

TERMINALING AGREEMENT

THIS TERMINALING AGREEMENT (the "Agreement"), is made this ____ day of _____, 20____, by and between SFPP, L.P., a Delaware limited partnership, herein called "SFPP", and _____, herein called "CUSTOMER".

WHEREAS, on parcels of land located in Arizona, California, Oregon and Nevada, SFPP has an ownership or leasehold interest, in whole or in part, in terminal facilities consisting of tanks, loading racks, gasoline detergent additive facilities, computer accounting and security, vapor handling, oily water treatment, piping and other facilities designed for the handling of fungible petroleum products (hereinafter sometimes referred to as "petroleum products" or "products"), including the receiving of products from pipeline, the storing and handling of products, and the loading of products into tank trucks, or tank trucks and trailers; and

WHEREAS, SFPP owns and operate pipelines connecting to each of SFPP's terminals;

WHEREAS, CUSTOMER desires to have certain fungible petroleum products delivered through such pipelines to certain of SFPP's terminals, and to have such products stored, handled, and loaded into tank trucks, or loaded into tank trucks and trailers, at SFPP terminals;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The Effective Date of this Agreement is _____, 20____.

1. TERMINAL FACILITIES

EXHIBIT "A" describes the SFPP terminals and facilities (individually, a "Terminal" collectively, the "Terminals") to which this Agreement applies, the services to be provided for CUSTOMER by SFPP hereunder, and any applicable volume commitments. SFPP terminal tankage is operated as community storage with like products from each participating SFPP customer being stored in a fungible manner and CUSTOMER hereby agrees to such community storage. No segregated storage will be provided to CUSTOMER unless specifically agreed to in writing between CUSTOMER and SFPP.

SFPP may, at its sole discretion, reassign tankage and related loading facilities under this Agreement, including temporary reassignment of facilities, for more efficient use of said facilities. SFPP shall notify CUSTOMER of any such reassignments as soon as reasonably possible prior to such reassignments. Such reassignment shall not restrict CUSTOMER's current volume.

2. CUSTOMER REQUESTED ADDITIONS OR MODIFICATIONS

2.1 Customer Requested Additions And Modifications.

CUSTOMER requested additions to or modifications of SFPP facilities provided for CUSTOMER at each terminal shall be subject to approval by SFPP. SFPP, in its sole discretion, may install such additions or modifications, or, at CUSTOMER's request, may authorize CUSTOMER to install such additions or modifications using a contractor which has been previously approved by SFPP and is listed on SFPP's approved contractor's list. CUSTOMER shall bear all cost of installing such additions or modifications, whether the work is performed by SFPP or by other parties. Such

additions or modifications shall be the property of CUSTOMER and, unless SFPP agrees in writing to the contrary, CUSTOMER shall operate and maintain such additions or modifications. Upon termination of this Agreement, CUSTOMER shall, at CUSTOMER's sole cost and expense, and within thirty (30) days following the termination date, remove such additions or modifications and return SFPP's facilities to their original condition. In the event that CUSTOMER fails to remove such additions or modifications as set forth above, then SFPP may, at its election, either take and hold said additions or modifications as its own, or remove said additions or modifications and return its facilities to their original condition for CUSTOMER's account. In the event that SFPP elects to remove said additions and modifications, CUSTOMER shall, within thirty (30) days following receipt of an invoice therefore, reimburse SFPP fully for the cost thereof.

2.2 Taxes on Customer's Product.

CUSTOMER shall be responsible for and shall pay all governmental taxes, assessments, fees, licenses or charges that may be assessed or charged against the products owned by CUSTOMER on SFPP's premises. CUSTOMER shall reimburse SFPP for any payments SFPP is legally required to make with respect to the above, to the extent that such payments result from CUSTOMER's product being in SFPP's storage or throughput through SFPP's facilities. SFPP shall be responsible for and shall pay all governmental taxes, assessments, fees, licenses or charges that may be assessed or charged against the facilities owned by SFPP on SFPP's premises or charged, measured or assessed against the income derived from or relating to the charges and/or fees paid to SFPP by CUSTOMER. CUSTOMER shall provide SFPP with a Federal Employer Identification Number and a completed signed original Notification Certificate of Taxable Fuel Registrant (including CUSTOMER's IRS 637 registration number) as required by the Internal Revenue Service's excise tax regulations. CUSTOMER further agrees to comply with all other requirements imposed by SFPP and applicable laws, rules or regulations in connection with such excise taxes.

2.3 Customer Owned Additive Facilities.

At the written request of CUSTOMER, SFPP may authorize CUSTOMER to install additive injection equipment, at CUSTOMER's sole cost and expense, on SFPP's property and attach such additive injection equipment to truck loading racks owned by SFPP, where appropriate. Approval for right-of-entry, location, design, equipment, and additional requirements (if any) must be secured from SFPP prior to any such installation. Such approval shall not be unreasonably withheld. Reference is hereby made to (EXHIBIT "C") SFPP's Terminal Policies and Procedures, for additional requirements concerning CUSTOMER owned additive facilities. Such equipment shall be the property of CUSTOMER and subject to the same removal and reimbursement obligations set forth in paragraph 2.1 above.

3. PRODUCT QUALITY

3.1 Product Specification Requirements.

CUSTOMER's products delivered into SFPP-owned tanks must meet the quality standards set forth in the published products specifications ("Products Specifications") for the applicable delivery pipeline(s). It shall be CUSTOMER's sole responsibility to ensure compliance of its products with said Products Specifications. CUSTOMER shall indemnify, defend, and hold SFPP harmless from and against any liability, claims, demands, damages, fines, costs or expenses, to the extent caused by CUSTOMER delivering to the SFPP terminal tankage any product which fails to conform to the Products Specifications or any applicable governmental laws or regulations, including but not limited to those governing Reid Vapor Pressure, sulfur content, or octanes for finished products. If

CUSTOMER's products are delivered into community tanks and do not meet the standards set forth in the Products Specifications, CUSTOMER shall be liable for all damages incurred as a result thereof, including but not limited to damage to products of other community customers. "Damage", in this instance, includes, as actual damages and not consequential, indirect or special damages, loss of value and the costs reasonably incurred to bring the non-conforming products into conformance with the Products Specifications, including blending or disposal and replacement. CUSTOMER shall be responsible for all costs incurred by SFPP, to the extent caused by CUSTOMER's products, for water analysis, treatment, and disposal associated with wet product delivered by or on behalf of CUSTOMER through SFPP's pipelines or into SFPP's terminal piping and tankage; CUSTOMER shall promptly reimburse SFPP for such costs, upon receipt of SFPP's invoice therefore along with documentation of CUSTOMER's responsibility for such wet product. SFPP shall provide invoice reconciliation at time of billing. A current copy of SFPP's Product Specifications is located on SFPP's website www.kindermorgan.com.

3.2 No Liability for Joint Use of Tankage.

Except as provided in Sections 8.1 and 13.1 of this Agreement, no liability shall accrue to SFPP as a result of community usage of said tankage.

3.3 Change in Product Specifications.

In the event that SFPP elects to make changes to its published Product Specifications, it may do so by giving CUSTOMER thirty (30) days written notice, unless government rules, regulations, or operational necessities require shorter notice. In the event that CUSTOMER does not agree to the changes in SFPP's published Product Specifications, CUSTOMER may terminate this Agreement upon written notice to SFPP.

4. INSURANCE

At all times during the term of this agreement, CUSTOMER shall carry and maintain the following insurance, from carriers with an A.M. Best rating of not less than A-/VIII. If CUSTOMER employs common carrier trucks to lift product at SFPP's terminals, it is the CUSTOMER'S sole responsibility to ensure that common carriers' insurance coverage fully complies with all requirements below.

4.1 Worker's Compensation Insurance. Worker's Compensation and Employer's Liability Insurance, with policy limits equal to (i) the statutory requirements of the state(s) in which the Terminal(s) to which this Agreement is applicable are located and (ii) \$1,000,000 per accident and \$1,000,000 for bodily injury by disease for each employee. If either Party performs work on or adjacent to navigable waterways, the Party shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoremen's and Harbor Workers' Compensation Act and, if an exposure exists, the Jones Act.

4.2 General Liability Insurance. Commercial General Liability Insurance, with a minimum limit of \$2,000,000 per occurrence combined single limit bodily injury and property damage liability, and covering that party's contractual liability assumed pursuant to the Agreement.

4.3 Automobile and Truck Insurance. CUSTOMER shall maintain, at its sole cost, Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired, and non-owned), with a combined single limit of not less than \$2,000,000. If the work contemplated by this agreement includes the transportation of hazardous materials, the policy shall include an MCS-90 endorsement in accordance with State and Federal laws.

4.4 Product Damage/Loss Insurance. SFPP does not and shall not insure CUSTOMER's product or property, or the property of others. Insurance, if desired shall be carried by CUSTOMER at its own expense. If CUSTOMER carries insurance on the product or CUSTOMER's property, CUSTOMER's insurance carrier shall endorse the policies to waive subrogation in favor of SFPP. Copies of such endorsements shall be furnished to SFPP upon request.

4.5 Other Insurance Provisions.

4.5.1. All above-mentioned policies shall include a waiver of subrogation in favor of the other party, and except for Workers' Compensation shall name the other party as an additional insured.

4.5.2. SFPP shall have the right to self insure the risk covered in this Section 4, but only to the extent allowed by applicable laws and regulations.

