

## TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (this “Agreement”), dated as of [\_\_\_\_\_] (“Effective Date”), made by and between BP Pipelines (North America) Inc., (“Carrier”), a Maine corporation with offices in Warrenville, Illinois, and [**shipper name**] (“Shipper”), a [**state of organization**] [**type of business organization**] with offices at [**office location**], each sometimes individually referred to as “Party” and collectively as “Parties.”

### WITNESSETH:

**WHEREAS**, Carrier owns a pipeline system that extends from Cushing, Oklahoma to Griffith, Indiana (the “Existing Pipeline”) that is commonly known as the “BP No. 1 Pipeline”;

**WHEREAS**, Carrier proposes to perform such alterations and changes to the Existing Pipeline so that it is configured to transport crude petroleum from the Origin described in this Agreement to the Destination (the Existing Pipeline, after such flow has been reversed, being hereinafter referred to as the “Pipeline,” which will be commonly known as the “Viridian Pipeline”), subject to evidence of sufficient shipper interest in the Pipeline and subject further to the terms and conditions of this Agreement;

**WHEREAS**, Carrier conducted Phase I of an “open season” from May 3, 2007 through June 15, 2007 to determine the level of shipper interest in the Pipeline and to accept non-binding expressions of interest from shippers to transport crude petroleum on the Pipeline;

**WHEREAS**, Carrier has offered an incentive tariff rate to shippers willing to commit during Phase II of the “open season” to a specified minimum volume of crude petroleum for long-term transportation on the Pipeline;

**WHEREAS**, Shipper desires to commit to transport a specified minimum volume of crude petroleum for a [10/15] year term on the Pipeline on an incentive tariff rate basis, subject to and upon the terms and conditions of this Agreement; and

**WHEREAS**, Carrier is willing to provide Shipper an incentive tariff rate to transport a specified minimum volume of crude petroleum on the Pipeline, subject to and upon the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged and intending to be legally bound, the Parties hereby agree as follows:

1. Definitions.

For the purposes of this Agreement the following terms shall have the meanings ascribed to them below:

“Actual Shipments” means volumes of crude petroleum that originate and are physically tendered at the Origin and ultimately delivered at the Destination.

“Agreement” shall have the meaning set forth in the preamble hereof.

“Applicable Law” means all laws, statutes, directives, codes, ordinances, rules, regulations, municipal by-laws, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, consent orders, consent decrees and policies of any Governmental Authority as they may exist from time to time.

“Available Capacity” means Capacity usable for transportation of crude petroleum during the relevant time frame.

“bb1” means barrel.

“bpd” means barrels per day.

“Capacity” means the annual average capacity of the Pipeline, disregarding any short-term reductions, as determined by Carrier from time to time, which initially is at least 100 mbd. All Capacity in this Agreement is to be calculated based on a design mixture of light low sulfur conventional and synthetic sweet crude oil.

“Carrier” shall have the meaning set forth in the preamble hereof.

“Carrier Default” shall have the meaning set forth in Section 12.7 hereof.

“Carrier Default Notice” shall have the meaning set forth in Section 12.8 hereof.

“Commencement Date” means the date specified in the Notice of Commencement Date, which date shall not be earlier than the date when (a) the Pipeline is converted and available for service in Carrier’s sole discretion, and (b) all conditions precedent set forth in Sections 8.1 and 8.2 hereof shall have been satisfied or waived in writing by Carrier.

“Committed Shippers” means shippers that, on or before the Required Execution Date, have signed and returned to Carrier transportation services agreements for transportation of a specified minimum volume of crude petroleum on the Pipeline for at least a ten year term, on terms and conditions acceptable to Carrier.

“Committed Rates” shall have the meaning set forth in Section 4.3 hereof.

“Destination” means the delivery point of the Pipeline located at Cushing, Oklahoma and other points added by Carrier from time to time at Carrier’s sole discretion.

“\$” means U.S. dollars.

“Effective Date” shall be the date set forth in the preamble hereof.

“Existing Pipeline” shall have the meaning set forth in the recitals hereof.

“FERC” means the Federal Energy Regulatory Commission or its successor.

“Financial Assurance” shall be the Guarantee, letter of credit, or other credit enhancement provided by Shipper pursuant to Section 12 hereof.

“Force Majeure” means one or more of the following events that directly affect the Pipeline and prevent Carrier from providing service on the Pipeline: (1) compliance with acts, orders, regulations, or requests of any Governmental Authority or any Person purporting to act therefor; (2) insurrections, wars, terrorism, rebellion, riots, epidemics, strikes, or labor difficulties; (3) unanticipated weather or environmental conditions, including earthquakes, floods, hurricanes, or landslides, or other action of the elements not reasonably preventable; (4) accidental disruption or breakdown of transportation facilities that is not reasonably preventable; and (5) any other cause, whether or not of the same class or kind, reasonably beyond the control of a Party. It is understood and agreed that the settlement of strikes or differences with workers shall be entirely within Carrier’s discretion.

