

HUSKY MARKETING AND SUPPLY COMPANY
GENERAL TERMS AND CONDITIONS FOR
PETROLEUM PRODUCT AND NATURAL GAS LIQUID PURCHASES/SALES

1. Composition of Agreement: These General Terms and Conditions (“General Terms”) shall form part of all Husky Marketing and Supply Company (“HMSC”) Petroleum Product and Natural Gas Liquid Purchase/Sale Agreements (each, an “Agreement”) and, together with, to the extent applicable, (i) the Special Provisions (separately agreed to by the Parties) which specify, to the extent applicable, the “Effective Date,” “HMSC Reference Number,” “Product,” “Quality,” “Quantity,” “Buyer,” “Seller,” “Term of Agreement,” “Price,” “Payment Terms,” “Location,” “Period,” “Measurement,” “Delivery Method,” and any changes to these General Terms; as well as (ii) Addendum A Regarding Natural Gas Liquids; (iii) Addendum B Regarding Delivery of Product by Marine Vessel; (iv) Addendum C Regarding Delivery of Product by Rail; and (v) Addendum D Regarding Delivery of Product by Truck, shall collectively constitute the entire Agreement.

For sales that are made directly to Buyer at a terminal, where no Special Provisions are entered by the Parties (“Rack Sales”), to the extent applicable, the “Product,” “Quality,” “Quantity,” “Price,” “Payment Terms,” “Period,” “Measurement,” and “Delivery Method” shall be agreed to by the Parties at the time of Rack Sale. Within two Business Days after a Rack Sale is made, Seller shall electronically submit an invoice to Buyer (the “Rack Sale Invoice”). The Rack Sale Invoice shall specify the terms agreed to by the Parties at the time of the Rack Sale. For purposes of Rack Sales: (a) “Seller” shall be HMSC, (b) “Buyer” shall be the Person to which the Product is sold as indicated on the Rack Sale Invoice as “Sold To,” (c) “Location” shall be the place from which the Product is shipped as indicated on the Rack Sale Invoice as “Ship From,” and (d) “Effective Date” shall be the date on which the Product is shipped as indicated on the Rack Sale Invoice as “Ship Date.” If Buyer disagrees that the terms set forth in any Rack Sale Invoice reflect the Agreement by the Parties, it may submit to Seller, within three Business Days of receiving the Rack Sale Invoice, a notice asserting its objection and specifically identifying the terms to which it objects and why it believes such terms are not accurately reflected. If no objection is submitted within three Business Days of Buyer’s receipt of the Rack Sale Invoice, then the terms set forth in the Rack Sale Invoice shall be deemed accurate and shall be part of the Agreement. If a timely objection to a Rack Sale Invoice is made by Buyer, the Parties shall act in a commercially reasonable manner to resolve the dispute.

The Agreement is binding on the Parties and supersedes and replaces any other quote, nomination, acceptance, agreement, contract, correspondence, communication, or understanding purporting to amend or modify the terms, scope, conditions or specifications contained in the Agreement. If there is any conflict between any provision of these General Terms and any provision in the Special Provisions or Rack Sale Invoice, the Special Provisions or Rack Sale Invoice shall control to the extent of such conflict only.

2. Definitions: As used in this Agreement:

“Affiliate(s)” shall mean (i) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party, and (ii) any Person that, directly or indirectly, is the beneficial owner of fifty percent (50%) or more of any class of equity securities of, or other ownership interests in, a Party or of which the Party is

directly or indirectly the owner of fifty percent (50%) or more of any class of equity securities or other ownership interests.

“API/ASTM Standard(s)” shall mean the American Petroleum Institute and American Society for Testing Materials standard references in effect as of the Effective Date. In the event such standards are revised or modified during the term of this Agreement, the revised or modified standards shall apply after such revisions or modifications have been evaluated and accepted by the Parties. Unless written notice is given within sixty (60) days after the issuance of the revised or modified standards, acceptance of the new standards shall be deemed given.

“Applicable Law” shall mean all laws, statutes, ordinances, certifications, orders, decrees, licenses, permits, approvals, rules and regulations of any federal, state, province, county, parish, municipality, agency, authority, board or commission having jurisdiction over a Party and/or the transaction governed by this Agreement; or over roads, rail lines, or waterways utilized in conjunction with loading, unloading, transportation and delivery of any Product sold hereunder.

“Bulk Movement” shall mean a delivery of Product from Seller to Buyer that takes place over a period of time greater than one day (24 hours).

“Business Day” shall mean days on which commercial banks in the United States are open for business.

“Buyer’s Group” shall mean Buyer, its parents, subsidiaries and Affiliates and its or their agents, officers, directors, employees, representatives, successors and assigns; and any Persons for which Buyer, its parents, subsidiaries and Affiliates are responsible for at law; and the insurers of each of them.

“CFR,” “CIF,” “CIP,” “CPT,” “DAP,” “DDP,” “FCA,” and “FOB” shall have the meanings stated in INCOTERMS 2010.

“Discharge Terminal” shall mean the port or terminal at which the Product to be delivered hereunder is or will be discharged; or where the context requires, the operator, authority or governing body of such port or terminal.

“ETA” shall mean the estimated time of arrival of a Marine Vessel at the Loading Terminal or other port, place or terminal for discharge or otherwise as may be required under this Agreement.

“Ex Tank” shall mean the delivery of Product by Seller to Buyer in bulk from the storage tank designated by Seller.

“FIP” shall mean the delivery of Product by Seller to Buyer in bulk at the Loading Terminal’s pipeline system designated by Buyer.

“Group” shall mean, in the context of its use in this Agreement, either Buyer’s Group or Seller’s Group.

“INCOTERMS 2010” shall mean the series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) in 2010 which set forth the allocation of tasks, costs, and risks between the Parties associated with the loading, transportation and delivery of Products under this Agreement. Terms from INCOTERMS 2010 which are applicable to this Agreement are specified in the Special Provisions. Other capitalized terms contained in these General Terms that relate to loading, transportation and delivery of Product(s) under the Agreement, and which are not defined in INCOTERMS 2010, shall have the meanings stated in this Section 2.

“Into Tank” shall mean the delivery of Product by Seller to Buyer in bulk into the storage tank designated by Buyer.

“In Situ” (Stock Transfer) shall mean the sale and purchase of Product in bulk as specified in the Special Provisions within the storage tank designated by Buyer and agreed to by Seller and without any obligation of physical delivery by Seller to Buyer.

“Laydays” shall mean the period of time, in days, specified in the Special Provisions, during which a Party’s Marine Vessel must complete loading or discharging of Product carried pursuant to this Agreement.

“Loading Terminal” shall mean the port or terminal at which the Product to be delivered hereunder is or will be loaded; or where the context requires, the operator, authority or governing body of such port or terminal.

“Marine Vessel” or “Vessel” shall mean any marine craft, vessel or barge, whether or not self-propelled, into which, on which, or from which Product is, or is intended to be, loaded, transported and/or delivered by a Party under the terms of this Agreement.

“Safety Data Sheet” or “SDS” shall mean a formal document containing information about the characteristics and actual or potential hazards of a Product, as mandated by the U.S. Occupational Safety and Health Administration, and/or any equivalent document(s) that may be required by Applicable Law in other countries and which is applicable to any Product transaction covered by this Agreement. The SDS (or equivalent) shall, at a minimum, identify with respect to each Product the following information: (i) manufacturer (with name, address, phone, and fax number), (ii) chemical identity, (iii) hazardous ingredients, (iv) physical and chemical properties, (v) fire and explosion data, (vi) reactivity data, (vii) health hazards data, (viii) exposure limits data, (ix) precautions for safe storage and handling, (x) requirements for protective gear, and (xi) spill control, cleanup, and disposal procedures.

“Parties” shall mean Buyer and Seller, and each of Buyer and Seller is a “Party.”

“Person” shall mean any individual, company, joint venture, corporation, partnership, association, limited liability company, trust, estate, unincorporated organization, or other entity having legal capacity.

“Seller’s Group” shall mean Seller and its parents, subsidiaries and Affiliates; its or their agents, officers, directors, employees, representatives, successors and assigns; any persons for

which Seller, its parents, subsidiaries and Affiliates are responsible for at law; and the insurers of each of them.

All capitalized terms utilized in these General Terms that are not otherwise defined herein shall have the meanings specified in the Special Provisions or Rack Sale Invoice.

3. Pricing: Pricing terms shall be set forth in the Special Provisions or, in the case of a Rack Sale, as reflected in the Rack Sale Invoice. Unless otherwise stated in the Special Provisions, where the price of a Product is based on an index price as of the delivery date of the Product and the Product is delivered in a Bulk Movement, the price of all Product delivered in the Bulk Movement shall be based on the applicable index price as of the first day of the Bulk Movement, even if the Bulk Movement is cutoff or suspended and restarted.

4. Payment Terms:

(a) Unless otherwise stated in the Special Provisions, payment and credit shall be made without discount, deduction, withholding, set-off or counterclaim in United States dollars by wire transfer, electronic funds transfer or check. Funds to satisfy amounts owed by Buyer to Seller must be immediately available on or before the payment due date set forth in the Special Provisions and identified on Seller's invoice. Payment shall be made to the bank and account designated by Seller. Seller has absolute discretion to apply any payment received from Buyer to any outstanding invoice of Buyer. Buyer is responsible for any wire fees incurred during any transaction under this Agreement.