4.5.3. CUSTOMER, with the consent of SFPP, shall have the right to self insure the risk covered in this Section 4, but only to the extent allowed by applicable laws and regulations. If Customer elects to self-insure, it shall: 1) provide SFPP with written notice of its intent to self-insure accompanied with written details of its self-insurance program; 2) Maintain a net worth (as shown by its most recent financial statements audited in accordance with generally accepted accounting principles) of not less than One Hundred Million Dollars (\$100,000,000.00), and 3) Maintain an "Investment Grade" financial rating by Moody's or Standard and Poors or an equivalent rating service.

4.5.4. All deductibles, self-insured retentions and self insurance carried by the Parties under their insurance programs are the sole responsibility of the insured Party and will not be borne in any way by the other Party. The Parties indemnify each other, in full, for any amounts related to the above.

4.5.5. Upon request, the Parties shall furnish each other with Certificates of Insurance evidencing the insurance coverage and provisions provided for in this agreement.

5. TITLE AND CUSTODY OF PETROLEUM PRODUCTS

5.1 Title. Title to all CUSTOMER's liquid petroleum products received at SFPP's terminals shall remain with CUSTOMER.

5.2 Custody. SFPP's custody of CUSTOMER's petroleum products shall commence upon receipt of CUSTOMER's petroleum products into SFPP's terminal or SFPP's pipeline. CUSTOMER's petroleum products shall remain in the custody of SFPP until such products pass the flange at the point of delivery into CUSTOMER-designated tank trucks, CUSTOMER owned storage, or pipelines connected to SFPP's terminal that receive products from such terminal.

6. AUDITS

Records of movement of CUSTOMER's products maintained by SFPP shall be available for audit purposes, when requested in writing by CUSTOMER. CUSTOMER shall give SFPP reasonable advance notice of its desire to review such records, taking into consideration that some of these records are retained at the terminal locations and others are available only at SFPP's headquarters offices or other office locations owned or used by SFPP. SFPP shall maintain such records for a period of three years from and after the time such records are generated or as otherwise required by law. CUSTOMER or its employee, agent, authorized representative shall have the right, during

normal business hours, and upon reasonable advance notice, to manually gauge (stick) SFPP's tanks at CUSTOMER's sole cost and expense. In the event that CUSTOMER elects to exercise this right, CUSTOMER or its employee, agent, authorized representative shall comply strictly with all of SFPP's safety procedures and shall indemnify and save SFPP harmless from and against any liability, claims, demands, damages or costs whatsoever for personal injuries, including death, or property damage, arising in any way out of CUSTOMER's exercise of this right, except to the extent caused by contributed to by the gross negligence or willful misconduct of SFPP. This indemnification shall apply to the employees of the parties hereto and to property in the care, custody and control of the parties hereto. All audits taken pursuant to this Agreement by CUSTOMER shall be at CUSTOMER's expense, including any applicable cost for Additional Services as set forth in EXHIBIT "B".

7. MEASUREMENT OF PRODUCT

- 7.1 **Pipeline Receipts.** Measurements of all petroleum products handled at SFPP's terminals shall be taken by SFPP and shall be based upon United States gallons of 231 cubic inches, 42 gallons to the barrel, corrected to 60 degrees Fahrenheit, using calculations derived from the most current version of the applicable API/ASTM Petroleum Measurement Tables. The quantities of petroleum products received at any SFPP terminal shall be measured by the calibrated meter; however, in the event of meter failure, or if no calibrated meter is available, quantities shall be measured by SFPP's calibrated receipt meter (if any) or tank gauge, in accordance with API's Manual of Petroleum Measurement Standards Chapter 3.
- 7.2 **Loading Rack.** The quantities of petroleum products loaded into tank trucks shall be measured by calibrated meters. The applicable ASTM table shall be used when ethanol is blended with gasoline. Reference is hereby made to SFPP's Terminal Policies and Procedures EXHIBIT "C" for additional requirements relating to loading rack meters.

8. SFPP'S ACCOUNTABILITY FOR PRODUCT

- 8.1 **Product Damage/Loss.** SFPP shall at all times use reasonable care and diligence to preserve and protect CUSTOMER's petroleum products from damage or loss while in SFPP's custody. Except for losses or damage caused by or contributed to by the actions of CUSTOMER, or CUSTOMER's employees, contractors, agents, authorized representatives, or business invitees, SFPP shall be liable to CUSTOMER for all damage to or loss of such petroleum products, other than normal handling and evaporation losses, to the extent caused by the negligence or willful misconduct of SFPP, including damage or loss caused by fire, leakage, contamination or any similar cause; provided, however, that SFPP shall not be liable as an insurer of such petroleum products. SFPP's liability under this Section 9 shall be limited to payment for or replacement of lost or damaged product, as set forth hereinafter.
- 8.2 **Accounting for Product/Normal Handling and Evaporation Losses.** As soon as reasonably possible after the end of each calendar year during the term of this Agreement, but not later than March 31, SFPP shall account to CUSTOMER for all of CUSTOMER's petroleum products so received by custody transfer document based on mode of delivery at each terminal during the calendar year just closed. SFPP shall be liable to CUSTOMER, as is hereafter provided, for the net difference between all quantities of CUSTOMER's petroleum products so received at each Terminal and the quantities of all of CUSTOMER's petroleum products in inventory and loaded or shipped out of the Terminal during such calendar year, less:
- 8.2.1. a tolerance or allowance for the combined gasolines and oxygenates handled hereunder, not to exceed 0.30% of the quantity of the combined gasolines and oxygenates received

at all of the Terminals for CUSTOMER's account during such calendar year, to cover normal handling and evaporation losses;

- 8.2.2. a tolerance or allowance for distillates handled hereunder, not to exceed 0.125% of the combined quantity of distillates received at all of the Terminals for CUSTOMER's account during such calendar year, to cover normal handling and evaporation losses;
- 8.2.3. a tolerance or allowance for biodiesel volumes handled hereunder, not to exceed one fourth of one percent (0.25%) of the quantities of biodiesel so received at each terminal for CUSTOMER's account during such calendar year, to cover normal handling and evaporation losses;
- 8.2.4. the pro-rata portion of any losses or shortages of any such petroleum products during such calendar year resulting from casualties not caused or contributed to by the negligence of SFPP, SFPP's customers, or third parties, or their agents, contractors or employees.

In the event that this Agreement is terminated at a time other than the close of a calendar year, SFPP shall be liable for quantities of CUSTOMER's products lost or unaccounted for during such fractional calendar year, computed in accordance with the provisions hereof. SFPP shall account to CUSTOMER as soon after the termination of this Agreement as is reasonably possible.

8.3 Determination of Gains and Losses. Terminal gains and losses shall be determined on a monthly basis in the following manner: (1) opening tank physical inventory plus; (2) receipt into Terminal, less (3) the sum of deliveries through the loading rack meters, plus/minus (4) the sum of transferred product into or from the tank, versus the closing physical inventory, equals loss or gain. The monthly gains and losses shall be accumulated to determine the gain or loss for the calendar year. Once the gain or loss for the calendar year is determined, the tolerances and adjustments of Section 8.2 shall be applied to arrive at an adjusted gain or loss for such calendar year. The CUSTOMER's closing inventory of one year shall be the CUSTOMER's opening inventory for the following year.

8.4 Determination of Price. At the end of each calendar year, SFPP shall pay to CUSTOMER, for each barrel of petroleum products unaccounted for or lost, for which SFPP is liable under the provisions of this Section 8, an amount equal to the sum of (1) the simple average of the monthly price settlement (in accordance with the SFPP Settlement Pricing Policy) between the parties hereto for overages and shortages of petroleum products resulting from transmission through SFPP's pipeline during the immediate preceding calendar year, and (2) the simple average of the tariff rates in effect during the preceding calendar year for transporting such petroleum products through SFPP's pipeline to the terminal.

9. TANK BOTTOMS

CUSTOMER shall be responsible for its proportionate share of the tank bottoms at each Terminal. The volume used for tank bottom allocation is the accumulative total of the tank bottoms for the tank pool for that particular product at the terminal. The portion that is allocated to the CUSTOMER is calculated by dividing the total tank bottom volume for that product by the number of active inventory-holders in the tank. Unless otherwise agreed to by the Parties, tank bottom allocations at a given Terminal will be released in advance of the termination of this Agreement only when all the following events occur: (i) CUSTOMER notifies SFPP, in writing, that it intends to discontinue utilizing such Terminal for the throughput of its products; (ii) CUSTOMER has paid in full all

outstanding invoices due to SFPP; and (iii) CUSTOMER has fully satisfied any minimum volume obligations to SFPP for the remaining term of this Agreement.

10. COMPENSATION FOR SERVICES RENDERED AND FACILITIES FURNISHED

10.1 Payments. CUSTOMER shall pay SFPP for all services rendered and facilities furnished by SFPP pursuant to this Agreement. SFPP's charges are set forth in EXHIBIT "B" hereto. SFPP shall submit statements to CUSTOMER, showing the volume of CUSTOMER's petroleum products throughput at each SFPP terminal and the charges computed as specified herein. CUSTOMER shall pay such charges within 20 days from the date of billing. SFPP may refuse to further accept CUSTOMER's products into SFPP facilities until all such charges and obligations have been paid.

If payments are not made by the due date stated on the invoice, SFPP shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full, at a rate equal to 125% of the prime rate of interest as reported in the Wall Street Journal as of the first of the month in which the charges are due or the maximum finance rate allowed by applicable law, whichever is less.

Payments due to SFPP shall be made via wire transfer pursuant to the wire transfer instructions on the invoice.

