

CALNEV PIPE LINE LLC
Additive Services Agreement - Barstow Terminal

THIS AGREEMENT, made and entered into the ___ day of __, ____ by and between **CALNEV PIPE LINE LLC**, a Delaware limited liability company (hereinafter, "Calnev"), and «**COMPANY**», (hereinafter, "Customer") whose address is «**STREET**», «**CITY_STATE_ZIP**».

Whereas: (1) CPL owns and operates a fuels handling facility and truck loading racks (the "Truck Rack") at its Daggett, CA Terminal (the "Terminal"); (2) Customer desires CPL to provide an additive injection service at the Truck Rack for Customers use; (3) CPL is willing to provide said service in accordance with this "Additive Agreement":

WITNESSETH

For and in consideration of the mutual covenants and agreements contained herein the parties agree to the terms and conditions set forth herein, including those in the "Additional Terms and Provisions" attached hereto.

SERVICES

CPL shall provide facilities for additive injection at the Truck Rack and make such services available to Customer on a first come first served basis. As part of such services, CPL shall provide additive and shall inject such additive into Customer's gasoline in Customer's trucks in the proportions set forth by the United States Environmental Protection Agency in Part 80 of Title 40, Subpart G, CFR (the "Federal Additive Regulations") and/or the California Air Resources Board Section 2257, Title 13, California Code of Regulations (the "California Additive Regulations") which ever is the more stringent requirement. In addition, it shall be the obligation of CPL to create and maintain mass balancing records (and supporting documentation) satisfying the requirements of the Federal and California Additive Regulations.

TERM

Term of Agreement: _____, through December 31, ____, and year to year thereafter; provided, however that either party hereto may terminate this Agreement on December 31, ____, or any time thereafter by notifying the other party in writing at least thirty (30) days prior to the intended termination date.

CHARGES

Customer shall pay CPL \$0.095 per barrel ("charge") of gasoline loaded into Customer's truck. Charge entitles Customer to additize gasoline throughput across the Truck Rack. This charge shall escalate by an amount equal to the increase in the Consumers Price Index effective January 1 of each succeeding year. In addition, Customer shall pay for the cost of the additive injected plus 3%. Charge is independent of any fees governed under California P.U.C Intrastate Tariff No. 10.

ADDITIONAL TERMS AND PROVISIONS

1. PAYMENTS

Customer agrees to pay CPL the Charge as specified in this Agreement upon the presentation of invoice. The amount of any invoice, if not paid within fifteen (15) days after date of the invoice from CPL, shall bear interest at the rate of 1.5% per month for each month or portion of a month thereafter during which such amount remains unpaid. All payments shall be mailed to the designated address on the invoice. Customer shall identify by number the CPL invoices being paid on the check stub. All notices shall be in writing and mailed to CPL at: CALNEV Pipe Line Company, 1100 Town and Country Road, Orange, CA 92868. Acceptance by CPL of any payment from Customer for any charge or service after termination or expiration shall not be deemed a renewal of this Agreement or waiver by CPL of any default by Customer hereunder. In the event Customer disputes any portion of any invoice, Customer shall promptly notify CPL in writing of the disputed portion and pay the undisputed portion according to the terms of this paragraph. After receipt of notice, CPL and Customer shall promptly meet to resolve the dispute within thirty (30) days of receipt of notice. If the parties fail to agree on a resolution within thirty (30) days of receipt of notice, then Customer shall pay the disputed portion under protest and proceed with all available legal and equitable remedies.

2. FUEL MANUFACTURER REGISTRATION

It is Customer's responsibility to obtain and maintain an EPA Fuel Manufacturer Registration Number. Customer shall provide CPL with a copy of this number.

3. FORCE MAJEURE AND GOVERNMENTAL RESTRAINT

- (a) Force Majeure. Neither party shall be liable for evaporation, shrinkage, line loss, clingage, discoloration, contamination, damage to or destruction of any Commodities or property, or for any delay or nonperformance, when any of the foregoing is caused in whole or in part by any cause not within the control of said party, whether now or hereafter existing, including without limitation, any act of God or of a public enemy, or by labor troubles, strikes, lockouts, non-availability of machinery, embargoes, congestions or interventions, or failure or delay of manufacturers or suppliers to deliver same, except that Customer shall be responsible to pay all Charges arising from this Agreement. CPL shall in no event be liable for loss of or damage to any Commodities or other property of Customer except when caused by CPL's failure to use reasonable care in the safekeeping and handling of any Commodities or property of Customer.
- (b) Governmental Restraint. If, while this Agreement is in effect, CPL's use of all or part of the Truck Rack shall be restrained or enjoined by judicial process, terminated by any governmental or regulatory authority, by right of eminent domain or by the owner of leased land, CPL, upon being notified of such restraint, enjoinder or termination, shall notify Customer and CPL may terminate this Agreement on the effective date of

said restraint, enjoinder, or termination, or provide to Customer substitute services. Upon such termination, Customer shall be obligated to pay all Charges arising from such termination as if this Agreement had expired by its own terms.