(b) Unless otherwise stated in the Special Provisions, payment shall be made by Buyer against presentation of Seller's invoice and: (i) in respect of delivery on an FOB, CIF, CFR, FCA, CIP, and CPT basis, a full set of clean bills of lading issued or endorsed to the order of Buyer; (ii) in respect of delivery on a DAP basis, a copy of the report from the independent inspector appointed pursuant to Section 9 herein; or (iii) in respect of delivery on an Ex Tank, Into Tank, In Situ or FIP basis, the certificates of quality and quantity referred to in Section 9 herein, as applicable.

(c) Seller shall have the right to assess finance charges at an annual percentage rate of 18%; or if the maximum lawful rate of interest is lower than 18%, at the maximum lawful rate plus a fixed administration charge of five percent (5%) of the overdue balance. If Buyer fails to make payment of any amount due to Seller on or before the due date, then in addition to all other rights or remedies available to Seller, Seller may take such action as Seller deems reasonable under the circumstances. Without limiting the generality of the foregoing, Seller may: (i) offset, net, or recoup amounts due to Seller by Buyer for Product invoices (including, but not limited to, applicable taxes, fees and interest) under this Agreement or any other agreement between the Parties against any amount due to Buyer by Seller under this Agreement or any other agreement between the Parties; (ii) defer further sale of Product under this Agreement or any other agreement between the Parties until payment of all outstanding amounts is made; or (iii) demand advance wire transfer payment for further deliveries. Buyer shall, at its sole cost and expense and risk of loss, comply with the terms of any reclamation notice issued to Buyer by Seller under Applicable Law, including, but not limited to, redelivery and/or offloading of any Product from its means of transportation at such time and place as Seller may direct.

(d) When a payment due date falls on a Saturday, Sunday or U.S. federal holiday, the payment shall be due on the following Business Day.

5. Credit Terms and Financial Responsibility:

(a) Seller may, from time to time, provide a line of credit to Buyer. Seller has absolute discretion to revoke or reduce any line of credit provided to Buyer, at any time and for any reason without notice. If Seller reasonably determines that the line of credit provided by Seller to Buyer is insufficient at any time and for any reason (and if Seller does not elect its remedy in the previous sentence), Seller may, at its sole and unfettered discretion, immediately require Buyer to provide Performance Assurance. “Performance Assurance” shall mean, at Seller’s option: (i) a prepayment for the applicable Product; (ii) cash collateral in an amount acceptable to Seller; and/or (iii) an irrevocable standby letter of credit in Seller’s favor in an amount acceptable to Seller and in a form and substance specified by Seller and issued or confirmed by a bank acceptable to Seller (an “L/C”). Buyer grants to Seller a continuing first priority security interest in, lien on and right of set-off against all Performance Assurance in the form of cash transferred by Buyer to Seller. All bank charges attendant to an L/C shall be applied to the account of Buyer. Delivery of the L/C shall be made within two (2) Business Days of such request by Seller, but all other Performance Assurances shall be provided by the close of business on the Business Day following demand. Seller may immediately suspend deliveries to Buyer pending receipt of any required Performance Assurance. Buyer acknowledges that the credit line may be a negative amount and Seller may require Performance Assurance to be in an amount that is sufficient to cover the anticipated exposure.

(b) In addition to the foregoing, Buyer grants to Seller and its Affiliates the right to set-off and to apply any money, accounts payable or Product balance owed by Seller and its Affiliates to Buyer, or any collateral of every description held by Seller and its Affiliates, to secure any indebtedness or obligation owed by Buyer to Seller and its Affiliates against any unpaid money or accounts receivable owed to Seller and its Affiliates by Buyer.

6. Lien: To the fullest extent allowed by Applicable Law, Buyer hereby grants Seller a lien on and security interest in all petroleum product and natural gas liquids provided to Buyer pursuant to the terms and conditions, and shall maintain a lien in all proceeds from the sales thereof. Additionally, to the fullest extent allowed by Applicable Law, Buyer hereby grants Seller a lien on and security interest in inventory and equipment, fixtures, furnishings, credit card receipts, cash and financial institution accounts owned by Buyer to the extent that Buyer fails to make timely payments (i) for two (2) consecutive months, or (ii) for a total of three (3) months in any twelve (12)-month period, during the Term of Agreement. The liens and security interests pursuant to these terms hereby secure the performance of all of Buyer’s obligations under this Agreement and shall remain in full force and effect for as long as Buyer is obligated to Seller. Seller is authorized to perform any actions or filings necessary to perfect its security interest. Seller is further granted the unlimited right of set-off against all product inventory in the event that Buyer breaches this Agreement. Buyer shall cooperate with Seller to take any action necessary to effect any lien interest.

7. Title and Risk of Loss: Title to, and all risk of loss of, or damage to any Product delivered shall pass as follows: (i) when by or into any Marine Vessel, at the flange between the

Vessel's permanent hose connection and the shore line; (ii) when by or into any truck, tank car or, pipeline, as the Product passes the first permanent inlet flange of the pipeline, carrying truck, or tank car; (iii) if received by a common carrier, when accepted by the carrier for shipment; (iv) when into storage (other than from Vessels), as the Product crosses the first inlet or outlet flange at the tank; and (v) when by book or stock transfer, on the effective date of the transfer. It is expressly understood that the passage of title and risk of loss as set forth above is not conditioned on delivery or receipt of any bills of lading. The foregoing shall apply to all INCOTERMS 2010 delivery terms and/or other delivery terms defined in these General Terms and specified in the Special Provisions.

8. Allocation: Unless otherwise stated in the Special Provisions, if the Special Provisions require Seller to deliver to Buyer an amount of Product during a certain time period in two (2) or more separate parcels, Seller shall have the sole and absolute discretion to determine the timing of all Product parcel deliveries and how much Product is shipped in each parcel, so long as all deliveries are made within the required time period in accordance with the Special Provisions.

9. Inspection and Measurement:

(a) For FOB, CFR, CIF, FCA, CIP, and CPT deliveries, the quantity and quality of the Product delivered under this Agreement shall be determined by measurement, sampling and testing in accordance with the standard practice at the Loading Terminal or the Discharge Terminal at the time of loading, any other procedures stated in the Special Provisions, and these General Terms.

(b) For DAP deliveries, the quantity and quality of the Product delivered under this Agreement shall be determined by measurement, sampling and testing carried out at the Discharge Terminal by an independent inspector jointly agreed upon by the Parties, with the costs thereof to be shared equally. The inspector's certificates of quantity and quality shall be made available to both Parties.

(c) For Ex Tank deliveries, the quantity of the Product delivered under this Agreement shall be determined by using proven meters at Seller's tank exit manifold, if available; otherwise by manual measurement of Seller's tanks. For Into Tank deliveries, the quantity of Product delivered under this Agreement shall be determined by using proven meters at Buyer's tank inlet manifold, if available; otherwise by manual measurement of Buyer's tanks.

(d) For Ex Tank and Into Tank deliveries, the quality of Product delivered under this Agreement shall be determined in accordance with test results run on volumetrically correct composite of samples drawn from Seller's tanks; unless active, in which case on samples drawn from Buyer's tanks.

(e) For In Situ deliveries, the quantity of Product delivered under this Agreement shall be specified in the Special Provisions; otherwise the quantity of Product shall be determined by volumetrically correct composite samples drawn from such tank(s). The quality of such Product shall be determined by reference to any then-existing independent inspection results provided by the storage company, if available, and the Parties shall be bound by such results.

(f) For FIP deliveries, the quantity of Product shall be determined by using the pipeline company's proven meters, if available; otherwise by reference to the measurements utilized for Ex Tank deliveries. Quality of Product, if automatic samplers are available, shall be determined in accordance with the test results of such measurement, sampling and analysis thereof; otherwise quality of Product shall be determined pursuant to Section 9(d) above.

(g) Certificates of Quantity and Quality: The certificates of quantity and quality (or such other equivalent documents as may be issued at the Loading Terminal) for the Product comprising the shipment issued in accordance with such standard practice shall, except in cases of manifest error or fraud, be conclusive and binding on both Parties for invoicing purposes. API/ASTM Standards or the latest revisions thereof shall be complied with at all times. All volumes or quantities shall be adjusted per API/ASTM Standards. Metering systems shall conform to the API/ASTM Standards then in effect relative to meter calibration/accuracy. Either Party shall have the right to witness all gauges, tests and measurements.

(h) Special Provisions for Delivery to/from Pipelines: Quantities delivered into or out of pipelines shall be measured by an independent petroleum inspector (in order of preference): (i) by pipeline custody transfer meters if available; (ii) by shore tank static tank gauges; or (iii) otherwise by a mutually agreed upon method.

(i) Special Provisions for Delivery to/from Trucks: Product quantities received from or delivered to trucks at truck racks shall be determined by an independent petroleum inspector using calibrated custody transfer grade meters. If meters are not available or malfunction (i.e., are deemed to be inaccurate), or if verification of meter performance is not possible, then quantity shall be based on loading or receiving terminal tank measurements, as applicable. In the event that meters are not available or if tank(s) are active (vs. static) during any part of the transfer, quantities shall be based on the weighing of trucks on certified weigh scales.

