at the Rail Offloading Facility shall be $1.480 per barrel (the "**Refined Products Throughput Fee**" and, together with the Crude Throughput Fees, the "**Throughput Fees**").

(ii) In accordance with Section 2(f), DKTS shall pay Logistics an amount equal to (A) the Light Crude Throughput Fee multiplied by the Actual Light Crude Throughput plus (B) the Heavy Crude Throughput Fee multiplied by the Actual Heavy Crude Throughput plus (C) the Refined Products Throughput Fee multiplied by the Actual Refined Products Throughput (the sum of such Throughput Fees for all Months in a Contract Quarter, the "**Actual Quarterly Throughput Payment**"); *provided, however*, that the Actual Quarterly Throughput Payment prior to August 1, 2025, shall be not less than $2,217,375 (prorated for any partial Contract Quarter) (the "**Minimum Quarterly Throughput Payment**"), which amount was calculated based on the basis of assumed throughput equal to (i) the Minimum Throughput Volume multiplied by (x) the applicable Throughput Fees and (y) 365 days, divided by four (4), and (ii) beginning August 1, 2025, the Minimum Quarterly Throughput Payment shall be $1,350,500 (prorated for any partial Contract Quarter), which amount was calculated as set forth in this Section 2(c)(ii).

(iii) The Throughput Fees shall be adjusted on July 1 of each Contract Year commencing on July 1, 2026, by an amount equal to the increase or decrease, if any, in the Inflation Index; *provided, however*, that the Throughput Fees shall not be decreased below the applicable Throughput Fees provided in this Section 2(c). If the PPI is no longer published, Logistics and DKTS shall negotiate in good faith to agree upon a new index that gives comparable protection against inflation and the same method of adjustment for increases or decreases in the new index shall be used to calculate increases or decreases in the Throughput Fees. If DKTS and Logistics are unable to agree upon a new index, the new index will be determined by arbitration in accordance with Section 17(l) and the same method of adjustment for increases in the new index shall be used to calculate increases in the Throughput Fees. After any adjustment to the Throughput Fees pursuant to this Section 2(c)(iii), the Minimum Quarterly Throughput Payment shall be recalculated as provided in Section 2(c)(ii) on such redetermination dates based on such adjusted Throughput Fees.

(iv) During the Term of this Agreement, if new laws or regulations are enacted that require Logistics to make substantial and unanticipated capital expenditures with respect to the Rail Offloading Facility, the Parties will renegotiate the Throughput Fees and the Minimum Throughput Volume in good faith in order to compensate Logistics on account of such incremental capital costs. If there is an increase in the Throughput Fees and/or the Minimum Throughput Volume, whether through negotiations or arbitration described below, the Minimum Quarterly Throughput Payment shall be recalculated as provided in Section 2(c)(ii) based on such adjusted figures. The Parties shall use their commercially reasonable efforts to mitigate the impact of, and comply with, such new laws or regulations. If DKTS and Logistics are unable to agree upon renegotiated

Throughput Fees, the renegotiated Throughput Fees and the Minimum Throughput Volume will be determined by arbitration in accordance with Section 17(l).

(d) Operating and Capital Expenses. During the Term and subject to the terms and conditions of this Agreement, including Section 2(g), Logistics will bear 100% of all operating and capital expenses incurred in its operation of the Rail Offloading Facility.

(e) Taxes. DKTS will pay all taxes, import duties, license fees and other charges by any Governmental Authority levied on or with respect to the Materials delivered by DKTS to the Rail Offloading Facility, including, but not limited to, any state gross receipts and compensating (use) taxes; *provided, however*, that DKTS shall not be liable hereunder for taxes (including ad valorem taxes) assessed against Logistics based on Logistics' income or ownership of the Rail Offloading Facility. Should any Party be required to pay or collect any taxes, duties, charges and or assessments pursuant to any federal, state, county or municipal law or authority now in effect or hereafter to become effective which are payable by the other Party pursuant to this Section 2(e), the proper Party shall promptly reimburse the other Party therefor.

(f) Invoicing and Timing of Payments. Logistics shall invoice DKTS monthly for Throughput Fees (or quarterly with respect to any shortfalls in the Minimum Quarterly Throughput Payment for that Contract Quarter). DKTS will make payments to Logistics on a monthly or quarterly basis, as applicable, during the Term with respect to services rendered by Logistics under this Agreement in the prior Month or Contract Quarter, as applicable, upon the later of (i) 10 days after its receipt of such invoice and (ii) 30 days following the end of the Month or Contract Quarter, as applicable, during which the invoiced services were performed. Any past due payments owed by DKTS to Logistics shall accrue interest, payable on demand, at the Prime Rate from the due date of the payment through the actual date of payment. Payment of any Throughput Fees pursuant to this Section 2 shall be made by wire transfer of immediately available funds to an account designated in writing by Logistics. If any such fee shall be due and payable on a day that is not a Business Day, such payment shall be due and payable on the next succeeding Business Day.

(g) Capital Improvements. During the term of this Agreement, DKTS shall be entitled to designate Capital Improvements to be made to the Rail Offloading Facility. The following provisions shall set forth the procedures pursuant to which Capital Improvements designated by DKTS may be constructed:

(i) For any Capital Improvement designated by DKTS, DKTS shall submit a written proposal, including all specifications then available to it, for the proposed Capital Improvement to the Rail Offloading Facility, as the case may be.

(ii) Logistics will review such proposal to determine, in its sole discretion, whether it will consent to proceed with the proposed Capital Improvement.

(iii) Should Logistics determine to proceed and construct or cause to be constructed the approved Capital Improvement, Logistics will obtain bids from two or more general contractors reasonably acceptable to DKTS for the construction of the Capital Improvement. Based upon the bids, Logistics will notify DKTS of Logistics' estimate of the total cost necessary to construct such Capital Improvement (the "**Capital Expenditure Notice**") (which amount shall include the costs of capital and any other costs necessary to place such Capital Improvement in service) ("**Estimated Expansion Capital Expenditure**"). Within 30 days of the Capital Expenditure Notice, DKTS will notify Logistics whether or not DKTS agrees to such Estimated Expansion Capital Expenditure. In the event DKTS does not agree with such Estimated Expansion Capital Expenditure, the Parties shall work together in good faith to reach agreement on the

Estimated Expansion Capital Expenditure (the agreed amount is referred to as the "**Expansion Capital Expenditure**"); *provided* that, in the event the Parties do not reach such agreement within 60 days of the Capital Expenditure Notice, DKTS shall be entitled to proceed with the construction of the Capital Improvement in accordance with Section 2(g)(v).

(iv) Prior to beginning any construction on the Capital Improvement, (1) Logistics shall have received all necessary regulatory approvals, (2) Logistics and DKTS shall have agreed on (A) an additional monthly payment amount to be paid by DKTS to Logistics (the "**Monthly Expansion Capital Amount**") which amount (x) shall be payable over a mutually agreed upon term not to exceed the then remaining balance of the Initial Term (or the then current Renewal Term) plus any Renewal Term to which DKTS is then committed or shall then commit (the "**Capital Amortization Period**"), and (y) shall be sufficient to provide Logistics the equivalent of a rate of return equal to the Prime Rate plus an additional rate of return to be agreed to by the Parties over the Capital Amortization Period on the Expansion Capital Expenditure after taking into account the increased cash flows to Logistics reasonably anticipated to be received by Logistics from DKTS (or from a third party pursuant to a direct contractual commitment to Logistics) in connection with such Capital Improvement, or (B) another adjustment to the Throughput Fees, as applicable, as the Parties may agree and (3) the Parties shall have agreed on any adjustment to the Minimum Quarterly Throughput Payment or the Minimum Throughput Capacity, as the case may be. The Monthly Expansion Capital Amount, if applicable, shall be billed and paid monthly following the commencement of operations of the Capital Improvement and DKTS' obligation to pay the Monthly Expansion Capital Amount shall survive the termination of this Agreement (other than a termination in connection with a breach of this Agreement by Logistics or a Force Majeure event affecting the ability of Logistics to provide services under this Agreement). In connection with the construction of any Capital Improvement pursuant to this Section 2(g)(iv), DKTS shall be entitled to participate in all stages of planning, scheduling, implementing, and oversight of the construction. DKTS shall also be entitled to audit all expenditures incurred in connection with the Capital Improvement in accordance with Section 17(n). The Parties agree that any Capital Improvement constructed by Logistics pursuant to this Section 2(g)(iv) shall be treated as the separate property of Logistics.

(v) If for any reason the Capital Improvement shall not be constructed pursuant to Section 2(g)(iv) above, and such Capital Improvement is in accordance with applicable required engineering and regulatory standards, and the Parties agree that the Capital Improvement would not reasonably be expected to have a material adverse impact on the operations or efficiency of the Rail Offloading Facility, taken as a whole, or result in any material additional unreimbursed costs to Logistics, then DKTS may proceed with the construction and financing of the Capital Improvement and, upon completion of construction, DKTS shall be the owner and operator of such Capital Improvement; *provided, however*, that, until a lease, right-of-way or other agreement contemplated by Section 6.6(b) of the Purchase Agreement has been obtained, Logistics shall determine in its sole discretion whether any construction by DKTS on the South Rack Parcel or the North Rack Parcel (each as defined in the Purchase Agreement) would not reasonably be expected to have a material adverse impact on the operations or efficiency of the Rail Offloading Facility, taken as a whole, or result in any material additional unreimbursed costs to Logistics. The Parties agree that any Capital Improvement constructed by DKTS pursuant to this Section 2(g)(v) shall be treated as the separate property of DKTS. Logistics shall reasonably cooperate with DKTS in ensuring that the Capital Improvement shall operate as intended, including by operating and maintaining all necessary connections to the Rail Offloading Facility, subject to DKTS' reimbursing Logistics on a monthly basis for any incremental expenses arising from

operating or maintaining such connections as determined by Logistics in good faith. DKTS shall defend, indemnify and hold harmless the Logistics Indemnitees from and against any Liabilities resulting from the construction, ownership and operation by DKTS of any Capital Improvement constructed by DKTS pursuant to this Section 2(g) (v).

(vi) Upon completion of the construction of such Capital Improvement, Logistics or DKTS, as applicable, will own such Capital Improvement, and will operate and maintain such Capital Improvement in accordance with Applicable Law and recognized industry standards.

(h) Notification of Utilization. Upon request by Logistics, DKTS will provide to Logistics written notification of DKTS' reasonable good faith estimate of its anticipated future utilization of the Rail Offloading Facility.

(i) Scheduling and Accepting Deliveries.

(i) Logistics will schedule movements and accept deliveries of Materials in a manner that permits DKTS to utilize the Rail Offloading Facility in substantially the same manner as it did prior to the Effective Date.

(ii) All deliveries hereunder shall be made in accordance with the scheduling procedures and processes mutually agreed upon by the Parties.

(iii) Both Parties shall abide by all Applicable Laws and ordinances and all rules and regulations which are promulgated by the Parties or the railroad or posted at the Rail Offloading Facility, with respect to the use of such facilities as herein provided. It is understood and agreed by DKTS that these rules and regulations may be changed, amended or modified by Logistics at any time. All changes, amendments and modifications shall become binding upon DKTS 10 days following receipt by DKTS of a copy thereof.

(j) Business Interruption Insurance. DKTS or its Affiliates shall maintain commercially reasonable business interruption insurance for the benefit of the Refinery.

(k) Insurance (Other than Business Interruption Insurance). During the Term of this Agreement, each of Logistics and DKTS shall at all times carry and maintain, or cause to be carried and maintained, with reputable insurance companies reasonably acceptable to the other Party, commercially reasonable insurance coverages and limits.

(l) Documentation. Logistics shall furnish DKTS with the following reports covering services hereunder involving DKTS' Materials:

(i) Within 10 Business Days following the end of the Month, a statement showing, by Material: (A) DKTS' monthly aggregate deliveries into the Rail Offloading Facility; and (B) calculation of all DKTS' Throughput Fees under this Agreement.

(ii) A copy of any meter calibration report, to be available for inspection upon reasonable request by DKTS following any calibration.

(m) Product Quantity Measurement. All quantities of Materials received at the Rail Offloading Facility via railcar shall be calculated based on the weight of such Materials as indicated on the applicable railcar bill of lading and the actual API gravity of such Materials in net barrels using the applicable API and ASTM or equivalent standards. Logistics shall, in its reasonable discretion, reconcile such calculation with the quantity indicated by custody transfer

meter to the extent a material discrepancy exists between such calculation and the quantity indicated by custody transfer meter. All quantities shall be adjusted to net gallons at 60° F in accordance with ASTM D-1250 Petroleum Measurement Tables, or the latest revisions thereof. If at any time that such bills of lading are not available, quantities of Materials received at the Rail Offloading Facility shall be measured by custody transfer metering in net barrels using the applicable API and ASTM or equivalent standards. DKTS shall provide Logistics with all reasonable documentation with respect to the volumes loaded or offloaded and throughput at the Rail Offloading Facility, including but not limited to, inspection reports, meter tickets or other similar documentation within three Business Days of completion of train discharge.

(n) Demurrage. Logistics will not pay demurrage, except (i) if such demurrage is the result of Logistics' gross negligence or willful misconduct, or (ii) to the extent caused by Logistics' contractors, subcontractors or agents, and then only up to the amounts Logistics is able to recover from its contractors, subcontractor and/or agents.

Section 3. Custody, Title and Risk of Loss.

(a) Logistics shall have no obligation to measure volume gains and losses and shall have no liability whatsoever for normal course volumetric losses that may result from the loading or offloading and throughput of the Materials at the Rail Offloading Facility, except if such volumetric losses are caused by the gross negligence or willful misconduct of Logistics. Subject to the preceding sentence, DKTS will bear any volumetric gains and losses that may result from the loading or offloading and throughput of the Materials at the Rail Offloading Facility.

(b) Except as provided in Section 3(a), title and the risk of loss or damage to the Materials shall remain at all times with DKTS, subject to any lien in favor of Logistics under Applicable Laws. Logistics will have custody of Materials from (i) the time a railcar containing Materials enters the Rail Offloading Facility and third-party locomotive crew has disembarked from, and Logistics' or a Logistics contractor's locomotive crew has embarked onto, the locomotive used to transfer railcars to the Rail Offloading Facility, until (ii) the offloaded Materials pass through the first pipeline flange connecting the delivery line to the Refinery or loaded Materials pass through the first pipeline flange connecting the Rail Offloading Facility to a rail car leaving the Rail Offloading Facility.

(c) To the extent railcars are damaged and require immediate and/or major repair, and cannot be safely loaded or offloaded at the Rail Offloading Facility, such railcars will be moved to the bad order track at DKTS' sole risk and expense. Logistics will notify DKTS in writing as soon as reasonably practical that damaged railcars have been moved to the bad order track. Once on the bad order track, Logistics will use commercially reasonable efforts to offload and repair or remove such damaged railcars at DKTS' sole risk and expense. Measurements, title, custody, Materials quality and other data associated with the bad order railcars will be coordinated between Logistics and DKTS on a case-by-case basis. If DKTS does not use commercially reasonable efforts to promptly offload and repair or remove damaged railcars on the bad order track, then 30 days after notification has been provided to DKTS, Logistics may (i) remove such railcars from the Rail Offloading Facility to an alternate site at DKTS' sole cost and expense, and (ii) assess DKTS a fee for any railcars remaining on the bad order track. If, at any time the number of materially damaged railcars at the Rail Offloading Facility should exceed the capacity of the bad order track, Logistics shall promptly notify DKTS, and if DKTS does not immediately make suitable arrangements to have sufficient damaged railcars repaired or removed from the Rail Offloading Facility, then Logistics may remove such railcars from the Rail Offloading Facility to an alternate site at DKTS' sole cost and expense.

(d) To the extent railcars are damaged during the loading or offloading of the Materials, DKTS shall not be responsible for any damage to such railcars caused by an act or

omission of Logistics and its Affiliates, or any of its respective employees, representatives, agents or contractors, except to the extent that such damage to or loss of property was caused by the negligence, gross negligence or willful misconduct of DKTS.

Section 4. Force Majeure.

(a) In the event that either Party is rendered unable, wholly or in part, by a Force Majeure event to perform its obligations under this Agreement, then upon the delivery by such Party (the "**Force Majeure Party**") of written notice (a "**Force Majeure Notice**") and full particulars of the Force Majeure event as promptly as practicable after the occurrence of the Force Majeure event relied on, the obligations of the Parties, to the extent they are affected by the Force Majeure event, shall be suspended for the duration of any inability so caused; *provided*, that the obligations of Logistics hereunder may be suspended for a Force Majeure event only to the extent the Force Majeure event specifically applies to the Rail Offloading Facility or the delivery pipeline from the Rail Offloading Facility to the applicable Crude Oil storage tank. Notwithstanding the foregoing, if DKTS is the Force Majeure Party, (i) prior to the third anniversary of the Original Effective Date, DKTS shall be required to continue to make payments for the Throughput Fees for volumes actually loaded or offloaded under this Agreement, which shall not be less than the Minimum Quarterly Throughput Payment and (ii) from and after the third anniversary of the Original Effective Date, DKTS shall be required to continue to make payments for the Throughput Fees for volumes actually delivered under this Agreement (and shall not be required to make any Minimum Quarterly Throughput Payment). If Logistics is the Force Majeure Party, the Minimum Quarterly Throughput Payment shall be subject to adjustment pursuant to Section 9(b). The Force Majeure Party shall identify in such Force Majeure Notice the approximate length of time that it believes in good faith such Force Majeure event shall continue (the "**Force Majeure Period**"). DKTS shall be required to pay any amounts accrued and due under this Agreement at the time of the Force Majeure event. The cause of the Force Majeure event shall so far as possible be remedied with all reasonable dispatch. Prior to the third anniversary of the Original Effective Date, any suspension of the obligations of the Parties under this Section 4(a) as a result of a Force Majeure event that adversely affects Logistics' ability to perform the services it is required to perform under this Agreement shall extend the Term for the same period of time as such Force Majeure event continues (up to a maximum of one year) unless this Agreement is terminated under Section 4(b).

(b) If the Force Majeure Party advises in any Force Majeure Notice that it reasonably believes in good faith that the Force Majeure Period shall continue for more than 12 consecutive months beyond the third anniversary of the Original Effective Date, then at any time after the delivery of such Force Majeure Notice, either Party may deliver to the other Party a notice of termination (a "**Termination Notice**"), which Termination Notice shall become effective not earlier than 12 months after the later to occur of (i) the delivery of the Termination Notice and (ii) the third anniversary of the Original Effective Date; *provided, however*, that such Termination Notice shall be deemed cancelled and of no effect if the Force Majeure Period ends before the Termination Notice becomes effective; *provided*, *further*, that if the Termination Notice relates to a Force Majeure event that affects only a portion of the Rail Offloading Facility, then if and when such Termination Notice becomes effective, the termination effected thereby shall apply only to the obligations hereunder with respect to such portion of Rail Offloading Facility and the Parties shall amend this Agreement as appropriate to reflect such partial termination. Upon the cancellation of any Termination Notice, the Parties' respective obligations hereunder shall resume as soon as reasonably practicable thereafter, and the Term shall be extended by the same period of time as is required for the Parties to resume such obligations. After the third anniversary of the Original Effective Date and following delivery of a Termination Notice, Logistics may terminate this Agreement, to the extent affected by the Force Majeure event, upon 60 days prior written notice to DKTS in order to enter into an agreement to

provide any third party the services provided to DKTS under this Agreement; *provided, however*, that Logistics shall not have the right to terminate this Agreement for so long as DKTS continues to make the Minimum Quarterly Throughput Payments.

Section 5. Effectiveness and Term.

(a) The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall extend through and including June 30, 2031. Thereafter, DKTS shall have a unilateral option to extend this Agreement for an additional period extending through and including June 30, 2036, on the same terms and conditions set forth herein (the "**Renewal Term**"). The Initial Term and the Renewal Term are sometimes referred to collectively herein as the "**Term**." In order to exercise its option to extend this Agreement for the Renewal Term, DKTS shall notify Logistics in writing not less than 12 months prior to the expiration of the Initial Term or the Renewal Term, as applicable.

(b) The Parties may terminate this Agreement prior to the end of the Term (but are under no obligation to do so) (i) as they may mutually agree in writing, (ii) pursuant to a Termination Notice under Section 4(b) or (iii) pursuant to a Suspension Notice under Section 12(b).

(c) Upon expiration or termination of this Agreement, DKTS shall be responsible for removing any remaining Materials of DKTS from the Rail Offloading Facility.

(d) DKTS shall, upon expiration or termination of this Agreement, promptly remove any and all of its owned equipment, if any, and restore the Rail Offloading Facility to its condition prior to the installation of such equipment.

Section 6. Right to Enter into a New Agreement.

In the event that DKTS fails to exercise its option to extend this Agreement for the Renewal Term, Logistics shall have the right to negotiate to enter into one or more new offload and throughput agreements with respect to the Rail Offloading Facility with one or more third parties to begin after the date of termination. In such circumstances, Logistics shall give DKTS 45 days' prior written notice of any proposed new offload and throughput agreement with a third party, including (i) the material terms and conditions thereof (including fee schedules and duration) and (ii) a 45-day period (beginning on DKTS' receipt of such written notice) (the "**First Offer Period**") in which DKTS may enter into a new offload and throughput agreement with Logistics (the "**Right of First Refusal**"). If DKTS makes an offer on commercial terms that are no less favorable, taken as a whole, than the proposed third-party offer with respect to such offload and throughput agreement during the First Offer Period, then Logistics shall be obligated to enter into a offload and throughput agreement with DKTS on the terms set forth in its proposed offer. If DKTS does not exercise its Right of First Refusal in the matter set forth above, Logistics may proceed with the negotiation of and entry into the third-party agreement.

Section 7. Notices.

All notices, requests, demands, and other communications hereunder will be in writing and will be deemed to have been duly given upon confirmation of actual delivery thereof: (a) by transmission by facsimile or hand delivery; (b) mailed via the official governmental mail system, sent first class, postage pre-paid, via certified or registered mail, with a return receipt

requested; (c) mailed by an internationally recognized overnight express mail service such as FedEx, UPS, or DHL Worldwide; or (d) by e-mail. All notices will be addressed to the Parties at the respective addresses as follows:

if to DKTS:

DK Trading & Supply, LLC
c/o Delek US Holdings, Inc.
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: General Counsel

with a copy, which shall not constitute notice, to:

DK Trading & Supply, LLC
c/o Delek US Holdings, Inc.
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: President

if to Logistics:

Delek Logistics Operating, LLC
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: General Counsel

with a copy, which shall not constitute notice, to:

Delek Logistics Operating, LLC
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: Senior Vice President

or to such other address or to such other person as either Party will have last designated by notice to the other Party.

Section 8. Deficiency Payments.

(a) As soon as practicable following the end of each Month, Logistics shall deliver to DKTS a written notice (the "**Deficiency Notice**") detailing any failure of DKTS to meet any of its payment obligations under this Agreement. The Deficiency Notice shall (i) specify in reasonable detail the nature of any payment deficiency and (ii) specify the approximate dollar amount that Logistics believes would have been paid by DKTS to Logistics if DKTS had complied with its payment obligations under this Agreement (the "**Deficiency Payment**"). DKTS shall pay the Deficiency Payment to Logistics 10 days after its receipt of the Deficiency Notice.

(b) If DKTS disagrees with the Deficiency Notice, then, promptly following the payment of any undisputed portion of the Deficiency Payment to Logistics, a senior officer of DKTS and a senior officer of Logistics shall meet or communicate by telephone at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, and shall negotiate in good faith to attempt to resolve any differences that they may have with respect to matters specified in the Deficiency Notice. If such differences are not resolved within 30 days following the payment of any Deficiency Payment, DKTS and Logistics shall, within 45 days following the payment of such Deficiency Payment, submit any and all matters which remain in dispute and which were properly included in the Deficiency Notice to arbitration in accordance with Section 17(l). During the 60-day period following the receipt of the Deficiency Notice, DKTS shall have the right, in accordance with Section 17(n), to inspect and audit the working papers of Logistics relating to such Deficiency Payment.

(c) If it is determined by arbitration in accordance with Section 17(l) that DKTS was required to make any or all of the disputed portion of the Deficiency Payment, DKTS shall promptly pay to Logistics such amount, together with interest thereon from the date provided in the last sentence of Section 8(a) at the Prime Rate, in immediately available funds.