“Governmental Authority” means any government, any governmental, administrative or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision and any court, tribunal or judicial or arbitral body (whether national, federal, state, or local, tribal, or, in the case of an arbitral body, whether governmental, public or private).

“Guarantee” shall have the meaning set forth in Section 12.1 hereof.

“mbd” means one thousand barrels per day.

“Minimum Volume Commitment” means Shipper’s Minimum Volume Commitment set forth in Attachment A attached hereto, which shall not be less than five (5) mbd as of the Commencement Date.

“Month” means the period commencing on the Commencement Date and ending on the last day of the calendar month in which the Commencement Date falls and each successive calendar month thereafter.

“Monthly Deficiency Payment” shall have the meaning set forth in Section 5.1.1 hereof.

“Monthly Deficiency Quantity” shall have the meaning set forth in Section 5.1.2 hereof.

“Notice of Commencement Date” shall have the meaning set forth in Section 3.2 hereof.

“Open Season Procedures” means the Notice of Open Season for the Viridian Pipeline dated May 3, 2007 and revised October 3, 2007 issued by Carrier on its website, as such Notice of Open Season may be amended or supplemented from time to time.

“Origin” means the inlet of the Pipeline located at either, in Carrier's sole discretion: (i) Griffith, Indiana, or (ii) if the connection between the Pipeline and Enbridge Energy, Limited Partnership’s Lakehead pipeline system is completed and available for service, Manhattan, Illinois; and any other connection points determined by Carrier from time to time in its sole discretion.

“Party” or “Parties” shall have the meaning set forth in the preamble hereof.

“Person” means an individual, partnership, limited liability company, corporation, trust, estate, unincorporated association, nominee, joint venture, or other entity.

“Pipeline” shall have the meaning set forth in the recitals hereof.

“PPI” shall have the meaning set forth in Section 4.3 hereof.

“Prepaid Volumes” means Actual Shipments for which Shipper receives credit pursuant to Section 5.2 hereof.

“Rate Tariff” means Carrier’s rate tariff for the Pipeline, on file and in effect with FERC, as such rate tariff may be amended or supplemented by Carrier from time to time.

“Required Execution Date” means November 16, 2007 or such other date as shall be identified in a written notice given by Carrier to Shipper.

“Rules Tariff” shall mean Carrier’s rules and regulations tariff for this Pipeline, as such rules and regulations may be amended or supplemented by Carrier from time to time.

“Shipper” shall have the meaning set forth in the preamble hereof.

“Shipper Default” shall have the meaning set forth in Section 12.4 hereof.

“Shipper Default Notice” shall have the meaning set forth in Section 12.5 hereof.

“Term” shall have the meaning set forth in Section 3.1 hereof.

“Uncommitted Available Capacity” means, as of any particular date, any Available Capacity which is in excess of the total amount of Volume Commitments which Carrier has, prior to such date, accepted.

“Uncommitted Rate” shall have the meaning set forth in Section 4.2 hereof.

“Volume Commitments” means, collectively, binding commitments by Committed Shippers pursuant to executed transportation services agreements with Carrier.

2. Minimum Volume Commitment; Maximum Volume Commitment.

2.1. Minimum Volume Commitment. Shipper guarantees that from the Commencement Date through the end of the Term, it shall ship on the Pipeline, or otherwise pay for, at least the Minimum Volume Commitment from the Origin to the Destination, at the applicable Committed Rate. Shipper is not permitted to modify its Minimum Volume Commitment during the Term of this Agreement.

2.2. Maximum Volume Commitment. Notwithstanding anything in this Agreement to the contrary, the maximum acceptable aggregate Volume Commitments at any given time shall not exceed ninety percent (90%) of the Capacity.

2.3. Uncommitted Capacity. If the Pipeline shall have any Uncommitted Available Capacity following the Commencement Date, Carrier shall be entitled to allocate such Uncommitted Available Capacity through another “open season” or other process selected by Carrier in its sole discretion, subject to Section 2.2.

2.4. Shipping Requirement. Subject to any Force Majeure events and the Rules Tariff, Shipper agrees that, from the Commencement Date through the end of the Term, it shall ship on the Pipeline, or otherwise pay for, at least the Minimum Volume Commitment.

3. Term.

3.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue through the end of the period of [10/15 years] from the Commencement Date (the “Term”).