(j) Special Provisions for Delivery to/from Railcars: For inbound rail movements, quantities of Product shall be measured by an independent petroleum inspector (in order of preference): (i) by custody transfer meters; (ii) by static tank gauges of Seller's storage tanks with fully displaced lines; (iii) by rail car bill of lading issued at the point of origin; (iv) by hand gauging performed on each rail car; or (v) otherwise by a mutually agreed method. For outbound rail movements, quantities of Product shall be measured by a mutually agreed upon method or by standard industry practice.

(k) Seller shall permit Buyer to review and copy relevant meter proving records and witness proving tests as requested. Samples of Product transferred hereunder shall be retained for ninety (90) days.

10. Warranty:

(a) Seller warrants that:

(i) the Product conforms to the specifications set forth in the Special Provisions, or for Rack Sales, as reflected in the Rack Sale Invoice;

(ii) Seller has free and clear title to the Product manufactured and delivered under the Agreement; and

(iii) such Product shall be delivered free from lawful security interests, liens, taxes and encumbrances.

(b) SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

(c) If Buyer sells Product that it purchased under this Agreement to a third party, Buyer must inform the third party in writing, and the third party must agree in writing that (1) only the warranties described in this Section 10 apply to the Product purchased; and (2) the indemnity and damages limitations provisions set forth in this Agreement apply to such third party.

(d) All warranties made under the Agreement shall survive acceptance of or payment for the Product by Buyer.

11. Disposal or Replacement of Non-Conforming Product: If Seller delivers Product that does not conform to the terms set forth in the Special Provisions, or for Rack Sales, the Rack Sale Invoice, Seller shall, at its election, (a) retain ownership of the non-conforming Product and, within a commercially reasonable period, replace the non-conforming Product with conforming product; or (b) retain ownership of the non-conforming Product and compensate Buyer for any price differential if Buyer acquires replacement product on its own and the price of such replacement product exceeds the price that would have been paid by Buyer for the non-conforming Product if there had been no non-conformance. As a third option, if Seller and Buyer agree, Buyer may retain the non-conforming Product with the Parties agreeing upon an appropriate price given the non-conformance of such Product.

12. Notices: All notices required hereunder may be sent by facsimile, electronic means, registered mail, overnight courier service or hand delivery. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply:

(a) Notices sent electronically or by facsimile shall be deemed to have been received upon the sending Party's receipt of confirmation of a successful transmission. If the day on which such electronic or facsimile notice is received is not a Business Day or is after 5:00 p.m. EST on a Business Day, then such notice shall be deemed to have been received on the following Business Day.

(b) Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent.

13. Act of Insolvency; Liquidation and Close-Out:

(a) The Parties acknowledge and agree that this Agreement constitutes a “forward contract” as defined in Section 101(25) of Title 11 of the United States Code (the “Bankruptcy Code”); and for purposes of Section 556 of the Bankruptcy Code, Buyer and Seller are each “forward contract merchants” as defined in Section 101(26) of the Bankruptcy Code.

(b) If one Party (the “Defaulting Party”) shall (i) voluntarily file a petition in bankruptcy, reorganization, or receivership; or (ii) be forced by its creditors into bankruptcy, reorganization, or receivership; or (iii) become insolvent or fail to pay its debts as they become due; or (iv) fail to give adequate assurance or security of its ability to perform its obligations hereunder within forty-eight (48) hours after receipt of a written request therefor (collectively, “Act of Insolvency”), the other Party (the “Liquidating Party”) shall have the immediate right to liquidate and terminate this Agreement and all other forward contracts (as defined by the Bankruptcy Code) between the Parties (regardless of whether the Liquidating Party is the delivering Party or the receiving Party thereunder) by calculating the difference in price for the Product hereunder and the prevailing market price for the Product or the commercially reasonable equivalent price for the Product as published in an industry publication multiplied by the remaining quantities of the Product to be delivered hereunder. The liquidation balances shall be netted to a single sum. The Defaulting Party shall pay the Liquidating Party in U.S. dollars by wire transfer in immediately available funds within twenty-four (24) hours after receiving notice of the results of the calculation. The liquidation and close-out of this Agreement and all other forward contracts shall be in addition to any other rights and remedies which a Party may have.

14. Taxes:

(a) Any and all taxes, fees or other charges imposed or assessed by governmental or regulatory bodies, the taxable incident of which is the transfer of title or the delivery of the Product hereunder, or the receipt of payment therefor, regardless of the character, method of calculation or measure of the levy or assessment, shall be paid by the Party upon whom the tax, fee or charge is imposed by law; except that Buyer shall reimburse Seller for all federal, state and local taxes, fees or charges which are imposed by law on Seller relating to the Product.

(b) Buyer shall (i) upon receipt of Seller’s invoice, pay or reimburse Seller for any such taxes, fees or charges Seller is required by law to pay; or (ii) provide Seller, prior to delivery and upon demand, with all proper and valid exemption certificates, evidencing that Buyer is licensed to engage in tax-free transactions with respect to the Product under all federal or state laws that may apply to this Agreement and the Product delivered hereunder.

15. Non-Waterborne Deliveries: Deliveries shall be made within the delivery terminal’s usual business hours provided that reasonable advanced written notice of each delivery has been given by Buyer. Nominations for pipeline delivery shall be given during normal business hours in accordance with the pipeline’s policies and time constraints. Failure to deliver Product in accordance with the terms and conditions of this Agreement for any reason other than those included in Section 16 below, Force Majeure, shall constitute a default under this Agreement.

16. Force Majeure:

(a) “Force Majeure” means any cause or event reasonably beyond the control of a Party, including (but without limiting the generality of such term): any industry-wide curtailment or shortage of any Product or any raw material necessary to produce a Product in any applicable region; act(s) of God; perils of the sea; fire; delay of the performing Maritime Vessel arising from breakdown or adverse weather; accidents at, closing of, or restrictions upon the use of mooring facilities, docks, ports, pipelines, harbors, highways, roads, railroads, or other navigational or transportation mechanisms; natural disasters (such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightening); war (declared or undeclared); military operations; blockade; revolution; riots; acts of piracy; acts of sabotage; disruption or breakdown of or explosions or accidents to wells, storage plants, refineries, pipelines, terminals, machinery or other facilities; trade restrictions; strike; lockouts; or a dispute or difference with workers; labor shortage requests; good faith compliance with any orders or actions, whether voluntary or involuntary, of any government authority, or by any person purporting to represent a government; any reduction in, failure or refusal to deliver supplies of Product or the raw materials or energy used to manufacture such Product from Seller’s sources of supply, whether lawful or otherwise, or any other cause of a similar nature as described herein not reasonably within the control of the respective Parties.

(b) Neither Party shall be liable to the other Party if it is delayed, hindered, interfered with, curtailed, prevented or rendered unable by an event of Force Majeure from performing in whole or in part any obligation or condition under the Agreement (except for any payment and indemnification obligations), for so long as the event of Force Majeure exists and to the extent that performance is hindered by the event of Force Majeure; provided, however, that the Party unable to perform shall use commercially reasonable efforts to avoid or remove the event of Force Majeure. Notwithstanding the foregoing, (i) no Party shall be compelled to resolve any strikes, lockouts or other industrial disputes other than as it shall determine to be in its best interests; (ii) Seller shall not be compelled to purchase supplies or similar product to make good any shortages arising as a result of an event of Force Majeure and the possibilities of purchasing such supplies or similar products shall not be taken into account in determining whether there was a delay, hindrance, interference, curtailment, prevention or inability to perform; and (iii) if Seller is unable due to an event of Force Majeure to deliver Product to the Location specified in the Special Provisions, Seller’s sole obligation shall be to use reasonable commercial efforts to transport the Product to another suitable location for delivery to Buyer.

(c) During the period which a Party’s performance of its obligations under these General Terms has been suspended in whole or part by reason of an event of Force Majeure, the other Party likewise may suspend the performance of all or part of its obligations to the extent that such suspension is commercially reasonable; except for any payment and indemnification obligations arising prior to the occurrence of such Force Majeure event.

(d) If the event that Force Majeure delays, hinders, interferes with, curtails, prevents or renders unable either Party, in whole or in part, to carry out its obligations under the Agreement, such Party must give the other Party notice and reasonable detail in writing as soon as practical after the occurrence of the causes relied upon, or give notice by telephone and follow such notice with a written confirmation within forty-eight (48) hours.

17. Shortage of Product: In the event of a shortage of Product, including as a result of a Force Majeure event, Seller shall have absolute discretion to determine which customers receive the available Product in Seller's possession.