Section 9. Condition and Maintenance of Rail Offloading Facility.

(a) Interruption of Service. Logistics shall use reasonable commercial efforts to minimize the interruption of service at the Rail Offloading Facility. Without limiting the generality of the foregoing, Logistics agrees that it will use reasonable commercial efforts, consistent with good industry standards and practices, to complete (and to cause any third parties to complete) any non-emergency maintenance undertaken by Logistics as promptly as reasonably practicable. Logistics shall inform DKTS at least 60 days in advance (or promptly, in the case of an unplanned interruption) of any anticipated partial or complete interruption of service of the Rail Offloading Facility, including relevant information about the nature, extent, cause and expected duration of the interruption and the actions Logistics is taking to resume full operations, *provided* that Logistics shall not have any liability for any failure to notify, or delay in notifying, DKTS of any such matters except to the extent DKTS has been materially damaged by such failure or delay. Logistics shall provide DKTS with an initial estimate of the period of any non-emergency maintenance and shall regularly update DKTS as to the progress of such maintenance. If Logistics determines that the expected completion date for maintenance has or is likely to change by 30 days or more, it shall promptly notify DKTS of such determination.

(b) Maintenance and Repair Standards. Subject to interruptions for Force Majeure events pursuant to Section 4 and for routine repair and maintenance consistent with industry standards, Logistics shall maintain the Rail Offloading Facility with sufficient aggregate capacity to load, offload and throughput a volume of Materials at least equal to: (i) prior to August 1, 2025, the Minimum Throughput Capacity; and (ii) on and from August 1, 2025, the Minimum Refined Products Throughput Capacity (each, "**Required Minimum Throughput Capacity**"). Logistics shall be under no obligation hereunder to maintain the tracks, locomotives or railcars. Logistics' obligations may be temporarily suspended during the occurrence of, and for the entire duration of, a Force Majeure event or interruptions for routine repair and maintenance consistent with industry standards that prevent Logistics from providing the Required Minimum Throughput Capacity. To the extent DKTS is prevented for 30 or more days in any Contract Year from delivering volumes for load, offload and throughput equal to the full Required Minimum Throughput Capacity for reasons of Force Majeure or other interruption of service (but not including interruptions of service due to a default by DKTS under this Agreement), in each case to the extent affecting the facilities or assets of Logistics, then the Minimum Quarterly Throughput Payment shall be calculated as follows:

$$\left[\left(1-\left(\frac{\textit{Minimum Heavy Crude Throughput Capacity}-\textit{Actual Heavy Crude Throughput Capacity}}{(\textit{Minimum Heavy Crude Throughput Capacity})}\right)\right)\times \textit{Minimum Heavy Crude Throughput}\times \textit{Heavy Crude Throughput Fee} * \left(\frac{365}{4}\right)\right]+$$

$$\left[\left(1-\left(\frac{\textit{Minimum Light Crude Throughput Capacity}-\textit{Actual Light Crude Throughput Capacity}}{\textit{Minimum Light Crude Throughput Capacity}}\right)\right)\times \textit{Minimum Light Crude Throughput Volume}\times \textit{Light Crude Throughput Fee}\times \left(\frac{365}{4}\right)\right]+$$

$$\left[\left(1-\left(\frac{\textit{Minimum Refined Products Throughput Capacity}-\textit{Actual Refined Products Throughput Capacity}}{\textit{Minimum Refined Products Throughput Capacity}}\right)\right)\times \textit{Minimum Refined Products Throughput Volume}\times \textit{Refined Products Throughput Fee}\times \left(\frac{365}{4}\right)\right]$$

This reduction to the Minimum Quarterly Throughput Payment occurs regardless of whether actual throughput prior to the reduction was below the Required Minimum Throughput Capacity. At such time as Logistics is capable of loading, offloading and throughputting volumes equal to the full Required Minimum Throughput Capacity for an entire Month, DKTS' obligation to make the full Minimum Quarterly Throughput Payment shall be restored. If for any reason, including, without limitation, a Force Majeure event, the throughput of the Rail Offloading Facility should fall below the Required Minimum Throughput Capacity, (i) such failure, in and of itself, shall not be deemed a breach of this Agreement, (ii) subject to Section 5(b), DKTS' sole remedy will be for an adjustment to the Minimum Quarterly Throughput Payment and (iii) Logistics shall, with due diligence and dispatch, make repairs to the Rail Offloading Facility to restore the capacity of the Rail Offloading Facility to that required for throughput of the Required Minimum Throughput Capacity ("Restoration"). Except as provided below in Section 9(c), all of such Restoration shall be at Logistics' cost and expense, unless the damage creating the need for such repairs was caused by the negligence or willful misconduct of DKTS, its employees, agents or customers.

(c) Capacity Resolution. In the event of the failure of Logistics to maintain the Rail Offloading Facility with sufficient capacity to load, offload and throughput the Required Minimum Throughput Capacity, then either Party shall have the right to call a meeting between executives of both Parties by providing at least two Business Days' advance written notice. Any such meeting shall be held at a mutually agreeable location and attended by executives of both Parties each having sufficient authority to commit his or her respective Party to a Capacity Resolution (hereinafter defined). At the meeting, the Parties will negotiate in good faith with the objective of reaching a joint resolution for the Restoration which will, among other things, specify steps to be taken by Logistics to fully accomplish the Restoration and the deadlines by which the Restoration must be completed (the "**Capacity Resolution**"). Without limiting the generality of the foregoing, the Capacity Resolution shall set forth an agreed upon time schedule for the Restoration activities. Such time schedule shall be reasonable under the circumstances, consistent with applicable industry standards and shall take into consideration Logistics' economic considerations relating to costs of the repairs and DKTS' requirements concerning its refining and marketing operations. Logistics shall use commercially reasonable efforts to continue to provide load, offload and throughput of DKTS' Materials, to the extent the Rail Offloading Facility has the capability of doing so, during the period before Restoration is completed. In the event that DKTS' economic considerations justify incurring additional costs

to complete the Restoration in a more expedited manner than the time schedule determined in accordance with the preceding sentence, DKTS may require Logistics to expedite the Restoration to the extent reasonably possible, subject to DKTS' payment, in advance, of the estimated incremental costs to be incurred as a result of the expedited time schedule. In the event the Parties agree to an expedited Restoration plan wherein DKTS agrees to fund a portion of the Restoration cost, then neither Party shall have the right to terminate this Agreement pursuant to Section 4(b) above so long as such Restoration is completed with due diligence and dispatch, and DKTS shall pay its portion of the Restoration cost to Logistics in advance based on a good faith estimate based on reasonable engineering standards. Upon completion, DKTS shall pay the difference between the actual portion of Restoration costs to be paid by DKTS pursuant to this Section 9(c) and the estimated amount paid under the preceding sentence within 30 days after receipt of Logistics' invoice therefor, or, if appropriate, Logistics shall pay DKTS the excess of the estimate paid by DKTS over Logistics' actual costs as previously described within 30 days after completion of the Restoration.

(d) Product Quality. DKTS shall not deliver to the Rail Offloading Facility any Materials which: (i) would in any way be injurious to the Rail Offloading Facility or the Refinery; (ii) may not be lawfully loaded, offloaded or throughput in such facilities; (iii) would render such facilities unfit for proper storage or handling of similar Materials; or (iv) would not meet all relevant ASTM specifications, Applicable Laws and applicable railroad requirements for the shipment thereof.

(e) Contamination. Logistics agrees that the Rail Offloading Facility used to provide services hereunder shall be in a condition generally acceptable within the industry and capable of handling the Materials without contaminating them.

(f) Subject to DKTS' obligations under the other Transaction Agreements, Logistics shall, at its sole cost and expense, take all (or cause to be taken) actions reasonably necessary or appropriate to obtain, apply for, maintain, monitor, renew, and/or modify as appropriate, any license authorization, certification, filing, recording, permit, waiver, exception, variance, franchise, order or other approval with or of any Governmental Authority pertaining or relating to the operation of the Rail Offloading Facility (the "**Required Permits**") as presently operated. Logistics shall not do anything in connection with the performance of its obligations under this Agreement that causes a termination or suspension of the Required Permits.

(g) For the avoidance of doubt, the parties acknowledge that the Rail Offloading Facility is subject to certain restrictions in the Omnibus Agreement.

(h) Subject to the provisions of Sections 9(a), 9(b) and 9(c), Logistics will maintain and operate the Rail Offloading Facility in good working order and repair and serviceable condition in accordance with generally accepted industry standards and in compliance with all Applicable Law. Subject to the other Transaction Agreements, Logistics shall have sole responsibility for performing all load, offload and throughput services under this Agreement. Logistics shall not be responsible for any damage to railcars or track switching equipment in performing services hereunder, unless and to the extent such damages are the result of Logistics' gross negligence or willful misconduct.

(i) Additional Documentation. Logistics agrees that it shall provide DKTS:

(i) With a true and complete copy of the policies and procedures that Logistics maintains, as from time to time in effect, with respect to the periodic inspection and cleaning of tanks and pipelines; and

(ii) On an annual basis, and at such other times as reasonably requested by DKTS, evidence in customary form of Logistics' adherence to the policies and procedures referred to in clause (i) above.

Section 10. Load, Offload, Throughput and Handling Services

(a) Logistics agrees to keep the Rail Offloading Facility open for receipt of DKTS' Materials at such times as the Parties agree from time to time.

(b) From time to time during the Term, Logistics shall perform such additional load, offload, throughput, handling and measuring services agreed by the Parties from time to time (collectively, "**Additional Services**"). If any Additional Services are requested by DKTS, then the Parties shall negotiate in good faith to determine whether such Additional Services shall be provided and the appropriate rates to be charged for such Additional Services.

(c) DKTS may, in its discretion, provide written instructions relating to specific Additional Services it is requesting or provide standing written instructions relating to ongoing Additional Services. DKTS may, at any time on reasonable prior notice, revoke or modify any instruction it has previously given, whether such previous instructions relate to a specific Additional Service or are instructions relating to an ongoing Additional Service or Services. Logistics shall not be required to perform any requested Additional Services that Logistics reasonably believes violate Applicable Law or will materially adversely interfere with, or be detrimental to, the operation of the Rail Offloading Facility or Refinery.

Section 11. [Reserved]

Section 12. Suspension of Refinery Operations

(a) DKTS shall inform Logistics at least 60 days in advance (or promptly, in the case of an unplanned interruption) of any anticipated partial or complete interruption of operations of the Refinery, including relevant information about the nature, extent, cause and expected duration of the interruption and the actions DKTS is taking to resume full operations, *provided* that DKTS shall not have any liability for any failure to notify, or delay in notifying, Logistics of any such matters except to the extent Logistics has been materially damaged by such failure or delay.

(b) From and after the second anniversary of the Original Effective Date, in the event that Lion Oil decides to permanently or indefinitely suspend refining operations at the Refinery for a period that shall continue for at least 12 consecutive months, DKTS may provide written notice to Logistics of DKTS' intent to terminate this Agreement (the "**Suspension Notice**"). Such Suspension Notice shall be sent at any time (but not prior to the second anniversary of the Original Effective Date) after DKTS has notified Logistics of such suspension and, upon the expiration of the period of 12 months (which may run concurrently with the 12-month period described in the immediately preceding sentence) following the date such notice is sent (the "**Notice Period**"), this Agreement shall terminate. If DKTS notifies Logistics, more than two months prior to the expiration of the Notice Period, of Lion Oil's intent to resume operations at the Refinery, then the Suspension Notice shall be deemed revoked and this Agreement shall continue in full force and effect as if such Suspension Notice had never been delivered. Subject to Section 4(a) and Section 12(c), during the Notice Period, DKTS shall remain liable for Deficiency Payments. During the Notice Period, Logistics may terminate this Agreement upon 60 days' prior written notice to DKTS in order to enter into an agreement to provide any third party the services provided to DKTS under this Agreement; *provided, however*, that Logistics shall not have the right to terminate this Agreement for so long as DKTS continues to make Deficiency Payments.

(c) If refining operations at the Refinery are suspended for any reason (including refinery turnaround operations and other scheduled maintenance), then DKTS shall remain liable for Deficiency Payments under this Agreement for the duration of the suspension, unless and until this Agreement is terminated as provided above. DKTS shall provide at least 30 days' prior written notice of any suspension of operations at the Refinery due to a planned turnaround or scheduled maintenance, *provided* that DKTS shall not have any liability for any failure to notify, or delay in notifying, Logistics of any such suspension except to the extent Logistics has been materially damaged by such failure or delay.

Section 13. Regulatory Matters

(a) The Parties are entering into this Agreement in reliance upon and shall comply in all material respects with all Applicable Law which directly or indirectly affects the services provided hereunder. Each Party shall be responsible for compliance with all Applicable Law associated with such Party's respective performance hereunder and the operation of such Party's facilities. In the event any action or obligation imposed upon a Party under this Agreement shall at any time be in conflict with any requirement of Applicable Law, then this Agreement shall immediately be modified to conform the action or obligation so adversely affected to the requirements of the Applicable Law, and all other provisions of this Agreement shall remain effective.

(b) If during the Term, any new Applicable Law becomes effective or any existing Applicable Law or its interpretation is materially changed, which change is not addressed by another provision of this Agreement and which has a material adverse economic impact upon Logistics, Logistics, acting in good faith, shall have the option to request renegotiation of the relevant provisions of this Agreement with respect to future performance. The Parties shall then meet to negotiate in good faith amendments to this Agreement that will conform to the new Applicable Law while preserving the Parties' economic, operational, commercial and competitive arrangements in accordance with the understandings set forth herein.

(c) If during the Term, Logistics is required, under Applicable Law, to file one or more tariffs with any Governmental Authority, in order to provide services under this Agreement, DKTS hereby agrees that, if the services to be provided under such tariff or tariffs is provided in conformance with this Agreement, including but not limited to the rates provided hereunder, DKTS will not oppose, or assist any other party in opposing, the filing of such tariff or tariffs.

Section 14. Indemnification

(a) Logistics shall defend, indemnify and hold harmless DKTS, its Affiliates, and their respective directors, officers, employees, representatives, agents, contractors, successors and permitted assigns (collectively, the "**DKTS Indemnitees**") from and against any Liabilities directly or indirectly arising out of (i) any breach by Logistics of any covenant or agreement contained herein or made in connection herewith or any representation or warranty of Logistics made herein or in connection herewith proving to be false or misleading, (ii) any failure by Logistics, its Affiliates or any of their respective employees, representatives, agents or contractors to comply with or observe any Applicable Law, or (iii) injury, disease, or death of any Person or damage to or loss of any property, fine or penalty, any of which is caused by Logistics, its Affiliates or any of their respective employees, representatives, agents or contractors in the exercise of any of the rights granted hereunder or the handling, storage, transportation or disposal of any Materials hereunder, or the operation of locomotives, railcars or track switching equipment in connection herewith, except to the extent that such injury, disease, death, or damage to or loss of property was caused by the gross negligence or willful misconduct on the part of the DKTS Indemnitees, their Affiliates or any of their respective employees,

representatives, agents or contractors. Notwithstanding the foregoing, Logistics' liability to the DKTS Indemnitees pursuant to this Section 14(a) shall be net of any insurance proceeds actually received by the DKTS Indemnitees or any of their respective Affiliates from any third Person with respect to or on account of the damage or injury which is the subject of the indemnification claim. DKTS agrees that it shall, and shall cause the other DKTS Indemnitees to, (x) use all commercially reasonable efforts to pursue the collection of all insurance proceeds to which any of the DKTS Indemnitees are entitled with respect to or on account of any such damage or injury, (y) notify Logistics of all potential claims against any third Person for any such insurance proceeds, and (z) keep Logistics fully informed of the efforts of the DKTS Indemnitees in pursuing collection of such insurance proceeds.

(b) DKTS shall defend, indemnify and hold harmless Logistics, its Affiliates, and their respective directors, officers, employees, representatives, agents, contractors, successors and permitted assigns (collectively, the "**Logistics Indemnitees**") from and against any Liabilities directly or indirectly arising out of (i) any breach by DKTS of any covenant or agreement contained herein or made in connection herewith or any representation or warranty of DKTS made herein or in connection herewith proving to be false or misleading, (ii) any failure by DKTS, its Affiliates or any of their respective employees, representatives, agents (including, for the avoidance of doubt, railroad personnel to the extent acting as agents for DKTS and its Affiliates) or contractors to comply with or observe any Applicable Law, or (iii) injury, disease, or death of any person or damage to or loss of any property, fine or penalty, any of which is caused by DKTS, its Affiliates or any of their respective employees, representatives, agents (including, for the avoidance of doubt, railroad personnel to the extent acting as agents for DKTS and its Affiliates) or contractors in the exercise of any of the rights granted hereunder or the handling, storage, transportation or disposal of any Materials hereunder, or the operation of locomotives, railcars or track switching equipment in connection herewith, except to the extent that such injury, disease, death, or damage to or loss of property was caused by the gross negligence or willful misconduct on the part of the Logistics Indemnitees, their Affiliates or any of their respective employees, representatives, agents or contractors. Notwithstanding the foregoing, DKTS' liability to the Logistics Indemnitees pursuant to this Section 14(b) shall be net of any insurance proceeds actually received by the Logistics Indemnitees or any of their respective Affiliates from any third Person with respect to or on account of the damage or injury which is the subject of the indemnification claim. Logistics agrees that it shall, and shall cause the other Logistics Indemnitees to, (x) use all commercially reasonable efforts to pursue the collection of all insurance proceeds to which any of the Logistics Indemnitee s are entitled with respect to or on account of any such damage or injury, (y) notify DKTS of all potential claims against any third Person for any such insurance proceeds, and (z) keep DKTS fully informed of the efforts of the Logistics Indemnitees in pursuing collection of such insurance proceeds.

(c) THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF THE INDEMNIFIED PARTIES (EXCLUDING, IN THE CASE OF SECTION 14(a)(iii) AND SECTION 14(b)(iii), GROSS NEGLIGENCE OR WILLFUL MISCONDUCT).

(d) The Transaction Agreements contain additional indemnity provisions. The indemnities contained in this Section 14 are in addition to and not in lieu of the indemnity provisions contained in the Transaction Agreements. Any indemnification obligation of DKTS to the Logistics Indemnitees on the one hand, or Logistics to the DKTS Indemnitees on the other hand, pursuant to this Section 14 shall be reduced by an amount equal to any indemnification recovery by such indemnitees pursuant to the other Transaction Agreements to the extent that

such other indemnification recovery arises out of the same event or circumstance giving rise to the indemnification obligation of DKTS or Logistics, respectively, hereunder.

Section 15. Limitation on Damages

Notwithstanding anything to the contrary contained herein, neither Party shall be liable or responsible to the other Party or such other Party's affiliated Persons for any consequential, punitive, special, incidental or exemplary damages, or for loss of profits or revenues (collectively referred to as "**Special Damages**") incurred by such Party or its affiliated Persons that arise out of or relate to this Agreement, regardless of whether any such claim arises under or results from contract, tort, or strict liability; *provided* that the foregoing limitation is not intended and shall not affect Special Damages imposed in favor of unaffiliated Persons that are not Parties to this Agreement; *provided further* that to the extent a Party hereunder receives insurance proceeds with respect to Special Damages that would be waived under this Section 15, such Party shall be liable for such Special Damages up to the amount of such insurance proceeds (net of any deductible and premiums paid with respect thereto).

Section 16. [Reserved]

Section 17. Miscellaneous

(a) Modification; Waiver. This Agreement may be terminated, amended or modified only by a written instrument executed by the Parties. Any of the terms and conditions of this Agreement may be waived in writing at any time by the Party entitled to the benefits thereof. No waiver of any of the terms and conditions of this Agreement, or any breach thereof, will be effective unless in writing signed by a duly authorized individual on behalf of the Party against which the waiver is sought to be enforced. No waiver of any term or condition or of any breach of this Agreement will be deemed or will constitute a waiver of any other term or condition or of any later breach (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

(b) Entire Agreement. This Agreement, together with the Transaction Agreements, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the Parties in connection therewith.

(c) Successors and Assigns.

(i) DKTS shall not assign its rights or obligations hereunder without Logistics' consent; *provided, however*, that (1) DKTS may assign this Agreement without Logistics' consent in connection with a sale by Lion Oil of all or substantially all of the Refinery, including by merger, equity sale, asset sale or otherwise, so long as the transferee: (A) agrees to assume all of DKTS' obligations under this Agreement and (B) is financially and operationally capable of fulfilling the terms of this Agreement, which determination shall be made by DKTS in its reasonable judgment; and (2) DKTS shall be permitted to make a collateral assignment of this Agreement solely to secure financing for Delek US and its Affiliates.

(ii) Logistics shall not assign its rights or obligations under this Agreement without the consent of DKTS; *provided, however*, that (1) Logistics may assign this Agreement without such consent in connection with a sale by Logistics of all or substantially all of the Rail Offloading Facility, including by merger, equity sale, asset

sale or otherwise, so long as the transferee: (A) agrees to assume all of Logistics' obligations under this Agreement; (B) is financially and operationally capable of fulfilling the terms of this Agreement, which determination shall be made by Logistics in its reasonable judgment; and (C) is not a competitor of DKTS, as determined by DKTS in good faith; and (2) Logistics shall be permitted to make a collateral assignment of this Agreement solely to secure financing for the Partnership and its Affiliates.

(iii) Any assignment that is not undertaken in accordance with the provisions set forth above shall be null and void *ab initio*. A Party making any assignment shall promptly notify the other Party of such assignment, regardless of whether consent is required.

(iv) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

(v) The Parties' obligations hereunder shall not terminate in connection with a Partnership Change of Control; *provided, however*, that in the case of a Partnership Change of Control, DKTS shall have the option to extend the Term of this Agreement as provided in Section 5, without regard to the notice periods provided in the fourth sentence of Section 5(a). Logistics shall provide DKTS with notice of any Partnership Change of Control at least 60 days prior to the effective date thereof.

(d) Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the Parties hereto, each of which counterparts will be deemed an original, but all of which counterparts together will constitute one and the same agreement.

(e) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be valid and effective under Applicable Law, but if any provision of this Agreement or the application of any such provision to any person or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision hereof, and the Parties will negotiate in good faith with a view to substitute for such provision a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

(f) No Inducement. No promise, representation or inducement has been made by any of the Parties that is not embodied in this Agreement, and none of the Parties shall be bound by or liable for any alleged representation, promise or inducement not so set forth.

(g) Time of the Essence. Time is of the essence with respect to all aspects of each Party's performance of any obligations under this Agreement.

(h) No Third Party Beneficiaries. It is expressly understood that the provisions of this Agreement do not impart enforceable rights in anyone who is not a Party or successor or permitted assignee of a Party.

(i) Choice of Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state.

(j) Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory Party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or

appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

(k) Survival. All audit rights, payment, confidentiality and indemnification obligations and obligations under this Agreement shall survive the expiration or termination of this Agreement.

(l) Arbitration Provision. Any and all Disputes, other than actions seeking solely injunctive relief to prevent immediate harm, shall be resolved through the use of binding arbitration using three arbitrators, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code). If there is any inconsistency between this Section 17(l) and the Commercial Arbitration Rules or the Federal Arbitration Act, the terms of this Section 17(l) will control the rights and obligations of the Parties. Arbitration must be initiated within the time limits set forth in this Agreement, or if no such limits apply, then within a reasonable time or the time period allowed by the applicable statute of limitations. Arbitration may be initiated by a Party ("**Claimant**") serving written notice on the other Party ("**Respondent**") that the Claimant elects to refer the Dispute to binding arbitration. Claimant's notice initiating binding arbitration must identify the arbitrator Claimant has appointed. The Respondent shall respond to Claimant within 30 days after receipt of Claimant's notice, identifying the arbitrator Respondent has appointed. If the Respondent fails for any reason to name an arbitrator within the 30-day period, Claimant shall petition the American Arbitration Association for appointment of an arbitrator for Respondent's account. The two arbitrators so chosen shall select a third arbitrator within 30 days after the second arbitrator has been appointed. The Claimant will pay the compensation and expenses of the arbitrator named by or for it, and the Respondent will pay the compensation and expenses of the arbitrator named by or for it. The costs of petitioning for the appointment of an arbitrator, if any, shall be paid by Respondent. The Claimant and Respondent will each pay one-half of the compensation and expenses of the third arbitrator. All arbitrators must (i) be neutral parties who have never been officers, directors or employees of DKTS, Logistics or any of their Affiliates and (ii) have not less than seven years of experience in the energy industry. The hearing will be conducted in Houston, Texas and commence within 30 days after the selection of the third arbitrator. DKTS, Logistics and the arbitrators shall proceed diligently and in good faith in order that the award may be made as promptly as possible. Except as provided in the Federal Arbitration Act, the decision of the arbitrators will be binding on and non-appealable by the Parties hereto. The arbitrators shall have no right to grant or award Special Damages.