Invoices for payments due to SFPP shall be sent to CUSTOMER at:

10.2 Credit Status. SFPP, at its sole discretion, may require CUSTOMER to secure its obligation under this Agreement by mutually acceptable collateral. SFPP may periodically review CUSTOMER's credit status and payment record and may request copies of CUSTOMER's most recent financial statements, which CUSTOMER shall promptly supply. SFPP may alter CUSTOMER's credit status and require prepayment, a letter of credit, and/or a parent company guarantee.

10.3 Product Lien. Title to CUSTOMER's petroleum products shall at all times remain with CUSTOMER or its assignees, subject to any lien asserted by SFPP. At all times to the extent permitted by law, SFPP shall have all applicable statutory, common law and contractual liens, including the contractual lien that is created hereby, upon CUSTOMER's petroleum products at any time in the Terminals for any uncured default in payment of the charges and all other monetary obligations, plus any interest thereon, set forth herein, whether such charges or obligations are incident to CUSTOMER's petroleum products then in the Terminals or otherwise, and in connection with any and all other agreements between SFPP and CUSTOMER. Additionally SFPP may assert as part of its liens, reasonable administrative and legal fees and charges incurred to enforce and administer the liens, not to exceed 20% of the amount of the total value of the obligations plus interest due thereon secured by the liens. CUSTOMER hereby authorizes SFPP to file any financing statement or other document reasonably necessary to perfect or enforce the liens granted herein.

To the extent that any warehouse receipt is required for the securing and enforcing of any of the liens granted herein and a separate warehouse receipt has not been issued, this Agreement shall serve as a warehouse receipt. If a separate warehouse receipt is required by CUSTOMER, it will be a non-negotiable warehouse receipt, subject to all the terms herein notwithstanding any conflicting terms on the warehouse receipt.

11. FORCE MAJEURE

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out its obligations under this Agreement, it is agreed, that upon notice by the party claiming force majeure, giving full particulars of such force majeure, by telephone, confirmed promptly in writing and wired or telecopied to the other party as soon as possible after the occurrence of the cause relied on, the obligations of the party giving such notice other than to make payment for obligations already matured, so far as it is affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "force majeure" shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, lightning, earthquakes, fire, storms, floods, washouts, arrests and restraints of government or people, explosions, valid rules, regulations and orders of governmental agencies and other causes whether of the same kind herein enumerated or otherwise, not within the reasonable control of the party claiming such suspension and which by the exercise of due diligence and reasonable efforts such party is unable to prevent or overcome. It is agreed and understood that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such cause is inadvisable in the discretion of the party having the difficulty.

12. ENVIRONMENTAL POLLUTION

12.1 CUSTOMER Caused. This section is intended to apply only to the situation where the environmental pollution is caused solely by the acts or omissions of CUSTOMER. In the event any product spill (including oxygenate blending substances) or other environmentally polluting discharge or fugitive emissions is caused by CUSTOMER, its employees, contractors (including without limitation third-party truck drivers), agents, authorized representatives or business invitees at the Terminal, SFPP shall commence containment and/or clean-up operations, as deemed necessary or appropriate in SFPP's sole judgment, or as required by any governmental authorities. SFPP shall promptly notify CUSTOMER of such operations. CUSTOMER may, at CUSTOMER's option, either assume the containment and/or clean-up operation, under direction of SFPP, or allow SFPP to complete such operations. In either event, SFPP shall, at its option, have the right to participate in all containment and/or clean-up operations. All costs of containment and/or clean-up for such spill or discharge, including but not limited to emergency response activities, sampling, excavation, investigation, disposal, required carbon filter changeouts, and costs, fines or penalties associated with the spill or discharge shall be borne by CUSTOMER. Any resulting liability for such spills or discharges shall be the sole responsibility of CUSTOMER. CUSTOMER's United States Environmental Protection Agency Generator's Identification Number shall be used for all operations associated with containment and/or cleanup for which such identification number is required by law. Official notification of appropriate agencies, as required by law, shall be CUSTOMER's responsibility. CUSTOMER shall promptly give SFPP notice of all agencies notified, upon completion of notification and shall fully indemnify SFPP for any failure to make such notification. CUSTOMER agrees that it will allow only its employees, contractors, agents, or

authorized representatives on the Terminal property, and/to the extent that CUSTOMER does allow contractors, agents, authorized representatives or business invitees on the Terminal property CUSTOMER shall be responsible as provided in this section 12.1 as if said agents, authorized representatives or business invitees were employees of CUSTOMER. The customers of CUSTOMER or carriers of customers of CUSTOMER shall not be considered agents, authorized representatives or business invitees of CUSTOMER.

12.2 SFPP Caused. This section is intended to apply only to the situation where the environmental pollution is caused by the acts or omissions of SFPP. In the event of any product spill or other environmentally polluting discharge is caused by SFPP's operation of the facilities, or failure of SFPP's equipment, containment and/or clean-up and/or any resulting liability for such spills or discharges shall be the responsibility of SFPP; provided, however, SFPP shall provide reasonable notice to CUSTOMER if any reportable spill at the Terminal involves CUSTOMER product.

12.3 Jointly Caused. This section is intended to apply only to the situation where the environmental pollution is caused jointly by the acts or omissions of CUSTOMER and SFPP. In the event that a spill or discharge results from the joint negligence of SFPP and CUSTOMER the costs of containment and/or clean-up and/or any resulting liability shall be borne jointly by SFPP and CUSTOMER in proportion to each party's its employees, contractors, agents, authorized representatives or business agent's negligence. In the event of a jointly caused spill, containment and clean-up shall be performed by SFPP. CUSTOMER agrees that it will allow only its employees, contractors, agents or authorized representatives on the Terminal property, and/but to the extent that CUSTOMER does allow contractors, agents, authorized representatives or business invitees on the Terminal property CUSTOMER shall be fully liable as provided in this section 12.3 as if said agents, authorized representatives or business invitees were employees of CUSTOMER. The customers of CUSTOMER or carriers of customers of CUSTOMER shall not be considered agents, authorized representatives or business invitees of CUSTOMER. In the event that (1) the parties cannot agree as to the allocation of their respective negligence, and (2) the total amount in controversy is equal to or less than \$100,000, either party may, within the time period of the applicable statute of limitations, request mediation of the issues. In the event of a jointly caused spill, containment and clean-up shall be performed by SFPP.

12.4 Hazardous Waste Generator. SFPP shall be considered the "generator" of all wastes generated in SFPP's storage tanks for purposes of Federal, State or local hazardous and non-hazardous waste laws and regulations. SFPP shall perform the duties and responsibilities of the "generator", in compliance with all applicable laws and regulations, including identifying, packaging, manifesting, reporting, record keeping, handling, transporting and disposing of all hazardous and non-hazardous liquid or solid wastes removed from SFPP's storage tanks during the cleaning of such tanks. SFPP's United States Environmental Protection Agency Generator Identification Number shall be used for all operations in connection therewith.

13. INDEMNIFICATION

13.1 Indemnifications by SFPP. In addition to Section 4 above and Exhibit "A" Section IV.A. below SFPP shall indemnify, defend, and hold CUSTOMER harmless from and against all liability, claims, demands, damages or costs whatsoever for injuries to or death of persons (including but not limited to the employees, contractors, agents or authorized representatives of the parties hereto), and damage to, loss or destruction of property (including but not limited to the property of the parties hereto), attributable to the gross negligence or willful misconduct of SFPP, its employees, contractors, agents or authorized representatives except to the extent

caused by or contributed to by the negligent acts or omissions of CUSTOMER or CUSTOMER's employees, contractors, agents, authorized representatives or business invitees.

13.2 Indemnifications by CUSTOMER. In addition to Sections 3.1, 4, 5, 7, 13.1 and 13.3 above and Exhibit "A" Section II.B, Exhibit "B" Section IX.A, Exhibit "B" Section X, and Exhibit "C" Sections VI.E and VII.A below, CUSTOMER shall indemnify, defend, and hold SFPP harmless from and against all liability, claims, demands, damages or costs whatsoever for injuries to or death of persons (including, but not limited to employees, contractors, agents or authorized representatives of parties hereto), and damage to, loss or destruction of property (including but not limited to property of parties hereto), arising out of or in any way caused by or contributed to by the gross negligence or willful misconduct of CUSTOMER or its employees, contractors, agents, authorized representatives or business invitees.

13.3 Mutual Indemnification. Each party shall indemnify, defend, and hold the other party harmless from and against any liability, claims, demands, damages, costs, fines, penalties or expenses whatsoever imposed by any governmental agency having jurisdiction, to the extent caused by or contributed to by the failure of such party, its employees, contractors, agents, authorized representatives, or business invitees to comply with any applicable governmental rule or regulation including, but not limited to, those rules or regulations applicable to CUSTOMER-Designated Trucks.

14. TERM OF AGREEMENT

Except as set forth hereinafter, the initial term of this Agreement ("Initial Term") shall be for a period of five (5) years, commencing on the date first set forth hereinabove, and shall renew automatically ("Renewal Term") for one year thereafter unless terminated by either party giving a minimum of 90 days written notice to the other party prior to expiration of the Initial or any Renewal Term.

15. DEFAULT

The following shall be considered "Events of Default" under this Agreement:

- 15.1** Customer fails to pay any monies due hereunder on the date when due and such failure remains uncured 10 days after notice of the default is sent to CUSTOMER;
- 15.2** Except as set forth in Section 12, either party fails to comply in any material respect with any terms or conditions of this Agreement and such party has failed to cure such noncompliance within 30 days after receiving notice thereof from the other party, or where cure of such failure is not possible within such 30 day period, the party fails to commence cure of such failure within such 30 day period and to diligently and in good faith pursue such cure;
- 15.3** A party or any person owning fifty percent or more of the voting securities or interests entitled to vote of either party (a "Controlling Person") commences a voluntary case as a debtor concerning such party or such Controlling Person under the United States Code entitled "Bankruptcy" as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code");
- 15.4** An involuntary case against a party or Controlling Person is commenced under the Bankruptcy Code and relief is ordered against such party or Controlling Person or the petition is controverted but is not dismissed within 30 days after the commencement of the case.

