

**KINDER MORGAN LAS VEGAS LLC – LAS VEGAS TERMINAL
ETHANOL BLENDING AGREEMENT**

THIS AGREEMENT, made and entered into the ___ day of _____, by and between **Kinder Morgan Las Vegas LLC (DE)**, by Kinder Morgan Pipeline LLC, its sole member, (hereinafter “KMLV”), and «**COMPANY**», (hereinafter “CUSTOMER”) whose address is «**STREET**», «**CITY_STATE_ZIP**».

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, KMLV agrees to provide for the storage, blending and truck loading of CUSTOMER’s Ethanol (“Commodity”) and the parties agree as follows:

A. Term of Agreement

The term of this new Agreement shall begin _____ and end December 31, ____, and continuing month to month thereafter; provided however that either party hereto may terminate this Agreement on December 31, ____, or anytime after by notifying the other party in writing at least 30 days prior to the intended termination date.

B. Truck Loading / Unloading Station Operations

Truck loading rack operations are 24 hours per day, 365 days per year. Due to various construction activities underway and planned at this terminal, it may be necessary to close the truck loading racks from time to time. For planned closures of four hours or less, CUSTOMER will be given 24 hours notice. For planned closures of longer than four hours, CUSTOMER will be given at least two working days notice. The duration of closures will not exceed 12 hours per day for two consecutive days.

Only gasoline/ethanol blends are permitted to be loaded at the KMLV truck rack. No unblended ethanol loads are permitted without prior authorization of the Las Vegas Terminal Manager.

C. Charges

(1) Tank Storage and Rack Loading Fee: \$0.05 per gallon of Commodity.

(2) Additional Services: For any service or function not specifically provided for in this Agreement, requested by CUSTOMER and agreed to by KMLV, there shall be a charge equal to the sum of cost of materials used, if any, and charges made by contracted services, if any, plus 15% of said sum; plus either (i) \$XXXX per man-hour involved, if such unspecified work is performed during regular operating hours, and (ii) \$XXXX per man-hour involved, if such work is performed during overtime hours.

(3) Other Labor: Any situation involving double-time, call-in time, salaried overtime, or any similar cost shall be subject to negotiation.

(4) Tank Storage and Rack Loading Fee Adjustments: If KMLV desires to change the Tank Storage and Rack Loading fee provided for in Section C of this Agreement, sixty (60) days advance written notice to CUSTOMER shall be required. The parties shall then attempt to reach

an agreement as to such Tank Storage and Rack Loading Fee adjustment within such sixty (60) days time period. In the event the parties cannot reach an agreement as to such fee, either party shall have the right to terminate this Agreement upon ninety (90) days prior written notice to the other party,.

D. Quantity

The quantity of Commodity delivered inbound shall be determined by KMLV meter or receiving tank gauges, adjusted to 60 F in accordance with ASTM-D-1250, Table 6.

The quantity of Commodity delivered outbound shall be determined by tank truck Bill of Lading tickets. CUSTOMER shall have the right to participate with KMLV in any measurement or proving of meter systems.

It is anticipated that in the normal storage and handling of Commodities, there will be evaporation, clingage, shrinkage, and line losses. Therefore, if CUSTOMER delivers a certain quantity of Commodity into storage, it is understood that KMLV may not deliver the same quantity from storage to CUSTOMER. Adjustments may be made by KMLV for deliveries from storage to reflect actual shrinkage, evaporation and line-loss of CUSTOMER's Commodity not to exceed one-quarter of one percent (1/4 of 1%) of the actual volume of CUSTOMER's Commodity entering tankage. Loss settlement pricing will be determined by using the "Ethanol" non-federal incentives price published during the last week of the Agreement anniversary month in the Octane Week newsletter and settled on the anniversary date of this Agreement.

E. Quality

Commingling: CUSTOMER acknowledges that the Commodity delivered to KMLV shall be commingled with compatible Commodities belonging to third parties, and CUSTOMER further acknowledges that the particular Commodity delivered for commingling is fungible and may be so commingled without causing contamination, dilution or other damage to the Commodities of the third parties in the tank. Prior to unloading and before KMLV shall be required to accept any Commodity tendered for commingled storage by CUSTOMER, CUSTOMER shall deliver to KMLV written documentation that Commodity is within the specifications established in Appendix A.