(m) Confidentiality.

(i) Obligations. Each Party shall use commercially reasonable efforts to retain the other Party's Confidential Information in confidence and not disclose the same to any third party nor use the same, except as authorized by the disclosing Party in writing or as expressly permitted in this Section 17(m). Each Party further agrees to take the same care with the other Party's Confidential Information as it does with its own, but in no event less than a reasonable degree of care.

(ii) Required Disclosure. Notwithstanding Section 17(m)(i) above, if the receiving Party becomes legally compelled to disclose the Confidential Information by a court, Governmental Authority or Applicable Law, including the rules and regulations of the Securities and Exchange Commission, or is required to disclose pursuant to the rules and regulations of any national securities exchange upon which the receiving Party or its parent entity is listed, any of the disclosing Party's Confidential Information, the receiving Party shall promptly advise the disclosing Party of such requirement to disclose Confidential Information as soon as the receiving Party becomes aware that such a

requirement to disclose might become effective, in order that, where possible, the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. The receiving Party shall disclose only that portion of the disclosing Party's Confidential Information that it is required to disclose and shall cooperate with the disclosing Party in allowing the disclosing Party to obtain such protective order or other relief.

(iii) Return of Information. Upon written request by the disclosing Party, all of the disclosing Party's Confidential Information in whatever form shall be returned to the disclosing Party upon termination of this Agreement or destroyed with destruction certified by the receiving Party, without the receiving Party retaining copies thereof except that one copy of all such Confidential Information may be retained by a Party's legal department solely to the extent that such Party is required to keep a copy of such Confidential Information pursuant to Applicable Law, and the receiving Party shall be entitled to retain any Confidential Information in the electronic form or stored on automatic computer backup archiving systems during the period such backup or archived materials are retained under such Party's customary procedures and policies; *provided, however*, that any Confidential Information retained by the receiving Party shall be maintained subject to confidentiality pursuant to the terms of this Section 17(m), and such archived or back-up Confidential Information shall not be accessed except as required by Applicable Law.

(iv) Receiving Party Personnel. The receiving Party will limit access to the Confidential Information of the disclosing Party to those of its employees, attorneys and contractors that have a need to know such information in order for the receiving Party to exercise or perform its rights and obligations under this Agreement (the "**Receiving Party Personnel**"). The Receiving Party Personnel who have access to any Confidential Information of the disclosing Party will be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. Any third party contractors that are given access to Confidential Information of a disclosing Party pursuant to the terms hereof shall be required to sign a written agreement pursuant to which such Receiving Party Personnel agree to be bound by the provisions of this Agreement, which written agreement will expressly state that it is enforceable against such Receiving Party Personnel by the disclosing Party.

(v) Survival. The obligation of confidentiality under this Section 17(m) shall survive the termination of this Agreement for a period of two years.

(n) Audit and Inspection. During the Term, DKTS and its duly authorized agents and/ or representatives, upon reasonable notice and during normal working hours, shall have access to the accounting records and other documents maintained by Logistics, or any of Logistics' contractors and agents, which relate to this Agreement, and shall have the right to audit such records at any reasonable time or times during the Term of this Agreement and for a period of up to two years after termination of this Agreement. Claims as to shortage in quantity or defects in quality shall be made by written notice within 30 days after the delivery in question or shall be deemed to have been waived. The right to inspect or audit such records shall survive termination of this Agreement for a period of two years following the end of the Term. Logistics shall preserve, and shall cause all contractors or agents to preserve, all of the aforesaid documents for a period of at least two years from the end of the Term.

(o) Special Provisions Regarding Rack Unavailability. In the event that either the north rack or the south rack of the Rail Offloading Facility becomes unavailable because of a claim by a third party that, at the Effective Date, DKTS did not have a valid lease, access agreement, easement or similar agreement to permit access by the Parties to the premises upon

which such rack is located, then (regardless of whether any Logistics Indemnitee incurs any Liabilities as a result of such claim), for the duration of such unavailability, each of the Minimum Heavy Crude Throughput Capacity, the Minimum Heavy Crude Throughput Volume, the Minimum Light Crude Throughput Capacity, the Minimum Light Crude Throughput Volume, the Minimum Refined Products Throughput Capacity, the Minimum Refined Products Throughput Volume and the Minimum Quarterly Throughput Payment shall be reduced by multiplying such amount by a fraction, (i) the numerator of which is 20 and the denominator of which is 38, if the Parties cannot access the south rack, or (ii) the numerator of which is 18 and the denominator of which is 38, if the Parties cannot access the north rack. This Section 17(o) shall not reduce any indemnification provided under the Purchase Agreement.

[*Remainder of page intentionally left blank. Signature page follows.*]

WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

DELEK LOGISTICS OPERATING, LLC

By:/s/ Reuven Spiegel
Name: Reuven Spiegel
Title: EVP, DKL

DK TRADING & SUPPLY, LLC

By:/s/ Patrick Reilly
Name: Patrick Reilly
Title: EVP and Chief Commercial Officer

Signature Page to Second Amended and Restated Throughput Agreement
(El Dorado Rail Offloading Facility)

Exhibit 10.5

Execution Version

ASSET PURCHASE AGREEMENT

(El Dorado Rail Offloading Facility)

among

DELEK LOGISTICS OPERATING, LLC

as Seller

and

LION OIL COMPANY, LLC

as Buyer

Dated as of May 1, 2025

(To be Effective May 1, 2025)

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ASSET PURCHASE AGREEMENT

(El Dorado Rail Offloading Facility)

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") dated as of May 1, 2025, to be effective as of May 1, 2025 (the "**Effective Date**"), is made and entered into by and among Delek Logistics Operating, LLC, a Delaware limited liability company (the "**Seller**") and Lion Oil Company, LLC (formerly known as Lion Oil Company, Inc) ("**Lion**" or the "**Buyer**"). Seller and Buyer are sometimes referred to in this Agreement as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Buyer is the owner of a refinery and other related assets near El Dorado, Arkansas (the "**El Dorado Refinery**");

WHEREAS, Seller acquired the Rail Offloading Facility (as that term is hereinafter defined), which is adjacent to the El Dorado Refinery pursuant to that certain Asset Purchase Agreement (El Dorado Rail Offloading Facility) dated March 31, 2015 (the "**2015 Purchase Agreement**"), by and among Seller, Lion, Lion Oil Trading & Transportation, LLC ("**LOTT**") and, for limited purposes set forth therein, Delek US Holdings, Inc., a Delaware corporation ("**Delek US**");

WHEREAS, at closing of the 2015 Purchase Agreement: (i) Seller and Lion entered into that certain Lease and Access Agreement (El Dorado Rail Offloading Facility) dated March 31, 2015 (the "**Lease and Access Agreement**"); (ii) Seller, LOTT and Lion entered into that certain Throughput Agreement (El Dorado Rail Offloading Facility) dated March 31, 2015 (the "Original **Rail Offloading Agreement**"); (iii) Seller and Lion entered into that certain Amended and Restated Site Services Agreement (El Dorado Terminal and Tankage and Rail Offloading Facility) dated March 31, 2015 (the "**Site Services Agreement**"); (iv) Seller, Lion and J. Christy Construction Co., Inc., an Arkansas Corporation, entered into that certain Right-of-Way and License Agreement dated March 31, 2015 (the "**Right of Way Agreement**"); and (v) Delek Logistics GP, LLC, a Delaware limited liability company (the "**General Partner**") and Lion entered into that certain that certain Amended and Restated Secondment Agreement dated March 31, 2015 (the "**Secondment Agreement**");

Whereas, the Original Rail Offloading Agreement was subsequently amended and restated by that certain Amended and Restated Throughput Agreement dated December 30, 2024 by Seller and DKTS (the "**First A&R Rail Offloading Agreement**"), and the First A&R Rail Offloading Agreement was amended and restated by the Second Amended and Restated Throughput Agreement dated even date herewith, by Seller and DKTS (the "**Second A&R Rail Offloading Agreement,**" together with the Lease and Access Agreement, Site Services Agreement and Right of Way Agreement, and the Secondment Agreement, the "**Original Transaction Documents**"); and

WHEREAS, pursuant to the terms of this Agreement: (i) Buyer intends to purchase, and Seller intends to sell, certain assets associated with the rail facility; and (ii) the Parties intend to terminate the Original Transaction Documents at the Closing (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINED TERMS

1.1 Defined Terms. Unless the context expressly requires otherwise, the respective terms defined in this Section 1.1 shall, when used in this Agreement, have the respective meanings herein specified, with each such definition to be equally applicable both to the singular and the plural forms of the term so defined.

"**2015 Purchase Agreement**" has the meaning set forth in the recitals.

"**Action**" means any claim, action, suit, investigation, inquiry, proceeding, condemnation or audit by or before any court or other Governmental Authority or any arbitration proceeding.

"**Affiliate**" means, with to respect to a specified Person, any other Person controlling, controlled by or under common control with that first Person. As used in this definition, the term "control" includes (i) with respect to any Person having voting securities or the equivalent and elected directors, managers or Persons performing similar functions, the ownership of or power to vote, directly or indirectly, voting securities or the equivalent representing 50% or more of the power to vote in the election of directors, managers or Persons performing similar functions, (ii) ownership of 50% or more of the equity or equivalent interest in any Person and (iii) the ability to direct the business and affairs of any Person by acting as a general partner, manager or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, Delek US and its subsidiaries (other than the General Partner and the Partnership and its subsidiaries), including the Buyer, on the one hand, and the General Partner and the Partnership and its subsidiaries, including the Seller, on the other hand, shall not be considered Affiliates of each other.

"**Agreement**" has the meaning set forth in the preamble.

"**Ancillary Documents**" means, collectively, the Buyer Ancillary Documents and the Seller Ancillary Documents.

"**Applicable Law**" means any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, decree, Permit, requirement, or other governmental restriction or any similar form of decision of, or any provision or condition issued under any of the foregoing by, or any determination by any Governmental Authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect and in each case as amended (including, without limitation, all of the terms and provisions of the common law of such Governmental Authority), as interpreted and enforced at the time in question, including Environmental Law.

"**Bill of Sale**" has the meaning set forth in Section 4.2(b).

"**Books and Records**" has the meaning set forth in Section 2.2(b).

"**Business Day**" means any day, other than Saturday or Sunday, on which banks are open for business in Nashville, Tennessee.

"**Buyer**" has the meaning set forth in the preamble.

"**Buyer Ancillary Documents**" means each agreement, document, instrument or certificate to be delivered by the Buyer, or its Affiliates, at the Closing pursuant to Section 4.3 hereof and each other document or Contract entered into by the Buyer, or its Affiliates, in connection with this Agreement or the Closing.

"**Buyer Indemnified Costs**" means (a) any and all damages, losses, Claims, liabilities, demands, charges, suits, penalties, costs, and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) that the Buyer Indemnified Parties incur and that arise out of or relate to (x) any breach of a representation, warranty or covenant of the Seller under this Agreement, or (y) any Excluded Liability, and (b) any and all Actions, Claims, assessments, judgments, costs, and expenses, including reasonable legal fees and expenses, incident to any of the foregoing. Notwithstanding anything in the foregoing to the contrary, Buyer Indemnified Costs shall exclude any and all Special Damages (other than those that are a result of (x) a third-party claim for Special Damages or (y) the gross negligence or willful misconduct of the Seller).

"**Buyer Indemnified Parties**" means Buyer and its Affiliates, including Delek US, and their respective officers, directors, partners, managers, employees, consultants and Affiliated equity holders.

"**Claim**" means any existing or threatened future claim, demand, suit, action, investigation, proceeding, governmental action, condemnation, audit or cause of action of any kind or character (in each case, whether civil, criminal, investigative or administrative), known or unknown, under any theory, including those based on theories of contract, tort, statutory liability, strict liability, employer liability, premises liability, products liability, breach of warranty or malpractice.

"**Claimant**" has the meaning set forth in Section 11.5.

"**Closing**" has the meaning set forth in Section 4.1.

"**Closing Date**" has the meaning set forth in Section 4.1.

"**Confidential Information**" means all information, documents, records and data that a Party furnishes or otherwise discloses to the other Party (including any such items furnished prior to the execution of this Agreement), together with all analyses, compilations, studies, memoranda, notes or other documents, records or data (in whatever form maintained, whether documentary, computer or other electronic storage or otherwise) prepared by the receiving Party which contain or otherwise reflect or are generated from such information, documents, records and data; *provided, however*, that the term "**Confidential Information**" does not include any information that (a) at the time of disclosure or thereafter is or becomes generally available to or

known by the public (other than as a result of a disclosure by the receiving Party), (b) is developed by the receiving Party without reliance on any Confidential Information or (c) is or was available to the receiving Party on a nonconfidential basis from a source other than the disclosing Party that, insofar as is known to the receiving Party after reasonable inquiry, is not prohibited from transmitting the information to the recipient by a contractual, legal or fiduciary obligation to the disclosing Party.

"**Consents**" means all notices to, authorizations, consents, Orders or approvals of, or registrations, declarations or filings with, or expiration of waiting periods imposed by, any Governmental Authority, and any notices to, consents or approvals of any other third party, in each case that are required by Applicable Law or by Contract in order to consummate the transactions contemplated by this Agreement and the Ancillary Documents.

"**Contract**" means any written contract, agreement, indenture, instrument, note, bond, loan, lease, mortgage, franchise, license agreement, purchase order, binding bid or offer, binding term sheet or letter of intent or memorandum, binding commitment, letter of credit or any other legally binding arrangement, including any amendments or modifications thereof and waivers relating thereto.

"**Delayed Asset**" has the meaning set forth in Section 7.6(a).

"**Delek US**" has the meaning set forth in the recitals.

"**Dispute**" means any and all disputes, Claims, controversies and other matters in question between Seller, on the one hand, and the Buyer, on the other hand, arising out of or relating to this Agreement or the alleged breach hereof, or in any way relating to the subject matter of this Agreement regardless of whether (a) allegedly extra-contractual in nature, (b) sounding in contract, tort or otherwise, (c) provided for by Applicable Law or otherwise or (d) seeking damages or any other relief, whether at law, in equity or otherwise.

"**DKTS**" means DK Trading & Supply, LLC, successor by merger to Lion Oil Trading & Transportation, LLC.

"**Effective Date**" has the meaning set forth in the preamble.

"**Effective Time**" has the meaning set forth in Section 4.1.

"**El Dorado Refinery**" has the meaning set forth in the recitals.

"**Encumbrance**" means any mortgage, pledge, charge, hypothecation, claim, easement, right of purchase, security interest, deed of trust, conditional sales agreement, encumbrance, interest, option, lien, right of first refusal, right of way, defect in title, encroachments or other restriction, whether or not imposed by operation of Applicable Law, any voting trust or voting agreement, stockholder agreement or proxy.

"**Environmental Law**" means all federal, state, and local laws, statutes, rules, regulations, orders, judgments, ordinances, codes, injunctions, decrees, Environmental Permits

and other legally enforceable requirements and rules of common law now or hereafter in effect, relating to pollution or protection of human health and the environment including, without limitation, the federal Comprehensive Environmental Response, Compensation, and Liability Act, the Superfund Amendments Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Oil Pollution Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, and other similar federal, state or local environmental conservation and protection laws, each as amended from time to time.

"**Environmental Permit**" means any Permit, approval, identification number, license, registration, consent, exemption, variance or other authorization required under or issued pursuant to any applicable Environmental Law.

"**Excluded Assets**" has the meaning set forth in Section 2.3.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**First A&R Rail Offloading Agreement**" has the meaning set forth in the recitals.

"**Fundamental Representations**" has the meaning set forth in Section 8.4(a).

"**General Partner**" has the meaning set forth in the recitals.

"**Governmental Authority**" means any federal, state, local or foreign government or any provincial, departmental or other political subdivision thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory, administrative or other governmental functions or any court, department, commission, board, bureau, agency, instrumentality or administrative body of any of the foregoing.

"**Indemnified Costs**" means the Buyer Indemnified Costs and the Seller Indemnified Costs, as applicable.

"**Indemnified Party**" means the Buyer Indemnified Parties and the Seller Indemnified Parties.

"**Indemnifying Party**" has the meaning set forth in Section 8.2.

"**knowledge of the Buyer**" or any other similar knowledge qualification, means the actual knowledge of any officer of the Buyer.

"**knowledge of the Seller**" or any other similar knowledge qualification, means the actual knowledge of any officer of General Partner.

"**Lease and Access Agreement**" has the meaning set forth in the recitals.

"**Lease Termination**" has the meaning set forth in Section 4.2(a).

"**Lion**" means Lion Oil Company, an Arkansas corporation.

"**LOTT**" has the meaning set forth in the recitals.

"**Material Adverse Effect**" means any material adverse change, circumstance, effect or condition in or relating to the Transferred Assets or the assets, financial condition, results of operations, or business of any Person or that materially impedes the ability of any Person to consummate the transactions contemplated hereby, other than any change, circumstance, effect or condition in: (i) the refining or pipelines industries generally (including any change in the prices of crude oil, natural gas, natural gas liquids, feedstocks or refined products or other hydrocarbon products, industry margins or any regulatory changes or changes in Applicable Law); (ii) the United States or global economic conditions or financial markets in general, including any change in interest or exchange rate, tariffs, trade wars or similar matter; (iii) political, geopolitical, social or regulatory conditions (including any outbreak, continuation or escalation of any military conflict, declared or undeclared war, armed hostilities, civil unrest, public demonstrations, acts of sabotage, acts of foreign or domestic terrorism, malicious cyber-enabled activities, or governmental shutdown or slowdown), or any escalation or worsening of any such conditions or events; or (iv) any change resulting from the execution of this Agreement or the announcement of the transactions contemplated hereby. Any determination as to whether any change, circumstance, effect or condition has a Material Adverse Effect shall be made only after taking into account all effective insurance coverages and effective third-party indemnifications with respect to such change, circumstance, effect or condition.

"**North Rack Parcel**" means that portion of the Premises (as such term is defined in the Lease and Access Agreement) upon which the crude oil offloading rack identified on Exhibit A-1 attached hereto and such other property utilized in connection with the operation therewith is situated.

"**Offset Amounts**" has the meaning set forth in Section 2.5(b).

"**Order**" means any order, writ, injunction, decree, compliance or consent order or decree, settlement agreement, schedule and similar binding legal agreement issued by or entered into with a Governmental Authority.

"**Original Transaction Documents**" has the meaning set forth in the recitals.

"**Original Rail Offloading Agreement**" has the meaning set forth in the recitals.

"**Partnership**" means Delek Logistics Partners, LP, a Delaware limited partnership.

"**Party**" and "**Parties**" have the meanings set forth in the preamble.

"**Permits**" means all permits, licenses, sublicenses, certificates, approvals, consents, notices, waivers, variances, franchises, registrations, orders, filings, accreditations, or other similar authorizations, including pending applications or filings therefor and renewals thereof,

required by any Applicable Law or Governmental Authority or granted by any Governmental Authority that are related to the Transferred Asset.

"**Permitted Encumbrances**" means (a) liens for taxes not yet due and payable; (b) liens of mechanics, laborers, suppliers, workers and materialmen incurred in the ordinary course of business for sums not yet due or being diligently contested in good faith; (c) liens securing rental, storage, throughput, handling or other fees or charges owing from time to time to common carriers, solely to the extent of such fees or charges; and (d) any easement, right-of-way or right of access with respect to the rail lines serving the Rail Offloading Facility or the operation of locomotives and rail cars on such rail lines.

"**Person**" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, Governmental Authority or other entity.

"**Purchase Price**" has the meaning set forth in Section 2.5(a).

"**Rail Offloading Facility**" has the meaning set forth in Section 2.2(a).

"**Rail Offloading Termination**" has the meaning set forth in Section 4.2(c).

"**Receiving Party Personnel**" has the meaning set forth in Section 11.6(d).

"**Records Period**" has the meaning set forth in Section 7.5(b).

"**Respondent**" has the meaning set forth in Section 11.5.

"**Return**" means any return, claim for refund, form, election, declaration, report, statement, information statement and other document filed or required to be filed with respect to Transfer Taxes, including any schedule or attachment thereto, and including any amendments of any of the foregoing.

"**Right of Way Agreement**" has the meaning set forth in the recitals.

"**Right of Way Release**" has the meaning set forth in Section 4.2(e).

"**Second A&R Rail Offloading Agreement**" has the meaning set forth in the recitals.

"**Secondment Agreement**" has the meaning set forth in the recitals.

"**Secondment Termination**" has the meaning set forth in Section 4.2(f).

"**Seller**" has the meaning set forth in the preamble.

"**Seller Ancillary Documents**" means each agreement, document, instrument or certificate to be delivered by Seller, or its Affiliate, at the Closing pursuant to Section 4.2 hereof

and each other document or Contract entered into by Seller, or its Affiliate, in connection with this Agreement or the Closing.

"**Seller Indemnified Costs**" means (a) any and all damages, losses, Claims, liabilities, demands, charges, suits, penalties, costs, and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) that the Seller Indemnified Parties incur and that arise out of or relate to any breach of a representation, warranty or covenant of Buyer under this Agreement, and (b) any and all Actions, Claims, assessments, judgments, costs, and expenses, including reasonable legal fees and expenses, incident to any of the foregoing. Notwithstanding anything in the foregoing to the contrary, Seller Indemnified Costs shall exclude any and all Special Damages (other than those that are a result of (x) a third-party claim for Special Damages or (y) the gross negligence or willful misconduct of Buyer).

"**Seller Indemnified Parties**" means the Seller and its Affiliates, including the Partnership, and their respective officers, directors, partners, managers, employees, consultants and Affiliated equity holders.

"**Services Agreement Termination**" has the meaning set forth in Section 4.2(d).

"**Site Services Agreement**" has the meaning set forth in the recitals.

"**South Rack Parcel**" means that portion of the Premises (as such term is defined in the Lease and Access Agreement) upon which the crude oil offloading rack identified on Exhibit A-2 attached hereto and such other property utilized in connection with the operation therewith is situated.

"**Special Damages**" means any consequential, punitive, special, incidental or exemplary damages, or for loss of profits or revenues.

"**third-party action**" has the meaning set forth in Section 8.2.

"**Transfer Taxes**" means (a) sales, use, transfer (including real property transfer tax), recording, documentary, stamp, value added, registration, stock transfer, transaction, and similar taxes applicable to or arising as a result of the consummation of any of the transactions contemplated by this Agreement and/or any Ancillary Documents and (b) any additions, penalties, and interest in respect thereof.

"**Transferred Assets**" has the meaning set forth in Section 2.2.

ARTICLE II
TRANSFER OF ASSETS AND AGGREGATE CONSIDERATION

2.1 Sale of Assets. Subject to all of the terms and conditions of this Agreement, Seller hereby sells, assigns, transfers and conveys to the Buyer, and the Buyer hereby purchases and acquires from the Seller, the Transferred Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

2.2 Transferred Assets. For purposes of this Agreement, the term "**Transferred Assets**" shall mean the following assets, properties and rights of the Seller, other than the Excluded Assets:

(a) all of the right, title and interest of the Seller to the rail offloading facility, including two crude oil offloading racks at the El Dorado Refinery, which racks are designed to receive up to 25,000 bpd of light crude oil or 12,000 bpd of heavy crude oil delivered by rail to the El Dorado Refinery (together with all pumps, piping and other ancillary equipment owned by the Seller necessary to allow for the direct offloading of crude oil, and gates and fencing associated with the facility, as well as certain other related assets and properties that are either located on the same parcels of real estate as those assets and properties or used in connection therewith, including the rights of the Seller under any lease, right-of-way agreement, easement or similar agreement with respect to the North Rack Parcel or the South Rack Parcel in existence on the date hereof, and used in connection with the ownership and operation of any of the other assets and properties described above, which assets include the assets listed in detail on Schedule 2.2(a) to this Agreement, the "**Rail Offloading Facility**");

(b) all of the records and files related to the operation of the Transferred Assets, including, plans, drawings, instruction manuals, operating and technical data and records, whether computerized or hard copy, tax files, books, records, tax returns and tax work papers, supplier lists, reference catalogs, surveys, engineering statements, maintenance records and studies, environmental records, environmental reporting information, emission data, testing and sampling data and procedures, data related to the Rail Offloading Facility associated with construction, inspection and operating records, any and all information necessary to meet compliance obligations with respect to Environmental Laws and any other Applicable Laws, in each case related to the Transferred Assets and existing as of the Closing Date (the "**Books and Records**");

(c) all of the right, title and interest of the Seller, if any, in and to unexpired warranties and guarantees from third parties that are not Affiliates of the Seller to the extent related to the Transferred Assets, including warranties set forth in any equipment purchase agreement, construction agreement, lease agreement, consulting agreement or agreement for architectural or engineering services, it being understood that nothing in this paragraph shall be construed as a representation by Seller that any such warranty remains in effect or is enforceable;

(d) all Claims and similar rights against third parties that are not Affiliates of Seller (including indemnification and contribution) to the extent related to (i) the ownership or operation of the Transferred Assets after the Effective Time or (ii) any damage to the Transferred Assets not repaired prior to the Effective Time, or any portion thereof; and

(e) all rights, titles, claims and interests of the Seller or any of its Affiliates (i) under any policy or agreement of insurance, (ii) under any bond, (iii) to or under any condemnation damages or awards in regard to any taking or (iv) to any insurance or bond proceeds, as each relates to any Transferred Assets (to the extent not applied to the Transferred Assets prior to the Closing Date).