18. Hazard Warning Responsibility: With the other documents required hereunder, Seller shall provide to Buyer a Safety Data Sheet for each Product delivered hereunder. Buyer acknowledges that there may be hazards associated with the loading, unloading, transporting, handling or use of the Product sold hereunder, which may require that warnings be communicated to or other precautionary action taken with all persons handling, coming into contact with, or in any way concerned with the Product sold hereunder. Buyer assumes as to its employees, independent contractors, subsequent purchasers of the Product sold hereunder, and any persons for which Buyer is responsible at law, all responsibility for all such necessary warnings or other precautionary measures relating to hazards to person and property associated with the Product sold hereunder. Furthermore, Buyer shall defend at its own expense, indemnify fully and hold harmless all members of Seller's Group from and against, without limitation, any and all liabilities; losses; damages; demands; claims; penalties; fines; actions; suits; legal, administrative or arbitration proceedings; judgments, orders, directives, injunctions, decrees or awards of any jurisdiction; costs and expenses (including, but not limited to, and without restricting the generality of the foregoing, all legal fees and related costs) arising out of or in any manner related to Buyer's failure or omission to provide correct and necessary warnings or other precautionary measures in connection with the Product sold hereunder as provided above, even if such failure or omission is due to the sole, concurrent, active or passive negligence or other fault of any member of Seller's Group, it being the intention of the Parties that Buyer shall assume all risk of inadequate Product warnings, regardless of cause.

19. Drawback: Seller reserves the right to claim, receive and retain drawbacks on imported duty-paid feedstocks used in the manufacture of Product which it delivers hereunder. Buyer shall on request execute proofs of exportation, drawback claim forms and assignments in favor of Seller to enable Seller to establish its drawback rights under applicable regulations.

20. Limitation of Liability:

(a) OTHER THAN FOR INDEMNITY CLAIMS MADE BY THIRD PARTIES FOR WHICH THE INDEMNIFYING PARTY IS REQUIRED TO FULLY INDEMNIFY THE INDEMNIFIED PARTY PURSUANT TO SECTION 21 OF THESE GENERAL TERMS, IN NO EVENT SHALL SELLER'S GROUP OR BUYER'S GROUP BE LIABLE TO THE OTHER FOR INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF ANTICIPATED PROFITS, INCLUDING (WITHOUT LIMITATION) PLANT SHUT-DOWN OR REDUCED PRODUCTION, LOSS OF POWER GENERATION, BLACKOUTS OR ELECTRICAL SHUT-DOWN OR REDUCTION, GOODWILL, USE, MARKET REPUTATION, BUSINESS RECEIPTS OR CONTRACTS OR COMMERCIAL OPPORTUNITIES, WHETHER OR NOT FORESEEABLE.

(b) Seller Group's liability with respect to any action in connection with the Agreement whether in contract, tort, or otherwise, including, but not limited to, claims relating to

Product quality or quantity, shall not exceed the lesser of the price of the Product sold hereunder or the price of that portion of such Product on which liability is asserted.

(c) All claims relating to or arising out of Product quality or quantity hereunder must be delivered in writing to Seller no later than sixty (60) days after the delivery of the Product to Buyer. Buyer releases Seller from any claim that is not brought within sixty (60) days after delivery. Further, any actions to enforce any rights or obligations under this Agreement must be filed in court against the other Party no later than one (1) year after the date on which the alleged breach of this Agreement occurred.

21. Indemnities: Except as otherwise expressly provided herein and subject to the limitations set forth in Section 20 of this Agreement, each Party hereto (the "Indemnifying Party") shall be responsible for and shall protect, defend, indemnify and hold the other Party (the "Indemnified Party") harmless from and against any and all claims, demands, suits, injuries, property damage, losses (including, without limitation, costs of defense, attorneys' fees, penalties and interest), damages, causes of action and liability of every type and character (collectively, "Indemnity Claims"), without regard to amount, caused by, arising out of, or resulting from the acts or omissions, negligence or other wrongdoing of such Indemnifying Party, its officers, its employees or its agents with respect to all such Indemnity Claims arising in connection with or related to the Indemnifying Party's performance under this Agreement.

22. Minimum Purchase:

(a) Buyer shall have the obligation to purchase ninety percent (90%) of the product set forth in the Special Provisions (the "Minimum Volume"), which product shall be purchased on a *pro rata* basis unless expressly set forth otherwise in the Special Provisions. If Buyer fails to purchase the Minimum Volume for two (2) consecutive months or for a total of three (3) months out of any 12-month period, Seller shall have the right, but not the obligation, to terminate the Agreement between Seller and Buyer.

(b) If Seller does not exercise its right to terminate the Agreement as aforesaid, Seller shall have the right, but not the obligation, to unilaterally amend the Special Provisions between Seller and Buyer to reflect a reduction in the volume of Product that Seller is required to deliver to Buyer.

(c) If Seller terminates the Agreement pursuant to Section 22(a) above, nothing in this Section 22 shall limit Seller's entitlement to direct damages from Buyer on all volume still outstanding under the Agreement at the time of termination or Seller's ability to charge an underlifting penalty as set forth in the Special Provisions.

(d) This Section 22 shall not apply to Rack Sales.

23. Mitigation: Each Party shall undertake all reasonable efforts to mitigate any losses or damages incurred as a result of the other Party's breach of the Agreement. Any amounts obtained through such mitigation (the "Mitigation Amounts") will be subtracted from the damages to which such Party would otherwise be entitled under the Agreement. The Mitigation Amounts shall not exceed the full amount of damages to which a Party is entitled.

24. Supplier-Purchaser Provision: The Term of Agreement and the volume of any transaction(s) undertaken between the Parties hereto are strictly limited to those specified in the Special Provisions, and the Parties expressly agree that no supplier-purchaser relationship will be established or is intended to be established hereby. The Parties specifically grant to each other express written consent to terminate this Agreement in accordance with the provisions of any supplier/purchaser relationship which may be created pursuant to any mandatory petroleum allocation regulations or other applicable government regulations or statutes forming part of the Applicable Laws. The Parties hereby agree to take all steps which may be required to effectuate such termination, including, but not limited to, the issuance of notice and consents which may be necessary or desirable to effect such termination, and securing the consent of subsequent purchasers.

25. Default:

(a) Seller may, in addition to all other rights granted under this Agreement, at law or in equity, terminate this Agreement in whole or in part as pertains to each respective interest, by written notice to Buyer effective upon such notice being delivered to any authorized representative of Buyer, being deposited in the United States mail, or with an overnight delivery service, addressed to Buyer at the address stated in the Special Provisions, or by electronic means which can convey a signature, in the event of any of the following:

(i) Buyer fails to pay, when due, any payment required under this Agreement, if such failure is not remedied within five (5) calendar days after written notice thereof;

(ii) Buyer fails to take delivery in accordance with the terms of this Agreement; and/or

(iii) Buyer fails to comply with any other term, condition or covenant of this Agreement within forty-eight (48) hours after written notice thereof.

(b) Nothing set forth herein shall limit Seller in its enforcement of any legal or equitable remedy which it might otherwise have. A waiver of any particular cause for termination shall not be deemed as a waiver of the same cause occurring at any other time, or a waiver of any other cause.

26. Renewable Identification Numbers: Unless set forth in the Special Provisions, no sale or transfer of Product under this Agreement shall result in the transfer of Renewable Identification Number credits, as that term is defined by the U.S. Environmental Protection Agency (EPA) statutes, rules and regulations applicable to the EPA Renewable Fuel Standard program.

27. Anti-Bribery: Seller and Buyer, their officers, directors, employees and subcontractors shall comply with all applicable anti-bribery laws, rules, codes, orders, regulations, decrees, conventions and government orders of any relevant jurisdiction, specifically including the United States Foreign Corrupt Practices Act. All documents which one Party submits to the other Party under this Agreement will accurately describe the Product sold and delivered, and the nature and recipient of any expenditures or payments made in connection with the delivery and sale of such

Product. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

28. Intellectual Property: Buyer shall not use the trademarks of Seller without Seller's prior written approval. No license or right to use Seller's patents, trademarks or other intellectual property is implied or granted. Buyer shall be liable for and shall indemnify Seller from and against any expense, judgment, liability or loss, including reasonable attorneys' fees, incurred by Seller in connection with prosecution of any claim of infringement by Buyer's Group of any Seller's patents trademarks or other intellectual property.

29. Reclamation of Product: In the event of insolvency of Buyer, Seller hereby makes a demand for reclamation of Product delivered to Buyer but not yet paid for by Buyer, in accordance with Section 2-702 of the Uniform Commercial Code and Section 546(c)(1) of the Bankruptcy Code. In the event of insolvency of Buyer, Buyer agrees to promptly notify Seller of such insolvency and Buyer hereby waives any defenses to Seller's right of reclamation of such Product, and Buyer shall promptly return possession to Seller of such Product at Buyer's expense.

30. Technical Information: If Seller furnishes technical or other information or advice to Buyer, whether or not at Buyer's request, Seller shall not be liable for, and Buyer assumes all risks related to, such information or advice and the results thereof.

31. Third Party Beneficiaries: No person or entity other than Buyer and Seller has any rights or remedies under this Agreement.

32. Waiver: No waiver by either Party of any breach by the other Party of any of the terms, covenants or conditions of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenants or conditions contained herein.

33. Course of Conduct: Neither Party's obligations or rights under this Agreement may be modified, amended, waived or changed as a result of the Parties' course of conduct or course of performance.

34. Assignment: Neither Party shall assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Seller may assign this Agreement to any Affiliate of Seller without Buyer's consent, upon giving written notice to Buyer.

