

MASTER FUEL TERMS AND CONDITIONS

1. Buyer and Seller may be collectively referred to as the Parties. All purchases of the commodities identified on the face of this Contract are subject only to the terms set forth herein and are binding on Seller regardless if this Contract is signed by Seller. Seller shall immediately and promptly advise Buyer in writing of any discrepancies in, objections to or disagreements with the specifications or terms and conditions of this Contract, and failure to do so shall be construed as acceptance thereof. No modification of this Contract shall be binding on Buyer unless in writing signed by Buyer. The Parties consent to the recording of all telephone and electronic conversations between its representatives and representatives of the other Party.
2. This Contract is to be performed according to the Colonial Pipeline Shipper Manual, including but not limited to the Transmix, Product Loss Allocation Charge, and Planned Adjustments For In-Transit Volume Gain/Loss sections.
3. Buyer shall be deemed to have accepted the commodity sold hereunder unless Buyer rejects the commodity within forty-eight (48) hours of receipt. Rejection must be premised solely upon claimed defect or nonconformity to specifications. Buyer must provide seller with notice of rejection which specifies claimed defect or nonconformity along with ASTM test results. Seller shall have the right to independently test any rejected product before off-load. Buyer's right to reject product is immediately terminated if Buyer stores, mixes or commingles product with other products.
4. Neither party may assign or delegate performance, any right, any obligation or interest herein without the written consent of the other.
5. Seller warrants that: the commodities delivered under the Contract will be free and clear, from and after time of delivery, of any security interest, or encumbrance (Seller agrees that should any encumbrance be claimed against any commodity sold hereunder, Seller will immediately cause the same to be discharged and terminated; and, will further, hold Buyer harmless there from); Seller has good and merchantable title thereto; the commodities delivered under the Contract meet Seller's specifications in accordance with the Seller's Contract description; commodities delivered under the Contract are of the grade indicated. THE WARRANTIES IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE SPECIFICALLY STATED IN THIS PARAGRAPH. THE IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED. IN NO EVENT, IN CONTRACT, TORT OR OTHERWISE, WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR SPECIFIC PERFORMANCE.
6. Parties shall be in default hereunder if any of the following occur: failure or refusal of the Party to comply with any provisions hereof; failure or refusal of any third party to issue, advise, confirm, negotiate, extend or reissue any letter of credit or other arrangement provided for hereunder; if a Party or any third party that issues any letter of credit or other arrangement hereunder shall become impaired or unable to fulfill its financial responsibilities, in the reasonable judgment of the other Party, or become unable to pay its debts as they become due, shall file a voluntary petition or be declared bankrupt or insolvent or make a general assignment for the benefit of creditors; or if a trustee, receiver or liquidator be appointed for any material portion of the assets of the defaulting Party. Upon the occurrence of any event of default, the non-defaulting Party may exercise any or all rights and remedies hereunder or at law or in equity, including but not limited to withholding delivery of the commodities or liquidating the Contract.
7. The Parties have all remedies applicable under the Uniform Commercial Code (UCC). In addition, in the event either Party breaches this Contract in any manner, the breaching Party shall be liable for all losses and damages including consequential damages, incidental damages, and any lost profits incurred as a result and shall pay any related reasonable attorney fees. In the event of breach of this Contract, then all amounts held for the breaching party or owed to or by the breaching party may be applied and otherwise setoff by the non-breaching party against the payment of the amounts owed, in addition to any and all other right and remedies available hereunder.
8. For purchase contracts: Title and risk of loss shall pass from seller to buyer at a point in the Colonial pipeline just after passing the flange from seller's scheduled origin terminal onto Colonial pipeline. For sales contracts: Title and risk of loss shall pass from Seller to Buyer at a point in the Colonial pipeline just prior to passing the flange into Buyer's scheduled destination terminal from Colonial pipeline. Type of contract indicated on Conformation.
9. The Parties shall not be liable for impossibility, delay in performance, or failure to perform when such delay or failure is due to unforeseen cause beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or the public enemy, governmental action, regulatory action, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, freight embargoes, rail car shortages, rail service interruptions, rail refusal to accept units, utility service interruptions, plant breakdowns and unusually severe environmental conditions.
10. Upon ten (10) days prior written notice provided by either Party, any claim arising out of or related to this Contract or the default thereof, which has not been mutually resolved shall be settled by arbitration, which shall be conducted at Omaha, Nebraska in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as modified or supplemented herein. Notwithstanding the rules, the Parties agree that any arbitration shall be presided over by one arbitrator who has been admitted to the practice of law and be in good standing in any of the fifty United States. The decision of the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction. Any claim for relief made pursuant to this Contract shall be made within one (1) year from the date upon which the party claiming relief knew or should have known of the cause of action constituting such claim. This section shall not be deemed a limitation on Seller's rights or remedies to file suit for the collection of amounts due to Seller hereunder.
11. The invalidity or unenforceability of any particular provision of this Contract shall not affect the remaining provisions thereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision had been omitted. Buyer warrants it has read this Contract in its entirety and understands its terms and legal effect. This Contract, including these terms and conditions, supersedes all prior negotiations and understandings of the parties and contains the complete and final agreement between Seller and Buyer concerning the subject matter hereof. The validity, enforceability, and construction of all portions of this Contract shall be governed by the substantive law of the State of Nebraska.
12. Notice to either party shall be to the address set forth on the Contract, via USPS certified mail to the attention of the CEO, copy to General Counsel.
13. Bankruptcy.
 - a. It is agreed that this Agreement is a "Forward Contract" and the Parties are "forward contract merchants" as defined in the Bankruptcy Code [(11 U.S.C. Sec 101(25)].
 - b. **Insolvency Event/Event of Default/Bankruptcy Event Defined.** An "Insolvency Event" shall have occurred when a liquidator, administrator, receiver or trustee is appointed with respect to a Party, or with respect to a substantial portion of a Party's property or assets, or when a Party proposes to make or makes a general assignment for the benefit of its creditors or is dissolved or is generally unable to pay its debts as they become due or admits its insolvency (any such Party shall be deemed the Defaulting Party hereunder). An Insolvency Event as well as any default (following the expiration of any notice or right to cure period) under the Contract shall be deemed an "Event of Default" hereunder. A "Bankruptcy Event" shall have occurred when either Party becomes a debtor or debtor-in-possession, whether voluntarily or involuntarily under the United States Bankruptcy Code (any such Party, herein referred to as the "Debtor").
 - c. **Event of Default.** If there exists an Event of Default, the non-defaulting party (the "Non-Defaulting Party") may, in its sole discretion, terminate this Agreement and all contracts between the Parties by providing to the other Party (the "Defaulting Party") a written notice that enumerates the Event of Default and terminates this Agreement (the "Liquidation Notice"); such termination to become effective five (5) business days following the date on which such Liquidation Notice is sent unless the default or Event of Default is cured within that five business day period. Upon the effective date of termination, the Non-Defaulting Party shall conduct a set off or netting of all amounts owing under the Contracts as well as any other agreement between the Parties as of the date the Agreement is terminated (a "Liquidation"), and thereafter, the Non-Defaulting Party shall notify the Defaulting Party in writing as to the amount owed by one Party to the other Party (the "Liquidation Payment Notice"); such