2.3 Excluded Assets. The Transferred Assets shall not include, and the Seller reserves and retains all right, title and interest in and to the following (collectively, the "**Excluded Assets**"):

(a) all of the Seller's and any of its Affiliates' right, title and interest in and to all accounts receivable and all notes, bonds, and other evidences of indebtedness of and rights to receive payments arising out of sales, services, rentals and other activities occurring in connection with and attributable to the ownership or operation of the Transferred Assets prior to

the Effective Time and the security arrangements, if any, related thereto, including any rights with respect to any third party collection procedures or any other actions or proceedings in connection therewith; and

(b) all Claims and similar rights in favor of Seller or any of its Affiliates of any kind to the extent relating to (i) the Excluded Assets or (ii) the ownership of the Transferred Assets prior to the Effective Time and not included in Section 2.2(e).

2.4 No Assumption of Liabilities. Except as expressly set forth herein or in the Ancillary Documents, the Buyer shall not assume or become obligated with respect to any obligation or liability of Seller and its Affiliates of any nature whatsoever (i) as a result of the transactions contemplated by this Agreement, including any payment obligations of the Seller (A) due in respect of Permitted Encumbrances that arise prior to the Effective Time, or (B) that arise out of or relate to the Excluded Assets; (ii) arising out of or related to the ownership and use of the Transferred Assets by Seller or its Affiliates prior to the Effective Time; (iii) arising out of or relating to any Environmental Laws, to the extent relating to or resulting from facts, circumstances, conditions or events occurring or existing prior to the Effective Time with respect to the Transferred Assets and for which Buyer gives Seller written notice prior to the fifth anniversary of the Closing (all such obligations or liabilities of Seller and its Affiliates subject to such exclusions, collectively, the "**Excluded Liabilities**").

2.5 Consideration.

(a) The aggregate consideration to be paid by the Buyer for the Transferred Assets shall be Twenty Five Million Dollars ($25,000,000) (the "**Purchase Price**").

(b) The Purchase Price shall be paid at the Closing by wire transfer of immediately available funds to the accounts specified by the Seller; provided that, in the event the Closing does not occur on or before January 7, 2026, the Seller shall have the right to offset an amount equal to the Purchase Price against any amounts owed by Seller or its Affiliates, on the one hand, to the Buyer or its Affiliates, on the other hand (such amounts offset by the Seller, the "**Offset Amounts**"). Any Offset Amount can be applied by the Seller, in its sole discretion, by providing written notice of the amount to be offset to the Buyer.

ARTICLE III
CONDITIONS TO CLOSING

3.1 Conditions of Seller to Closing. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject, at the option of Seller, to the satisfaction on or prior to Closing of each of the following conditions:

(a) The representations and warranties of Buyer set forth in ARTICLE VI shall be true and correct as of the Effective Date and as of the Closing Date as though made on and as of the Closing Date, except for such breaches, if any, as would not individually have a Material Adverse Effect (*provided, that* to the extent such representation or warranty is qualified by its terms by materiality or Material Adverse Effect, such qualification in its terms shall be inapplicable for purposes of this Section 3.1(a) and the Material Adverse Effect qualification contained in this Section 3.1(a) shall apply in lieu thereof);

(b) Buyer shall have performed and observed, in all material respects, all covenants and agreements to be performed or observed by Buyer under this Agreement prior to or on the Closing Date;

(c) No suit, action or other proceeding by any Governmental Authority seeking to restrain, enjoin or otherwise prohibit the consummation of the transactions contemplated by this Agreement shall be pending before any Governmental Authority;

(d) Buyer shall have delivered to Seller duly executed, and as applicable acknowledged, counterparts to the Buyer Ancillary Documents; and

(e) Buyer shall be ready, willing and able to pay the Purchase Price.

3.2 Conditions of Buyer to Closing. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject, at the option of Buyer, to the satisfaction on or prior to Closing of each of the following conditions:

(a) The representations and warranties of Seller set forth in Article V shall be true and correct as of the Effective Date and as of the Closing Date as though made on and as of the Closing Date, except for such breaches, if any, as would not individually have a Material Adverse Effect (*provided, that* to the extent such representation or warranty is qualified by its terms by materiality or Material Adverse Effect, such qualification in its terms shall be inapplicable for purposes of this Section 3.2(a) and the Material Adverse Effect qualification contained in this Section 3.2(a) shall apply in lieu thereof);

(b) Seller shall have performed and observed, in all material respects, all covenants and agreements to be performed or observed by Seller under this Agreement prior to or on the Closing Date;

(c) No suit, action or other proceeding by any Governmental Authority seeking to restrain, enjoin or otherwise prohibit the consummation of the transactions contemplated by this Agreement shall be pending before any Governmental Authority;

(d) Seller shall have delivered to Buyer duly executed, and as applicable acknowledged, counterparts to the Seller Ancillary Documents; and

(e) Between the Effective Date and Closing Date, no event or events shall have occurred that, individually or in the aggregate, with or without the lapse of time, constitute, or would reasonably be expected to result in, a Material Adverse Effect.

ARTICLE IV
CLOSING

4.1 Closing. The closing of the transactions contemplated hereby (the "**Closing**") shall, unless otherwise agreed to in writing by the Parties, take place on January 1, 2026 or such other date on which the Parties may agree to in writing (the "**Closing Date**"). The Closing shall be deemed to be effective as of 12:01 a.m., Nashville, Tennessee time, on the Closing Date (the "**Effective Time**").

4.2 Deliveries by the Seller. At the Closing, the Seller shall deliver, or cause to be delivered, to the Buyer the following:

(a) A counterpart to a termination agreement terminating the Lease and Access Agreement in the form mutually agreed upon by Seller and the Buyer (the "**Lease Termination**"), duly executed by Seller.

(b) A bill of sale and assignment in the form mutually agreed upon by the Parties (the "**Bill of Sale**"), duly executed by the Seller.

(c) A counterpart of a termination agreement terminating the Second A&R Rail Offloading Agreement in the form mutually agreed upon by the Parties (the "**Rail Offloading Termination**"), duly executed by Seller.

(d) A counterpart of a termination agreement terminating the Site Services Agreement in the form mutually agreed upon by the Seller and the Buyer (the "**Services Agreement Termination**"), duly executed by Seller.

(e) A counterpart to a release of the Right of Way Agreement in the form mutually agreed upon by the Parties (the "**Right of Way Release**"), duly executed by Seller.

(f) A counterpart to a termination agreement terminating the Secondment Agreement in the form mutually agreed upon by the Parties (the "**Secondment Termination**"), duly executed by General Partner.

(g) Evidence in form and substance reasonably satisfactory to the Buyer of the release and termination of all Encumbrances on the Transferred Assets, other than Permitted Encumbrances.

(h) A valid IRS Form W-9 duly completed and executed by Seller (or, if Seller is a disregarded entity for U.S. federal income tax purposes, by Seller's regarded owner).

4.3 Deliveries by the Buyer. At the Closing, the Buyer shall deliver, or cause to be delivered, to the Seller the following:

(a) The Purchase Price as provided in Section 2.5(a).

(b) A counterpart to the Lease Termination, duly executed by the Buyer.

(c) A counterpart to the Bill of Sale, duly executed by the Buyer.

(d) A counterpart to the Rail Offloading Termination, duly executed by the Buyer and DKTS.

(e) A counterpart to the Services Agreement Termination, duly executed by the Buyer.

(f) A counterpart to the Right of Way Release, duly executed by the Buyer.

(g) A counterpart to the Secondment Termination, duly executed by the Buyer.

4.4 Prorations. On the Closing Date, or as promptly as practicable following the Closing Date, but in no event later than 60 calendar days thereafter, the personal property taxes due for the Transferred Assets for the year in which Closing occurs shall be prorated between the Buyer, on the one hand, and the Seller, on the other hand, effective as of the Effective Time with the Seller being responsible for amounts related to the period prior to but excluding the Effective

Time and the Buyer being responsible for amounts related to the period at and after the Effective Time. If the final property tax rate or final assessed value for the current tax year is not established by the Closing Date, the prorations shall be made on the basis of the rate or assessed value in effect for the preceding tax year and shall be adjusted when the exact amounts are determined. All such prorations shall be based upon the most recent available assessed value available prior to the Closing Date.

4.5 Reimbursement. If the Buyer, on the one hand, or the Seller, on the other hand, pays any tax agreed to be borne by the other Party under this Agreement, such other Party shall promptly reimburse the paying Party for the amounts so paid following the receipt of notice and reasonable supporting documentation thereof. If any Party receives any tax refund or credit applicable to a tax paid by another Party hereunder, the receiving Party shall promptly pay such amounts to the Party entitled thereto. Any amount payable pursuant to this Section 4.5 shall be made by wire transfer of immediately available funds to the account specified by Buyer or Seller, as applicable.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Buyer that as of the date of this Agreement and as of the Closing Date:

5.1 Organization. The Seller is a limited liability company, duly formed, validly existing and in good standing under the Applicable Laws of the State of Delaware. The Seller is duly authorized to conduct business and is in good standing under the Applicable Laws of each jurisdiction where such qualification is required, except where the lack of such qualification would not have a Material Adverse Effect. The Seller has the requisite limited liability company power and authority necessary to carry on its business and to own and use the Transferred Assets owned or operated by it.

5.2 Authorization. The Seller has full limited liability company power and authority to execute, deliver and perform this Agreement and any Seller Ancillary Documents to which Seller is a party. The execution, delivery and performance by the Seller of this Agreement and the Seller Ancillary Documents and the consummation by the Seller of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited liability company action of the Seller. This Agreement has been duly executed and delivered by the Seller and constitutes, and each Seller Ancillary Document executed or to be executed by the Seller has been, or when executed will be, duly executed and delivered by Seller and constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of Seller, enforceable against Seller in accordance with their terms, except to the extent that such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditors' rights and remedies generally and (b) equitable principles which may limit the availability of certain equitable remedies (such as specific performance) in certain instances.

5.3 No Conflicts or Violations; No Consents or Approvals Required. The execution, delivery and performance by the Seller of this Agreement and the Seller Ancillary Documents to which Seller is a party does not, and the consummation of the transactions contemplated hereby and thereby will not, (a) violate, conflict with, or result in any breach of any provision of Seller's certificate of incorporation, bylaws, certificate of formation, limited liability company agreement or similar governing documents, (b) violate in any material respect any Applicable Law to which Seller is subject or to which any Transferred Asset is subject or (c) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate,

terminate, modify, or cancel, or require any notice or trigger any rights to payment or other compensation under any Contract (oral or written) to which Seller is a party or by which Seller is bound that relates to the Transferred Assets, or that could prevent or materially delay the consummation of the transactions contemplated by this Agreement. No Consents are required in connection with the execution, delivery and performance by Seller of this Agreement and the Seller Ancillary Documents to which Seller is a party or the consummation of the transactions contemplated hereby or thereby.

5.4 Absence of Litigation. There is no Action pending or, to the knowledge of the Seller, threatened against the Seller or any of its Affiliates relating to the transactions contemplated by this Agreement or the Ancillary Documents or the Transferred Assets or which, if adversely determined, would reasonably be expected to materially impair the ability of the Seller to perform Seller's obligations and agreements under this Agreement or the Seller Ancillary Documents and to consummate the transactions contemplated hereby and thereby.

5.5 Bankruptcy. There are no bankruptcy, reorganization or rearrangement proceedings under any bankruptcy, insolvency, reorganization, moratorium or other similar laws with respect to creditors pending against, being contemplated by, or, to the knowledge of the Seller, threatened, against the Seller.

5.6 Brokers and Finders. No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of the Seller or its Affiliates who is entitled to receive from the Buyer any fee or commission in connection with the transactions contemplated by this Agreement.

5.7 Title to Transferred Assets.

(a) The Seller has good and valid title to the Transferred Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

(b) There has not been granted to any Person, and no Person possesses, any right of first refusal to purchase any of the Transferred Assets, except pursuant to this Agreement.

5.8 Permits. The Seller has all material Permits necessary for Seller's operation of the Transferred Assets at the location and in the manner operated by Seller as of the date hereof. The Seller is in material compliance with all Permits, all such Permits are in full force and effect, and there is no Action pending or, to the knowledge of the Seller, threatened before any Governmental Authority that seeks the revocation, cancellation, suspension or adverse modification thereof.

5.9 Condition of Transferred Assets; Sufficiency of Transferred Assets. The Transferred Assets are in good operating condition and repair (normal wear and tear excepted), are free from material defects (patent and latent), are suitable for the purposes for which they are currently used and are not in need of material maintenance or repairs except for ordinary routine maintenance and repairs.

5.10 Compliance with Applicable Law. Except where the failure to be in compliance would not have a Material Adverse Effect, with respect to the Transferred Assets, including their operation, the Seller is and has been in compliance with all, and, to the knowledge of the Seller, is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of any, Applicable Laws (other than Environmental Laws) during Seller's ownership of the Transferred Assets. To the knowledge of the Seller, the Seller has disclosed to the Buyer in writing prior to the execution hereof all investigations or notices of any material

violations of any Applicable Laws (other than Environmental Laws) received by the Seller or its Affiliates related to the Transferred Assets within the last five years.

5.11 Compliance with Environmental Law. Except where the failure to be in compliance would not have a Material Adverse Effect, with respect to the Transferred Assets, including their operation, the Seller is and has been in compliance with all, and, to the knowledge of the Seller, is not under investigation with respect to and has not been threatened to be charged with or given notice of any violation of any, applicable Environmental Laws during Seller's ownership of the Transferred Assets. To the knowledge of the Seller, the Seller has disclosed to the Buyer in writing prior to the execution hereof all investigations or notices of any material violations of any Environmental Laws received by the Seller or its Affiliates related to the Transferred Assets within the last five years.

5.12 WAIVERS AND DISCLAIMERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES AND OTHER COVENANTS AND AGREEMENTS MADE BY THE PARTIES IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS AND EXCEPT FOR FRAUD, THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT NONE OF THE PARTIES HAS MADE, DOES NOT MAKE, AND EACH SUCH PARTY SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, PAST OR PRESENT, REGARDING (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE TRANSFERRED ASSETS INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY OR ENVIRONMENTAL CONDITION OF THE TRANSFERRED ASSETS GENERALLY, INCLUDING THE PRESENCE OR LACK OF HAZARDOUS SUBSTANCES OR OTHER MATTERS ON THE TRANSFERRED ASSETS, (II) THE INCOME TO BE DERIVED FROM THE TRANSFERRED ASSETS, (III) THE SUITABILITY OF THE TRANSFERRED ASSETS FOR ANY AND ALL ACTIVITIES AND USES THAT MAY BE CONDUCTED THEREON, (IV) THE COMPLIANCE OF OR BY THE TRANSFERRED ASSETS OR THEIR OPERATION WITH ANY APPLICABLE LAWS (INCLUDING WITHOUT LIMITATION ANY ZONING, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS), OR (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE TRANSFERRED ASSETS. EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS, NONE OF THE PARTIES IS LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE TRANSFERRED ASSETS FURNISHED BY ANY AGENT, EMPLOYEE, SERVANT OR THIRD PARTY. EXCEPT TO THE EXTENT PROVIDED IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS AND EXCEPT FOR FRAUD, EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TRANSFER AND CONVEYANCE OF THE TRANSFERRED ASSETS SHALL BE MADE IN AN "AS IS," "WHERE IS" CONDITION WITH ALL FAULTS, AND THE TRANSFERRED ASSETS ARE TRANSFERRED AND CONVEYED SUBJECT TO ALL OF THE MATTERS CONTAINED IN THIS SECTION 5.12. THIS SECTION 5.12 SHALL SURVIVE THE TRANSFER AND CONVEYANCE OF THE TRANSFERRED ASSETS OR THE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 5.12 HAVE BEEN NEGOTIATED BY THE PARTIES, AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE TRANSFERRED ASSETS THAT MAY ARISE PURSUANT TO APPLICABLE LAW NOW

OR HEREAFTER IN EFFECT, OR OTHERWISE, EXCEPT FOR FRAUD OR AS SET FORTH IN THIS AGREEMENT OR THE ANCILLARY DOCUMENTS.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller that as of the date of this Agreement and as of the Closing Date:

6.1 Organization. Buyer is a limited liability company duly formed and validly existing and in good standing under the Applicable Laws of the State of Arkansas. Buyer is duly authorized to conduct business and is in good standing under the Applicable Laws of each jurisdiction where such qualification is required, except where the lack of such qualification would not have a Material Adverse Effect. Buyer has the requisite limited liability company power and authority necessary to carry on its business and to own and use the Transferred Assets.

6.2 Authorization. The Buyer has full limited liability company power and authority to execute, deliver and perform this Agreement and any Buyer Ancillary Documents to which Buyer is a party. The execution, delivery and performance by the Buyer of this Agreement and the Buyer Ancillary Documents and the consummation by the Buyer of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited liability company action of the Buyer. This Agreement has been duly executed and delivered by the Buyer and constitutes, and each Buyer Ancillary Document executed or to be executed by the Buyer has been, or when executed will be, duly executed and delivered by the Buyer and constitutes, or when executed and delivered will constitute, a valid and legally binding obligation of the Buyer, enforceable against Buyer in accordance with their terms, except to the extent that such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting creditors' rights and remedies generally and (b) equitable principles which may limit the availability of certain equitable remedies (such as specific performance) in certain instances.

6.3 No Conflicts or Violations; No Consents or Approvals Required. The execution, delivery and performance by the Buyer of this Agreement and the Buyer Ancillary Documents to which Buyer is a party does not, and consummation of the transactions contemplated hereby and thereby will not, (a) violate, conflict with, or result in any breach of any provisions of the Buyer's certificate of formation, limited liability company agreement or similar governing documents, (b) violate in any material respect any Applicable Law to which the Buyer is subject or (c) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or trigger any rights to payment or other compensation under any Contract (oral or written) to which the Buyer is a party or by which Buyer is bound that could prevent or materially delay the consummation of the transactions contemplated by this Agreement. No Consents are required in connection with the execution, delivery and performance by the Buyer of this Agreement and the Buyer Ancillary Documents to which the Buyer is a party or the consummation of the transactions contemplated hereby or thereby.

6.4 Absence of Litigation. There is no Action pending or, to the knowledge of the Buyer, threatened against the Buyer or any of its Affiliates relating to the transactions contemplated by this Agreement or the Ancillary Documents or which, if adversely determined, would reasonably be expected to materially impair the ability of the Buyer to perform its obligations and agreements under this Agreement or the Buyer Ancillary Documents and to consummate the transactions contemplated hereby and thereby.

6.5 Brokers and Finders. No investment banker, broker, finder, financial advisor or other intermediary has been retained by or is authorized to act on behalf of the Buyer or its Affiliates who is entitled to receive from the Seller any fee or commission in connection with the transactions contemplated by this Agreement.

ARTICLE VII
COVENANTS

7.1 Additional Agreements. Subject to the terms and conditions of this Agreement and the Ancillary Documents, each of the Parties shall use its commercially reasonable efforts to do, or cause to be taken all action and to do, or cause to be done, all things necessary, proper, or advisable under Applicable Laws to consummate and make effective the transactions contemplated by this Agreement. If at any time after the Closing Date any further action is necessary or desirable to carry out the purposes of this Agreement, the Parties and their duly authorized representatives shall use commercially reasonable efforts to take all such action.

7.2 Further Assurances. After the Closing, each Party shall take such further actions, including obtaining consents to assignment from third parties, and execute such further documents as may be necessary or reasonably requested by the other Party in order to effectuate the intent of this Agreement and the Ancillary Documents and to provide such other Party with the intended benefits of this Agreement and the Ancillary Documents. Following the Closing, the Buyer and the Seller agree to remit to the other Party or its Affiliates, as applicable, with reasonable promptness, any payments, rebates, bills or other correspondence received on or in respect of, or otherwise relevant to the other Party or its Affiliates including, with respect to the Buyer, the Transferred Assets or, with respect to the Seller, the Excluded Assets.

7.3 Cooperation on Tax Matters. Following the Closing Date, the Parties shall cooperate fully with each other and shall make available to the other, as reasonably requested and at the expense of the requesting Party, and to any Governmental Authority responsible for the administration of any tax, all information, records or documents relating to tax liabilities or potential tax liabilities of the Seller for all periods at or prior to the Effective Time and any information which may be relevant to determining the amount payable under this Agreement, and shall preserve all such information, records and documents at least until the expiration of any applicable statute of limitations or extensions thereof.

7.4 Cooperation for Litigation and Other Actions. Each Party shall cooperate reasonably with the other Party, at the requesting Party's expense (but including only out-of-pocket expenses to unaffiliated third parties, photocopying and delivery costs and not the costs incurred by any Party for the wages or other benefits paid to its officers, directors or employees), in furnishing reasonably available information, testimony and other assistance in connection with any proceedings, tax audits or other Disputes involving any of the Parties hereto (other than in connection with Disputes between the Parties).

7.5 Retention of and Access to Books and Records.

(a) As promptly as practicable and in any event before 30 days after the Closing Date, the Seller will deliver or cause to be delivered to the Buyer, the Books and Records that are in the possession or control of the Seller or its Affiliates.

(b) For the period commencing on the Closing Date and expiring on the fifth (5^{th}) anniversary of the Closing Date (the "**Records Period**"), the Buyer agrees to afford the Seller and its Affiliates and their respective accountants, counsel and other designated individuals, during normal business hours, upon reasonable request, at a mutually agreeable time, full access to and the right to make copies of the Books and Records to the extent relating to the

ownership, management or administration of the Transferred Assets prior to the Effective Time at no cost to the Seller or its Affiliates (other than for reasonable out-of-pocket expenses); *provided*, that such access will not be construed to require the disclosure of Books and Records that would cause the waiver of any attorney-client, work product or like privilege; *provided, further*, that in the event of any litigation, nothing herein shall limit any Party's rights of discovery under Applicable Law. Without limiting the generality of the preceding sentences, the Buyer agrees to provide the Seller and its Affiliates reasonable access to and the right to make copies of the Books and Records after the Closing for the purposes of assisting the Seller and its Affiliates (a) in complying with the Seller's obligations under this Agreement, (b) in preparing and delivering any accounting statements provided for under this Agreement and adjusting, prorating and settling the charges and credits provided for in this Agreement, (c) in owning or operating the Excluded Assets, (d) in preparing tax returns, (e) in responding to or disputing any tax audit, (f) in asserting, defending or otherwise dealing with any claim or dispute, known or unknown, under this Agreement or with respect to Excluded Assets or (g) in asserting, defending or otherwise dealing with any third party claim or dispute by or against the Seller or its Affiliates relating to the Transferred Assets.

7.6 Delayed Assets.

(a) Notwithstanding anything herein to the contrary, any Transferred Asset, the assignment, transfer, conveyance or delivery of which to the Buyer without a Consent would constitute a breach or other contravention of law or the terms of such Transferred Asset (a "**Delayed Asset**"), shall not be assigned, transferred, conveyed or delivered to the Buyer until such time as such Consent is obtained, at which time such Delayed Asset shall be automatically assigned, transferred, conveyed or delivered without further action on the part of the Buyer or the Seller.