35. Entirety of Agreement: These General Terms (including Addenda), and, if applicable, the Special Provisions and any Rack Sale Invoice, as well as any Terminal Loading Agreement or Customer Access Agreement required for access of trucks to the Loading Terminal contain the entire agreement of the Parties pertaining to the subject matter of this Agreement. There are no other promises, representations or warranties. Any modification of this Agreement shall be by written instrument. Any conflict between the Special Provisions or Rack Sale Invoice and these General Terms shall be resolved in favor of the Special Provisions or Rack Sale Invoice. The Section headings used herein are for convenience only and shall not limit or change the subject matter of this Agreement.

36. Audit: Upon thirty (30) days' notice, each Party shall have the right to audit the records of the other Party regarding the sale of any Product under this Agreement. Such audits shall take place at a reasonable time within one (1) year after the delivery/receipt of Product. In connection with such an audit, each Party and its duly authorized representatives shall have access during customary business hours to the accounting records and other documents related only to the sale of Product under this Agreement. However, a Party can only conduct one (1) audit per calendar year, and the same Party may not be audited more than one time during a calendar year.

37. Compliance with Laws: During the performance of this Agreement, each Party agrees to comply with all Applicable Laws, including, without limitation, all licensing requirements in the state in which title transfers (if such licensing is required by the state) that are applicable to this Agreement.

38. Commissions and Gifts: No member of Seller's Group or Buyer's group shall give or receive any commission, fee, rebate, gift or entertainment of significant value or cost in connection with this Agreement. Further, no member of either Seller's Group or Buyer's Group shall make any commission, fee, rebate, gift or entertainment of significant value or cost to any governmental official or employee in connection with this Agreement. Failure to comply with this provision shall be cause for immediate termination of this Agreement.

39. Choice of Law and Jurisdiction: EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, ANY CONTROVERSY, CAUSE OF ACTION, DISPUTE OR CLAIM, INCLUDING, BUT NOT LIMITED TO, INDEMNITY CLAIMS (COLLECTIVELY REFERRED TO AS "CLAIMS") ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, SHALL BE GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OHIO (EXCLUDING ANY CONFLICT-OF-LAWS RULES OR PRINCIPLES WHICH MAY REFER THE LAWS OF THE STATE OF OHIO TO THE LAWS OF ANOTHER JURISDICTION). CLAIMS WHICH ARE PRIMARILY MARITIME IN NATURE SHALL BE GOVERNED BY THE GENERAL MARITIME LAW OF THE UNITED STATES. THE PARTIES SPECIFICALLY AGREE THAT THE SOLE JURISDICTION FOR ALL CLAIMS ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN STATE OR FEDERAL COURTS WITH JURISDICTION IN ALLEN COUNTY, OHIO.

ADDENDUM A TO
GENERAL TERMS AND CONDITIONS
REGARDING
NATURAL GAS LIQUIDS

A-1: Scope: This Addendum to the General Terms applies to purchases and sales of Natural Gas Liquids and is in addition to, and not in lieu of, the provisions of the General Terms. Any conflict between this Addendum and the General Terms shall be resolved in favor of this Addendum.

A-2: Definitions: As used herein, the term “Natural Gas Liquids” or “NGL” shall refer to hydrocarbons commonly known as Ethane, Propane, Butane, Isobutane, Pentane and Pentanes Plus (also known as “Natural Gasoline”). All other terms used herein shall be as used and defined in these General Terms, Rack Sale Invoice and/or Special Provisions.

A-3: Safe Handling of Product: Consistent with the responsibilities set forth in Section 18 of these General Terms (Hazard Warning Responsibility), Buyer acknowledges receipt of Seller’s Safety Data Sheet concerning NGL; acknowledges that NGL are hazardous materials; and represents and warrants that it is familiar with the properties of NGL and knowledgeable with respect to the safe handling procedures for the storage, handling, loading, unloading, transportation and use of NGL. Buyer accepts full responsibility for informing its customers of the properties of and safe handling procedures for NGL.

A-4: Odorized NGL: Except as noted in Section A-5 below, Seller represents and warrants that all NGL delivered to Buyer which can be, or is required by Applicable Law to be, odorized shall be odorized using ethyl mercaptan (or upon notice to Buyer, another malodorant allowed by Applicable Law) to a level meeting the minimum odor standards applicable on the date of loading, delivery or transfer as stated in both the applicable U.S. Department of Transportation regulations and any applicable state or local law, rule, regulation or ordinance where the odorization is performed. Notwithstanding the foregoing, if Seller posts at the terminal or informs the driver of the transport vehicle that Seller’s automated odorization system will not be operational at the time of a delivery, responsibility for properly adding malodorant to the NGL at the time of delivery shall be that of Buyer. In any event, the bill of lading/transport-delivery ticket for each load of NGL shall specifically reflect the confirmation of the person driving the transport vehicle on Buyer’s behalf that malodorant has been injected during loading. Seller shall not be responsible for the level or effectiveness of odorization of the odorized NGL, nor liable for any hazardous circumstances which may occur because of odorant fade or other factors which may diminish odorant effectiveness (including inadequate warnings, training or monitoring), after possession of, and risk and title to the odorized NGL have passed to Buyer at the delivery point, regardless of the means of storage, handling, loading, unloading, transportation and use of the NGL by Buyer or Buyer’s customer.

A-5: Unodorized NGL: In the event that Buyer specifies that an NGL capable of odorization shall be delivered unodorized, and it is not unlawful for Seller to deliver such NGL, Buyer acknowledges that Seller has no knowledge or control over how such NGL may be odorized, stored, handled, loaded, unloaded, transported or used; and Seller has no liability for any

hazardous circumstances that may occur after possession of, and risk and title to the unodorized NGL have passed to, Buyer at the delivery point.

A-6: Buyer's NGL Indemnity: In addition to the provisions of Section 18 (Hazard Warning Responsibility) of these General Terms, Buyer agrees to bear all risk, be solely liable for, and indemnify and hold Seller harmless from and against all Claims incurred by Seller resulting from, caused by or attributable directly or indirectly to the sale, storage, odorization, handling, loading, unloading, transportation, care, resale, delivery, distribution or any use of odorized or unodorized NGL; except to the extent such Claims result from the failure of Seller to comply with the provisions of this Addendum relating to Seller's obligations prior to delivering possession of, and risk and title to the odorized or unodorized NGL.

ADDENDUM B TO
GENERAL TERMS AND CONDITIONS
REGARDING DELIVERY OF PRODUCT
BY MARINE VESSEL

B-1: Scope: This Addendum to the General Terms applies to deliveries of Product by Marine Vessel under the General Terms. This Addendum is in addition to, and not in lieu of, the provisions of the General Terms. Any conflict between this Addendum and the General Terms shall be resolved in favor of this Addendum.

B-2: Marine Provisions: In addition to any other term contained in the Agreement regarding the loading, transportation and offloading of Products on Marine Vessels, the following shall apply:

(a) Vessel Compliance: Marine Vessels utilized or chartered for use by a Party under this Agreement for the purposes of transportation of Products hereunder shall comply with all Applicable Law pertaining to the Vessel and its operation and with all requirements of the Loading Terminal and the discharge port, place or terminal and any interim port, place or terminal which such Marine Vessel may call, including, but not limited to: (1) all vessel vetting requirements (and related vessel substitution requirements), (2) vessel nomination and acceptance procedures, (3) maximum draft, length, deadweight, displacement, age, flag and the like, (4) the procedures relevant to health, safety and vessel operations, (5) all applicable state and federal vessel regulatory compliance requirements, and (6) maintenance of all required flag state and classification society certificates and other documentation required by Applicable Law to be carried by the Vessel. In addition to the foregoing, and not by way of limitation, the Party utilizing or chartering such Marine Vessel for such purpose hereby warrants to the other Party that such Vessel shall be seaworthy in all respects and fit for its intended use; that her owners and/or operators shall enter into and comply with any required Terminal Loading Agreement or other access agreement with the relevant Loading Terminal and/or discharge port, facility or terminal; and shall comply with all the requirements imposed by such agreement and/or by any other port/terminal manual or port/terminal regulations or Applicable Law then in effect. Any delays in loading or discharge and all related costs and expenses incurred as a result thereof which are caused directly or indirectly by a Party's or its Marine Vessel's failure to comply with this Section and/or refusal of the Loading Terminal to permit berthing of the Marine Vessel for a violation of any of the above shall be solely for that Party's account and such Party shall hold harmless, defend and indemnify the other Party from any and all consequences of such failure.