If CUSTOMER's Commodity does cause any contamination, dilution or other damage to the Commodities of third parties, CUSTOMER agrees to be responsible for all costs associated with or incurred because of such event (excluding consequential damages). CUSTOMER further agrees to indemnify and hold KMLV harmless from and against any loss, cost of expense incurred by, or charged against KMLV as a result of such event. In no event shall CUSTOMER be liable to KMLV unless a written claim is delivered to CUSTOMER by KMLV within three (3) months after delivery of Commodity into storage.

F. Tank Operations

In the event the CUSTOMER does not participate in off-season ethanol blending, Commodity held in inventory outside of this period will trigger an Off-Season Storage Fee.

(1) Tank Use: CUSTOMER agrees the tank shall be used only for the storage of the Commodity specified above, provided, however, that anything in this Agreement to the contrary notwithstanding, CUSTOMER agrees not to deliver to the terminal Commodity which, a) would in any way be harmful to the tank; b) would render the tank unfit, after cleaning, for the proper storage of water white oils or chemicals; or c) may not lawfully be stored in the tank. CUSTOMER shall be responsible for and pay for all damages resulting from storage of any Commodity stored therein by CUSTOMER; provided, however, CUSTOMER shall not be responsible for damages arising from KMLV's failure to use due care in the safekeeping and handling of Commodities or property of CUSTOMER.

(2) Tank Cleaning: CUSTOMER acknowledges that the tanks are in a clean condition on the date hereof suitable for the storage of the Commodities and agrees to return the tanks in the same condition as originally received on the commencement date hereof normal wear and tear expected. If cleaning of the tanks, in the opinion of KMLV, is necessary upon termination of this Agreement, or, due to a change in the nature of the Commodities stored or to be stored therein, during the term hereof, or both, CUSTOMER agrees to remove or pay for their prorata share of costs to remove any Commodity and Waste, as herein defined, to permit cleaning and Waste disposal and to reimburse KMLV for the cost of said cleaning and disposal of Waste in accordance with the rate for additional services set forth in Paragraph C of this Schedule. CUSTOMER will not be responsible for cleaning costs incurred as a result of a product change requested by a precedent CUSTOMER.

(3) Removal of Commodities and Waste: CUSTOMER agrees promptly upon the expiration or termination of this Agreement, or at such earlier times as may be required during the term hereof, to remove or pay all the expenses to remove all their Commodity and Waste from the terminal. Both during the term hereof and upon termination, CUSTOMER shall be fully responsible for the safe and lawful removal of Waste from the terminal. CUSTOMER shall provide KMLV with written, specific, timely direction for the removal of Waste in accordance with all applicable laws and regulations. KMLV agrees, upon written request of CUSTOMER, to arrange for removal and disposal of Waste providing that CUSTOMER shall pay all costs for such removal and disposal of Waste including the cost of any charges, taxes, disposal fees, regulatory authority charges, preparation of documents or other costs incurred in connection therewith. If CUSTOMER fails within seven (7) days after receipt of notice from KMLV to remove all Commodity and Waste, KMLV may, at its option, arrange for such removal. In such event, CUSTOMER shall be solely responsible for all costs of such removal and Waste disposal and all liability associated therewith.

(4) Additional Equipment: CUSTOMER agrees that any fixtures, equipment or appurtenances attached to the tanks or placed on the terminal by KMLV or CUSTOMER either before commencement or during the term of this Agreement shall be and remain the property of KMLV even though such items may be paid for directly or indirectly by CUSTOMER unless KMLV shall agree in writing to the contrary prior to installation of any such item.

(5) Damage or Destruction: If any tank is damaged or destroyed by fire or other casualty, the Charges outlined in Section D, together with KMLV's requirement to handle the volume of Commodity in consideration of said charges, shall be reduced by an amount equal to the percentage of total capacity furnished hereunder that any such tank constitutes, or in a manner otherwise specified herein. The abatement shall continue up to 180 days or while such damaged or destroyed tank is not repaired and ready for service, or so long as a substitute tank is not provided as permitted in Paragraph G (6) hereof; provided, however, KMLV may, but shall not be required to, repair or replace such damaged or destroyed tank. KMLV will notify CUSTOMER of decision. CUSTOMER will have the option to terminate the agreement should the abatement continue beyond 180 days.