amount (the "Net Settlement Payment") shall be paid by the Paying Party by wire transfer, to the Receiving Party within one (1) business day following the date on which the Paying Party receives such Liquidation Payment Notice.

d. **Bankruptcy Event Provisions.** The Parties agree as follows:

- i. The Parties acknowledge and agree that the Contracts are "forward contracts" (as defined in Section 101(25) of the United States Bankruptcy Code (the "Bankruptcy Code")); the Parties are "forward contract merchants" (as defined in Section 101(26) of the Bankruptcy Code); the Net Settlement Payment constitutes a "settlement payment" (as defined in Section 101(51A) of the Bankruptcy Code); this Agreement is a master netting agreement (as defined in Section 101(38A) of the Bankruptcy Code); and each of the Parties is a "master netting agreement participant" (as defined in Section 101(38B) of the Bankruptcy Code).
- ii. If a Bankruptcy Event occurs, the Parties agree that to the extent necessary to perform Net Settlement Payment pursuant to Section 362(b)(6) of the Bankruptcy Code, the automatic stay does not apply to the payment of the Net Settlement Payment; and, in any event, and without waiving the right to effectuate a netting without obtaining relief from the automatic stay, each Party consents to the entry of an order by the Bankruptcy Court or court having jurisdiction over the Parties that terminates the automatic stay of Section 362(a) of the Bankruptcy Code if requested by the Party that is not the Debtor (the "non-Debtor Party") in order to permit the Parties to effectuate the netting-out process under in the ordinary course of business and without delay.
- iii. Following a Bankruptcy Event, as necessary to perform the Net Settlement Payment, due to, inter alia, Section 561 of the Bankruptcy Code, the Parties agree that they may offset or net-out subject to applicable Agreements to the fullest extent provided by applicable state law without regard to the restrictions established in Section 553 of the Bankruptcy Code. To the extent that the operation of Section 553 of the Bankruptcy Code applies to this Agreement or the Contracts, notwithstanding, inter alia, Sections 362(b)(6) and 561 of the Bankruptcy Code, the Net Settlement Payment may be bifurcated so that there is a Net Settlement Payment for 1) all Invoices rendered for the time period prior to the date of the filing of the bankruptcy proceeding by or against the Debtor; 2) all such Invoices issued prior to the date of the filing of a bankruptcy proceeding by or against the Debtor; 3) for all Invoices issued after the date of the filing of the bankruptcy proceeding by or against the Debtor; and, 4) for all such post-petition Invoices.
- iv. Following a Bankruptcy Event, the Parties agree that notwithstanding any other provision contained herein or in the Contracts or any notification required prior to termination, the non-Debtor Party may terminate this Agreement immediately, without any written notice to the Debtor, and conduct a Net Settlement Payment as of the date of termination (provided that written notice shall be given to the Debtor by the non-Debtor Party following the termination of this Agreement and the completion of the Monthly Payment Reconciliation). If the Net Settlement Payment results in an amount being owed by the Debtor to the non-Debtor Party, the Net Settlement Payment shall be immediately due and payable to the non-Debtor Party. If the calculation of the Net Settlement Payment results in an amount being owed by the non-Debtor Party to the Debtor, the Net Settlement Payment shall be paid in accordance with Section 15 (c) above.
- e. **Insolvency Events.** If an Insolvency Event occurs and applicable state law includes a statute that is similar in effect to the automatic stay of the Bankruptcy Code, the Parties agree that such statute shall have no impact upon the rights of the non-Defaulting Party to exercise its rights and remedies hereunder as set forth in paragraph 16 hereof.

14. NOMINATION PROCEDURE: Pipe deliveries mutually scheduled, with nominations submitted in Transport4 in accordance with Colonial Pipeline policy, guidelines, and time constraints.