3.2. Commencement Date. Although the Parties anticipate that the Commencement Date will be on or around fourth quarter 2009 at the earliest, each of the Parties

acknowledges and agrees that there are a number of contingencies that may affect the actual Commencement Date. Accordingly, Carrier shall give to Shipper (a) an updated estimate of the actual Commencement Date at least three (3) months' prior to such date, and (b) at least sixty (60) days' prior notice of the actual Commencement Date (the "Notice of Commencement Date"). Neither Party shall have any right or remedy against the other Party if the actual Commencement Date shall be earlier or later than the anticipated or estimated Commencement Date. The Commencement Date specified in the Notice of Commencement Date shall be the Commencement Date for all purposes specified in this Agreement, subject always to the provisions of Section 10 hereof.

3.3. Discontinuance of Operations. Notwithstanding anything in this Agreement to the contrary, Carrier shall have the right to discontinue operation of the Pipeline at the end of the Term set forth in Section 3.1, provided that there are no transportation service agreements with other shippers with terms longer than the Term, by giving Shipper not less than 170 days' prior written notice of termination. Any termination by Carrier pursuant to this Section 3.3 shall, effective as of the date of such termination, terminate all obligations and rights of the Parties under this Agreement other than the obligation of Shipper to make all Monthly Deficiency Payments that accrued through the effective date of termination.

4. Tariff Rate.

4.1. Base Tariff Rates. Subject to the provisions of this Section 4, the rates for service for the Minimum Volume Commitment from the Origin to the Destination shall be the following rates according to the Rate Tariff:

- (a) During any period when Shipper's Minimum Volume Commitment is for ten (10) years, the rate payable by Shipper shall be \$1.57 per bbl; and
- (b) During any period when Shipper's Minimum Volume Commitment is for fifteen (15) years, the rate payable by Shipper shall be \$1.37 per bbl.

4.2. Uncommitted Rates. Subject to the provisions of this Section 4, the applicable rate for Actual Shipments by Shipper on the Pipeline that are in excess of Shipper's Minimum Volume Commitment shall be the rate for uncommitted volumes set forth in the Rate Tariff (the "Uncommitted Rate"), including any increase pursuant to Section 4.3.

4.3. Indexation. Notwithstanding anything in this Section 4 to the contrary, after the Effective Date, the base tariff rates set forth in Section 4.1 and the Uncommitted Rates set forth in Section 4.2 shall be increased annually as of July 1 of each calendar year by any increase in the index promulgated by FERC in accordance with FERC's indexing methodology currently set forth at 18 C.F.R. § 342.3, including future amendments or modifications thereof. The applicable base tariff rates set forth in Section 4.1, including any increase pursuant to this Section 4.3, are referred to herein as the "Committed Rates." In the event FERC terminates its indexing methodology during the Term of this Agreement, the Committed Rates shall continue to be increased annually as of July 1 of each year for the remainder of the Term of this Agreement using the Producer Price Index for Finished Goods ("PPI") published each year. If, in any year of the Term, there is a decrease in the index promulgated by FERC or the application of the PPI would result in a decrease in the Committed Rate, the Committed Rates shall not be reduced, but shall remain the same as the immediately preceding year. Illustrations of the

application of the current FERC indexing methodology to the base tariff rates appear in Attachment B hereto.

4.4. Rate Upon Shipper Default. Notwithstanding anything in this Agreement to the contrary, with respect to any period when Shipper is in default of its obligations hereunder pursuant to Section 12.4, the tariff rate payable by Shipper for its Minimum Volume Commitment, including any Monthly Deficiency Payments, shall be the Uncommitted Rate provided for in Section 4.2, and not the Committed Rate pursuant to Section 4.3.

5. Deficiency Payments.

5.1. Monthly Deficiency Payments.

5.1.1 Monthly Deficiency Payment. For any Month during the Term of this Agreement, excluding the month that includes the Commencement Date, if the Actual Shipments from Shipper are less than one hundred percent (100%) of the product of (a) the Minimum Volume Commitment, multiplied by (b) the number of days in such Month, Shipper shall make a payment to Carrier equal to the Monthly Deficiency Quantity multiplied by the applicable Committed Rate pursuant to Section 4.3 (“Monthly Deficiency Payment”), determined in accordance with this Section 5.1. An example of the Monthly Deficiency Payment calculation is shown in Attachment C.

5.1.2 Monthly Deficiency Quantity. For the purposes of this Section 5, the term “Monthly Deficiency Quantity” shall mean the amount by which the product of (a) the Minimum Volume Commitment, multiplied by (b) the number of days in any given Month, exceeds the Actual Shipments by Shipper on the Pipeline during such Month.