(b) Demurrage: The time allowed to Buyer for loading of Product at the Loading Port and/or discharge of the Product at the discharge port, facility or terminal, terms relating to tender of Notice of Readiness ("NOR") at either or both locations, pumping warranties, allowances for additional time at berth, agreed demurrage rates and the like shall be incurred by Seller. Any demurrage incurred by a Marine Vessel at either the loading or discharge locations shall be paid by Buyer to Seller in the amount of direct damages as set forth in the Special Provisions as a result of the demurrage, unless otherwise set forth in the Special Provisions; PROVIDED, HOWEVER, THAT NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY DEMURRAGE INCURRED BY A MARINE VESSEL IN CONNECTION WITH SUCH VESSEL'S USE OF THE LOADING TERMINAL OR THE DISCHARGE PORT, PLACE OR TERMINAL IF THE DELAY GIVING RISE TO SUCH DEMURRAGE WAS CAUSED BY THE ACTS OF THE TERMINAL, PORT, OR PLACE, IT

BEING UNDERSTOOD THAT THE PARTY CLAIMING COMPENSATION FOR DEMURRAGE AS A CONSEQUENCE OF A TERMINAL DELAY SHALL LOOK SOLELY TO THE TERMINAL, PORT OR PLACE FOR SATISFACTION OF ANY SUCH CLAIM. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THE PARTY UTILIZING OR CHARTERING A MARINE VESSEL FOR PURPOSES OF CARRIAGE OF PRODUCT UNDER THE AGREEMENT SHALL RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY THE OTHER PARTY FOR ANY CLAIMS FOR SUCH DEMURRAGE BY SUCH VESSEL, HER OWNERS OR OPERATORS OR ANY THIRD PARTY CLAIMING ANY INTEREST IN THE VESSEL.

(c) Berth:

(i) The Party utilizing or chartering a Marine Vessel for use hereunder shall be solely responsible for determining the safety and suitability of all berths and any channel, fairway or other waterway using in approaching or departing from the berth at which its Vessels call for loading and unloading of Product under the Agreement. Neither Party shall be liable to the other for any loss or damage to the Marine Vessel due to unsafe conditions at such locations, however and by whomever caused, unless caused by the gross negligence or willful misconduct of a Party. If special conditions due to weather, tide or other forces of nature result in the water depth at such berth being less than the specified mean low water on occasions, it is further agreed that neither Party shall be responsible to the other for delays or other costs or expenses incurred by a Party or its Marine Vessel as a consequence of such delays. The Party utilizing such Marine Vessels shall be solely responsible for contacting the Loading Terminal or other discharge port, place or terminal in advance of chartering and berthing to learn the water depth and other special conditions at the dock and its approaches where such Vessel is to berth.

(ii) The Vessel shall vacate berth as soon as loading hoses have been disconnected, provided that departure is not delayed awaiting production of Loading Terminal documents unless such documents can be delivered to the Vessel at a suitable anchorage or other waiting place provided by the Loading Terminal. Any loss or expense incurred by Seller resulting from Vessel's failure to vacate berth as required shall be for the account of Buyer. For purposes of this Section B-2(c), any technical failure or breakdown on the part of the Vessel shall be deemed within the Vessel's and Buyer's control.

(iii) Any excess berth utilization charge levied on the Vessel or on Seller due to its failure to vacate the berth as required following completion of loading or as otherwise directed by the Loading Terminal shall be for the account of Buyer.

(iv) Seller shall have the right to shift the Vessel from one berth to another in its sole discretion. All costs, including costs of delay, shall be for Seller's account if for Seller's purposes; otherwise such costs are for Buyer's account.

(d) Arrival of Vessel: For FOB deliveries under the Agreement, Buyer shall report Vessel's ETA to the Loading Terminal in accordance with the terminal's standard procedure, with a copy to Seller. If the Vessel fails for any reason to give Seller at least twenty-four (24) hours' notice of ETA of the Vessel, the time allowed by Seller for loading pursuant to the Special Provisions shall be extended by a period equal to the delay in giving such twenty-four

(24) hours' notice. By no later than 2400 hours (local time) on the last day of the Laydays, the Vessel must have arrived at the Loading Terminal (or usual waiting place specified by the Loading Terminal) and be in all respects ready to commence loading.

(e) Loading: Unless stated to the contrary in the Special Provisions, if a Vessel tenders a valid NOR prior to the first day of Laydays, Seller shall not be under any obligation to commence loading prior to 0600 hours (local time) on the first day of Laydays. Upon receipt of NOR, and having due regard to the requirements of the Loading Terminal and the time when the Vessel has complied with Section B-2(c)(ii) of this Addendum, Seller shall commence loading as soon as practicable. If a Vessel tenders NOR after 2400 hours (local time) on the last day of Laydays, Seller shall have the right to refuse to load the Vessel.

(f) Required Insurance for Marine Vessels: All Marine Vessels calling at the Loading Terminal or any discharge port, place or terminal pursuant to this Agreement, and their owners, operators and charterers, shall, in addition to any insurance normally and customarily maintained, maintain insurance coverage of the following types and amounts as set forth below:

(i) Hull and Machinery Insurance to the greater of the full market value or mortgage value of each Marine Vessel and her equipment used in performing services hereunder. Such insurance shall be endorsed to include wreck removal coverage, navigation limits sufficient to cover all work locations and collision and tower's liability.

(ii) Protection and Indemnity Insurance provided through any combination of full entry with a Protection and Indemnity Club; and/or policy(ies) with a commercial insurance company(ies) or underwriters syndicate(s) with terms no less broad than those customarily carried by similar marine carriers with a limit of not less than fifty million dollars (\$50,000,000). Such Protection and Indemnity Insurance shall include coverage for injury to or death of master, mates, and crew, wreck removal coverage; tower's liability; excess collision liability; cargo legal liability; pollution liability; and contractual liability.

Each Party's marine insurance policies shall be endorsed to provide that the other Party's Group is named as an additional insured with waiver of subrogation with respect to the liabilities and indemnities assumed herein in favor of such other Party's Group.

B-3: Act of Insolvency: In addition to the provisions governing insolvency set forth in Section 13 of the General Terms, if any such Act of Insolvency occurs after a Buyer's Marine Vessel has loaded Product under the Agreement but before Buyer has paid for such Product, or in the event of the arrest, seizure or other legal action against the Marine Vessel or its owners, disponent owners, operators or time charterers after loading of Product but before payment therefor, and notwithstanding that the relevant provision of INCOTERMS 2010 may provide that title to the Product has transferred to Buyer, Seller shall be entitled to recover possession of the Product belonging to Seller, as evidenced by the presentation of at least one original bill of lading, if original bill(s) is/are issued, or, if bill(s) has/have not been issued, at least one original of all relevant Delivery Receipts, or otherwise pursuant to this Section, and/or the U.S. Federal Rules of Civil Procedure, Admiralty Supplemental Rule D. The Marine Vessel and Buyer remain a bailee of the Product until such time as payment has been received therefor from Buyer, and as such are obligated to safely discharge same into Seller's or its agent's custody, subject to the

evidence of rightful ownership. Buyer and the Marine Vessel shall fully cooperate with instructions and requests by Seller, so as to aid Seller in promptly and efficiently recovering possession of its Product. Buyer shall procure that this Section B-3 or its equivalent shall be included in any charter party for any Marine Vessel utilized by Buyer to carry Products under this Agreement.

B-4: Bills of Lading; Other Shipping Papers: For waterborne deliveries, Seller shall prepare and furnish Buyer with copies of bills of lading and other shipping papers. All papers sent to either Party in regard to this Agreement shall show the reference number thereon. Failure to deliver Product in accordance with the terms and conditions of the Agreement for any reason other than those included in Section 16 of the General Terms, Force Majeure, shall constitute a default under this Agreement.

B-5: Delivery and Inspection: Unless otherwise agreed, inspection and measurement of Product delivered hereunder to or from Marine Vessels shall be made by an independent petroleum inspector, the cost of which shall be borne equally by Buyer and Seller. At the designated point of custody and title transfer, a mutually acceptable independent inspector shall hand gauge and record static shore tank measurements with fully displaced dock lines immediately before and immediately after delivery of the Product to determine the volume of Product delivered. If relevant shore tank gauge measurements are not possible, then properly certified custody transfer meter measurement is acceptable. If neither static shore tank measurement nor certified custody transfer meters are available, quantity shall be determined by gauging of the Marine Vessel's cargo tanks prior to and upon completion of transfer to or from such Marine Vessel. Otherwise, determination of the volumes will be agreed to by the Parties.

ADDENDUM C TO
GENERAL TERMS AND CONDITIONS
REGARDING DELIVERY OF PRODUCT
BY RAIL

C-1: Scope: This Addendum to General Terms applies to delivery of Product by rail under the General Terms. This Addendum is in addition to, and not in lieu of, the provisions of the General Terms. Any conflict between this Addendum and the General Terms shall be resolved in favor of this Addendum.

C-2: Rail Provisions: In addition to any other terms contained in the Agreement regarding the rail transportation of Products, and the loading and unloading of Products transported via rail, the following shall apply:

(a) Compliance with Applicable Law: Tank cars, railroads, and rail equipment utilized by a Party under this Agreement for the purposes of transportation of Products hereunder shall comply with all Applicable Law pertaining to such tank cars, railroads, and rail equipment, including, but not limited to, regulations of the Federal Railroad Administration, regulations of the Pipeline and Hazardous Materials Safety Administration, any applicable Canadian law, and requirements of the Association of American Railroads for interchange service. In addition to the foregoing, and not by way of limitation, each Party that hires third parties to engage in transportation, unloading, loading, inspections, and other transportation-related functions hereby warrants to the other Party that such third parties shall comply with all Applicable Law. Each Responsible Party shall hold harmless, defend, and indemnify the other Party for all losses, damages, and consequences of the Responsible Party's breach of this warranty or the Responsible Party's failure to comply with Applicable Law.