(b) Until such time as such Consent is obtained, (i) each Party (and its applicable subsidiaries and Affiliates) shall use its commercially reasonable efforts to obtain the relevant Consent; *provided*, that no Party shall be required to pay any monies or give any other consideration in order to obtain any such Consents, (ii) the Seller shall endeavor to provide the Buyer with the benefits under each Delayed Asset as if such Delayed Asset had been assigned to the Buyer (including by means of any subcontracting, sublicensing or subleasing arrangement), to the extent such is permitted under the applicable Delayed Assets, (iii) the Seller shall promptly pay over to the Buyer or its subsidiaries payments received by the Seller after the Closing in respect of all Delayed Assets, and (iv) the Buyer shall be responsible for the liabilities of the Seller with respect to such Delayed Asset. Notwithstanding any other provision in this Agreement to the contrary, following the assignment, transfer, conveyance and delivery of any Delayed Asset, the applicable Delayed Asset shall be treated for all purposes of this Agreement as a Transferred Asset.

(c) Buyer hereby agrees that the failure to obtain any such Consent referred to in this Section 7.6 or the failure of any such Delayed Asset to constitute a Transferred Asset or any circumstances resulting therefrom shall not constitute a breach by the Seller of any representation, warranty, covenant or agreement under this Agreement; *provided*, *however*, that any breach by the Seller of its covenants in this Section 7.6 may constitute a breach under this Agreement. Nothing in this Section 7.6 shall be deemed to constitute an agreement to exclude from the Transferred Assets any such Delayed Asset.

7.7 Operation of the Transferred Assets. From and after the Effective Date and until the Closing, except with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall: (i) operate, maintain and administer the Transferred Assets in the ordinary course of business consistent with Seller's past practice; (ii) not take or omit to take any action that would reasonably be expected to result in a material

and adverse impact on the condition, operation, title, value or use of the Transferred Assets; (iii) not sell, assign, abandon, lease, license or otherwise transfer any Transferred Asset; (iv) not permit or incur any Encumbrance on the Transferred Assets unless such Encumbrance is a Permitted Encumbrance; (v) not cancel, reduce, or fail to maintain in full force and effect any insurance coverage applicable to the Transferred Assets existing as of the Effective Date, except to the extent such coverage is replaced with coverage of equal or greater scope and amount; (vi) promptly notify Buyer of any material casualty loss or emergency with respect to the Transferred Assets and of any written notice to or from any third party given or received by Seller with respect to any material Action, curtailment, or claim of breach or termination with respect to any Transferred Asset; and (vii) not settle any pending or threatened Actions for amounts in excess of $100,000 individually and $250,000 in the aggregate (in each case, net of insurance recoveries).

7.8 Transfer Taxes. Seller and Buyer shall each be responsible for and pay 50% of any Transfer Taxes arising out of the transfer of the Transferred Assets pursuant to this Agreement. The party responsible under Applicable Law for the filing of such Returns shall prepare and file all such Returns with the applicable Governmental Authority. If Buyer (or any Affiliate of Buyer) or Seller (or any Affiliate of Seller) is required by Applicable Law to pay any portion of such Transfer Taxes that is the responsibility of the other party pursuant to the first sentence of this Section 7.8, then the responsible party shall promptly (but no later than within 10 Business Days of delivery of the written request from the other party for reimbursement) reimburse the other party for the portion of such Transfer Taxes that such party is responsible for pursuant to this Section 7.8. Seller and Buyer shall cooperate with each other and use their commercially reasonable efforts to minimize such Transfer Taxes.

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnification of Buyer and Sellers. From and after the Closing and subject to the provisions of this Article VIII, (i) the Seller agrees to indemnify and hold harmless the Buyer Indemnified Parties from and against any and all Buyer Indemnified Costs and (ii) Buyer agrees to indemnify and hold harmless the Seller Indemnified Parties from and against any and all Seller Indemnified Costs; *provided*, that for purposes of this Section 8.1, any breach of Seller's or Buyer's representations and warranties or failure to comply with any covenant or agreement and the amount of any Buyer Indemnified Costs or Seller Indemnified Costs, as applicable, arising from a breach thereof shall be determined without giving effect to any qualification as to materiality or Material Adverse Effect. For the avoidance of doubt, the foregoing indemnification is intended to be in addition to and not in limitation of any indemnification to which the Parties may be entitled under the Ancillary Documents.

8.2 Defense of Third-Party Claims. An Indemnified Party shall give prompt written notice to Seller or Buyer, as applicable (the "**Indemnifying Party**"), of the commencement or assertion of any action, proceeding, demand, or claim by a third party (collectively, a "**third-party action**") in respect of which such Indemnified Party seeks indemnification hereunder. Any failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability that it, he, or she may have to such Indemnified Party under this Article VIII unless the failure to give such notice materially and adversely prejudices the Indemnifying Party. The Indemnifying Party shall have the right to assume control of the defense of, settle, or otherwise dispose of such third-party action on such terms as it deems appropriate; *provided, however*, that:

(a) The Indemnified Party shall be entitled, at its own expense, to participate in the defense of such third-party action (*provided, however*, that the Indemnifying Party shall pay the attorneys' fees of the Indemnified Party if (i) the employment of separate counsel shall have been authorized in writing by any the Indemnifying Party in connection with the defense of such third-party action, (ii) the Indemnifying Party shall not have employed counsel reasonably

satisfactory to the Indemnified Party to have charge of such third-party action, (iii) the Indemnified Party shall have reasonably concluded that there may be defenses available to such Indemnified Party that are different from or additional to those available to the Indemnifying Party, or (iv) the Indemnified Party's counsel shall have advised the Indemnified Party in writing, with a copy delivered to the Indemnifying Party, that there is a material conflict of interest that could violate applicable standards of professional conduct to have common counsel);

(b) The Indemnifying Party shall obtain the prior written approval of the Indemnified Party before entering into or making any settlement, compromise, admission, or acknowledgment of the validity of such third-party action or any liability in respect thereof if, pursuant to or as a result of such settlement, compromise, admission, or acknowledgment, injunctive or other equitable relief would be imposed against the Indemnified Party or if, in the opinion of the Indemnified Party, such settlement, compromise, admission, or acknowledgment could have a material adverse effect on its business;

(c) The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a release from all liability in respect of such third-party action; and

(d) The Indemnifying Party shall not be entitled to control (but shall be entitled to participate at its own expense in the defense of), and the Indemnified Party shall be entitled to have sole control over, the defense or settlement, compromise, admission, or acknowledgment of any third-party action (i) as to which the Indemnifying Party fails to assume the defense within a reasonable length of time or (ii) to the extent the third-party action seeks an order, injunction, or other equitable relief against the Indemnified Party which, if successful, would materially adversely affect the business, operations, assets, or financial condition of the Indemnified Party; *provided, however*, that the Indemnified Party shall make no settlement, compromise, admission, or acknowledgment that would give rise to liability on the part of any Indemnifying Party without the prior written consent of such Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

The Parties shall extend reasonable cooperation in connection with the defense of any third-party action pursuant to this Article VIII and, in connection therewith, shall furnish such records, information, and testimony and attend such conferences, discovery proceedings, hearings, trials, and appeals as may be reasonably requested.

8.3 Direct Claims. In any case in which an Indemnified Party seeks indemnification hereunder which is not subject to Section 8.2 because no third-party action is involved, the Indemnified Party shall notify the Indemnifying Party in writing of any Indemnified Costs which such Indemnified Party claims are subject to indemnification under the terms hereof. Subject to the limitations set forth in Section 8.4(a), the failure of the Indemnified Party to exercise promptness in such notification shall not amount to a waiver of such claim unless the resulting delay materially prejudices the position of the Indemnifying Party with respect to such claim.

8.4 Limitations. The following provisions of this Section 8.4 shall limit the indemnification obligations hereunder:

(a) The Indemnifying Party shall not be liable for any Indemnified Costs pursuant to this Article VIII unless a written claim for indemnification in accordance with Section 8.2 or Section 8.3 is given by the Indemnified Party to the Indemnifying Party with respect thereto on or before 5:00 p.m., Nashville, Tennessee time, on or prior to the first anniversary of the Closing Date; *provided, however*, that written claims for indemnification (i)

for Indemnified Costs arising out of (x) a breach of any representation or warranty contained in Sections 5.1, 5.2, 5.3, 5.6, 5.7, 6.1, 6.2, 6.3 and 6.5 (the "**Fundamental Representations**") or (y) an Excluded Liability may be made at any time, and (ii) for Indemnified Costs arising out of a breach of any covenant may be made at any time prior to the expiration of such covenant according to its terms.

(b) An Indemnifying Party shall not be obligated to pay for any Indemnified Costs under this Article VIII until the amount of all such Indemnified Costs exceeds, in the aggregate, $125,000, in which event Indemnifying Party shall pay or be liable for all such Indemnified Costs from the first dollar. The aggregate liability of an Indemnifying Party under this Article VIII shall not exceed $3,750,000. The limitations in the previous two sentences shall not apply to Indemnified Costs to the extent such costs arise out of (i) a breach of any Fundamental Representations or (ii) an Excluded Liability.

(c) Each Party acknowledges and agrees that, after the Closing Date, notwithstanding any other provision of this Agreement to the contrary, the Buyer's and the other Buyer Indemnified Parties' and the Seller's and the other Seller Indemnified Parties' sole and exclusive remedy with respect to the Indemnified Costs shall be in accordance with, and limited by, the provisions set forth in this Article VIII. The Parties further acknowledge and agree that the foregoing is not the remedy for and does not limit the Parties' remedies for matters covered by the indemnification provisions contained in the Ancillary Documents. Any indemnification obligation of the Seller to the Buyer Indemnified Parties on the one hand, or the Buyer to the Seller Indemnified Parties on the other hand, pursuant to this Article VIII shall be reduced by an amount equal to any indemnification recovery by such Indemnified Parties pursuant to the other Ancillary Documents between the Parties to the extent that such other indemnification recovery arises out of the same event or circumstance giving rise to the indemnification obligation of the Seller or the Buyer, respectively, hereunder.

8.5 Tax Related Adjustments. The Seller and the Buyer agree that any payment of Indemnified Costs made hereunder will be treated by the Parties on their tax returns as an adjustment to the Purchase Price.

8.6 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party knew or should have known that any such representation or warranty is, was or might be inaccurate.

ARTICLE IX
TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Buyer and the Seller;

(b) (i) by the Seller, if the Seller is not then in material breach of its obligations under this Agreement and the Buyer breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 3.1, (B) cannot be or has not been cured within 15 days following delivery to the Buyer of written notice of such breach or failure to perform and (C) has not been waived by the Seller or (ii) by the Buyer, if the Buyer is not then in material breach of its obligations under this Agreement and

the Seller breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 3.2, (B) cannot be or has not been cured within 15 days following delivery to the Seller of written notice of such breach or failure to perform and (C) has not been waived by the Buyer;

(c) by either the Seller or the Buyer in the event that any Governmental Authority shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and nonappealable; provided, that the Party so requesting termination shall have used its commercially reasonable efforts to have such order, decree, ruling or other action vacated.

9.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 9.1, this Agreement shall forthwith become void and there shall be no liability on the part of either Party except (a) for the provisions of Section 2.5(b) relating to Offset Amounts, Sections 5.6 and 6.5 relating to broker's fees and finder's fees, Article XI, Article XII, and this Section 9.2 and (b) that no such termination shall relieve either Party from any liability or damages arising out of a willful breach or fraud, in which case the non-breaching Party shall be entitled to all rights and remedies available in equity or at law.

ARTICLE X
GUARANTY TERMINATION

10.1 Limited Guaranty by Delek US. Effective as of the Closing, the Parties acknowledge and agree that: (i) the guaranty provided by Delek US pursuant to Article VIII of the 2015 Purchase Agreement is hereby terminated in its entirety; and (ii) Delek US shall have no further liability or obligations whatsoever under or in connection with such guaranty.

ARTICLE XI
MISCELLANEOUS

11.1 Expenses. Except as provided in Section 4.4 of this Agreement or as provided in the Ancillary Documents, all costs and expenses incurred by the Parties in connection with the consummation of the transactions contemplated hereby and by the Ancillary Documents shall be borne solely and entirely by the Party which has incurred such expense. For the avoidance of doubt, the Seller shall be responsible for all costs and expenses (including attorneys' fees and expenses) incurred by the conflicts committee of the General Partner in connection with this Agreement and the transactions contemplated herein. Except as this Agreement otherwise provides, the Seller, on the one hand, and the Buyer, on the other, shall each be responsible for 50% of the payment of the aggregate costs associated with obtaining the consents, approvals or authorizations necessary to effect the transfer of the Transferred Assets to the Buyer as contemplated herein.

11.2 Notices. All notices, requests, demands, and other communications hereunder will be in writing and will be deemed to have been duly given upon confirmation of actual delivery thereof: (a) by transmission by facsimile or hand delivery; (b) mailed via the official governmental mail system, sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) mailed by an internationally recognized overnight express mail service such as FedEx, UPS, or DHL Worldwide; or (d) by e-mail. All notices will be addressed to the Parties at the respective addresses as follows:

if to the Buyer:

Lion Oil Company, LLC
c/o Delek US Holdings, Inc.
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: EVP and Chief Financial Officer

with a copy, which shall not constitute notice, to:

Lion Oil Company, LLC
c/o Delek US Holdings, Inc.
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: Legal Department
Email: legalnotices@delekus.com

if to the Seller:

Delek Logistics Operating, LLC
c/o Delek Logistics GP, LLC
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: EVP, DKL

with a copy, which shall not constitute notice, to:

Delek Logistics Operating, LLC
c/o Delek Logistics GP, LLC
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: Legal Department
Email: legalnotices@delekus.com

or to such other address or to such other person as either Party will have last designated by notice to the other Party.

11.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be valid and effective under Applicable Law, but if any provision of this Agreement or the application of any such provision to any person or circumstance will be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision hereof, and the Parties will negotiate in good faith with a view to substitute for such provision a suitable and equitable solution in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, illegal or unenforceable provision.

11.4 Governing Law. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state.

11.5 Arbitration Provision. Any and all Disputes shall be resolved through the use of binding arbitration using three arbitrators, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code). If there is any inconsistency between this Section 11.5 and the Commercial Arbitration Rules or the Federal Arbitration Act, the terms of this Section 11.5 will control the rights and obligations of the Parties. Arbitration must be initiated within the time limits set forth in this Agreement, or if no such limits apply, then within a reasonable time or the time period allowed by the applicable statute of limitations. Arbitration may be initiated by a Party ("**Claimant**") serving written notice on the other Party ("**Respondent**") that the Claimant elects to refer the Dispute to binding arbitration. Claimant's notice initiating binding arbitration must identify the arbitrator Claimant has appointed. The Respondent shall respond to Claimant within 30 days after receipt of Claimant's notice, identifying the arbitrator Respondent has appointed. If the Respondent fails for any reason to name an arbitrator within the 30-day period, Claimant shall petition the American Arbitration Association for appointment of an arbitrator for Respondent's account. The two arbitrators so chosen shall select a third arbitrator within 30 days after the second arbitrator has been appointed. The Claimant will pay the compensation and expenses of the arbitrator named by or for it, and the Respondent will pay the compensation and expenses of the arbitrator named by or for it. The costs of petitioning for the appointment of an arbitrator, if any, shall be paid by Respondent. The Claimant and Respondent will each pay one-half of the compensation and expenses of the third arbitrator. All arbitrators must (i) be neutral parties who have never been officers, directors or employees of the Seller, the Buyer or any of their Affiliates and (ii) have not less than seven years' experience of in the energy industry. The hearing will be conducted in Houston, Texas and commence within 30 days after the selection of the third arbitrator. The Seller, the Buyer and the arbitrators shall proceed diligently and in good faith in order that the award may be made as promptly as possible. Except as provided in the Federal Arbitration Act, the decision of the arbitrators will be binding on and non-appealable by the Parties hereto. The arbitrators shall have no right to grant or award Special Damages in favor of Seller, on one hand (except to the extent such Special Damages (a) are awarded to a third-party or (b) are the result of the gross negligence or willful misconduct of the Buyer), or Buyer, on the other hand (except to the extent such Special Damages (x) are awarded to a third-party or (y) are the result of the gross negligence or willful misconduct of the Seller).

11.6 Confidentiality.

(a) *Obligations*. Each Party shall use commercially reasonable efforts to retain the other Party's Confidential Information in confidence and not disclose the same to any third party nor use the same, except as authorized by the disclosing Party in writing or as expressly permitted in this Section 11.6. Each Party further agrees to take the same care with the other Party's Confidential Information as it does with its own, but in no event less than a reasonable degree of care.

(b) *Required Disclosure*. Notwithstanding Section 11.6(a) above, if the receiving Party becomes legally compelled to disclose the Confidential Information by a court, Governmental Authority or Applicable Law, including the rules and regulations of the Securities and Exchange Commission, or is required to disclose pursuant to the rules and regulations of any national securities exchange upon which the receiving Party or its parent entity is listed, any of the disclosing Party's Confidential Information, the receiving Party shall promptly advise the disclosing Party of such requirement to disclose Confidential Information as soon as the receiving Party becomes aware that such a requirement to disclose might become effective, in

order that, where possible, the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. The receiving Party shall disclose only that portion of the disclosing Party's Confidential Information that it is required to disclose and shall cooperate with the disclosing Party in allowing the disclosing Party to obtain such protective order or other relief.

(c) *Return of Information*. Upon written request by the disclosing Party, all of the disclosing Party's Confidential Information in whatever form shall be returned to the disclosing Party upon termination of this Agreement or destroyed with destruction certified by the receiving Party, without the receiving Party retaining copies thereof except that one copy of all such Confidential Information may be retained by a Party's legal department solely to the extent that such Party is required to keep a copy of such Confidential Information pursuant to Applicable Law, and the receiving Party shall be entitled to retain any Confidential Information in the electronic form or stored on automatic computer back-up archiving systems during the period such backup or archived materials are retained under such Party's customary procedures and policies; *provided, however*, that any Confidential Information retained by the receiving Party shall be maintained subject to confidentiality pursuant to the terms of this Section 11.6, and such archived or back-up Confidential Information shall not be accessed except as required by Applicable Law.

(d) *Receiving Party Personnel*. The receiving Party will limit access to the Confidential Information of the disclosing Party to those of its employees, attorneys and contractors that have a need to know such information in order for the receiving Party to exercise or perform its rights and obligations under this Agreement (the "**Receiving Party Personnel**"). The Receiving Party Personnel who have access to any Confidential Information of the disclosing Party will be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. Any third party contractors that are given access to Confidential Information of a disclosing Party pursuant to the terms hereof shall be required to sign a written agreement pursuant to which such Receiving Party Personnel agree to be bound by the provisions of this Agreement, which written agreement will expressly state that it is enforceable against such Receiving Party Personnel by the disclosing Party.

(e) *Survival*. The obligation of confidentiality under this Section 11.6 shall survive the termination of this Agreement for a period of two years.

11.7 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person (other than the Indemnified Parties with respect to Article VIII) any rights or remedies of any nature whatsoever under or by reason of this Agreement.

11.8 Assignment of Agreement. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by any Party without the prior written consent of the other Party hereto.

11.9 Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

11.10 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the Parties hereto, each of which counterparts will be deemed an original, but all of which counterparts together will constitute one and the same agreement.

11.11 Integration. This Agreement and the Ancillary Documents supersede any previous understandings or agreements among the Parties, whether oral or written, with respect to their subject matter. This Agreement and the Ancillary Documents contain the entire understanding of the Parties with respect to the subject matter hereof and thereof. No understanding, representation, promise or agreement, whether oral or written, is intended to be or shall be included in or form part of this Agreement or the Ancillary Documents unless it is contained in a written amendment hereto or thereto and executed by the Parties hereto or thereto after the date of this Agreement, the Ancillary Documents.

11.12 Amendment; Waiver. This Agreement may be amended only in a writing signed by all Parties and approved by the conflicts committee of the board of directors of the General Partner. Any waiver of rights hereunder must be set forth in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive any Party's rights at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

11.13 Survival of Representations and Warranties and Covenants. The representations and warranties set forth in this Agreement shall survive the Closing until 5:00 p.m., Nashville, Tennessee time, on the first anniversary of the Closing Date, and the covenants set forth in this Agreement shall survive until fully performed in accordance with their terms; *provided, however*, that (a) any representation and warranty that is the subject of a claim for indemnification hereunder which claim was timely made pursuant to Section 8.4(a) shall survive with respect to such claim until such claim is finally paid or adjudicated and (b) the Fundamental Representations shall survive indefinitely.

ARTICLE XII
INTERPRETATION

12.1 Interpretation. It is expressly agreed that this Agreement shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of who drafted this Agreement or any particular provision hereof or who supplied the form of Agreement. Each Party agrees that this Agreement has been purposefully drawn and correctly reflects its understanding of the transaction that this Agreement contemplates. In construing this Agreement:

(a) examples shall not be construed to limit, expressly or by implication, the matter they illustrate;

(b) the word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions;

(c) a defined term has its defined meaning throughout this Agreement and each Exhibit, Annex or Schedule to this Agreement, regardless of whether it appears before or after the place where it is defined;

(d) each Exhibit, Annex and Schedule to this Agreement is a part of this Agreement, but if there is any conflict or inconsistency between the main body of this Agreement and any Exhibit, Annex or Schedule, the provisions of the main body of this Agreement shall prevail;

(e) the term "cost" includes expense and the term "expense" includes cost;

(f) the headings and titles herein are for convenience only and shall have no significance in the interpretation hereof;

(g) the inclusion of a matter on a Schedule in relation to a representation or warranty shall not be deemed an indication that such matter necessarily would, or may, breach such representation or warranty absent its inclusion on such Schedule;

(h) any reference to a statute, regulation or law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder;

(i) currency amounts referenced herein, unless otherwise specified, are in U.S. Dollars;

(j) unless the context otherwise requires, all references to time shall mean time in Nashville, Tennessee;

(k) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified; and

(l) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb).

12.2 References, Gender, Number. All references in this Agreement to an "Article," "Section," "subsection," "Exhibit" or "Schedule" shall be to an Article, Section, subsection, Exhibit or Schedule of this Agreement, unless the context requires otherwise. Unless the context clearly requires otherwise, the words "this Agreement," "hereof," "hereunder," "herein," "hereby," or words of similar import shall refer to this Agreement as a whole and not to a particular Article, Section, subsection, clause or other subdivision hereof. Cross references in this Agreement to a subsection or a clause within a Section may be made by reference to the number or other subdivision reference of such subsection or clause preceded by the word "Section." Whenever the context requires, the words used herein shall include the masculine, feminine and neuter gender, and the singular and the plural.

[*Remainder of page intentionally left blank. Signature page follows.*]

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

SELLER:

DELEK LOGISTICS OPERATING, LLC

By: /s/ Reuven Spiegel
Name: Reuven Spiegel
Title: EVP, DKL

SELLER:

DELEK LOGISTICS OPERATING, LLC

By: /s/ Robert Wright
Name: Robert Wright
Title: SVP and Deputy Chief Financial Officer

BUYER:

LION OIL COMPANY, LLC

By: /s/ Mark Hobbs
Name: Mark Hobbs
Title: EVP and Chief Financial Officer

[Signature Page to Asset Purchase Agreement]

BUYER:

LION OIL COMPANY, LLC

By: /s/ Joseph Israel
Name: Joseph Israel
Title: EVP, President Refining and Renewables

[Signature Page to Asset Purchase Agreement]

Exhibit 10.6

Execution Version

FIFTH AMENDED AND RESTATED OMNIBUS AGREEMENT
among
DELEK US HOLDINGS, INC.,
DELEK REFINING, LTD.,
LION OIL COMPANY, LLC,
DELEK LOGISTICS PARTNERS, LP,
PALINE PIPELINE COMPANY, LLC,
SALA GATHERING SYSTEMS, LLC,
MAGNOLIA PIPELINE COMPANY, LLC,
EL DORADO PIPELINE COMPANY, LLC,
DELEK CRUDE LOGISTICS, LLC,
DELEK MARKETING-BIG SANDY, LLC,
DELEK MARKETING & SUPPLY, LP,
DKL TRANSPORTATION, LLC,
DELEK LOGISTICS OPERATING, LLC
and
DELEK LOGISTICS GP, LLC

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FIFTH AMENDED AND RESTATED OMNIBUS AGREEMENT

This FIFTH AMENDED AND RESTATED OMNIBUS AGREEMENT ("Agreement") is entered into on May 1, 2025, and effective as of May 1, 2025 ("Effective Date"), among Delek US Holdings, Inc., a Delaware corporation ("Delek US"), on behalf of itself and the other Delek Entities (as defined herein), Delek Refining, Ltd., a Texas Limited Partnership ("Delek Refining"), Lion Oil Company, LLC, an Arkansas limited liability company ("Lion Oil"), Delek Logistics Partners, LP, a Delaware limited partnership (the "Partnership"), Paline Pipeline Company, LLC, a Texas limited liability company ("Paline"), SALA Gathering Systems, LLC, a Texas limited liability company ("SALA"), Magnolia Pipeline Company, LLC, a Delaware limited liability company ("Magnolia"), El Dorado Pipeline Company, LLC, a Delaware limited liability company ("El Dorado"), Delek Crude Logistics, LLC, a Texas limited liability company ("Crude Logistics"), Delek Marketing-Big Sandy, LLC, a Texas limited liability company ("Marketing-Big Sandy"), Delek Marketing & Supply, LP, a Delaware limited partnership ("DMSLP"), DKL Transportation, LLC, a Delaware limited liability company ("DKL Transportation"), Delek Logistics Operating, LLC, a Delaware limited liability company ("OpCo"), and Delek Logistics GP, LLC, a Delaware limited liability company (the "General Partner"). The above-named entities are sometimes referred to in this Agreement each as a "Party" and collectively as the "Parties."