(6) Substitute Tanks: If during the term hereof KMLV desires to provide substitute tanks to CUSTOMER, KMLV may do so provided the transfer of Commodities is acceptable to CUSTOMER. If CUSTOMER disagrees KMLV will have the option to cancel the Agreement. The transfer is at the expense of KMLV and the substitute tanks will be of greater or equal capacity and quality. Any such substitute tank while in use hereunder shall be the "Tank" referred to herein.

G. Terms

The parties agree that the terms of this Agreement shall be binding upon both parties when KMLV receives CUSTOMER's Commodity for storage and/or handling, whichever the case may be, at the terminal or when both parties have executed this Agreement, whichever occurs first. This Agreement supersedes any prior agreement between the parties and any earlier agreements whether reduced to writing or note are null and void.

H. Receipts, Deliveries, and Reports, etc.

KMLV agrees to furnish only outbound and monthly stock reports on the quantity handled and on hand on KMLV reporting forms and to prepare bills of lading as required. All forms to be in essence similar to other KMLV contract required forms.

I. Payments

CUSTOMER agrees to pay KMLV monthly charges as specified in this Agreement upon the presentation of invoice. The amount of any invoice, if not paid, within thirty (30) days after date of the invoice from KMLV, 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 made to KMLV and mailed to the address on the invoice. CUSTOMER shall identify by number the KMLV invoices being paid in the wire transfer comments or on the check stub. All notices shall be in writing and mailed to the address on the invoice. Acceptance by KMLV 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 KMLV of any default by CUSTOMER hereunder. In the event CUSTOMER disputes any portion of any invoice, CUSTOMER shall promptly notify KMLV in writing of the disputed portion and pay the undisputed portion according to the terms of this paragraph. After receipt of notice, KMLV 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.

J. Insurance

KMLV does not insure Commodity and property nor property of others. Insurance, if desired by CUSTOMER or CUSTOMER's contractors, shall be carried by CUSTOMER or its contractors at their expense.

K. Force Majeure, Indemnity and Governmental Restraint

(1) 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 of non-performance, 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. KMLV shall in no event be liable for loss of or damage to any Commodities or property of CUSTOMER except when caused by KMLV's failure to use reasonable care in the safekeeping and handling of any Commodities or property of CUSTOMER.

(2) Indemnity: Except as provided elsewhere in this document hereof, KMLV shall indemnify and hold CUSTOMER, its affiliates, subsidiaries, and parent companies, and their respective employees, officers, directors, and agents harmless from and against all claims, losses, suits, liability and expense caused by or resulting from negligent or willful acts on the part of KMLV, its employees, agents, or contractors in the performance of this Agreement. CUSTOMER shall indemnify and hold KMLV its affiliates, subsidiaries, and parent companies, and their respective employees, officers, directors and agents harmless from and against all claims, fines, penalties or regulatory action resulting from blending operations including record keeping activities, losses, suits, liability and expense caused by or resulting from (i) negligent or willful acts or omissions of CUSTOMER's contractors (including, but not limited to, any contractors transporting Commodities to or from the terminal) in the performance of this Agreement on behalf of CUSTOMER; and (ii) absolute or strict liability in tort due to no fault or negligence of KMLV arising concerning the Commodities. In the event that any claim, loss, suit, liability and expense is caused in whole or in part by the concurrent negligent or willful acts or omissions of KMLV, its employees, agents or contractors, then this obligation to indemnify shall be comparative and each party shall indemnify the other to the extent that such parties act or omission was the cause of injury, damage, or death.

(3) Governmental Restraint: If, while this Agreement is in effect, KMLV's use of all or part of the terminal for the storage and handling of any Commodity 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, KMLV upon being notified of such restraint, enjoinder or termination, shall notify CUSTOMER and KMLV may terminate this Agreement as to the affected tanks and services on the effective date of said restraint, enjoinder, or termination, or provide to CUSTOMER substitute tanks in accordance with this Agreement hereto.

L. Limitation of Liability

(1) In consideration of the charges set forth in the Schedule (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 loading or unloading of Commodities or actions not conforming to CUSTOMER's orders on the part of KMLV, its employees, agents, or contractors, that KMLV shall not be liable to CUSTOMER for more than the actual cost to CUSTOMER of any lost or damaged Commodities, less salvage value. KMLV shall not be responsible for damage to or loss or destruction of CUSTOMER's Commodities except and to the extent such loss, damage, or destruction is caused by the negligence of KMLV, its employees, agents, or invitees. It is further understood and agreed that in no event arising in connection with this Agreement shall KMLV be liable to CUSTOMER for any special or consequential damages. KMLV shall not be responsible for chemical deterioration of Commodity resulting from the stagnant storage of Commodity. KMLV shall have no liability to CUSTOMER unless a written claim is delivered to KMLV by CUSTOMER within six months after KMLV 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 KMLV pending the resolution of any claim.