(b) Rail Demurrage: Seller shall be responsible for demurrage imposed by a railroad at the origin: (1) when the relevant railroad has been hired by Seller, or (2) when the relevant railroad has been hired by Buyer, Seller has received notice of the railroad's arrival at the origin, and actions of Seller have prevented the railroad from entering the origin, resulting in the demurrage charge. Buyer shall be responsible for all other origin demurrage, as well as demurrage imposed by a railroad at destination or any other location. If a railroad charges demurrage to a Party who is not responsible for the demurrage under this Agreement, the Party responsible under this Agreement shall reimburse the Party charged by the railroad within thirty (30) days of notice from the Party charged.

(c) Insurance: Buyer shall, at its own expense, maintain commercial general liability and umbrella/excess insurance (covering bodily injury and property damage, and including coverage for, but not limited to, contractual liability, products liability, and sudden and accidental pollution) connected with the use of trip leased tank car(s) to the extent of \$10 million combined per occurrence. The policies shall be endorsed to name Seller's Group as additional insureds as its interests may appear. All policies of insurance procured by Buyer pursuant to this Section C-2(c) shall be endorsed to provide a waiver of subrogation in the name of Seller, its subsidiaries, and affiliated legal entities and their respective assignees.

The insurance maintained by Buyer shall be primary without any right of contribution from insurance which may be maintained by Seller. Insurance of Buyer shall not relieve Buyer from

any indemnity obligation hereunder. Buyer shall procure an agreement from each insurer that shall provide Seller at least thirty (30) days' prior written notice (at the address for notice to Seller set forth herein) of any cancellation, non-renewal, or material change of the terms of such insurance policies.

Buyer shall provide Seller with a certificate of insurance or copies of policies covering the aforementioned insurance, if requested by Seller.

(d) Tank Cars Under Trip Lease: When Buyer arranges for rail transportation of Product in Seller's tank cars, Seller's tank cars shall be under trip lease to Buyer for such transportation pursuant to the following terms:

(i) Use Restrictions: Buyer shall use such trip leased tank cars only for transport of Product purchased by Buyer from Seller. Buyer shall subject the tank cars only to normal wear and tear.

(ii) Location: Buyer shall use the tank cars exclusively within the boundaries of the continental United States of America ("USA"); however, cross-border movements to and from Canada are permitted so long as the tank cars are predominantly located within the continental limits of the USA. In the event that any tank car is used or located outside of the continental USA for any reason, Buyer shall assume full responsibility for all costs, taxes, duties, or other charges incidental to such use including costs incurred in returning such tank car to the continental USA.

(iii) Term: Buyer shall release all trip leased tank cars back to the railroad for return to Seller within five (5) days of delivery by railroad of the loaded tank car to Buyer's destination. Buyer responsibility for each trip leased tank car shall commence upon completing of loading of Product into the tank car or Buyer's Group's control over the tank car, whichever comes first, and shall end upon return of the tank car to Seller (at the location where the trip lease began or such other location designated by Seller) in good working condition, no worse than the condition when Buyer's responsibility began, for immediate re-use by Seller. If Buyer does not return trip leased tank cars to Seller in accord with the time limitation described herein, Seller reserves all rights and remedies provided hereunder and by Applicable Law, or, at Seller's sole discretion, Seller may require Buyer to pay Seller up to \$150 per day at Seller's discretion ("Hold-Over Fee") for each day that Buyer exceeds the time limitation for return. The Hold-Over Fee shall be paid by Buyer within fifteen (15) days of receipt of Seller's invoice.

(iv) Return: Buyer shall ensure that trip leased tank cars, when returned, shall be empty and in a condition suitable for immediate re-use for transportation of the same commodity, in the same working order and good condition that applied upon commencement of the trip lease, normal wear and tear excepted. If a tank car fails to meet any of these standards, Seller may, in the exercise of reasonable judgment, take such steps as are necessary to ensure that such tank car meets such standard(s), and Buyer shall reimburse Seller for the expense of such steps.

(v) Cleaning: Buyer shall thoroughly clean trip leased tank cars before return to Seller. Such cleaning shall remove all residue of any Product, and shall enable the tank cars to be loaded immediately, without cross-contamination, with any commodity for which they are

approved by Applicable Law. Buyer shall have such cleaning performed at its own risk and expense.

(vi) Maintenance: If Buyer becomes aware that a tank car is in need of maintenance during the trip lease, Buyer shall promptly contact Seller and follow Seller's instructions as to repairing and/or forwarding such tank car to the appropriate repair shop. As between Buyer and Seller, Seller shall be responsible for the cost of all repairs due to normal wear and tear, and Buyer shall be responsible for all other repairs, unless a railroad or other third party has assumed responsibility for the cost of such repairs. Title to all replacement parts or repaired parts shall be immediately vested in Seller. Transportation charges to and from repair shops and cleaning facilities shall be paid by Buyer.

(vii) Damage, Loss, or Destruction: Buyer shall be responsible for all damage to, loss of, or destruction of any tank car covered by the trip lease except to the extent a third party compensates Seller for such damage, loss, or destruction, whether through the AAR Interchange Rules or otherwise. When Buyer is responsible for loss or destruction, the value of the tank car shall be calculated under Rule 107 of the AAR Interchange Rules.

(viii) Loss of Commodity: Seller shall not be liable for any loss of, or damage to, Product or other commodities loaded or shipped in the tank cars. Buyer agrees to assume responsibility for, to indemnify Seller against, and to save it harmless from any such loss or damage or claim therefor.

(ix) Markings; Linings: Buyer shall place no lettering or marking of any kind upon the tank cars without Seller's prior written consent. Nor shall Buyer install, remove, or replace any interior protective linings or coatings in the tank cars without Seller's prior written consent.

(x) Responsibility for Railroad Charges and Mileage: Buyer shall pay all freight, fees, demurrage, penalties, and railroad charges related to its use of the tank cars. If the operation of any of the tank cars shall result in any charges being made against Seller by any railroad (or by the AAR), Buyer shall pay to Seller the amount of such charges within the period prescribed by and at the rate and under the conditions imposed by such railroad or the AAR. No mileage allowance will be paid to Buyer with respect to any tank car trip leased to Buyer.

(xi) No Property Interest or Liens: Buyer shall have no property interest nor title in trip leased tank cars. Buyer shall only have the rights specifically enumerated herein. Buyer shall keep the tank cars free from any liens or encumbrances created by or through Buyer.

(xii) No Subletting: Buyer shall not sublease, sub-let, loan, or transfer any tank car(s) covered by any trip lease.

(xiii) No Warranty: Seller makes no warranties or representations, express or implied, as to the condition, merchantability, fitness for particular purpose, or any other matter concerning the tank cars. Buyer shall be solely responsible for determining that the specifications and design of any tank car are appropriate for Buyer's use and the commodities loaded therein.

(xiv) Indemnity: Buyer shall be responsible for and will indemnify Seller against all losses, claims, liabilities, injuries, environmental damages, and other damages (“Damages”) arising from or related to the use of tank cars trip leased to Buyer hereunder, including Damages arising from Buyer’s failure to return cars to Seller within the specified time period and Damages caused by or resulting from acts or omissions of Buyer’s Group. As part of its duty to indemnify hereunder, Buyer shall also pay attorneys’ fees and associated legal costs incurred by Seller.

(xv) Taxes: Seller shall pay all property taxes applicable to the tank cars. Buyer shall pay all other taxes related to its use of the tank cars trip leased hereunder, including import duties, excise taxes, use taxes, sales or rental taxes, and any other taxes levied or assessed upon the tank car(s) or Buyer’s use of them. Nothing herein shall be construed as to make Buyer liable for the income or corporate tax of Seller.

ADDENDUM D TO
GENERAL TERMS AND CONDITIONS
REGARDING DELIVERY OF PRODUCT
BY TRUCK

D-1: Scope: This Addendum to the General Terms applies to delivery of Product by truck under the General Terms. This Addendum is in addition to, and not in lieu of, the provisions of the General Terms. Any conflict between this Addendum and the General Terms shall be resolved in favor of this Addendum.

D-2: Truck Provisions: In addition to any other terms contained in the Agreement regarding the truck transportation of Products, and the loading and unloading of Products transported via truck, the following shall apply:

(a) Free Carrier (FCA):

(i) For deliveries specified as FCA in the Special Provisions, delivery of Product shall be made to Buyer at the Loading Terminal designated in the Special Provisions. Title and risk of loss shall pass from Seller to Buyer as the Product passes the inlet manifold of Buyer's designated truck or, where loading by gravity fed top loading, as the Product passes the outlet of the Loading Terminal's loading hose.

(ii) Nomination of the truck shall be made in accordance with the standard operating procedures of the Loading Terminal. Buyer shall be solely responsible for ensuring that it or its carrier, as applicable, has entered into all requisite facility access agreements and/or similar agreements required in order for the truck to access the Loading Terminal.

(iii) The designated truck shall comply with all applicable governmental and local authority laws and/or regulations and requirements of whatever nature in force at the Loading Terminal. Where the truck does not comply with such requirements Seller may refuse to load the truck in question. Seller shall not be liable for any loss or damage, direct or indirect, which Buyer may suffer as a result of Seller exercising such right.