If an Event of Default occurs and is continuing, then the non-defaulting party may terminate this Agreement and pursue any remedies available to it under law. In the event of default by CUSTOMER, CUSTOMER shall immediately pay SFPP as liquidated damages and not as a penalty a sum equal to the cumulative total of the remaining volume commitment multiplied by the then current Terminal Charge, plus (ii) any other sums owed by CUSTOMER to SFPP.

16. EARLY TERMINATION – FAILURE TO FURNISH PRODUCTS

In the event that CUSTOMER fails to furnish petroleum products for storage and handling at SFPP's terminal facilities provided hereunder for a continuous period of 120 days, then SFPP, in addition to any other remedies available at law or in equity, may terminate this Agreement forthwith. Reference is hereby made to EXHIBIT "C" SFPP's Terminal Policies and Procedures, Section III. regarding minimum pipeline tenders and inactivity.

17. INDEPENDENT CONTRACTOR STATUS

17.1 SFPP. In performing services pursuant to this Agreement, SFPP is acting solely as an independent contractor (seller of services and storage space) maintaining complete control over its employees and operations. SFPP is not authorized to take any action in any way whatsoever for or on the behalf of CUSTOMER, except as specified in this Agreement or in subsequent written communications between the parties.

17.2 CUSTOMER. In conducting its operations pursuant to this Agreement, CUSTOMER is acting solely as a customer (purchaser of services and storage space), maintaining complete control over its employees and operations. CUSTOMER is not authorized to take any action in any way whatsoever for or on the behalf of SFPP, except as specified in this Agreement or in subsequent written communications between the parties.

18. NOTICE TO SFPP AND CUSTOMER

18.1 All notices to SFPP hereunder shall, until further written notice by or on behalf of SFPP, be addressed in writing to:

Attention: Director of Business Development
Kinder Morgan Energy Partners
1100 Town and Country Road, 7th Floor
Orange, CA 92868
Fax: (714) xxx-xxxx

All notices to CUSTOMER hereunder shall, until further written notice by or on behalf of CUSTOMER, be addressed in writing to:

Attention:
Company
Address Line
City, State Zip Code
Fax: (xxx) xxx-xxxx

18.2 All notices to be served hereunder shall be deemed properly served on the date of the addressee's receipt thereof and shall only be given by letter, overnight delivery, personal delivery, or facsimile. No notice or communication with respect to the subject matter of this Agreement shall be effective or admissible against the other party in any proceeding unless delivered in writing in accordance with the term of this Section 18.

19. ASSIGNMENT, OTHER AGREEMENTS AND THIRD PARTY BENEFICIARIES

- 19.1 No Assignment Without Consent.** The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided however, that neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, nor shall CUSTOMER sublet the permission herein given without the prior written consent of SFPP. Notwithstanding the forgoing, such consent to assignment or subleasing shall not be unreasonably withheld and shall not be required when SFPP is assigning or subleasing to its parent corporation or entity, subsidiary or affiliate entities, or by merger.
- 19.2 SFPP's Right to Enter Into Other Agreements.** Nothing in this Agreement shall be construed as limiting the right of SFPP to enter into agreements with other persons, firms or corporations concerning any facilities at SFPP's terminals.
- 19.3 Third Party Beneficiaries.** This Agreement is made for the sole and exclusive benefit of the parties hereto and their respective successors and assigns; no third party is intended to have or shall have any rights under this Agreement.

20. ENTIRE AGREEMENT AND TERMINATION OF PRIOR AGREEMENTS

This Agreement, including EXHIBITS "A", "B", and "C", "D", which are incorporated herein by reference as though more fully set forth herein, contains the entire agreement of the parties hereto as to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This Agreement terminates and supersedes any prior agreement(s) and related amendments covering the terminaling of products in the SFPP terminals listed in EXHIBIT "A".

21. CONFLICT OF INTEREST

Each party shall exercise reasonable care and diligence to prevent and avoid actions and conditions which would result in an improper influence or effect on their business relationship. This obligation shall apply to the activities of the employees and agents of either SFPP or CUSTOMER, and of their families, in their relations with the employees and agents of the other party and their families, and with third parties, affecting this Agreement or the facilities provided hereunder. Each party's efforts in this regard shall include but not be limited to, taking precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, extravagant entertainment, payments, loans or other personal considerations for the purpose of influencing any individual to act adversely to the interests of the other party in the business relations of the parties.

22. COMPLIANCE WITH LAWS AND REGULATIONS

This Agreement is made subject to any applicable statutes and all valid laws, regulations and orders of any governmental bodies having jurisdiction in the premises.

23. AMENDMENTS AND WAIVER

- 23.1 Amendments.** Amendments to this Agreement shall be in writing and signed by both parties.
- 23.2 Waiver.** No waiver by a party of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same as to any subsequent breach. No covenant, term or condition of this Agreement shall be deemed waived unless waived in writing.

24. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

25. OTHER MATTERS

25.1 Joint Preparation. This Agreement is the product of the joint negotiation of the parties and their respective counsel and is not to be construed for or against either party merely by virtue of the fact that counsel for one of the parties may have prepared this Agreement.

25.2 Counterparts. This Agreement and any amendments hereto may be executed electronically, via facsimile or in multiple counterparts, each of which, including electronic or facsimile copies, when executed and delivered, shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

25.3 Interpretation. The masculine, feminine or neuter pronouns used herein shall be interpreted without regard to gender, and the use of the singular or plural shall be deemed to include the other whenever the context so requires. Use of the terms, “include”, “including”, or “includes”, followed by specific examples shall not be deemed to limit the object of the reference to the specific examples.

25.4 Effect of Captions and Headings on Construction of Agreement. Captions of the sections and paragraphs of this Agreement are for convenience and reference only. The words in the captions in no way explain, modify, amplify, or interpret this agreement.

26. CHOICE OF LAW AND FORUM

This agreement shall be deemed to have been entered into in the State of California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by the procedural and substantive laws of the State of California, without regard to its conflicts of laws provisions which, if applied, might require the application of the laws of another jurisdiction. Any actions, proceedings or counterclaims brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement must be brought in a federal or state court in Orange County in the State of California.

27. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES UNDER OR AS A RESULT OF PERFORMANCE OF THIS AGREEMENT.

28. INTEGRATION

This Agreement is the sole and exclusive agreement of SFPP and CUSTOMER concerning the subject matter hereof, and this Agreement correctly states the rights, duties, and obligations of each party to the other as of the effective date. Any prior agreements, promises, or negotiations not expressly set forth in this Agreement are of no force or effect.

SFPP, L.P.

By: _____

Name: _____

Title: **Director, Business Development**

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

to Terminaling Agreement dated _____, 20__

SFPP TERMINALS, SERVICES PROVIDED, AND VOLUME COMMITMENT

I. Terminals Included in this Agreement:

II. Services Provided by SFPP and Responsibilities of SFPP and CUSTOMER Under This Agreement:

Terminal Throughput – SFPP will provide community storage tanks for the receipt of CUSTOMER’s products from designated pipelines. SFPP will provide short-term storage of such products until loaded onto tank trucks by CUSTOMER.

Gasoline Detergent Additive (Generic) – SFPP will provide or cause to be provided generic gasoline detergent additive (“Generic Gasoline Additive”) to be utilized in the community gasoline additive system(s) at the SFPP terminals listed in EXHIBIT “A”, such Generic Gasoline Additive to be injected into CUSTOMER’s gasoline. is the Generic Gasoline Additive shall be properly registered and certified, as applicable, pursuant to the regulations established by the United States Environmental Protection Agency, (“EPA”), Title 40, part 80, Subpart G of the Code of Federal Regulations, and if applicable, Title 13 California Code of Regulations, Section 2257 (the “Additive Regulations”). SFPP shall inject Generic Gasoline Additive at the lowest allowed concentration by law (“LAC”) unless both SFPP and CUSTOMER agree to inject at a concentration in excess of the LAC.

Gasoline Detergent Additive (Proprietary) - CUSTOMER will provide or cause to be provided a proprietary gasoline detergent additive (“Proprietary Gasoline Additive”) for SFPP to inject into CUSTOMER’s gasoline at a concentration prescribed in writing by CUSTOMER. Unless otherwise agreed to by the Parties, CUSTOMER shall be solely responsible for delivery and loading Proprietary Gasoline Additive into an additive system utilized to store and inject Proprietary Gasoline Additive.

Gasoline Detergent Additive Injection - After the receipt of CUSTOMER gasoline at the SFPP terminal, and at the time of loading into trucks, SFPP shall inject additive the selected Gasoline Detergent Additive into CUSTOMER’s gasoline.

A. SFPP Responsibilities

SFPP shall monitor the Detergent Gasoline Additive injection as required to assure compliance with Additive Regulations. SFPP shall maintain records required of the terminal operator to comply with the EPA and CARB regulations with regard to additives.

For Proprietary Gasoline Additive customers, a minimum of once per weekday, except holidays, SFPP shall obtain meter readings which indicate the quantity of additive injected and the quantity of gasoline additized for each gasoline meter and its associated additive meter. The gallons of additive injected per 1,000 gallons of gasoline loaded shall be compared to the Certification Requirement. Appropriate adjustments to the additive system injectors shall be made as required to maintain compliance with the Certification

Requirement.