RECITALS:

1. The Parties executed that certain Fourth Amended and Restated Omnibus Agreement dated August 5, 2024 (the "Fourth A&R Agreement").

2. The Parties desire to amend and restate the Fourth A&R Agreement to update the Administrative Fee, among other items.

In consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Acquisition Proposal" is defined in Section 7.2(a).

"Administrative Fee" is defined in Section 4.1(a).

"Affiliate" is defined in the Partnership Agreement.

"Annual Environmental Deductible" is defined in Section 3.5(a).

"Annual ROW Deductible" is defined in Section 3.5(a).

"API 653" is defined in Section 5.1(a).

"API 653 Inspection Date" means, with respect to any API 653 Tank, (a) the date of completion of the first API 653 inspection of such tank, whether scheduled or required as a result of a failure of such tank, that occurs within five years after the applicable Closing Date or (b) if no such API 653 inspection occurs, the applicable Closing Date.

"API 653 Tank" means (a) each of the tanks listed on Schedule X to this Agreement and (b) any other tank included in the Tankage (as defined in the applicable Transaction Agreement referenced on Schedule IX to this Agreement) that is required to undergo an API 653 inspection within five years after the applicable Closing Date as a result of a failure of such tank.

"Assets" means all gathering pipelines, transportation pipelines, storage tanks, trucks, truck racks, terminal facilities, offices and related equipment, real estate and other assets, or portions thereof, conveyed, contributed or otherwise transferred or intended to be conveyed, contributed or otherwise Transferred pursuant to a Transaction Agreement to any member of the Partnership Group, or owned by, leased by or necessary for the operation of the business, properties or assets of any member of the Partnership Group, prior to or as of the Effective Date; *provided, however*, that any of such assets that are Transferred from the Partnership Group to a Delek Entity pursuant to Article VII or otherwise shall no longer be an "Asset" from and after such Transfer.

"Board of Directors" means for any Person the board of directors or other governing body of such Person.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Tennessee are authorized or required by law or other governmental action to close.

"Call Option" is defined in Section 10.1(a).

"Call Option Assets" is defined in Section 10.1(a).

"Call Option Closing Date" is defined in Section 10.2(a).

"Call Option Exercise Notice" is defined in Section 10.2(a).

"Call Option Exercise Period" is defined in Section 10.1(b).

"Call Option Triggering Date" is defined in Section 10.1(b).

"Call Option Triggering Event" shall mean any of the following:

(i) a Partnership Change of Control; or

(ii) the Partnership shall Transfer to a Person other than a Delek Entity or a Partnership Group Member, in one transaction or a series of transactions, substantially all of its assets, whether by sale, merger, consolidation, license, or otherwise.

"Closing Date" means the applicable closing date for each Transaction Agreement as set forth on Schedule IX to this Agreement.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

"Covered Environmental Losses" is defined in Section 3.1(a).

"Delek Entities" means Delek US and any Person controlled, directly or indirectly, by Delek US other than the General Partner or a member of the Partnership Group; and "Delek Entity" means any of the Delek Entities.

"DKL Units" means the common units representing limited partner interests in the Partnership.

"Disposition Notice" is defined in Section 7.2(a).

"Effective Date" is defined in the preamble.

"Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, orders, judgments, ordinances, codes, injunctions, decrees, Environmental Permits and other legally enforceable requirements and rules of common law now or hereafter in effect, relating to pollution or protection of human health and the environment including, without limitation, the federal Comprehensive Environmental Response, Compensation, and Liability Act, the Superfund Amendments Reauthorization Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Federal Water Pollution Control Act, the Toxic Substances Control Act, the Oil Pollution Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, and other similar federal, state or local environmental conservation and protection laws, each as amended from time to time.

"Environmental Permit" means any permit, approval, identification number, license, registration, consent, exemption, variance or other authorization required under or issued pursuant to any applicable Environmental Law.

"First API 653 Indemnification Deadline" means, with respect to any API 653 Tank, the date that is five years after the applicable API 653 Inspection Date.

"First Indemnification Deadline" means the applicable date for each Transaction Agreement set forth on Schedule IX to this Agreement.

"First ROFR Acceptance Deadline" is defined in Section 7.2(a).

"Fourth A&R Agreement" is defined in the recitals to this Agreement.

"Hazardous Substance" means (a) any substance that is designated, defined or classified as a hazardous waste, solid waste, hazardous material, pollutant, contaminant or toxic or hazardous substance, or terms of similar meaning, or that is otherwise regulated under any Environmental Law, including, without limitation, any hazardous substance as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and (b) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other refined petroleum hydrocarbons.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnified Assets" means all gathering pipelines, transportation pipelines, storage tanks, trucks, truck racks, terminal facilities, offices and related equipment, real estate and other assets, or portions thereof, conveyed, contributed or otherwise transferred or intended to be conveyed, contributed or otherwise Transferred pursuant to a Transaction Agreement to any member of the Partnership Group; *provided, however*, that any of such assets that are Transferred from the Partnership Group to a Delek Entity pursuant to Article VII or otherwise shall no longer be an "Asset" from and after such Transfer.

"Indemnified Party" means, with respect to a Transaction Agreement, the Partnership Group or the Delek Entities, as the case may be, in their respective capacity as the party entitled to indemnification in accordance with Article III.

"Indemnifying Party" means either the Partnership Group or Delek US, as the case may be, in its capacity as the party from whom indemnification may be sought in accordance with Article III.

"Independent Bank" is defined in Section 10.2(c).

"License" is defined in Section 8.1.

"Limited Partner" is defined in the Partnership Agreement.

"Losses" means any losses, damages, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorney's and expert's fees) of any and every kind or character, known or unknown, fixed or contingent.

"Marks" is defined in Section 8.1.

"Name" is defined in Section 8.1.

"Offer" is defined in Section 2.3(a).

"Offer Evaluation Period" is defined in Section 2.3(a).

"Offer Price" is defined in Section 7.2(a).

"Partnership Agreement" means the Third Amended and Restated Agreement of Limited Partnership of Delek Logistics Partners, LP, dated as of September 11, 2024, as amended, to which reference is hereby made for all purposes of this Agreement.

"Partnership Change of Control" means Delek US ceases to Control the general partner of the Partnership.

"Partnership Credit Agreement" is defined in Section 9.13(b).

"Partnership Group" means the Partnership and any of its Subsidiaries, treated as a single consolidated entity.

"Partnership Group Member" means any member of the Partnership Group.

"Partnership Parties" means the Partnership, Paline, SALA, Magnolia, El Dorado, Crude Logistics, Marketing-Big Sandy and OpCo.

"Partnership Refinancing Credit Agreement" is defined in Section 9.13(b).

"Party" and "Parties" are defined in the introduction to this Agreement.

"Past Practice" is defined in Section 10.1(i).

"Permitted Exceptions" is defined in Section 2.2.

"Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization association, government agency or political subdivision thereof or other entity.

"Proposed Transferee" is defined in Section 7.2(a).

"Prudent Industry Practice" means such practices, methods, acts, techniques, and standards as are in effect at the time in question that are consistent with the higher of (a) the standards generally followed by the United States pipeline and terminalling industries and (b) the standards applied or followed by Delek US or its Affiliates in the performance of similar tasks or projects, or by the Partnership Group or its Affiliates in the performance of similar tasks or projects.

"Restricted Activities" is defined in Section 2.1.

"Retained Assets" means, with respect to a particular Transaction Agreement, all gathering pipelines, transportation pipelines, storage tanks, trucks, truck racks, terminal facilities, offices and related equipment, real estate and other related assets or portions thereof owned by any of the Delek Entities that were not directly or indirectly conveyed, contributed or otherwise transferred to the Partnership Group pursuant to that Transaction Agreement or the other documents referred to in that Transaction Agreement; *provided, however*, that once any such assets have been directly or indirectly conveyed, contributed or otherwise transferred to the Partnership Group pursuant to any subsequent Transaction Agreement or the other documents referred to in any subsequent Transaction Agreement, such assets shall not be included in the definition of "Retained Assets" for purposes of the first-referenced Transaction Agreement in this definition with respect to the period on or after the applicable Closing Date under that subsequent Transaction Agreement.

"ROFR Acceptance Deadline" means the First ROFR Acceptance Deadline or the Second ROFR Acceptance Deadline, as applicable.

"ROFR Assets" means any assets of the Partnership Group that (x) are integral to any refinery owned, acquired or constructed by a Delek Entity or (y) are listed on Schedule VI to this Agreement; *provided, however*, that immaterial assets disposed of in the ordinary course are not ROFR Assets.

"ROFR Governmental Approval Deadline" is defined in Section 7.2(c).

"ROFR Response" is defined in Section 7.2(a).

"Sale Assets" is defined in Section 7.2(a).

"Schedules" means Schedules I through IX attached to this Agreement, as may be amended and restated pursuant to Section 9.12.

"Second Indemnification Deadline" means the applicable date for each Transaction Agreement as set forth on Schedule IX to this Agreement.

"Second ROFR Acceptance Deadline" is defined in Section 7.2(a).

"Subject Assets" is defined in Section 2.2(c).

"Subsidiary" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of the Board of Directors of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly

or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors, managers or other governing body of such Person.

"Transaction Agreement" means the applicable contribution or purchase agreement identified on Schedule IX to this Agreement, together with the additional conveyance documents and instruments contemplated or referenced thereunder.

"Transfer" means to, directly or indirectly, sell, assign, lease, convey, transfer or otherwise dispose of, whether in one or a series of transactions.

ARTICLE II
BUSINESS OPPORTUNITIES

2.1 Restricted Activities. Except with respect to assets acquired by a Delek Entity under Article VII or Article X, or as permitted by Section 2.2, the General Partner and Delek US shall be prohibited from, and Delek US shall cause each of the Delek Entities to refrain from, owning, operating, engaging in, acquiring, or investing in any business that owns or operates crude oil or refined products pipelines, terminals or storage facilities in the United States ("Restricted Activities").

2.2 Permitted Exceptions. Notwithstanding any provision of Section 2.1 to the contrary, the Delek Entities may engage in the following activities under the following circumstances (collectively, the "Permitted Exceptions"):

(a) the ownership and/or operation of any of the Retained Assets (including replacements or expansions of the Retained Assets);

(b) the acquisition, ownership or operation of any logistics asset, including, without limitation, any crude oil or refined products pipeline, terminal or storage facility, that is (i) acquired or constructed by a Delek Entity and (ii) within, substantially dedicated to, or an integral part of, any refinery owned, acquired or constructed by a Delek Entity;

(c) the acquisition, ownership or operation of any asset or group of related assets used in the activities described in Section 2.1 that are acquired or constructed by a Delek Entity after November 7, 2012 (excluding assets acquired or constructed pursuant to Section 2.2(b) other than those assets described on Schedule VII) (the "Subject Assets") if:

(i) the fair market value (as determined in good faith by the Board of Directors of the Delek Entity that will own the Subject Assets) of the Subject Assets is less than $5.0 million at the time of such acquisition by the Delek Entity or completion of construction, as the case may be;

(ii) in the case of an acquisition or the construction of the Subject Assets with a fair market value (as determined in good faith by the Board of Directors of the Delek Entity that will own the Subject Assets) equal to or greater than $5.0 million at the time of such acquisition by a Delek Entity or the completion of construction, as applicable, the Partnership has been offered the opportunity to purchase the Subject Assets in accordance with Section 2.3 and the Partnership has elected not to purchase the Subject Assets; or

(iii) notwithstanding Section 2.2(c)(i) and Section 2.2(c)(ii), the Subject Assets described on Schedule VII;

(d) the purchase and ownership of a non-controlling interest in any publicly traded entity engaged in any Restricted Activities; and

(e) the ownership of equity interests in the General Partner and the Partnership Group.

2.3 Procedures.

(a) If a Delek Entity acquires or constructs Subject Assets as described in Section 2.2(c)(ii), then not later than six months after the consummation of the acquisition or the completion of construction by such Delek Entity of the Subject Assets, as the case may be, the Delek Entity shall notify the General Partner in writing of such acquisition or construction and offer the Partnership Group the opportunity to purchase such Subject Assets in accordance with this Section 2.3 (the "Offer"). The Offer shall set forth the terms relating to the purchase of the Subject Assets and, if any Delek Entity desires to utilize the Subject Assets, the Offer will also include the terms on which the Partnership Group will provide services to the Delek Entity to enable the Delek Entity to utilize the Subject Assets. As soon as practicable, but in any event within 90 days after receipt by the General Partner of the Offer (the "Offer Evaluation Period"), the General Partner shall notify the Delek Entity in writing that either (i) the General Partner has elected not to cause a Partnership Group Member to purchase the Subject Assets, in which event (A) the Delek Entity shall be forever free to continue to own or operate such Subject Assets and (B) if the Delek Entity that owns such Subject Assets is not a Party hereto, such Delek Entity shall execute a joinder agreement in the form attached hereto as Exhibit A, or (ii) the General Partner has elected to cause a Partnership Group Member to purchase the Subject Assets, in which event the procedures outlined in the remainder of this Section 2.3 shall apply.

(b) If, within the Offer Evaluation Period, the Delek Entity and the General Partner are able to agree on the fair market value of the Subject Assets that are subject to the Offer and the other terms of the Offer including, without limitation, the terms, if any, on which the Partnership Group will provide services to the Delek Entity to enable the Delek Entity to utilize the Subject Assets, a Partnership Group Member shall purchase the Subject Assets for the agreed upon fair market value as soon as commercially practicable after such agreement has been reached and, if applicable, enter into an agreement with the Delek Entity to provide services in a manner consistent with the Offer.

(c) If, within the Offer Evaluation Period, the Delek Entity and the General Partner are unable to agree on the fair market value of the Subject Assets that are subject to the Offer or the other terms of the Offer including, if applicable, the terms on which the Partnership Group will provide services to the Delek Entity to enable the Delek Entity to utilize the Subject Assets, the Delek Entity and the General Partner will engage a mutually agreed upon, nationally recognized investment banking firm to determine the fair market value of the Subject Assets and any other terms on which the Partnership Group and the Delek Entity are unable to agree. The investment banking firm will determine the fair market value of the Subject Assets and any other terms on which the Partnership Group and the Delek Entity are unable to agree within 30 days of its engagement and furnish the Delek Entity and the General Partner its determination. The fees of the investment banking firm will be split equally between the Delek Entity and the Partnership Group. Once the investment banking firm has submitted its determination of the fair market value of the Subject Assets and any other terms on which the Partnership Group and the Delek Entity are unable to agree, the General Partner will have the right, but not the obligation to cause the Partnership Group to purchase the Subject Assets pursuant to the Offer, as modified by the determination of the investment banking firm. If the General Partner elects to cause the Partnership Group to purchase the Subject Assets, then the Partnership Group shall purchase the Subject Assets under the terms of the Offer, as modified by the determination of the investment banking firm as soon as commercially practicable after such determination and, if applicable, enter into an agreement with the Delek Entity to provide services in a manner consistent with the Offer, as modified by the determination of the investment banking firm.

(d) Nothing herein shall impede or otherwise restrict the foreclosure, sale, disposition or other exercise of rights or remedies by or on behalf of any secured lender of any Subject Asset subject to a security interest in favor of such lender or any agent for or on behalf of such lender under any credit arrangement now or hereafter in effect (it being understood and agreed that no secured lender to a Delek Entity shall have any obligation to make an Offer or to sell or cause to be sold any Subject Asset to any Partnership Group Member).

2.4 Scope of Prohibition. Except as provided in this Article II and the Partnership Agreement, each Delek Entity shall be free to engage in any business activity, including those that may be in direct competition with any Partnership Group Member.

2.5 Enforcement. The Delek Entities agree and acknowledge that the Partnership Group does not have an adequate remedy at law for the breach by the Delek Entities of the covenants and agreements set forth in this Article II, and that any breach by the Delek Entities of the covenants and agreements set forth in this Article II would result in irreparable injury to the Partnership Group. The Delek Entities further agree and acknowledge that any Partnership Group Member may, in addition to the other remedies which may be available to the Partnership Group, file a suit in equity to enjoin the Delek Entities from such breach, and consent to the issuance of injunctive relief under this Agreement.

ARTICLE III
INDEMNIFICATION

3.1 Environmental Indemnification.

(a) Subject to Section 3.2 and Section 3.5 and with respect to Indemnified Assets Transferred pursuant to a Transaction Agreement, the Delek Entities, jointly and severally, shall indemnify, defend and hold harmless the Partnership Group from and against any Losses suffered or incurred by the Partnership Group, directly or indirectly, or as a result of any claim by a third party, by reason of or arising out of:

(i) any violation or correction of violation of Environmental Laws;

(ii) any environmentally related event, condition or matter associated with or arising from the ownership or operation of the Indemnified Assets (including, without limitation, the presence of Hazardous Substances on, under, about or migrating to or from such Indemnified Assets or the disposal or release of Hazardous Substances generated by operation of such Indemnified Assets at non-Asset locations) including, without limitation, (A) the cost and expense of any investigation, assessment, evaluation, monitoring, reporting, containment, cleanup, repair, restoration, remediation, or other corrective action required or necessary under Environmental Laws, (B) the cost or expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws, and (C) the cost and expense of any environmental or toxic tort pre-trial, trial, or appellate legal or litigation support work;

(iii) any environmentally related event, condition or matter or legal action pending as of the applicable Closing Date against the Delek Entities, a true and correct summary of which, with respect to Indemnified Assets Transferred pursuant to a particular Transaction Agreement, is set forth on Schedule I attached hereto;

(iv) any event, condition or environmental matter associated with or arising from the Retained Assets, whether occurring before or after the Closing Date;

(v) any obligation imposed by or violation of the consent decree entered in United States v. Tyler Holding Company, Inc. and Delek Refining, Ltd., case no. 6:09-cv-319 (Eastern District of Texas), as it exists on July 26, 2013 and may be amended; and

(vi) any obligation imposed by or violation of the consent decree entered in United States and State of Arkansas v. Lion Oil Company, LLC, Civ. No. 03-1028 (Western District of Arkansas), as it exists on the date hereof and may be amended.

Provided, however, that with respect to any violation under Section 3.1(a)(i) or any environmentally related event, condition or matter included under Section 3.1(a)(ii) that is associated with the ownership or operation of the Indemnified Assets Transferred pursuant to a Transaction Agreement, the Delek Entities will be obligated to indemnify the Partnership Group only to the extent that such environmentally related violation, event, condition or matter giving rise to the claim (x) existed or occurred in whole or in part before the applicable Closing Date for such Transaction Agreement (or, with respect to an API 653 Tank, before the applicable API 653 Inspection Date) under then-applicable Environmental Laws and (y)(i) such environmentally

related violation, event, condition or matter is set forth on Schedule II attached hereto or (ii) Delek US is notified in writing of such environmentally related violation, event, condition or matter prior to the applicable First Indemnification Deadline (or, with respect to an API 653 Tank, the applicable First API 653 Indemnification Deadline) (clauses (i) through (iv) of this Section 3.1(a) collectively, with respect to such Transaction Agreement, being "Covered Environmental Losses").

(b) The Partnership Group shall indemnify, defend and hold harmless the Delek Entities from and against any Losses suffered or incurred by the Delek Entities, directly or indirectly, or as a result of any claim by a third party, by reason of or arising out of:

(i) any violation or correction of violation of Environmental Laws associated with or arising from the ownership or operation of the Indemnified Assets; and

(ii) any environmentally related event, condition or matter associated with or arising from the ownership or operation of the Indemnified Assets (including, but not limited to, the presence of Hazardous Substances on, under, about or migrating to or from the Indemnified Assets or the disposal or release of Hazardous Substances generated by operation of the Indemnified Assets at non-Asset locations) including, without limitation, (A) the cost and expense of any investigation, assessment, evaluation, monitoring, reporting, containment, cleanup, repair, restoration, remediation, or other corrective action required or necessary under Environmental Laws, (B) the cost or expense of the preparation and implementation of any closure, remedial, corrective action, or other plans required or necessary under Environmental Laws, and (C) the cost and expense for any environmental or toxic tort pre-trial, trial, or appellate legal or litigation support work;

and regardless of whether such violation under Section 3.1(b)(i) or such environmentally related event, condition or matter included under Section 3.1(b)(ii) occurred before or after the applicable Closing Date (or, with respect to an API 653 Tank, before or after the applicable API 653 Inspection Date), in each case, only to the extent that any of the foregoing are not Covered Environmental Losses for which the Partnership Group is entitled to indemnification from the Delek Entities under this Article III without giving effect to the applicable Annual Environmental Deductible.

3.2 Right of Way Indemnification. Subject to Section 3.5, with respect to Indemnified Assets Transferred pursuant to a Transaction Agreement, the Delek Entities, jointly and severally, shall indemnify, defend and hold harmless the Partnership Group from and against any Losses suffered or incurred by the Partnership Group by reason of or arising out of (a) the failure of the applicable Partnership Group Member to be the owner of such valid and indefeasible easement rights or fee ownership or leasehold interests in and to the lands on which any crude oil or refined products pipeline or related pump station, storage tank, terminal or truck rack or any related facility or equipment conveyed or contributed to the applicable Partnership Group Member on the applicable Closing Date is located as of such Closing Date, and such failure renders the Partnership Group liable to a third party or unable to use or operate the Indemnified Assets in substantially the same manner that the Indemnified Assets were used and operated by the applicable Delek Entity immediately prior to such Closing Date; (b) the failure of the

applicable Partnership Group Member to have the consents, licenses and permits necessary to allow any such pipeline referred to in clause (a) of this Section 3.2 to cross the roads, waterways, railroads and other areas upon which any such pipeline is located as of the applicable Closing Date, and such failure renders the Partnership Group liable to a third party or unable to use or operate the Indemnified Assets in substantially the same manner that the Indemnified Assets were used and operated by the applicable Delek Entity immediately prior to such Closing Date; and (c) the cost of curing any condition set forth in clause (a) or (b) of this Section 3.2 that does not allow any Asset to be operated in accordance with Prudent Industry Practice, in each case to the extent that Delek US is notified in writing of any of the foregoing prior to the applicable First Indemnification Deadline.

3.3 Additional Indemnification.

(a) In addition to and not in limitation of the indemnification provided under Sections 3.1(a) and 3.2 and with respect to a Transaction Agreement, the Delek Entities, jointly and severally, shall indemnify, defend, and hold harmless the Partnership Group from and against any Losses suffered or incurred by the Partnership Group by reason of or arising out of (A) events and conditions associated with the ownership or operation of the Indemnified Assets and existing or occurring before the applicable Closing Date (other than Covered Environmental Losses, which are provided for under Section 3.1, and those Losses provided for under Section 3.2) to the extent that Delek US is notified in writing of any of the foregoing prior to the applicable Second Indemnification Deadline, (B) any legal actions pending as of the applicable Closing Date and as set forth on Schedule III to this Agreement, (C) events and conditions associated with the Retained Assets whether occurring before or after the applicable Closing Date, (D) the failure to obtain any necessary consent from the Arkansas Public Service Commission, the Louisiana Public Service Commission, the Texas Railroad Commission or the Federal Energy Regulatory Commission for the conveyance to the Partnership Group of any pipelines located in Arkansas, Louisiana and Texas, if applicable, and (E) all federal, state and local income tax liabilities attributable to the ownership or operation of the Indemnified Assets prior to the applicable Closing Date, including under Treasury Regulation Section 1.1502-6 (or any similar provision of state or local law), and any such income tax liabilities of the Delek Entities that may result from the consummation of the formation transactions for the Partnership Group and the General Partner occurring on or prior to the applicable Closing Date.