(iv) The time allowed to Seller for loading the Product shall be as agreed between the Parties in the Special Provisions. The time allowed to Seller shall commence when the designated truck is made available to Seller ready for loading and shall cease when the truck is made available to Buyer for collection or departure from the Loading Terminal.

(v) Buyer warrants that the designated truck is able to load the Product within the time allowed for loading, provided loading facilities permit. All time lost as a result of the truck being unable to load the Product in accordance with this warranty shall not count against the time allowed for loading or, where the truck is on excess time, as time on the excess time rate.

(vi) The following activities shall not count towards the time allowed for loading: (1) cleaning, inspection, and/or inerting the tanks of the truck; (2) repairs or substitution of the truck due to a breakdown; (3) delays due to Buyer's failure to comply with any term of the

Agreement, including, but not limited to, any requirements of the Loading Terminal; and/or, (4) any delay whatsoever attributable to the truck.

(vii) Where an excess time rate is specified in the Special Provisions and the time allowed for loading is exceeded, then Seller shall pay Buyer in respect of the excess time.

(viii) Each excess time claim shall be submitted in writing, together with all supporting documents. In no event shall Seller be liable for an excess time claim where such claim with all supporting documents is not received by Seller in writing and within twenty-one (21) days of the date of the completion of loading. For the purpose of this article, the completion of loading date shall count as day one. Where Buyer fails to present a claim, together with supporting documentation, within the aforesaid limit, then any liability of Seller for excess time shall be extinguished.

(ix) Determinations of quantity and quality shall be made in accordance with Section 9 of the General Terms.

(b) Carriage and Insurance Paid To (CIP) and Carriage Paid To (CPT):

(i) For deliveries specified as CIP or CPT in the Special Provisions, delivery of Product shall be made to Buyer at the Loading Terminal designated in the Special Provisions. Title and risk of loss shall pass from Seller to Buyer as the Product passes the inlet manifold of Seller's designated truck or, where loading by gravity fed top loading, as the Product passes the outlet of the Loading Terminal's loading hose.

(ii) Nominations of transportation shall, where any such procedure is agreed to be conducted, be made in accordance with the standard operating procedures of the Discharge Terminal. Any delays in unloading the Product caused by Buyer's failure to nominate or provide any necessary documents for importation or unloading the Product will be for Buyer's account. Buyer shall indemnify Seller for all costs, losses, and damages, including, but not limited to, all costs related to excess time and/or detention, incurred by Seller as a result thereof.

(iii) The designated truck shall comply with all applicable governmental and local authority laws and/or regulations and requirements of whatever nature in force at the Discharge Terminal. Where the truck does not comply with such requirements, Buyer may refuse to unload the truck in question.

(iv) Buyer shall provide a safe place at the Discharge Terminal for the truck which the truck can proceed to, arrive at, unload the Product at, and depart from. The safe place at the Discharge Terminal shall always be free of all charges for normal cargo transfer.

(v) The time allowed to Buyer for unloading the Product shall be as agreed upon between the parties in the Special Provisions. The time allowed to Buyer shall commence when the truck is made available to Buyer at the Discharge Terminal ready for unloading and shall cease when the truck is unloaded and made available to Seller for collection at the same place.

(vi) The following activities shall not count towards the time allowed for loading: (1) repairs or substitution of the truck due to a breakdown; and/or (2) delays due to Seller's failure to comply with any term of the Agreement, including, but not limited to, any requirements of the Discharge Terminal.

(vii) Where an excess time rate is specified in the Special Provisions and the time allowed for loading is exceeded, then Buyer shall pay Seller in respect of the excess time.

(viii) Each excess time claim shall be submitted in writing, together with all supporting documents. A submitted excess time claim not disputed by Buyer shall be paid by Buyer to Seller within thirty (30) days from the date of Seller's invoice.

(ix) Determinations of quantity and quality shall be made in accordance with Section 9 of the General Terms.

(c) Delivered at Place (DAP) and Delivered Duty Paid (DDP):

(i) For deliveries specified as DAP or DDP in the Special Provisions, delivery of Product shall be made to Buyer at the Discharge Terminal designated in the Special Provisions. Title and risk of loss shall pass from Seller to Buyer when the truck arrives at the Discharge Terminal.

(ii) Seller shall give a notice to Buyer of the truck which is to deliver the Product (the "Nomination"). The Nomination shall specify: (1) the quality and approximate quantity to be delivered; and (2) such other information as may be required at the Discharge Terminal.

(iii) The nominated truck shall comply with all applicable governmental and local authority laws and/or regulations and requirements of whatever nature in force at the Discharge Terminal. Where the truck does not comply with such requirements Buyer may refuse to unload the truck in question.

(iv) The nominated truck shall be subject to Buyer's acceptance which shall not be unreasonably withheld. Buyer shall provide Seller with a notice of acceptance or rejection of the nominated truck within one working day of receipt of the Nomination. Any notice of rejection shall state the specific reason(s) for Buyer's rejection so that Seller may take reasonable corrective action(s), including making a further Nomination, without prejudice as to whether Buyer's rejection is reasonable or not.

(v) Unless otherwise stated in the Special Provisions, Buyer shall notify Seller within one working day of Buyer's receipt of Seller's Nomination of: (1) all instructions regarding the customary documentation which may be required at the Discharge Terminal; and (2) the Discharge Terminal, unless already specified in the Special Provisions, with instructions to enable the truck to prepare and submit necessary information to relevant governmental authorities in a timely fashion so as to enable compliance with the regulatory requirements as may be applicable at the Discharge Terminal.

(vi) Any delays in unloading the Product caused by Buyer's failure to nominate or provide any necessary documents for the importation of the production at the Discharge Terminal shall be for Buyer's account. Buyer shall indemnify Seller for all costs, losses, and damages, including, but not limited to, all costs related to excess time and/or detention, incurred by Seller as a result thereof.

(vii) Buyer shall provide a safe place at the Discharge Terminal for the truck which the truck can proceed to, arrive at, unload the Product at, and depart from. The safe place at the Discharge Terminal shall always be free of all charges for normal cargo transfer.

(viii) The time allowed to Buyer for unloading the Product shall be as agreed between the Parties in the Special Provisions. The time allowed to Buyer shall commence when the truck is made available to Buyer at the Discharge Terminal ready for unloading and shall cease when the truck is unloaded and made available to Seller for collection at the same place.

(ix) The following activities shall not count towards the time allowed for loading: (1) repairs or substitution of the truck due to a breakdown; and/or (2) delays due to Seller's failure to comply with any term of the Agreement, including, but not limited to, any requirements of the Discharge Terminal.

(x) Where an excess time rate is specified in the Special Provisions and the time allowed for loading is exceeded, then Buyer shall pay Seller in respect of the excess time.

(xi) Each excess time claim shall be submitted in writing, together with all supporting documents. A submitted excess time claim not disputed by Buyer shall be paid by Buyer to Seller within thirty (30) days from the date of Seller's invoice.

(xii) Determinations of quantity and quality shall be made in accordance with Section 9 of the General Terms.

(xiii) For deliveries specified as DDP in the Special Provisions, Seller shall procure custom clearance of the Product upon importation and the price agreed shall be deemed to include any duty payable upon importation at the Discharge Terminal.

(d) Compliance with Applicable Law: Trucks utilized by a Party under this Agreement for the purposes of transportation of Products hereunder shall comply with all Applicable Law pertaining to such trucks. In addition to the foregoing, and not by way of limitation, each Party that hires third parties to engage in transportation, unloading, loading, inspections, and other transportation-related functions hereby warrants to the other Party that such third parties shall comply with all Applicable Law. Each Party ("Responsible Party") shall hold harmless, defend, and indemnify the other Party for all losses, damages, and consequences of the Responsible Party's breach of this warranty or the Responsible Party's failure to comply with Applicable Law.

(e) Required Insurance: Any Party seeking to load or unload Products at Seller's facilities via truck at shall, ensure that the following insurance coverages are in place and maintained throughout the time such trucks will be at Seller's facility or carrying the Products: (1) commercial general liability and umbrella/excess insurance (covering bodily injury and

property damage, and including coverage for, but not limited to, contractual liability, products liability, and sudden and accidental pollution); (2) comprehensive commercial vehicle liability insurance extended to owned, non-owned, and hired trucks used by the Party in the performance of an Agreement; and (3) excess liability or umbrella insurance following form with items 1 and 2 with minimum limits of not less than \$10,000,000 per occurrence, all following form of the primary insurance coverage in items 1 and 2. All such insurance policies shall be endorsed to provide that Seller (as well as, its subsidiaries and affiliated legal entities and their respective assignees) is named as an additional insured with waiver of subrogation with respect to the liabilities and indemnities assumed herein. Such Party shall provide Seller with a certificate of insurance or copies of policies covering the aforementioned insurance, if requested by Seller.

(f) Facility Access: Any Party seeking to load or unload Products at Seller's facilities via truck at shall be solely responsible for ensuring that it or its carrier, as applicable, has entered into all requisite facility access agreements and/or similar agreements required in order for such Party's (or its carrier's) trucks to access the loading rack. Notwithstanding any of the foregoing to the contrary, all delays associated with the failure to comply with this provision shall be solely for such Party's account.