(2) 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 THIS INCLUDES USES RELATED TO FEDERAL, STATE OR LOCAL ENVIRONMENTAL REGULATIONS INCLUDING THE FEDERAL CLEAN AIR ACT AND OTHER RELATED REGULATION.

M. Commodity, Information and Documentation

(1) General: CUSTOMER agrees to execute in its name, pay for and furnish to KMLV at the terminal all information, documents, labels, placards, containers, and other materials and data may be required by statutes, ordinances, rules or regulations ("Regulations") of any public authority relating to the describing, packaging, receiving, storing, handling, blending, shipping or disposing of any Commodities or Waste, to or from the terminal, together with detailed written instructions as to their use and disposition. CUSTOMER further agrees to indemnify and hold harmless KMLV, and KMLV's agents, employees, officers and directors, from and against any fines, loss, damage or expense, including without limitation, reasonable legal fees, resulting from the violation of the Regulations or from any proceeding in which such a violation is charged, except when arising from KMLV's failure to follow the written instructions of CUSTOMER or KMLV's failure to exercise due care in the storage and handling of CUSTOMER's Commodities. CUSTOMER agrees that KMLV may report to any governmental or regulatory body as required by the Regulations, in regard to Commodities and Waste and activities of CUSTOMER, and CUSTOMER agrees to provide such information to KMLV as necessary, in KMLV's opinion, to comply with the Regulations.

(2) Right to Know: KMLV may have an obligation to furnish Commodity name and constituents of Commodities to governmental authorities and employees or others handling or exposed to the Commodities in connection with Right to Know laws or worker exposure regulations. KMLV may also have an obligation under applicable laws and regulations to furnish this information to the general public. CUSTOMER agrees to furnish the common or chemical name of all Commodities and constituents of Commodities to KMLV prior to CUSTOMER's Commodity entering the terminal so that KMLV can comply with such laws and regulations. CUSTOMER shall have the responsibility for filing and pursuing any exemption from disclosure pursuant to such laws and regulations which CUSTOMER may desire.

N. Regulatory Compliance

If any governmental or regulatory body causes KMLV to incur additional expense or effect changes in the operation of or addition to the improvements on the terminal or to change KMLV normal methods of operation to comply with laws and governmental regulations or to prevent, reduce, control or monitor the emission or discharge into the environment of any nature whatsoever, KMLV shall (a) notify CUSTOMER of the direct or pro rata cost, as the case may be, or the additional expense of making such changes or additions, or (b) notify CUSTOMER of KMLV's intent to terminate this Agreement thirty (30) days prior to the date upon which such additional expense, changes or additions are required. Such costs shall include the actual or pro rata cost of such additional expense, changes, or additions including engineering and overhead expense and subsequent direct or indirect costs, as may be escalated, of operating and maintaining such changes or additions. CUSTOMER shall agree to pay such costs or may terminate this Agreement thirty (30) days prior to the date upon which such additional expense, changes or additions are required by so advising KMLV, in writing, within sixty (60) days after receipt of said notice from KMLV or such shorter time as may be reasonably necessary in light of the constraints contained in the regulations. If CUSTOMER does not so notify KMLV, KMLV may terminate this Agreement or shall pay such additional expenses or make such changes or additions and CUSTOMER agrees to reimburse KMLV for the additional actual or pro rata costs, as the case may be, including engineering and overhead expenses, for the changes or additions and the subsequent direct and indirect costs, as may be escalated, of operating and maintaining such changes or additions.

O. Public Use

This Agreement is made as an accommodation to CUSTOMER and in no event shall KMLV's services hereunder be deemed to be those of a public utility or common carrier. If any action is taken or threatened by an governmental office, administrator, commissioner or agent to declare KMLV a public utility or common carrier, then, and in the event, at the option of KMLV and upon CUSTOMER's receipt of KMLV's written notice, KMLV may (a) restructure and restate this Agreement or (b) terminate this Agreement on the effective date of such action as to the affected tanks or services.