4. LIMITATION OF LIABILITY

- (a) In consideration of the Charges set forth herein (it being recognized that higher charges would be made but for the limitation of liability set forth in this paragraph), it is understood and agreed that in the event of loss or damage to Commodities arising from any cause, including, but not limited to, improper injection of additives or actions not conforming to Customer's orders, on the part of CPL, its employees, agents or contractors, that **CPL shall not be liable to Customer for more than (I) the actual cost to Customer of any lost or damaged Commodities, less salvage value, or (ii) 55 cents per gallon of any lost or damaged Commodities, whichever is less. CPL shall not be responsible for damage to, loss or destruction of Customer's Commodities except and to the extent that such loss, damage or destruction is caused by the negligence or willful misconduct of CPL, its employees, agents or invitees. It is further understood and agreed that in no event arising in connection with this Agreement shall CPL be liable to Customer for any special or consequential damages.**

Notwithstanding the foregoing, that such limitation of liability shall not apply to any fines, assessments or penalties levied against Customer by the EPA or the CARB, by reason of (I) CPL's failure to maintain mass balancing records (and supporting documentation satisfying the requirements of the Federal and California Additive Regulations or (ii) its failure to inject a certified additive meeting the requirements of the Federal and California Additive Regulations.

Customer agrees that CPL may report to any governmental or regulatory body as required by the Regulations, in regard to Commodities and activities of Customer, and Customer agrees to provide such information to CPL as necessary, in CPL's reasonable opinion, to comply with the Additive Regulations. CPL shall have no liability to Customer unless a written claim is delivered to CPL by Customer within four months after CPL reports the alleged loss to the Customer or the Customer discovers the alleged loss, whichever is earlier. Customer shall make no deductions from any invoice presented by CPL pending the resolution of any claim.

- (b) EXCEPT AS EXPRESSLY HEREIN PROVIDED, THERE ARE NO GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE.

5. DEFAULT

At all times to the extent permitted by law, CPL shall have a lien upon all Commodities at

any time on the Terminal for all Charges payable to CPL by Customer hereunder, whether incident to Commodities then on the Terminal or otherwise and in connection with any and all other agreements between CPL and Customer, and Customer hereby authorizes CPL to file any financing statements, amendments or continuations without the Customer's signature.

In the event of such default, CPL shall also have the right, at its option, to terminate this Agreement. Otherwise, title to the Commodities shall at all times remain with Customer or its assignees. The remedies of CPL herein provided for shall not be exclusive, but shall be cumulative and shall be in addition to all other remedies available to CPL, at law or in equity. Customer shall pay any reasonable costs and expenses incurred by CPL in enforcing the terms of this Agreement including the expense of defense, collection, settlement and attorneys' fees, provided that CPL is successful in such enforcement. The waiver by CPL of any right of CPL hereunder, at any time, shall not serve to waive any other such right nor shall such waiver operate as a waiver of the right so waived at any future date in connection with another default or a subsequent recurrence of the same default by Customer hereunder.

6. ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of each of the parties hereto; provided, however, that either party shall not transfer or assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted transfer or assignment without such consent shall be null and void and, at the option of the other party, shall constitute a default hereunder. The consent of either party to such assignment or transfer shall not operate to release that party of its obligations under this Agreement. Further, in the event either party, in the opinion of the other party sells all or substantially all of its assets to another party, the other party shall have the right, at its sole option, to terminate this Agreement. Either party may assign this agreement to any corporation wholly owned by such party or by its parent corporation without the other party's consent provided such party gives the other party written notice of the assignment.

7. NOTICES

Notices to be given hereunder shall be deemed properly served on Customer when delivered in writing personally or by certified mail to Customer at the address shown in the Schedule and on CPL when so delivered to CPL at the address shown above or, in either case, at such other address as shall be specified in a notice meeting the requirements of this paragraph.

8. JURISDICTION

This Agreement shall be construed under the laws and by the courts of the State of California.

9. ADDITIONAL PROVISIONS

Additional provisions, if any, appearing hereafter or as an addendum hereto, are made a part hereof by reference thereto. This Agreement, together with any and all exhibits hereto, constitutes the entire agreement between CPL and Customer and supersedes any and all

terms and conditions which may be contained in any purchase orders issued by Customer prior or subsequent to this Agreement. This Agreement may not be amended, altered, or changed except by written agreement signed by both parties. Customer and CPL agree that the terms of this Agreement shall be binding upon both parties when CPL injects additive into Customer's Commodity at the Truck Rack or when both parties have executed this Agreement, whichever occurs first.

10. HEADINGS

The headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not to be considered part of this Agreement and shall in no way affect the interpretation of any of the provisions of this Agreement.

11. DEFINITIONS

"Month" means a period extending from a date in one calendar month up to, but not including, the corresponding date in the following month. "Quarter" means a period of three (3) consecutive months. "Year" means a period of twelve (12) consecutive months. "Person" means individual and entities and any combinations thereof.

IN WITNESS WHEREOF, this Agreement has been executed by the parties thereto.

CALNEV PIPE LINE LLC

«COMPANY»

By: _____

By: _____

Title: **Director-Business Development**

Title: _____

Print Name Signed: **Janet Torrices**

Print Name Signed: _____

Date: _____

Date: _____