SFPP shall indemnify and save CUSTOMER harmless from and against any and all liability, claims, demands, damages, costs, fines and penalties arising out of SFPP's failure to perform its obligations under this Agreement, including, but not limited to, failure to inject the specified amount of additive into CUSTOMER's gasoline or failure to maintain the required additive injection records. SFPP's obligation to indemnify CUSTOMER hereunder shall extend to fines and penalties for which CUSTOMER may be vicariously liable due to acts or omissions of SFPP pursuant to CARB or EPA detergent additive regulations, but shall not include CUSTOMER's liability for independent violations of these regulations, including, but not limited to CUSTOMER's failure to perform adequate oversight in order to insure that its additized gasoline meets applicable specifications. In no event shall SFPP be liable for special, indirect or consequential damages.

In the event that any federal or state agency attempts to hold CUSTOMER vicariously liable for acts or omissions of SFPP, CUSTOMER shall use its best efforts to defend itself against such liability; and, SFPP shall have the right to approve counsel selected by CUSTOMER and the right to approve any proposed settlement of such alleged liability.

B. CUSTOMER Responsibilities

CUSTOMER shall be responsible for compliance with all applicable current and future CARB or EPA rules and regulations, including, but not limited to those relating to certification of additized gasoline and implementation of an appropriate oversight program.

CUSTOMER shall indemnify and save SFPP harmless from and against any and all liability, claims, demands, damages, costs, fines and penalties arising out of CUSTOMER's failure to perform its obligations under this Agreement, including, but not limited to, those relating to certification of additized gasoline and implementation of an appropriate oversight program. CUSTOMER's obligation to indemnify SFPP hereunder shall extend to fines and penalties for which SFPP may be vicariously liable due to acts or omissions of CUSTOMER pursuant to CARB or EPA detergent additive regulations, but shall not include SFPP's liability for independent violations of these regulations, including, but not limited to SFPP's failure to perform adequate oversight in order to insure that its additized gasoline meets applicable specifications. In no event shall CUSTOMER be liable for special, indirect or consequential damages.

In the event that any federal or state agency attempts to hold SFPP vicariously liable for acts or omissions of CUSTOMER, SFPP shall use its best efforts to defend itself against such liability; and, CUSTOMER shall have the right to approve counsel selected by SFPP and the right to approve any proposed settlement of such alleged liability

CUSTOMER shall provide to SFPP Additive Administrator any changes in the injection rate or change in additive product along with related documents such as MSDS and Registration, statement of National LAC from EPA or a CARB Executive Order from CARB, at least fifteen (15) days prior to the date CUSTOMER desires such change to be in effect.

Diesel Lubricity Additive – SFPP will provide or cause to be provided a lubricity additive (“Lubricity Additive”) and upon receipt of CUSTOMER's diesel into storage shall ensure that Lubricity Additive is injected into CUSTOMER's diesel in sufficient quantities to cause CUSTOMER's diesel to comply with the lubricity requirements of ASTM D 975.

Diesel Conductivity Additive (Eugene, OR) – SFPP will provide or cause to be provided a conductivity additive (“Conductivity Additive”) and upon receipt of CUSTOMER’s diesel into storage shall ensure that Conductivity Additive is injected into CUSTOMER’s diesel in sufficient quantities to cause CUSTOMER’s diesel to comply with the conductivity requirements of ASTM D 975.

Diesel Red Dye - SFPP will provide or cause to be provided a generic red dye (“Red Dye”) to be utilized in the community red dye injection system at each SFPP terminal where SFPP offers red dye injection services. Such Red Dye will be injected, when requested by CUSTOMER, into CUSTOMER’s diesel that is distributed as exempt from the Federal Excise Tax imposed by sections 4081 and 4082 of the Internal Revenue code at or above minimum injection rates specified by the Internal Revenue Service. (For purposes of this Agreement, Red Dye shall be considered to be an additive.)

SFPP, as terminal operator, shall provide (1) proper documentation on bill of lading, and (2) record keeping as required by Internal Revenue Service regulations. Other than as set forth herein, SFPP shall have no responsibility for oversight of CUSTOMER’s compliance with applicable laws and regulations. CUSTOMER shall be solely responsible for (1) Internal Revenue Service regulations, (2) payment of taxes, (3) maintaining the integrity of dyed fuels, and (4) proper sales and use of dyed fuels. CUSTOMER shall be responsible for its own compliance and oversight program. SFPP shall not be responsible for any damages incurred or suffered by CUSTOMER in bringing any non-complying diesel fuel into compliance, including, but not limited to general damages, special damages, indirect or consequential damages, and fines or penalties. CUSTOMER shall indemnify and hold SFPP harmless from and against any liability claims, demands, damages costs, expenses, taxes, fines or penalties arising in any way out of the services provided to CUSTOMER by SFPP under this Agreement or for bringing any non-complying diesel fuel into compliance, whether or not caused by or contributed to by the acts or omissions of SFPP. It is the express intent of the parties hereto that SFPP be indemnified from and against its sole negligence, strict liability, or any other legal theory of liability as to the subject matter of this Agreement and SFPP’s performance thereunder.

Ethanol Blending – SFPP shall operate ethanol off-loading facilities, storage tanks and truck loading-rack blending facilities (“Ethanol Facilities”) at its Terminals. These Ethanol Facilities are intended to provide a means to blend ethanol with gasoline. CUSTOMER may maintain ethanol inventory within the facility limits as reasonably directed by SFPP personnel. CUSTOMER shall be required to keep a tank heel inventory in the ethanol tanks in proportion with the number of active inventory holders in the tanks. SFPP will blend ethanol into CUSTOMER’s gasoline if CUSTOMER secures and offloads the appropriate ethanol supply at each facility. SFPP shall blend ethanol into gasoline in sufficient quantities to comply with applicable federal, state, and local statutes, regulations and ordinances, including, but not limited to, ethanol regulations established by the EPA or CARB. SFPP shall maintain records required of the terminal operator to comply with applicable federal, state, and local statutes, regulations and ordinances, including, but not limited to, the EPA and CARB regulations with regard to ethanol.

A. SFPP RESPONSIBILITIES:

- i. SFPP shall coordinate with CUSTOMER the scheduling of ethanol trucks from CUSTOMER to the terminal. SFPP shall provide necessary

equipment to convey ethanol from trucks to appropriate ethanol storage tanks.

- ii. SFPP shall track, report, and record CUSTOMER's tank inventory.
- iii. SFPP shall, at all times, use reasonable care and diligence to protect CUSTOMER's ethanol from damage or loss.

B. CUSTOMER RESPONSIBILITIES

- i. CUSTOMER shall be responsible for purchasing ethanol required to support projected blending requirements.
- ii. CUSTOMER shall establish and maintain sufficient ethanol inventories to support projected blending requirements.
- iii. CUSTOMER shall provide transportation of ethanol, on demand, to SFPP's terminal. CUSTOMER shall be responsible for the scheduling and off-loading of rail cars directly with railroad personnel. Tank car demurrage is the Customer's responsibility.
- iv. CUSTOMER shall provide the name(s) and telephone number(s) of person(s) authorized to dispatch ethanol upon request by SFPP.
- v. Upon receiving a request for ethanol by SFPP personnel, CUSTOMER shall FAX a confirmation notice to the terminal indicating: the number of trucks dispatched, accompanying seal number (if applicable), dispatch dates, arrival dates and times, and compartment volumes.

Jet Testing Services (Bradshaw/Tucson) - SFPP shall provide the following Jet Testing Services for community Jet Fuel Customers at the Terminals.

- 1. Daily Inspections. Each day, SFPP shall
 - (a) Secure one one-gallon sample from the loading rack line and retain for 30 days;
 - (b) Drain (sump) water from the filter vessels and the turbine tanks and log results; and
 - (c) Check and log all filter vessel differential pressures.

2. Pipeline Receipts. Upon completion of a delivery of turbine fuel at the Terminals, which delivery may consist of multiple batches, SFPP shall secure two one-gallon all level samples from the community turbine tanks and perform the following analysis:

Appearance, Distillation, Flash-point, Freeze-point, Gravity, Micro-separometer, Existent Gum, and Copper Strip test.

SFPP will retain the sample for 30 days.

- 3. Record Retention.

SFPP shall maintain complete documentation in reasonable detail of all records associated with the services outlined herein in accordance with general accepted accounting principles. Customer shall have the right to audit said records up to two years after

completion of the services or termination of this Amendment or the Agreement. Upon request, SFPP will provide laboratory test results to Customer.

4. Filtering Equipment.

In an effort to ensure the quality of the turbine fuel, SFPP has provided filter vessels on the loading rack lines. SFPP shall be responsible for all costs associated with filter replacements including labor, filters and filter disposal.

At all other SFPP terminal locations that handle Jet Fuel, Quality Control services shall be provided by a third party and CUSTOMER shall be billed directly by the third party for these services.

Biodiesel Blending – SFPP shall operate B100 truck offloading and inbound manifold blending facilities “Biodiesel Facilities” at SFPP’s Fresno Terminal. These Biodiesel Facilities are intended to provide a means to blend B100 with Ultra Low Sulfur Diesel (ULSD). SFPP shall notify CUSTOMER of the approximate space available in designated tankage. CUSTOMER may maintain B100 inventory within the facility limits as reasonably directed by SFPP personnel. CUSTOMER shall be required to keep a tank heel inventory in the B100 tanks in proportion with the number of active inventory holders in the tanks.