P. Default

Should CUSTOMER default in the prompt performance and observance of any of the terms or conditions of this Agreement, other than the payment of money, and should such default continue for thirty (30) or more days after written notice thereof by KMLV to CUSTOMER, any sums owed by CUSTOMER to KMLV, shall at the option of KMLV, become immediately due and payable. At all times to the extent permitted by law, KMLV shall have a lien upon all Commodities at any time on the terminal for the and all charges payable to KMLV by CUSTOMER hereunder, whether incident to Commodities then on the terminal or otherwise and in connection with any and all other agreements between KMLV and CUSTOMER, and CUSTOMER hereby authorizes KMLV to file any financing statement, amendments or continuations without the CUSTOMER's signature. In the event of such default, KMLV 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 KMLV herein provided for shall not be exclusive, but shall be cumulative and shall be in addition to all other remedies available to KMLV, at law or in equity. CUSTOMER shall pay any costs and expenses incurred by KMLV in enforcing the terms of this Agreement including the expense of defense, collection, settlement and attorney's fees. The waiver by KMLV of any right of KMLV 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.

Q. 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 CUSTOMER shall not transfer or assign this Agreement, in whole or in part, without the prior written consent of KMLV, and any attempted transfer or assignment without consent of KMLV, shall be null and void and, at the option of KMLV, shall constitute a default by CUSTOMER hereunder. The consent of KMLV to such assignment or transfer shall not operate to release CUSTOMER of its obligations under this Agreement. Further, in the event CUSTOMER, in the opinion of KMLV sells all or substantially all of its assets to another party, KMLV shall have the right, at its sole option, to terminate this Agreement.

R. 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 KMLV when so delivered to KMLV at the address shown below, in either case, at such other address as shall be specified in a notice meeting the requirements of this paragraph.

Kinder Morgan Las Vegas LLC
1100 Town and Country Road
Orange, CA 92868

«COMPANY»
«STREET»
«CITY_STATE_ZIP»

Attention: Director-Business Development

«ADDRESSEE»

S. Change of Ownership

Without KMLV's prior written approval, CUSTOMER is restricted from participating in the sale, exchange or otherwise change in ownership of Commodity with other KMLV customers on KMLV property. If any of CUSTOMER's Commodity is sold, exchanged, or otherwise changes ownership while in the terminal, CUSTOMER shall nonetheless be responsible for all charges, taxes, terms and conditions of this Agreement the same as if Commodity had been owned by CUSTOMER, unless change of ownership is to another customer already in the tank.

T. 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 KMLV 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 KMLV agree that the terms of this Agreement shall be binding upon both parties then KMLV receives CUSTOMER Commodity for storage and handling at the terminal or when both parties have executed this Agreement, whichever occurs first.

U. 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.

V. Definitions

“Tank” means a storage Tank or Tanks and all appurtenant and associated pipelines and pumps used in connection with the storage and handling of CUSTOMER’s Commodity. “Gallon”, if used herein, means a U.S. Gallon of 231 cubic inches when measured at 60 F. “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. “Overtime” means work performed outside the regular terminal Operating Hours. “Waste”: means tank bottoms, Commodities remaining in tanks, drums or in other containers, unrecoverable residue resulting from the proper storage and handling of Commodities, including cleaning of tanks, and any other material originally delivered to the terminal by CUSTOMER or resulting from the Commodities stored hereunder. “Person” means individual and entities and any combination thereof.

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

KINDER MORGAN LAS VEGAS LLC (DE)
By: Kinder Morgan Pipeline LLC, its sole member

«COMPANY»

By: _____

By: _____

Title: Director-Business Development

Title: _____

Print Name Signed: Janet Torrices

Print Name Signed: _____

Date: _____

Date: _____

APPENDIX A

KINDER MORGAN LAS VEGAS LLC SPECIFICATIONS FOR DENATURED FUEL ETHANOL

Ethanol delivered to Kinder Morgan Las Vegas LLC owned tanks must meet the quality set forth in Kinder Morgan's Pacific Operations published Pipeline Products Specification Manual (latest edition) for denatured Fuel Ethanol (Product 83). The latest edition of Kinder Morgan's Pacific Operations Pipeline Products Specification Manual can be accessed online at Kinder Morgan's website (www.kindermorgan.com) or may be obtained from Kinder Morgan's Products Movements, Quality Control Manager.