(b) In addition to and not in limitation of the indemnification provided under Section 3.1(b) or the Partnership Agreement, the Partnership Group shall indemnify, defend, and hold harmless the Delek Entities from and against any Losses suffered or incurred by the Delek Entities by reason of or arising out of events and conditions associated with the ownership or operation of the Indemnified Assets and existing or occurring after the applicable Closing Date (other than Covered Environmental Losses which are provided for under Section 3.1(a)), unless such indemnification would not be permitted under the Partnership Agreement by reason of one of the provisos contained in Section 7.7(a) of the Partnership Agreement.

3.4 Indemnification Procedures.

(a) The Indemnified Party agrees that as promptly as practicable after it becomes aware of facts giving rise to a claim for indemnification under this Article III, it will provide notice thereof in writing to the Indemnifying Party, specifying the nature of and specific basis for such claim.

(b) The Indemnifying Party shall have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the Indemnified Party that are covered by the indemnification under this Article III, including, without limitation, the selection of counsel, determination of whether to appeal any decision of any court and the settling of any such claim or any matter or any issues relating thereto; *provided, however*, that no such settlement shall be entered into without the consent of the Indemnified Party (i) unless it includes a full release of the Indemnified Party from such claim and (ii) if such settlement would include any admission of fault by or imposition of injunctive or other equitable relief against the Indemnified Party.

(c) The Indemnified Party agrees to cooperate in good faith and in a commercially reasonable manner with the Indemnifying Party, with respect to all aspects of the defense of any claims covered by the indemnification under this Article III, including, without limitation, the prompt furnishing to the Indemnifying Party of any correspondence or other notice relating thereto that the Indemnified Party may receive, permitting the name of the Indemnified Party to be utilized in connection with such defense, the making available to the Indemnifying Party of any files, records or other information of the Indemnified Party that the Indemnifying Party considers relevant to such defense, the making available to the Indemnifying Party of any employees of the Indemnified Party and the granting to the Indemnifying Party of reasonable access rights to the properties and facilities of the Indemnified Party; *provided, however*, that in connection therewith the Indemnifying Party agrees to use reasonable efforts to minimize the impact thereof on the operations of the Indemnified Party and further agrees to maintain the confidentiality of all files, records, and other information furnished by the Indemnified Party pursuant to this Section 3.4. In no event shall the obligation of the Indemnified Party to cooperate with the Indemnifying Party as set forth in the immediately preceding sentence be construed as imposing upon the Indemnified Party an obligation to hire and pay for counsel in connection with the defense of any claims covered by the indemnification set forth in this Article III; *provided, however*, that the Indemnified Party may, at its own option, cost and expense, hire and pay for counsel in connection with any such defense. The Indemnifying Party agrees to keep any such counsel hired by the Indemnified Party informed as to the status of any such defense, but the Indemnifying Party shall have the right to retain sole control over such defense.

(d) In determining the amount of any Losses for which the Indemnified Party is entitled to indemnification under this Agreement, the gross amount of the indemnification will be reduced by (i) any insurance proceeds realized by the Indemnified Party, and such correlative insurance benefit shall be net of any incremental insurance premium that becomes due and payable by the Indemnified Party as a result of such claim and (ii) all amounts recovered by the Indemnified Party under contractual indemnities from third Persons. The Indemnified Party shall

use commercially reasonable efforts to pursue the collection of all insurance proceeds to which it may be entitled with respect to or on account of such Losses and shall notify the Indemnifying Party of all potential claims against third Persons pursuant to contractual indemnities.

3.5 Limitations Regarding Indemnification.

(a) The Delek Entities shall not, in any calendar year, be obligated to indemnify, defend and hold harmless the Partnership Group for a Covered Environmental Loss under Section 3.1(a)(ii) related to any Transaction Agreement until such time as the aggregate amount of all Covered Environmental Losses related to such Transaction Agreement in such calendar year exceeds the applicable annual environmental deductible set forth on Schedule IX (the "Annual Environmental Deductible"), at which time the Delek Entities shall be obligated to indemnify the Partnership Group for the amount of Covered Environmental Losses under Section 3.1(a)(ii) related to such Transaction Agreement that are in excess of the applicable Annual Environmental Deductible that are incurred by the Partnership Group in such calendar year. The Delek Entities shall not, in any calendar year, be obligated to indemnify, defend and hold harmless the Partnership Group for any individual Loss under Section 3.2 related to any Transaction Agreement until such time as the aggregate amount of all Losses under Section 3.2 related to such Transaction Agreement that are in such calendar year exceeds the applicable annual ROW deductible set forth on Schedule IX (the "Annual ROW Deductible"), at which time the Delek Entities shall be obligated to indemnify the Partnership Group for all Losses under Section 3.2 related to such Transaction Agreement in excess of the applicable Annual ROW Deductible that are incurred by the Partnership Group in such calendar year.

(b) For the avoidance of doubt, there is no monetary cap on the amount of indemnity coverage provided by any Indemnifying Party under this Article III.

(c) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ANY PARTY'S INDEMNIFICATION OBLIGATION HEREUNDER COVER OR INCLUDE CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES OR LOST PROFITS SUFFERED BY ANY OTHER PARTY ENTITLED TO INDEMNIFICATION UNDER THIS AGREEMENT; *provided*, that to the extent a Party hereunder receives insurance proceeds with respect to consequential, indirect, incidental, punitive, exemplary, special or similar damages or lost profits that would be waived under this Section 3.5(c), such Party shall be liable for such damages up to the amount of such insurance proceeds (net of any deductible and premiums paid with respect thereto).

(d) THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF THE INDEMNIFIED PARTIES.

ARTICLE IV
CORPORATE SERVICES

4.1 General.

(a) Delek US agrees to provide, and agrees to cause its Affiliates to provide, on behalf of the General Partner and for the Partnership Group's benefit, all of the centralized corporate services that Delek US and its Affiliates have traditionally provided in connection with the Assets including, without limitation, the general and administrative services listed on Schedule IV to this Agreement. As consideration for such services, the Partnership will pay Delek US an administrative fee (the "Administrative Fee") of $13 million per year, payable in equal monthly installments on or before the tenth Business Day of each month, commencing July 1, 2025. Effective July 1, 2026, the Administrative Fee, as in effect on June 30, 2026, will increase by $8 million. Delek US may increase or decrease the Administrative Fee (i) beginning on July 1, 2028, on July 1 of each year by a percentage equal to the change in the Consumer Price Index - All Urban Consumers, U.S. City Average, Not Seasonally Adjusted over the previous 12 calendar months or (ii) to reflect any increase in the cost of providing centralized corporate services to the Partnership Group due to changes in any law, rule or regulation applicable to Delek US or the Partnership Group, including any interpretation of such laws, rules or regulations.

(b) The General Partner shall, if requested in writing by Delek US, engage in good-faith negotiations with Delek US regarding, and may agree on behalf of the Partnership to, increases in the Administrative Fee in connection with (i) expansions of the operations of the Partnership Group through the acquisition or construction of new assets or businesses, or (ii) any Partnership Change of Control. Additionally, Delek US and the Partnership agree that, prior to December 31, 2026, they shall reassess the Administrative Fee and negotiate in good faith regarding an appropriate adjustment (if any) to the Administrative Fee, with such adjustment to go into effect on July 1, 2027.

(c) At the end of each calendar year, the Partnership will have the right to submit to Delek US a proposal to reduce the amount of the Administrative Fee for that year if the Partnership believes, in good faith, that the centralized corporate services performed by Delek US and its Affiliates for the benefit of the Partnership Group for the year in question do not justify payment of the full Administrative Fee for that year. If the Partnership submits such a proposal to Delek US, Delek US agrees that it will negotiate in good faith with the Partnership to determine if the Administrative Fee for that year should be reduced and, if so, the amount of such reduction. If the Parties agree that the Administrative Fee for that year should be reduced, then Delek US shall promptly pay to the Partnership the amount of any reduction for that year.

(d) The Partnership Group shall reimburse Delek US for all other direct or allocated costs and expenses incurred by Delek US and its Affiliates on behalf of the Partnership Group including, but not limited to:

(i) salaries of employees of the General Partner, Delek US or its Affiliates who devote 50% or more of their business time to the business and affairs of the Partnership Group, to the extent, but only to the extent, such employees perform services for the Partnership Group, *provided* that for employees that do not devote all of their business time to the Partnership Group, such expenses shall be based on the annual weighted average of time spent and number of employees devoting services to the Partnership Group;

(ii) the cost of employee benefits relating to employees of the General Partner, Delek US or its Affiliates who devote 50% or more of their business time to the business and affairs of the Partnership Group, including 401(k), pension, bonuses and health insurance benefits (but excluding Delek US stock-based compensation expense), to the extent, but only to the extent, such employees perform services for the Partnership Group, *provided* that for employees that do not devote all of their business time to the Partnership Group, such expenses shall be based on the annual weighted average of time spent and number of employees devoting their services to the Partnership Group;

(iii) any expenses incurred or payments made by Delek US or its Affiliates for insurance coverage with respect to the Assets or the business of the Partnership Group;

(iv) all expenses and expenditures incurred by Delek US or its Affiliates, if any, as a result of the Partnership becoming and continuing as a publicly traded entity, including, but not limited to, costs associated with annual and quarterly reports, independent auditor fees, partnership governance and compliance, registrar and transfer agent fees, tax return and Schedule K-1 preparation and distribution, legal fees and independent director compensation; and

(v) all sales, use, excise, value added or similar taxes, if any, that may be applicable from time to time with respect to the services provided by Delek US and its Affiliates to the Partnership Group pursuant to Section 4.1(a).

Such reimbursements shall be made on or before the tenth Business Day of the month following the month such costs and expenses are incurred, other than reimbursements solely related to bonuses for employees of the General Partner, which shall be reimbursed on or prior to the last Business Day of the month that such bonuses are paid. For the avoidance of doubt, the costs and expenses set forth in Section 4.1(d) shall be paid by the Partnership Group in addition to, and not as a part of or included in, the Administrative Fee.

4.2 Transition Services. In the event of a Partnership Change of Control, Delek US shall, if requested in writing by the Partnership, engage in good-faith negotiations with the Partnership regarding the continued provision by Delek US of some or all of the administrative services listed on Schedule IV for a transitional period. The scope of such services, their duration and the fees related to the provision of such services will be determined by the mutual agreement of Delek US and the Partnership at such time.

ARTICLE V
CAPITAL AND OTHER EXPENDITURES

5.1 Reimbursement of Operating, Maintenance Capital and Other Expenditures. For five years following the applicable Closing Date, with respect to Assets Transferred pursuant to a Transaction Agreement, the Delek Entities will reimburse the Partnership Group on a dollar-for-dollar basis, without duplication, for each of the following:

(a) (i) any operating expenses in excess of $500,000 in any calendar year, in the case of Assets Transferred pursuant to the Initial Transaction Agreement set forth on Schedule IX, and (ii) any operating expenses and capital expenditures, in the case of Assets Transferred pursuant to the applicable Transaction Agreement set forth on Schedule IX, in each case, that are incurred by the Partnership Group for inspections, maintenance and repairs to any storage tanks included as part of the Assets and that are made solely in order to comply with current minimum standards under (x) the U.S. Department of Transportation's Pipeline Integrity Management Rule 49 CFR 195.452 and (y) American Petroleum Institute (API) Standard 653 for Aboveground Storage Tanks ("API 653"); and

(b) capital expenditures in connection with those certain capital projects related to the Assets and as set forth on Schedule VIII to this Agreement.

ARTICLE VI
RESERVED

ARTICLE VII
RIGHT OF FIRST REFUSAL

7.1 Delek US Right of First Refusal.

(a) During the term of this Agreement and until the expiration of the Call Option Exercise Period, including any extension thereof pursuant to Section 10.1(g), each Partnership Party hereby grants to Delek US a right of first refusal on any proposed Transfer (other than a grant of a security interest to a bona fide third-party lender or a Transfer to another Partnership Group Member) of any ROFR Asset set forth next to such Partnership Party's name on Schedule VI. The Parties acknowledge and agree that nothing in this Article VII shall prevent or restrict the Transfer of the capital stock, equity or ownership interests or other securities of the General Partner or the Partnership.

(b) The Parties acknowledge that all potential Transfers of ROFR Assets pursuant to this Article VII are subject to obtaining any and all required written consents of governmental authorities and other third parties and to the terms of all existing agreements in respect of the ROFR Assets; *provided, however*, that the Partnership represents and warrants that, to its

knowledge after reasonable investigation, there are no terms in such agreements that would materially impair the rights granted to Delek US pursuant to this Article VII with respect to any ROFR Asset.

7.2 Procedures for Transfer of ROFR Asset.

(a) In the event a Partnership Group Member proposes to Transfer any of the ROFR Assets (other than to an Affiliate) pursuant to a bona fide third-party offer (an "Acquisition Proposal"), then the Partnership shall, prior to entering into any such Acquisition Proposal, first give notice in writing to Delek US (a "Disposition Notice") of its intention to enter into such Acquisition Proposal. The Disposition Notice shall include any material terms, conditions and details as would be necessary for Delek US to determine whether to exercise its right of first refusal with respect to the Acquisition Proposal, which terms, conditions and details shall at a minimum include: the name and address of the prospective acquiror (the "Proposed Transferee"), the ROFR Assets subject to the Acquisition Proposal (the "Sale Assets"), the purchase price offered by such Proposed Transferee (the "Offer Price"), reasonable detail concerning any non-cash portion of the proposed consideration, if any, to allow Delek US to reasonably determine the fair market value of such non-cash consideration, the Partnership Group's estimate of the fair market value of any non-cash consideration and all other material terms and conditions of the Acquisition Proposal that are then known to the Partnership Group. To the extent the Proposed Transferee's offer consists of consideration other than cash (or in addition to cash), the Offer Price shall be deemed equal to the amount of any such cash plus the fair market value of such non-cash consideration. In the event Delek US and the Partnership Group are able to agree on the fair market value of any non-cash consideration or if the consideration consists solely of cash, Delek US will provide written notice of its decision regarding the exercise of its right of first refusal to purchase the Sale Assets (the "ROFR Response") to the Partnership Group within 60 days of its receipt of the Disposition Notice (the "First ROFR Acceptance Deadline"). In the event Delek US and the Partnership Group are unable to agree on the fair market value of any non-cash consideration prior to the First ROFR Acceptance Deadline, Delek US shall indicate its desire to determine the fair market value of such non-cash consideration pursuant to the procedures outlined in the remainder of this Section 7.2(a) in a ROFR Response delivered prior to the First ROFR Acceptance Deadline. If no ROFR Response is delivered by Delek US prior to the First ROFR Acceptance Deadline, then Delek US shall be deemed to have waived its right of first refusal with respect to such Sale Asset. In the event (i) Delek US' determination of the fair market value of any non-cash consideration described in the Disposition Notice is less than the fair market value of such consideration as determined by the Partnership Group in the Disposition Notice and (ii) Delek US and the Partnership Group are unable to mutually agree upon the fair market value of such non-cash consideration within 60 days after Delek US notifies the Partnership Group of its determination thereof, the Partnership Group and Delek US will engage a mutually agreed upon, nationally recognized investment banking firm to determine the fair market value of the non-cash consideration. The investment banking firm will determine the fair market value of the non-cash consideration within 30 days of its engagement and furnish Delek US and the General Partner its determination. The fees of the investment banking firm will be split equally between the Delek Entities and the Partnership Group. Once the investment banking firm has submitted its

determination of the fair market value of the non-cash consideration, Delek US will provide a ROFR Response to the Partnership Group within 30 days after the investment banking firm has submitted its determination (the "Second ROFR Acceptance Deadline"). If no ROFR Response is delivered by Delek US prior to the Second ROFR Acceptance Deadline, then Delek US shall be deemed to have waived its right of first refusal with respect to such Sale Asset.

(b) If Delek US elects in a ROFR Response delivered prior to the applicable ROFR Acceptance Deadline to exercise its right of first refusal with respect to a Sale Asset, within 60 days of the delivery of the ROFR Response, such ROFR Response shall be deemed to have been accepted by the applicable Partnership Group Member and such Partnership Group Member shall enter into an agreement with Delek US providing for the consummation of the Acquisition Proposal upon the terms set forth in the ROFR Response. Unless otherwise agreed between Delek US and the Partnership, the terms of the purchase and sale agreement will include the following:

(i) Delek US will agree to deliver the Offer Price in cash (unless Delek US and the Partnership Group agree that such consideration will be paid, in whole or in part, in equity securities of Delek US, an interest-bearing promissory note, or any combination thereof);

(ii) the applicable Partnership Group Member will represent that it has title to the Sale Asset that is sufficient to operate the Sale Assets in accordance with their intended and historical use, subject to all recorded matters and all physical conditions in existence on the closing date for the purchase of the applicable Sale Asset, plus any other such matters as Delek US may approve. If Delek US desires to obtain any title insurance with respect to the Sale Asset, the full cost and expense of obtaining the same (including but not limited to the cost of title examination, document duplication and policy premium) shall be borne by Delek US;

(iii) the applicable Partnership Group Member will grant to Delek US the right, exercisable at Delek US' risk and expense prior to the delivery of the ROFR Response, to make such surveys, tests and inspections of the Sale Asset as Delek US may deem desirable, so long as such surveys, tests or inspections do not damage the Sale Asset or interfere with the activities of the applicable Partnership Group Member;

(iv) Delek US will have the right to terminate its obligation to purchase the Sale Asset under this Article VII if the results of any searches under Section 7.2(b)(ii) or (iii) above are, in the reasonable opinion of Delek US, unsatisfactory;

(v) the closing date for the purchase of the Sale Asset shall occur no later than 180 days following receipt by the Partnership Group of the ROFR Response pursuant to Section 7.2(a);

(vi) the Partnership Group Member and Delek US shall use commercially reasonable efforts to do or cause to be done all things that may be reasonably necessary or advisable to effectuate the consummation of any transactions contemplated by this Section 7.2(b), including causing its respective Affiliates to execute, deliver and perform all documents, notices, amendments, certificates, instruments and consents required in connection therewith;

(vii) the sale of any Sale Assets shall be made on an "as is," "where is" and "with all faults" basis, and the instruments conveying such Sale Assets shall contain appropriate disclaimers; and

(viii) neither the Partnership Group nor Delek US shall have any obligation to sell or buy the Sale Assets if any of the consents referred to in Section 7.1(b) has not been obtained.

(c) Delek US and the Partnership Group shall cooperate in good faith in obtaining all necessary governmental and other third party approvals, waivers and consents required for the closing. Any such closing shall be delayed, to the extent required, until the third Business Day following the expiration of any required waiting periods under the HSR Act; *provided, however*, that such delay shall not exceed 60 days following the 180 days referred to in Section 7.2(b)(v) (the "ROFR Governmental Approval Deadline") and, if governmental approvals and waiting periods shall not have been obtained or expired, as the case may be, by such ROFR Governmental Approval Deadline, then Delek US shall be deemed to have waived its right of first refusal with respect to the Sale Assets described in the Disposition Notice and thereafter the Partnership Group shall be free to consummate the Transfer to the Proposed Transferee, subject to Section 7.2(d)(ii).

(d) If the Transfer to the Proposed Transferee (i) in the case of a Transfer other than a Transfer permitted under Section 7.2(c), is not consummated in accordance with the terms of the Acquisition Proposal within the later of (A) 180 days after the applicable ROFR Acceptance Deadline and (B) three Business Days after the satisfaction of all governmental approval or filing requirements, if any, or (ii) in the case of a Transfer permitted under Section 7.2(c), is not consummated within the later of (A) 60 days after the ROFR Governmental Approval Deadline and (B) three Business Days after the satisfaction of all governmental approval or filing requirements, if any, then in each case the Acquisition Proposal shall be deemed to lapse, and the Partnership or member of the Partnership Group may not Transfer any of the Sale Assets described in the Disposition Notice without complying again with the provisions of this Article VII if and to the extent then applicable.

ARTICLE VIII
LICENSE OF NAME AND MARK

8.1 Grant of License. Upon the terms and conditions set forth in this Article VIII, Delek US hereby grants and conveys to each of the entities currently or hereafter comprising a part of the Partnership Group a nontransferable, nonexclusive, royalty-free right and license ("License") to use the name "Delek" (the "Name") and any other trademarks owned by Delek US which contain the Name (collectively, the "Marks").

8.2 Ownership and Quality.

(a) The Partnership agrees that ownership of the Name and the Marks and the goodwill relating thereto shall remain vested in Delek US both during the term of this License and thereafter, and the Partnership further agrees, and agrees to cause the other members of the

Partnership Group, never to challenge, contest or question the validity of Delek US' ownership of the Name and Marks or any registration thereto by Delek US. In connection with the use of the Name and the Mark, the Partnership and any other member of the Partnership Group shall not in any manner represent that they have any ownership in the Name and the Marks or registration thereof except as set forth herein, and the Partnership, on behalf of itself and the other members of the Partnership Group, acknowledges that the use of the Name and the Marks shall not create any right, title or interest in or to the Name and the Mark, and all use of the Name and the Marks by the Partnership or any other member of the Partnership Group, shall inure to the benefit of Delek US.

(b) The Partnership agrees, and agrees to cause the other members of the Partnership Group, to use the Name and Marks in accordance with such quality standards established by Delek US and communicated to the Partnership from time to time, it being understood that the products and services offered by the members of the Partnership Group immediately before the Closing Date are of a quality that is acceptable to Delek US and justifies the License.

8.3 Termination. The License shall terminate upon a termination of this Agreement pursuant to Section 9.4.

ARTICLE IX
MISCELLANEOUS

9.1 Choice of Law; Submission to Jurisdiction. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each Party hereby submits to the jurisdiction of the state and federal courts in the State of Texas and to venue in Houston, Texas.

9.2 Notice. All notices, requests, demands, and other communications hereunder will be in writing and will be deemed to have been duly given: (a) if by facsimile or hand delivery, when delivered; (b) if mailed via the official governmental mail system, five (5) Business Days after mailing, *provided* that said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as FedEx, UPS, or DHL Worldwide, one (1) Business Day after deposit therewith is prepaid; or (d) if by e-mail, one Business Day after delivery with receipt confirmed. All notices will be addressed to the Parties at the respective addresses as follows:

If to the Delek Entities:

c/o Delek US Holdings, Inc.
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: General Counsel

Telecopy No.: (615) 435-1271
E-mail: legalnotices@delekus.com

with a copy, which shall not constitute notice, to:

c/o Delek US Holdings, Inc.
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: President
Telecopy No: (615) 435-1271
E-mail: legalnotices@delekus.com

If to the Partnership Group:

Delek Logistics Partners, LP
c/o Delek Logistics GP, LLC
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: General Counsel
Telecopy No: (615) 435-1271
E-mail: legalnotices@delekus.com

with a copy, which shall not constitute notice, to:

Delek Logistics Partners, LP
c/o Delek Logistics GP, LLC
310 Seven Springs Way, Suite 500
Brentwood, TN 37027
Attn: President
Telecopy No: (615) 435-1271
E-mail: legalnotices@delekus.com

or to such other address or to such other person as either Party will have last designated by notice to the other Party.

9.3 Entire Agreement. This Agreement, together with the Schedules attached hereto (which are incorporated herein by reference) constitute the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

9.4 Termination of Agreement. This Agreement, other than the provisions set forth in Section 4.2, Articles III, VII, and X hereof, may be terminated by Delek US or the Partnership upon a Partnership Change of Control. For the avoidance of doubt, the Parties' indemnification obligations under Article III, the right of first refusal under Article VII and the Call Option under Article X shall survive the termination of this Agreement in accordance with their respective terms.