1. SFPP Responsibilities

- a. SFPP shall coordinate with CUSTOMER the scheduling of biodiesel railcars from CUSTOMER to the terminals. SFPP shall provide necessary equipment to convey biodiesel from trucks to appropriate biodiesel storage tanks.
- b. SFPP shall track, report, and record CUSTOMER’s tank inventory.
- c. SFPP shall, at all times, use reasonable care and diligence to protect CUSTOMER’s biodiesel from damage or loss. SFPP is not responsible for the natural degradation of the biodiesel that is not blended within 6 months of receipt at the terminals.

2. CUSTOMER Responsibilities

- a. CUSTOMER shall establish and maintain sufficient biodiesel inventories to support its blending requirements.
- b. CUSTOMER shall provide transportation of biodiesel, as needed, to SFPP’s terminals.
- c. CUSTOMER shall provide the name(s) and telephone number(s) of person(s) authorized to dispatch biodiesel upon request by SFPP.
- d. To effectuate the schedule of biodiesel deliveries, CUSTOMER shall FAX a confirmation notice to the terminal indicating: the number of railcars dispatched, accompanying seal number (if applicable), dispatch dates, arrival dates and times, and compartment volumes.
- e. Each truck delivered to a terminal must meet the Product Specifications for biodiesel published by SFPP and be accompanied by a Certificate of Analysis

which includes at a minimum the following information and a statement that the material was provided by a BQ9000 source:

- f. EPA Registration Number required on transfer document;
- g. Statement that the product meets ASTM D6751 specifications; and
- h. Certification that the values stated on the Certificate of Analysis have been obtained through the BQ9000 process.

3. Product Specifications

- a. CUSTOMER's biodiesel delivered to SFPP-owned tanks must meet the quality standards set forth in Kinder Morgan's Pacific Operations published Product Specifications Manual for B100 Biodiesel (Product Code: BD). It shall be CUSTOMER's sole responsibility to ensure compliance of its product with said Product Specifications, except to the extent that non-compliance is caused by, or contributed to by the acts or omissions of SFPP.

If CUSTOMER's product is delivered into community tanks and does not meet the standards set forth in Kinder Morgan's Pacific Operations published Product Specifications Manual, CUSTOMER shall be liable for all damages incurred as a result thereof including, but not limited to, product of other customers, except to the extent caused by, or contributed to by, the acts or omissions of SFPP or others. CUSTOMER shall promptly, upon receipt of an invoice therefore, reimburse SFPP for all costs incurred by SFPP due to the product which does not comply with Kinder Morgan's Pacific Operations Product Specifications Manual being delivered into tanks owned by SFPP. Copies of Kinder Morgan's Pacific Operations Product Specifications Manual may be obtained from Kinder Morgan's Products Movement Department or can be accessed at Kinder Morgan's Website (www.kindermorgan.com).

EXHIBIT "B"

to Terminaling Agreement dated _____, 20__

COMPENSATION FOR SERVICES RENDERED AND FACILITIES FURNISHED

I. SFPP TERMINAL CHARGE

The Terminal Charge shall be \$0.3675 per barrel for each barrel of product corrected to 60 degrees F, delivered into terminal tanks for the account of CUSTOMER at each SFPP terminal listed in EXHIBIT "A". The above charge includes vapor handling but does not include fees and charges for additive injection services.

II. FEES FOR ADDITIVE INJECTION SERVICES AND ETHANOL BLENDING

- a. For each barrel of CUSTOMER gasoline that receives Generic Gasoline Additive loaded into tank trucks, SFPP shall charge CUSTOMER a fee of \$0.095 per barrel.
- b. For each barrel of CUSTOMER gasoline that receives Proprietary Gasoline Additive loaded into tank trucks, SFPP shall charge CUSTOMER a fee of \$0.04/bbl.
- c. For each barrel of CUSTOMER diesel that is delivered into tankage, SFPP shall charge CUSTOMER a Lubricity Additive fee of \$0.145 per barrel. Locations: Bradshaw, Brisbane, Chico, Colton, Fresno, Imperial, Mission Valley and San Jose, CA; Phoenix and Tucson, AZ; and Reno, NV.
- d. For each barrel of CUSTOMER ULSD that is blended with biodiesel and loaded into tank trucks, SFPP shall charge CUSTOMER a Lubricity Additive fee of \$0.10 per barrel. Locations: _____.
- e. For each barrel of CUSTOMER diesel that is delivered into tankage at SFPP' Eugene, OR terminal, SFPP shall charge CUSTOMER a Conductivity Additive fee of \$0.10 per barrel.
- f. For each barrel of CUSTOMER ULSD that receives Red Dye loaded into tank trucks, SFPP shall charge CUSTOMER a Red Dye fee of \$0.21 per barrel.
- g. Upon 60 days prior written notice, SFPP shall have the right to increase the additive injection fees in this section in the event any of the following conditions occur:
 - i. Federal, State, county or local rules or regulations require additional investment to continue operation of equipment or facilities required to provide the additive injection services described herein;
 - ii. SFPP determines in its sole discretion that additional investment is needed to ensure full compliance with any applicable laws or regulations;
 - iii. The cost of purchasing additives (Gasoline Additive, Lubricity Additive, Red Dye, and/or Jet Additive) increases; or
 - iv. The required concentration of any additive is increased by act of law.
- h. **Ethanol Blending**

CUSTOMER shall pay SFPP for all services herein provided and facilities furnished by SFPP related to the off-loading, and blending of ethanol with gasoline at above stated SFPP terminal(s), within 20 days from the date of billing, as follows:

1. Truck Off-Loading Only: The Ethanol Facilities charge at all SFPP California Terminals, and the SFPP Eugene Terminal shall be Two Dollars and Ten Cents (\$2.10) per barrel of ethanol delivered into storage.
2. Rail Off-Loading Only: The Ethanol Facilities charge at the SFPP Reno Terminal shall be Three Dollars and Seventy-eight Cents (\$3.78) per barrel of ethanol delivered into storage.
3. Rail Off-Loading Only: The Ethanol Facilities charge at the SFPP Phoenix Terminal shall be Two Dollars and Ten Cents (\$2.10) per barrel of ethanol delivered into storage;
4. Truck or Rail Off-Loading Only: The Ethanol Facilities charge at the SFPP Tucson Terminal shall be Two Dollars and Ten Cents (\$2.10) per barrel of ethanol delivered into storage.

i. Biodiesel Blending

CUSTOMER shall pay SFPP for all services herein provided and facility furnished by SFPP related to the offloading and blending of biodiesel with ULSD at SFPP's Fresno Terminal, within 20 days from the date of billing, as follows:

Biodiesel Facility Charge: Eighteen (\$0.18) per gallon of B100 delivered into storage.

III. INTRA-TERMINAL TRANSFERS

A. OVER FLOW TRANSFERS TO CUSTOMER OWNED TANKS

Transfers of products, from SFPP's community tanks to CUSTOMER owned tanks shall be provided where transfer facilities are available and CUSTOMER has entered into an SFPP Terminal Operating Agreement for use of the SFPP facilities. SFPP's charges for such services shall be the same as the then current Terminal Charge, in addition to a transfer fee of \$0.095 per barrel, with a minimum of \$95.00, shall be charged to CUSTOMER.

B. TRANSFER FROM SFPP TANKS

Transfer of CUSTOMER's products, from one tank to another in a terminal, where adequate transfer facilities are available, shall be requested by CUSTOMER. Both transferor and recipient must each submit a request for transfer either by fax or email to the SFPP Scheduler. If such a transfer is approved by SFPP's Scheduler, a transfer fee of \$0.095 per barrel, with a minimum of \$95.00, shall be charged to the transferor.

IV. INTER-TERMINAL MANIFOLD TRANSFER

At locations where facilities are available and movement of product does not interfere with main line operations, transfers through SFPP's manifold shall be provided from one CUSTOMER's tank to another. These movements shall be scheduled through the local SFPP location. The volume of product transferred shall be determined by the two CUSTOMERS involved in the movement. This

volume shall be provided to SFPP for billing purposes. The charge for this service shall be eight cents (\$0.08) per barrel.

V. IN-TANK TRANSFERS

In-tank transfers cover the transfer of products between inventory-holders (including alias accounts) in the community tanks at SFPP's terminals, e.g., between CUSTOMER and another shipper or between CUSTOMER and its alias account. Both parties to the transfer must be currently active in the community tank and must each submit a request for transfer either by fax or email to the SFPP Scheduler. The SFPP Scheduler will inform the terminal involved within 24 hours of requests received between 0700-1500 hours, Monday through Thursday, and 0700-1400 hours, Fridays. Requests received after noon on Fridays may not be processed until Monday. The volume requested to be transferred shall be approved by a SFPP Scheduler. All transferred products, along with any existing inventory, must be removed on a ratable basis.

The transferor shall pay SFPP a fee of \$0.095 per barrel transferred, with a \$95.00 minimum. SFPP shall not be liable for any damages resulting from any in-tank transfer transactions.

VI. HOLDOVER CHARGE

Should any of CUSTOMER's products remain in SFPP's storage tanks at any SFPP terminal through no fault of SFPP after the termination of this Agreement, CUSTOMER shall remain obligated to all of the terms and conditions set forth in this Agreement until all of CUSTOMER's products have been removed and, in addition to any other charges and fees under this Agreement, CUSTOMER shall be obligated to pay to SFPP an additional "Holdover Charge" of \$0.25 per barrel per day until all of CUSTOMER's products have been removed or until any negative inventories have been returned. Should SFPP incur any charges or liability to other parties as a result of any refusal by CUSTOMER to vacate the SFPP storage tanks, CUSTOMER shall be responsible for all such charges or liability. As used in this Section VI any portion of a day shall be construed as a full day.