9.5 Amendment or Modification. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" or an "Addendum" to this Agreement.

9.6 Assignment. No Party shall have the right to assign its rights or obligations under this Agreement without the consent of the other Parties hereto; *provided, however*, that (i) the Partnership may make a collateral assignment of this Agreement solely to secure financing for the Partnership Group and (ii) Delek US may assign its rights under Article VII to any Affiliate of Delek US.

9.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or in portable document format (.pdf) shall be effective as delivery of a manually executed counterpart hereof.

9.8 Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

9.9 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

9.10 Rights of Limited Partners. The provisions of this Agreement are enforceable solely by the Parties to this Agreement, and no Limited Partner of the Partnership shall have the right, separate and apart from the Partnership, to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement.

9.11 Amendment and Restatement. This Agreement amends and restates the Fourth A&R Agreement in its entirety and the Parties agree that the terms and provisions of this Agreement replace the terms and provisions of the Fourth A&R Agreement, which is no longer in force as of the date hereof.

9.12 Amendment of Schedules. The Parties may amend and restate the Schedules at any time without otherwise amending or restating this Agreement by the execution by all of the Parties of a cover page to the amended Schedules in the form attached hereto as Exhibit B. Such amended and restated Schedules shall replace the prior Schedules as of the date of execution of the cover page and shall be incorporated by reference into this Agreement for all purposes.

9.13 Suspension of Certain Provisions in Certain Circumstances.

(a) The provisions of Article VII and Article X shall be of no force and effect with respect to Delek US, Delek Refining or Lion Oil, as applicable, and such Party (i) shall have no rights or obligations under Article VII and Article X if such Party shall institute any proceeding or voluntary case seeking to adjudicate it as bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general assignment for the benefit of creditors, or (iv) shall take any action to authorize or effect any of the actions set forth above in this Section 9.13.

(b) In addition to the foregoing, notwithstanding anything in Article VII to the contrary, Delek US shall have no right to exercise any rights of first refusal under Article VII on, and no Partnership Party or lender to any Partnership Party shall have any obligation to give any Disposition Notice or other notice to the Partnership Group with respect to any proposed Transfer of any ROFR Asset while any Default or Event of Default exists under, and as defined in, that Fourth Amended and Restated Credit Agreement dated as of October 13, 2022, by and among the Partnership, the other Borrowers party thereto, the Lenders and L/C issuers from time to time party thereto, the Guarantors from time to time party thereto, Fifth Third Bank, as Administrative Agent, Bank of America, N.A., PNC Bank Capital Markets LLC, MUFG Bank, Ltd., Wells Fargo Bank, N.A., Citizens Bank, N.A. and Royal Bank of Canada, as Co-Syndication Agents, and Barclays Bank PLC, U.S. Bank National Association, Regions Bank, and Truist Bank, as Co-Documentation Agents, as amended, supplemented or otherwise modified from time to time, including any replacement thereof (the "Partnership Credit Agreement"), without the prior written consent of the Required Lenders, as defined in the Partnership Credit Agreement. Upon any refinancing or replacement of any of the indebtedness evidenced by the Partnership Credit Agreement (each a "Partnership Refinancing Credit Agreement"), Delek US shall execute and deliver to any administrative agent and/or lenders under any Partnership Refinancing Credit Agreement an agreement and acknowledgement that Delek US shall have no right to exercise any right of first refusal under Article VII on any proposed Transfer of any ROFR Asset while any Default or Event of Default exists under such Partnership Refinancing Credit Agreement without the prior written consent of such administrative agent or certain proportion of the lenders with respect thereto (which proportion shall be determined by the lenders in connection with such Partnership Refinancing Credit Agreement).

ARTICLE X
CALL OPTION

10.1 Call Option to Purchase Certain Assets.

(a) Subject to Section 10.1(c), each Partnership Party, on behalf of itself and the Partnership Group, hereby grants to Delek US an exclusive option to purchase all or any part of

the Partnership Group's right, title and interest in, to and under the assets listed on Schedule XI hereto (the "Call Option"), which Schedule XI shall be updated from time to time by mutual agreement of Delek US and the Partnership Parties; *provided* that Delek US can remove assets from Schedule XI at its sole option (the "Call Option Assets"). All references to such Call Option Assets in this Agreement shall be deemed qualified by the descriptions thereof set forth on such Schedule XI hereto. Any tangible assets constructed or acquired by a Partnership Group Member to replace the function of any of the Call Option Assets described above will be subject to the Call Option described in this Section 10.1.

(b) The Call Option will be exercisable, in whole or in part, in one or more exercises, beginning on the effective date of a Call Option Triggering Event (the "Call Option Triggering Date") and continuing for a period of (i) six months from such Call Option Triggering Date, with respect to a Call Option Triggering Event (A) under clause (ii) of the definition of Call Option Triggering Event or (B) that results from a transaction where the Delek Entities transfer Control of the Partnership to a Person other than one of the Delek Entities or a Partnership Party, and (ii) four years from such Call Option Triggering Date with respect to any other Call Option Triggering Event (the "Call Option Exercise Period").

(c) The Parties acknowledge that all potential Transfers of Call Option Assets pursuant to this Article X are subject to obtaining any and all required consents of governmental authorities and other third parties and to the terms of all existing agreements in respect of the Call Option Assets; *provided*, *however*, that the Partnership represents and warrants that, to its knowledge after reasonable investigation, there are no terms in such agreements that would materially impair the rights granted to Delek US pursuant to this Article X with respect to any Call Option Asset. Delek US and the Partnership Group shall cooperate in good faith in obtaining all necessary governmental and other third party approvals, waivers and consents required for the exercise of the Call Option.

(d) Each Partnership Group Member and Delek US shall use commercially reasonable efforts to do or cause to be done all things that are reasonably necessary to effectuate the consummation of any transactions contemplated by this Article X, including causing its respective Affiliates to execute, deliver and perform all documents, notices, amendments, certificates, instruments and consents required in connection therewith.

(e) The Parties agree and acknowledge that the sale of the Call Option Assets by the Partnership Parties to Delek US shall be made on an "as is," "where is" and "with all faults" basis, and the instruments conveying such Call Option Assets shall contain appropriate disclaimers.

(f) Neither the Partnership Group nor Delek US shall have any obligation to sell or buy the Call Option Assets if any of the consents referred to in Section 10.1(c) has not been obtained.

(g) Delek US and the Partnership Group shall cooperate in good faith in obtaining all necessary governmental and other third party approvals, waivers and consents required for the closing. Any such closing shall be delayed, to the extent required, until the third Business Day

following the expiration of any required waiting periods under the HSR Act. If the exercise of the Call Option is prevented or delayed due to the Partnership's failure to obtain any required consent, then the Call Option Exercise Period shall be automatically extended with respect to the Call Option Assets subject to such consent, until such time as the exercise of the Call Option with respect to such Call Option Assets will not be so prevented or delayed; *provided*, that any Call Option Assets not subject to such extension will no longer be subject to this Article X (or Article VII). If the Partnership is not successful in obtaining the necessary consent of any lenders to the Transfer of the Call Option Assets pursuant to this Article X, then it will use best efforts to repay or refinance such indebtedness.

(h) During the term of this Agreement and the Call Option Exercise Period, including any extension thereof pursuant to Section 10.1(g), (i) the Partnership must obtain the prior written consent of Delek US before changing the operating use of any Call Option Asset, and (ii) the Partnership must obtain the prior written consent of Delek US before permitting any third party to use any of the Call Option Assets, in each case such consent may not be unreasonably withheld, conditioned or delayed.

(i) During the term of this Agreement and the Call Option Exercise Period, including any extension thereof pursuant to Section 10.1(g), the Partnership Group will use commercially reasonable efforts to maintain the Call Option Assets at a level needed for continued safe and reliable operation by the Delek Entities consistent with their historical use thereof. Upon the written request of any Delek Entity, the Partnership Group will provide reasonable maintenance consistent with industry practices for such continued safe and reliable operation consistent with the historic use of such Call Option Assets ("Past Practice"). In the event the Partnership Group fails to provide any such requested reasonable maintenance consistent with Past Practice within 30 days upon the receipt of a written request for such maintenance from the Delek Entities, then the Delek Entities shall be entitled to provide for such maintenance and offset the reasonable, documented, out-of-pocket cost thereof against amounts owed between the Delek Entities and the Partnership Group. In the event any Delek Entity requests maintenance on any Call Option Asset beyond what is consistent with Past Practice, then the Partnership Group shall permit the Delek Entities to perform, or cause to be performed, such maintenance, at the sole cost and expense of the Delek Entities.

(j) If any exercise of the Call Option results in a change in the Call Option Assets subject to any intercompany agreement between one or more Delek Entities, on the one hand, and one or more Partnership Group Members, on the other hand, then such intercompany company agreement shall be ratably adjusted to reflect the exercise of the Call Option without renegotiation of the other terms thereof. If the Parties are unable to mutually agree upon such ratable adjustment, then such ratable adjustment shall be included as a matter to be resolved pursuant to Section 10.2(c) below.

(k) Delek US shall have no right to exercise any Call Option under Article X while any Default or Event of Default exists under, and as defined in, the Partnership Credit Agreement, without the prior written consent of the Required Lenders, as defined in the Partnership Credit Agreement. With respect to any Partnership Refinancing Credit Agreement,

Delek US shall execute and deliver to any administrative agent and/or lenders under any Partnership Refinancing Credit Agreement an agreement and acknowledgement that Delek US shall have no right to exercise any Call Option under Article X while any Default or Event of Default exists under such Partnership Refinancing Credit Agreement without the prior written consent of such administrative agent or certain proportion of the lenders with respect thereto (which proportion shall be determined by the lenders in connection with such Partnership Refinancing Credit Agreement).

10.2 Procedures for Exercise of the Call Option.

(a) Each time Delek US exercises the Call Option during the Call Option Exercise Period, Delek US will provide a written notice (a "Call Option Exercise Notice") to the Partnership identifying the Call Option Assets to be purchased, the fair market value it proposes to pay for such Call Option Assets, and any other terms of the exercise, which may include terms upon which the Partnership Group will provide services to one or more Delek Entities in connection with such Call Option Assets. Delek US and the Partnership shall negotiate in good faith the terms of such Call Option exercise, including the fair market value of the Call Option Assets to be purchased, within 90 days after the delivery of such Call Option Exercise Notice. Upon agreement of the terms of such Call Option exercise, Delek US and the Partnership shall cooperate in good faith to establish a mutually acceptable closing date (the "Call Option Closing Date") for the consummation of the Transfer of the Call Option Assets. Delek US may pay the purchase price for any exercise of the Call Option in cash, DKL Units, or a combination thereof in its sole discretion, unless Delek US and the Partnership agree that such consideration will be paid, in whole or in part, in equity securities of Delek US, an interest-bearing promissory note, or any combination thereof; *provided*, that after giving pro forma effect thereto, the Total Leverage Ratio (as defined in the Indenture dated March 13, 2024 with respect to the Partnership's 8.625% Senior Notes due 2029, as in effect as of the date hereof) does not exceed 4.00 to 1.00; *provided further*, that in the event the Partnership Group is required to provide services to one or more Delek Entities in connection with such Call Option Assets, the fees for such services shall be paid in cash only.

(b) On the Call Option Closing Date, each applicable Partnership Group Member shall represent that it has title to the Call Option Assets being transferred that is sufficient to operate the Call Option Assets in accordance with their intended and historical use, subject to all recorded matters and all physical conditions in existence on the closing date for the purchase of the applicable Call Option Asset, plus any other such matters as Delek US may approve. If Delek US desires to obtain any title insurance with respect to a Call Option Asset, the full cost and expense of obtaining the same (including but not limited to the cost of title examination, document duplication and policy premium) shall be borne by Delek US.

(c) If Delek US and the Partnership are unable to agree, within 90 days of the delivery of such Call Option Exercise Notice, on the fair market value of the Call Option Assets to be purchased under any Call Option Exercise Notice or any other terms of the purchase, including, if applicable, the terms on which the Partnership Group will provide services to one or more Delek Entities in connection with such Call Option Assets, then Delek US and the

Partnership will, within 120 days of the delivery of such Call Option Exercise Notice, engage a mutually-agreed-upon, independent, nationally recognized investment banking firm ("Independent Bank") to determine the fair market value of the Call Option Assets to be purchased and/or to propose customary terms to replace the terms on which Delek US and the Partnership are unable to agree. The fees of the investment banking firm will be split equally between Delek US and the Partnership. Delek US and the Partnership shall use commercially reasonable efforts to provide all documentation reasonably requested by the Independent Bank, and to cause the Independent Bank to submit its determination of the fair market value and/or make its proposal of customary terms within 30 days of the submission of the disputed matters to the Independent Bank. Once the Independent Bank submits its determination of the fair market value of the Call Option Assets to be purchased and/or proposes other customary terms to replace the terms on which Delek US and the Partnership are unable to agree (which determination shall be solely limited to, and must be within the range of, such matters on which the Parties are unable agree), Delek US will have the right, but not the obligation, to purchase the Call Option Assets to be purchased on the terms as modified by the Independent Bank. Delek US will provide written notice of its decision to the Partnership within 30 days after the Independent Bank has submitted its determination to the Parties. Failure to provide such notice within such 30-day period shall be deemed to constitute a decision not to purchase such Call Option Assets, but Delek US shall reserve the right to include any such Call Option Assets in a future Call Option Exercise Notice during the Call Option Exercise Period.

(d) The applicable Partnership Group Member will grant to Delek US the right, exercisable at Delek US' risk and expense prior to the Call Option Closing Date, to make such surveys, tests and inspections of the Call Option Assets as Delek US may deem desirable, so long as such surveys, tests or inspections do not damage the Call Option Assets or interfere with the activities of the applicable Partnership Group Member. Delek US will have the right to terminate its obligation to purchase the Call Option Assets under this Article X if the results of any searches under this Section 10.2(d) are, in the reasonable opinion of Delek US, unsatisfactory.

(e) If requested by Delek US, the Partnership shall use commercially reasonable efforts to obtain financial statements at the sole cost and expense of Delek US, with respect to any Call Option Assets purchased by the Delek Entities as required under Regulation S-X promulgated by the Securities and Exchange Commission or any successor statute.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the Closing Date.

DELEK US HOLDINGS, INC.

By: /s/ Mark Hobbs
Name: Mark Hobbs
Title: EVP and Chief Financial Officer

DELEK REFINING, LTD.

By: /s/ Mark Hobbs
Name: Mark Hobbs
Title: EVP and Chief Financial Officer

LION OIL COMPANY, LLC

By: /s/ Mark Hobbs
Name: Mark Hobbs
Title: EVP and Chief Financial Officer

DELEK US HOLDINGS, INC.

By: /s/ Patrick Reilly
Name: Patrick Reilly
Title: EVP and Chief Commercial Officer

DELEK REFINING, LTD.

By: /s/ Patrick Reilly
Name: Patrick Reilly
Title: EVP and Chief Commercial Officer

LION OIL COMPANY, LLC

By: /s/ Patrick Reilly
Name: Patrick Reilly
Title: EVP and Chief Commercial Officer

DELEK LOGISTICS PARTNERS, LP
By: Delek Logistics GP, LLC,
its general partner

By: /s/ Reuven Spiegel
Name: Reuven Spiegel
Title: EVP, DKL

DELEK MARKETING & SUPPLY, LP
By: Delek Marketing GP, LLC,
its general partner

By: /s/ Reuven Spiegel
Name: Reuven Spiegel
Title: EVP, DKL

PALINE PIPELINE COMPANY, LLC
SALA GATHERING SYSTEMS, LLC
MAGNOLIA PIPELINE COMPANY, LLC
EL DORADO PIPELINE COMPANY, LLC
DELEK CRUDE LOGISTICS, LLC
DELEK MARKETING-BIG SANDY, LLC
DKL TRANSPORTATION, LLC
DELEK LOGISTICS OPERATING, LLC
DELEK LOGISTICS GP, LLC

By: /s/ Reuven Spiegel
Name: Reuven Spiegel
Title: EVP, DKL

DELEK LOGISTICS PARTNERS, LP
By: Delek Logistics GP, LLC,
its general partner

By: /s/ Robert Wright
Name: Robert Wright
Title: EVP and Chief Financial Officer

DELEK LOGISTICS GP, LLC

By: /s/ Robert Wright
Name: Robert Wright
Title: EVP and Chief Financial Officer

DELEK MARKETING & SUPPLY, LP
By: Delek Marketing GP, LLC,
its general partner

By: /s/ Robert Wright
Name: Robert Wright
Title: SVP and Deputy Chief Financial Officer

PALINE PIPELINE COMPANY, LLC
SALA GATHERING SYSTEMS, LLC
MAGNOLIA PIPELINE COMPANY, LLC
EL DORADO PIPELINE COMPANY, LLC
DELEK CRUDE LOGISTICS, LLC
DELEK MARKETING-BIG SANDY, LLC
DKL TRANSPORTATION, LLC
DELEK LOGISTICS OPERATING, LLC

By: /s/ Robert Wright
Name: Robert Wright
Title: SVP and Deputy Chief Financial Officer

Schedule IV

General and Administrative Services

(1) Executive management services of Delek employees who devote less than 50% of their business time to the business and affairs of the Partnership Group, including Delek US stock- based compensation expense

(2) Financial and administrative services (including, but not limited to, treasury and accounting)

(3) Information technology services

(4) Legal services

(5) Health, safety and environmental services

(6) Human resources services

(7) Insurance administration

Schedule VI
ROFR Assets

Asset Owner

Paline Pipeline. The 185-mile, 10-inch crude oil pipeline running Paline from Longview, Texas and the Chevron-operated Beaumont terminal in Nederland, Texas and an approximately seven-mile idle pipeline from Port Neches to Port Arthur, Texas.

SALA Gathering System. The approximately 600 miles of three- to SALA eight-inch crude oil gathering and transportation lines in southern Arkansas and northern Louisiana located primarily within a 60-mile radius of the El Dorado refinery.

Magnolia Pipeline System. The 77-mile crude oil pipeline running Magnolia between a connection with ExxonMobil's North Line pipeline near Shreveport, Louisiana and our Magnolia Station.

El Dorado Pipeline System. The 28-mile crude oil pipeline, the 12- El Dorado inch diesel line from the El Dorado refinery to the Enterprise system and the 10-inch gasoline line from the El Dorado refinery to the Enterprise system.

McMurrey Pipeline System. The 65-mile pipeline system that Crude Logistics transports crude oil from inputs between the La Gloria Station and
the Tyler refinery

Nettleton Pipeline System. The 36-mile pipeline that transports Crude Logistics crude oil from Nettleton Station to the Tyler refinery.

Big Sandy Terminal. The terminal located in Big Sandy, Texas and Marketing-Big Sandy the eight-inch Hopewell-Big Sandy Pipeline originating at Hopewell Junction, Texas and terminating at the Big Sandy Station in Big Sandy, Texas.

Memphis Terminal. The terminal located in Memphis, Tennessee OpCo supplied by the El Dorado refinery through the Enterprise TE Products Pipeline.

Tyler Refinery Refined Products Terminal. Located at the Tyler DMSLP refinery, this terminal consists of a truck loading rack with nine loading bays supplied by pipeline from storage tanks located at the refinery. Total throughput capacity for the terminal is estimated to be approximately 72,000 bpd.

Tyler Storage Tanks. Located in Tyler, Texas adjacent to the Tyler DMSLP refinery, the Tankage (as defined in the Tyler Terminal and Tankage Transaction Agreement listed on Schedule IX).

El Dorado Refined Products Terminal. Located at the El Dorado OpCo refinery, this terminal consists of a truck loading rack supplied by pipeline from storage tanks located at the refinery. Total throughput capacity for the terminal is estimated to be approximately 26,700 bpd.

El Dorado Storage Tanks. Located at Sandhill Station and adjacent OpCo to the El Dorado refinery, the Tankage (as defined in the El Dorado Terminal and Tankage Agreement listed on Schedule IX).

Tyler Storage Tank. Located in Tyler, Texas adjacent to the Tyler DMSLP refinery, the Tankage (as defined in the Tyler Tankage Transaction Agreement listed on Schedule IX).

Asset Owner

El Dorado Rail Offloading Facility. Located in El Dorado, OpCo Arkansas adjacent to the El Dorado refinery, the Rail Offloading Facility (as defined in the El Dorado Rail Offloading Facility Transaction Agreement listed on Schedule IX).

Big Spring Refinery Logistics Assets. Located near Big Spring, DKL Big Spring, LLC Texas, the Big Spring Logistics Assets (as defined in the Big Spring Refinery Logistics Assets Transaction Agreement listed on Schedule IX).

Big Spring Refinery Asphalt Assets. Located near Big Spring, DKL Big Spring, LLC Texas, the Big Spring Asphalt Assets (as defined in the Big Spring Refinery Logistics Assets Transaction Agreement listed on Schedule IX).

Duncan Terminal Logistics Assets. Located near Duncan, DKL Big Spring, LLC Oklahoma, the Duncan Terminal (as defined in the Big Spring Refinery Logistics Assets Transaction Agreement listed on Schedule IX).

Permian Gathering System Assets. Located in Howard, Borden and DKL Permian Gathering, LLC Martin Counties, Texas, the DPG System Assets (as defined in the Permian Gathering System Assets Transaction Agreement listed on Schedule IX).

Trucking Operations Assets. The Vehicles (as defined in the DKL Transportation, LLC (as Trucking Operations Transaction Agreement listed on Schedule IX) successor by merger to Delek used to provide trucking and transportation operations in AR, OK Trucking, LLC) and TX.

SCHEDULE XI
Call Option Assets

Asset/Operation
Lion Pipeline System and SALA Gathering System:
Crude Oil Pipelines (moved to DKTS)
Refined Products Pipelines
SALA Gathering System
East Texas Crude Logistics System:
Crude Oil Pipelines
Storage
Memphis Terminal
Big Sandy Terminal
Refined Products Transportation
Terminaling
Storage
Tyler
Refined Products Throughput
Crude Oil Storage (Tyler Crude Tank)
Storage
North Little Rock Terminal
Dedicated Terminaling
Storage
El Dorado Throughput and Tankage
Refined Products Throughput
Storage
El Dorado Assets Throughput
Rail Crude Unloading - Heavy & Light Throughput
Big Spring Pipelines, Storage and Throughput

Crude Oil Throughput
Refined Products Throughput
Rail Offloading
Terminaling - Product Racks (ex*cludes Duncan Terminal*)
Duncan Terminal & Storage
Storage (excludes Duncan Storage)

Big Spring Asphalt
Terminaling
Storage

BSR
Fintex/Magellan Pipeline
Crude Oil Offloading
Storage
LPG Rack

Greenville
Storage

Longview/LOLA

Trucking

Mount Pleasant
Terminaling
Offloading
Storage

Slurry Operations

EXHIBIT 31.1

Certification by Principal Executive Officer pursuant to
Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Avigal Soreq, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Delek Logistics Partners, LP;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/Avigal Soreq
Avigal Soreq,
President
(Principal Executive Officer) of Delek Logistics GP, LLC
(the general partner of Delek Logistics Partners, LP)

Dated: May 7, 2025

EXHIBIT 31.2

Certification by Chief Financial Officer pursuant to
Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Robert Wright, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Delek Logistics Partners, LP;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ Robert Wright
Robert Wright,

Executive Vice President and Chief Financial Officer
(Principal Financial Officer) of Delek Logistics GP, LLC
(the general partner of Delek Logistics Partners, LP)

Dated: May 7, 2025

EXHIBIT 32.1

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the quarterly report of Delek Logistics Partners, LP (the "Partnership") on Form 10-Q for the quarterly period ended March 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Avigal Soreq, President of Delek Logistics GP, LLC, the general partner of the Partnership, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, and to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

By: /s/ Avigal Soreq
Avigal Soreq,
President
(Principal Executive Officer) of Delek Logistics GP, LLC
(the general partner of Delek Logistics Partners, LP)

Dated: May 7, 2025

A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the quarterly report of Delek Logistics Partners, LP (the "Partnership") on Form 10-Q for quarterly period ended March 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert Wright, Executive Vice President and Chief Financial Officer of Delek Logistics GP, LLC, the general partner of the Partnership, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, and to the best of my knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

By: /s/ Robert Wright

Robert Wright,

Executive Vice President and Chief Financial Officer
(Principal Financial Officer) of Delek Logistics GP, LLC
(the general partner of Delek Logistics Partners, LP)

Dated: May 7, 2025

A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained and furnished to the Securities and Exchange Commission or its staff upon request.