VII. ADDITIONAL SERVICES

For any service or function not specifically provided for in this Agreement, requested by CUSTOMER and agreed to by SFPP, there shall be a charge equal to (i) the sum of the cost of materials used, if any, and charges made by contracted services, if any, plus 19.4 percent of said sum.

VIII. SFPP JET TESTING CHARGE

CUSTOMER agrees to reimburse SFPP for the cost of jet fuel testing expenses based on CUSTOMER's pro-rata share of such expenses at locations where testing is performed by a third party. At all other locations, for each barrel of jet fuel that is delivered into SFPP tanks for the account of CUSTOMER, SFPP shall charge \$0.04 per barrel.

IX. DEMURRAGE FEE

Product not removed by CUSTOMER after 48 hours following such notification to remove by SFPP, whether or not such permission had previously been given, is subject to a daily demurrage charge of \$0.25 per barrel, per day. Said demurrage charge shall continue until CUSTOMER'S excess product has been removed from SFPP's tank(s). In addition, CUSTOMER shall indemnify SFPP and hold it harmless from all liabilities, losses, damages and expenses it may incur under other agreements caused by CUSTOMER's failure to remove product

X. PROCEDURES FOR CHANGING CHARGES/FEES

A. ANNUAL INDEX ADJUSTMENTS

CPI-U

The Terminal Charge in this Agreement is subject to annual adjustment based on changes in the All Urban Consumer Price Index – U.S. City Average (“CPI-U”) as published by the U.S. Bureau of Labor Statistics as described in this section. The reference period (“Reference Period”) for the index calculation shall be the 12 calendar month period ending on the last day of the calendar month for the most recently published CPI-U index. For example, assume the Effective Date of the agreement was hypothetically March 10, 2010. Further, assume that the most recently published CPI-U index was issued on February 17, 2011 for the month of January 2011. The Reference Period for calculating the appropriate index adjustment would be February 1, 2010 through January 31, 2011. The result of the index adjustment becomes effective on either: (i) each anniversary of the Effective Date, if the Effective Date occurs on the first day of a calendar month, or (ii) on the first day of the calendar month immediately following the anniversary date, if the Effective Date does not occur on the first day of a calendar month. The following hypothetical example illustrates how this index adjustment is applied:

Effective Date of Agreement:	March 10, 2010
Anniversary Date:	March 10, 2011
Rate to be adjusted:	Terminal Charge of \$0.250 per barrel
Most recently published CPI-U index:	January 2011 (February 2011 not published yet)
CPI-U on January 31, 2011:	221.625
CPI-U on January 31, 2010:	219.355
Calculated index adjustment:	$221.625 \div 219.355 = 1.010$
Adjusted Terminal Charge:	$\$0.250 \times 1.010 = \0.253 per barrel
Effective date of new Terminal Charge:	April 1, 2011

All calculations in this section shall be rounded to three decimal places. Further, if the calculated index adjustment for a given year results in a value less than 1.000, then the charges and/or fees to which the index adjustment applies shall remain unchanged. Should the CPI-U be discontinued, SFPP shall select a replacement index. The selection of the replacement index shall be subject to CUSTOMER approval, which shall not be unreasonably withheld.

B. Increased Expense Due to Governmental Regulations

In the event that any statutes, ordinances, rules, regulations, orders, or directives (including presidential proclamations) of Federal, state or local authorities, or interpretations by the applicable agency, including but not limited to those relating to health, safety, energy, or environmental pollution that become effective after the date of this Agreement applicable to either party to this Agreement, require (1) installation of additional equipment or facilities at SFPP's terminals, (2) modifications to SFPP's present terminal equipment or facilities, or (3) additional operating expenses at SFPP's terminals, SFPP shall have the right to charge reasonable additional fees to compensate SFPP for CUSTOMER's pro-rated use of the terminal facilities so affected. In the event that such installations or modifications are required, SFPP shall give CUSTOMER written notice of such additional fees and CUSTOMER shall have the right to terminate this Agreement upon 30 days prior written notice to SFPP if CUSTOMER does not agree to the additional fees.

C. Other

If SFPP desires to adjust charges other than the automatic annual adjustment described directly

above, 60 days prior written notice to CUSTOMER shall be required. The parties shall then attempt to reach an agreement as to such adjustment within such 60 day time period. In the event the parties cannot reach an agreement as to such adjustment, either party shall have the right to terminate this Agreement upon 30 days prior written notice to the other party.

EXHIBIT "C"

to Terminaling Agreement dated _____, 20__

TERMINAL POLICIES AND PROCEDURES

I. INTRODUCTION

This document describes the terminal policies and procedures, which are subject to change from time to time, followed by SFPP which are applicable to CUSTOMER's use of SFPP's Terminals.

II. SFPP TERMINAL FACILITIES

SFPP shall accept at its terminal(s), for handling and loading out into tank trucks for transportation elsewhere as directed by CUSTOMER, all of CUSTOMER's petroleum products received at the terminal(s) (within the safe upper and lower capacities of the tanks as established by SFPP). The terminal facilities and services offered by SFPP are dependent on availability of facilities and CUSTOMER volumes to support the facility CUSTOMER desires to utilize. All SFPP terminal facilities are operated and maintained (i) in compliance with the laws and regulations of federal, state, county, municipal, or other authorities having jurisdiction in the premises, and (ii) as community facilities that allow more than one customer to commingle their respective products in the terminal tanks and to share loading racks with other customers.

III. MINIMUM PIPELINE TENDER POLICY

CUSTOMER acknowledges and agrees to nominate and ship a minimum of two pipeline tenders per month to be an inventory holder in the terminal. If customer becomes inactive in the tank, whereas the product sits idle for a continuous period of a 120 days, in addition to the application of demurrage fees, SFPP shall have the right to terminate this agreement pursuant to paragraph 17 of this Agreement regarding early termination.

IV. SFPP DEMURRAGE POLICY

SFPP owned tanks are community working tanks and are not intended for storage over several pipeline cycles. If, at any time, the levels of existing inventories interfere with SFPP's ability to receive product into the terminal, then SFPP shall have the right to clear tankage for incoming deliveries by advising the Customer to withdraw product within forty-eight (48) hours notice given by telephone, fax, or in writing. Any product stored in the SFPP tanks after the aforementioned 48 hour notice shall be subject to a Demurrage Fee as set forth in Exhibit "B". In addition, SFPP shall have the right to sell such excess product to a third party. For purposes of demurrage, transmix shall be considered a product.

V. SEASONAL GASOLINE TRANSITIONS

SFPP will manage the transitions for regulatory required seasonal vapor pressure changes. SFPP Schedulers will control community tank inventories during the annual transition from high wintertime vapor pressure to low summertime vapor pressure gasolines. SFPP will notify CUSTOMER, in advance, of when CUSTOMER must discontinue delivering the higher vapor pressure gasoline into the Terminal. Further, when CUSTOMER'S excessive inventories warrant, SFPP shall notify CUSTOMER when said inventories must be physically removed (by loading into tank trucks across the truck rack) to assure timely transition to meet the requirements set forth in Section 5.1 of SFPP's Pipeline Products Specification Manual (Terminal Vapor Pressure Requirements). In the event CUSTOMER fails to

follow instructions as provided by SFPP regarding said transition, CUSTOMER shall be liable to SFPP for any costs or liability incurred as a result. If, in its sole opinion, SFPP determines it is necessary to remove CUSTOMER's higher vapor pressure gasoline in order to meet the terminal vapor pressure requirements referenced above, and upon written request from SFPP, CUSTOMER has failed to remove such gasoline, SFPP may take whatever means it deems necessary to remove such gasoline, including downgrading to a lesser grade (i.e., premium gasoline downgraded to regular gasoline), or transfer to transmix. If the gasoline is downgraded, SFPP shall report to CUSTOMER the volume of gasoline downgraded and will adjust CUSTOMER's product inventory to reflect such downgrade. SFPP shall not be liable to CUSTOMER for any losses of product value that may occur as a result of the downgrade.

VI. REPORTS FURNISHED BY SFPP

SFPP shall furnish CUSTOMER the following reports covering terminal operations involving liquid petroleum products belonging to CUSTOMER.

A. Pipeline Delivery Tickets

Pipeline Delivery Tickets are available for CUSTOMER distribution via electronic distribution including but not limited to E-mail, Fax or EDI. The CUSTOMER shall provide an E-mail address, FAX number or EDI address to receive the tickets. SFPP reserves the right to require CUSTOMER to be capable of receiving Pipeline Delivery Tickets via electronic distribution. However, SFPP assumes no liability for errors, for delays in transmission or for interruption of services.

B. TMS Terminal Computer

1. At terminals equipped with TMS computer access, customers are able to secure terminal operational data through a modem connection to the computer. This provides CUSTOMER with a report of individual rack liftings and end of day inventories in CUSTOMER's account Monday through Friday (except on holidays) of each week. Certain CUSTOMERS have installed separate programs to allow access to their proprietary computers to provide billing on the Bills of Lading.

2. Bill of Lading

Copies of CUSTOMER's computer generated Bills of Lading shall be provided to CUSTOMER arranged courier or mailed daily (Monday through Friday, except on holidays), by regular first class mail, to CUSTOMER's one address, as directed by CUSTOMER.

3. Non-Computerized Terminals

Six copies of the Highway Transportation Receipt (truck loading ticket) are available for CUSTOMER's distribution. SFPP shall provide mailing to one address, as directed by CUSTOMER. A Shipping Report shall be provided by SFPP on Monday, Wednesday and Friday of each week, except when holidays vary this schedule, detailing loading during the specified periods.

4. Daily Inventory Report

CUSTOMER's product inventory at each terminal location shall be made available daily by dial up modem into SFPP's terminal inventory accounting system

5. Monthly Inventory Report

A monthly terminal inventory report shall be provided each CUSTOMER for each location in which it participates, indicating receipts, deliveries and net inventory as of 5:00 a.m. on the first day of each month.

B. Additional Reports

If CUSTOMER desires additional reports, CUSTOMER may request such reports in writing. Such requests, when received, shall be considered by SFPP. Upon approval by SFPP, and mutual agreement as to the charge therefore, such additional reports shall be furnished to CUSTOMER. However, SFPP assumes no liability for errors in such additional reports.

VII. CUSTOMER OWNED FACILITIES

A. Design

SFPP shall have the right, prior to construction, to approve, in its sole discretion, the design, equipment, and materials to be used in any CUSTOMER owned facilities, including but not limited to, additive injection systems or proprietary computer systems to be located on SFPP property.

B. Relocation or Modification

Upon written notice from SFPP, CUSTOMER shall, within 60 days, remove such facilities, or shall make such changes in the location of such facilities as SFPP may require. In the event of a SFPP requested relocation or terminal reassignment of tankage and related loading facilities that causes CUSTOMER to relocate existing detergent additive facilities, such relocation shall be at SFPP's sole cost and expense. CUSTOMER may, by providing written notice, request removal of such facilities or changes in the location of such facilities as SFPP may, in its sole discretion, approve. In the event that relocation is initiated by CUSTOMER, such relocation shall be at CUSTOMER's sole cost and expense.

C. Compliance

CUSTOMER shall comply with all laws and regulations of all federal, state, county, municipal, or other authorities having jurisdiction over CUSTOMER's operation of any CUSTOMER owned facilities on SFPP property, and all rules and regulations of SFPP.

D. Operation and Maintenance

CUSTOMER shall be responsible for the operation, maintenance and repair of CUSTOMER owned facilities, at CUSTOMER's sole cost and expense, including but not limited to inventory control and additive injection settings associated with CUSTOMER owned additive injection systems.

E. Indemnification

CUSTOMER shall indemnify and save SFPP harmless from and against any and all liability, claims, demands, damages or costs whatsoever for injury to or death of persons, (including but not limited to, employees, contractors, agents, authorized representatives or business invitees of the parties hereto) and loss, destruction or damage to property (including, but not limited to, property of the parties hereto) arising out of, or in any way connected with presence, operation, maintenance, or repair of CUSTOMER owned facilities on SFPP's terminal property. This indemnification shall include, but not be limited to, environmental damage to real or personal property of SFPP or third parties.

F. Additive Drums

CUSTOMER owned additive drums shall not be moved by SFPP personnel.

VIII. LOADING RACKS

A. Loading Rack Cards

The CUSTOMER shall use the services of common carriers and/or their proprietary truck fleet that have been granted loading access at SFPP's terminals to load its products. SFPP shall provide CUSTOMER access to SFPP's TMS system. CUSTOMER shall prepare its customer files in TMS. In the customer file, the CUSTOMER shall specify the common carrier(s) and/or their proprietary truck fleet that will load its products.

A driver loading system shall be in effect, whereby truck drivers designated by CUSTOMER shall self-load all tank trucks, or tank trucks and trailers, and perform all procedures in connection with such loading from the terminal(s). Each CUSTOMER's truck driver shall contact SFPP's representative at the terminal(s) to obtain operating and safety procedures prior to such driver being authorized to load at the terminal(s). Each such driver shall strictly comply with all such procedures. CUSTOMER's approved truck drivers shall be issued loading rack cards or other form of loading authorization. Each such card and / or authorization is strictly intended for use only by the driver assigned and CUSTOMER shall not permit any other person to have access to said card or authorization and shall be solely responsible for those driver loading cards and the use by CUSTOMER's approved carriers or proprietary truck fleet thereof. CUSTOMER's truck drivers shall be required to input valid data into the terminal automation system to provide mandated control of Truck/Trailer Vapor Tightness Certification and to provide correct documentation on the Bill of Lading. Any misuse of loading rack cards or loading authorization by CUSTOMER's truck drivers shall be grounds for immediate lockout of such driver(s) from the terminal automation system. As used herein, the term "misuse" shall include, but not be limited to:

- (1) The swapping or sharing of cards between drivers; and
- (2) The input of false truck identification data into the terminal automation system card reader, including, but not limited to, truck number and/or trailer number.

CUSTOMER shall be solely responsible for the loading rack cards, and the use by CUSTOMER's approved carriers of such loading rack cards. CUSTOMER shall indemnify and save SFPP harmless from any liability, claims, demands, damages or costs whatsoever arising in any way out of the unauthorized use, misappropriation, loss, theft, unlawful duplication or any other misuse of such loading rack cards.

CUSTOMER acknowledges that, for purposes of this Agreement, CUSTOMER's designated truck drivers and any assistants or passengers thereof constitute either employees or contractors, agents, authorized representatives or business invitees of CUSTOMER within the meaning of Section 14.2 of this Agreement and that CUSTOMER's indemnification obligations thereunder extend thereto.

B. Meters, Provers, Gauging, and Loading Rack Equipment

(1) Maintenance of SFPP Owned Meters, Provers and Other Gauging Equipment

All meters, provers and other gauging equipment owned and operated by SFPP shall be operated and maintained in good working condition by SFPP, at SFPP's sole cost and expense, in accordance with SFPP's manual of petroleum measurement, as may be amended by SFPP from time to time.

(2) Loading Rack Meter Calibration

Loading rack meters shall be calibrated, at SFPP's expense, at six month intervals, or more frequently if required by any regulatory agency having jurisdiction. If CUSTOMER requests calibrations more frequently than the six month interval, CUSTOMER shall pay for such calibrations.

(3) Loading Rack Downtime

When possible, SFPP shall endeavor to provide CUSTOMER with reasonable notice of loading rack downtime due to causes, including but not limited to normal or emergency maintenance and repairs, construction, or facilities modification, however, SFPP shall not be liable for any loss or damage, including special, consequential, or punitive damages, resulting from or arising out of or in connection with loading rack downtime.

C. SFPP Owned Loading Rack Equipment

SFPP shall be responsible for maintenance, repair and replacement of all SFPP-owned loading rack equipment, including but not limited to, loading hoses, vapor hoses, ground cords and the respective connectors; provided, however, that if such equipment is damaged as a result of the negligence or misuse by any truck driver loading product on behalf of CUSTOMER, to the extent not reimbursed by such truck driver, CUSTOMER shall reimburse SFPP for the cost of equipment repair or replacement and associated labor costs thereof.

D. Truck Driver Loading

CUSTOMER's use of SFPP facilities is contingent upon all truck drivers loading product on behalf of CUSTOMER being trained and qualified by SFPP personnel at each terminal. It shall be the responsibility of each truck driver to make arrangements for training with the Terminal personnel at each terminal prior to any product loading operations. SFPP's Terminal personnel shall examine the truck driver's knowledge of safe loading procedures, and shall determine truck equipment compatibility with SFPP's facilities. Truck drivers not strictly following safe loading procedures shall be summarily prohibited from loading of product at any

SFPP terminal locations.

IX. RIGHT OF ENTRY ON TERMINAL PROPERTY

A. Entry for Equipment or Facility Modification

For safety and security reasons, terminal equipment or facilities, whether owned by SFPP or CUSTOMER, shall not be modified without prior approval of SFPP's Terminal Supervisor at the terminal. If CUSTOMER desires modifications of terminal equipment or facilities, CUSTOMER shall submit a request for right of entry to make such modifications, in writing, to SFPP Headquarters. On approval of such a request and, upon CUSTOMER's agreement to comply with such terms and conditions of entry as SFPP may require, a right of entry permit shall be issued to CUSTOMER.

B. Entry for Routine Repair or Maintenance

For routine repair or maintenance of CUSTOMER's facilities, such as additive systems, the person to perform the work shall contact the terminal supervisor at the SFPP terminal office, before entering the terminal area, to explain the work to be performed. Evidence of authorization from CUSTOMER for such work shall be required before right of entry may be approved.

C. Safety Rules and Regulations

SFPP shall not be responsible for supervision of CUSTOMER or its employees, agents, authorized representatives or invitees regarding compliance with any safety rules, health rules, or any other laws, regulations or orders generally or specifically relating to operations and maintenance of CUSTOMER-owned facilities. However, SFPP shall have the right to immediately remove from the terminal premises, (1) any equipment utilized or designed by CUSTOMER or its employees, agents, authorized representatives or invitees, or (2) any CUSTOMER employee, agent, authorized representative or invitee, which, in the sole opinion of SFPP, poses any threat of injury to any person or damage to any property whatsoever.

X. TRANSMIX HANDLING

SFPP Community Transmix Facilities

Limited facilities at each of SFPP's terminals may be available for community (fungible) storage of transmix products received for the account of CUSTOMER. To avoid interfering with SFPP pipeline operations, CUSTOMER shall remove its transmix within seven (7) days of receipt. Such notification shall include the required compliance date for removal of all such transmix. Transmix not removed by the date specified by SFPP shall be subject to SFPP's Demurrage Policy as described in Section III of this exhibit.