At the end of any Month during the Term of this Agreement when a Monthly Deficiency Payment is owed by Shipper to Carrier pursuant to this Section 5.1, such Monthly Deficiency Payment shall be included as an additional statement to standard transportation charges billed by Carrier, with payment to be made pursuant to the Rules Tariff. Carrier shall include information with the billing statement sufficient to calculate the Monthly Deficiency Payment described above.

5.2 Prepaid Volumes. Any payment made by Shipper pursuant to Section 5.1 for a Monthly Deficiency Quantity shall be treated by Carrier as prepaid transportation (on a barrel for barrel basis) for Actual Shipments in excess of such Shipper's Minimum Volume Commitment during the one (1) year period immediately following the end of the applicable Month during which the deficiency occurred, subject always to there being sufficient Available Capacity ("Prepaid Volumes"). Any such Prepaid Volumes in Shipper's favor shall be forfeited by Shipper at the expiration of one (1) year immediately following the end of such Month (whether or not there was sufficient Available Capacity to permit utilization of such credit).

5.3 Undernominations. Shipper agrees that in the event that nominations by Shipper and all other Committed Shippers in any Month total less than the Capacity available to Committed Shippers, Carrier shall be entitled to use the unutilized capacity of the Pipeline for volumes nominated by other shippers without any reduction in any Monthly Deficiency Payment payable by Shipper.

6. Services; Rules and Regulations.

6.1. Services. The services provided by Carrier pursuant to this Agreement shall consist of a crude petroleum transportation service from the Origin to the Destination. Shipper deliveries to Destination shall include a transfer to a connecting carrier at Destination.

6.2. Rules and Regulations. Shipper shall comply with the Rules Tariff.

6.3. Line Fill. Shipper shall provide (a) its share of line fill sufficient for the operation of the Pipeline as required by the Rules Tariff, and (b) at least thirty (30) days prior to the Commencement Date, its proportionate share of line fill for the Pipeline, as determined by Carrier and specified in a written notice given by Carrier to Shipper at least sixty (60) days prior to the Commencement Date. Carrier shall not be required to deliver product until Shipper provides its pro rata portion of linefill. If Shipper fails to comply with any of its obligations under this Section 6.3, in addition to any other of Carrier's rights and remedies at law or in equity, Carrier may supply such linefill and Shipper shall reimburse Carrier for the cost thereof upon Carrier's demand.

7. Apportionment.

7.1. Proration Policy. Notwithstanding any other provision of this Agreement, the terms of the prorationing provision of the Rules Tariff shall apply to Shipper's Minimum Volume Commitment under this Agreement and any other transportation service provided to Shipper on the Pipeline. If, however, FERC requires prorationing policies different than those contained herein, such FERC policies shall control.

7.2. Waived Deficiency. If, in any Month, the Available Capacity apportioned to Shipper in accordance with the Rules Tariff is less than Shipper's Minimum Volume

Commitment for such Month, and, as a result, Shipper's Actual Shipments are less than its Minimum Volume Commitment for such Month, the Monthly Deficiency Charge otherwise payable by Shipper for such Month shall be waived to the extent of such apportionment.

7.3. Priority Service. Notwithstanding any other provision of this Agreement except for the terms of this Section 7.3, to the extent permitted by Applicable Law, the terms of the Rules Tariff set forth in Attachment D attached hereto, shall provide that a tender of crude petroleum by Shipper not exceeding the Minimum Volume Commitment shall not be subject to prorationing except as provided for in the Rules Tariff. In the event that Applicable Law requires prorationing of the Capacity, then, in lieu of the first sentence hereof, and to the extent permitted by Applicable Law, the prorationing rule of the Rules Tariff shall provide that, for the first twelve (12) months from the Commencement Date, Shipper will be deemed to be a Regular Shipper (as defined in the Rules Tariff) and Shipper's Average Daily Volume (as defined in the Rules Tariff) will be equal to Shipper's Minimum Volume Commitment.

8. Conditions Precedent; Duty to Support.

Notwithstanding anything in this Agreement to the contrary, Sections 8.1 and 8.2 set forth conditions precedent to Carrier's agreements and obligations under this Agreement. If any of these conditions precedent are not met to the satisfaction of Carrier in its sole discretion, this Carrier shall have the right to terminate this Agreement by written notice to Shipper. If Carrier provides such notice pursuant to this Section 8, this Agreement is terminated and Carrier and Shipper shall not have any further obligations related to the subject matter herein.

8.1. Acceptable Commitments.

Carrier's obligations under this Agreement are conditioned on receipt by Carrier on or before the Required Execution Date of Volume Commitments, in form and substance acceptable to Carrier in its sole discretion, as Carrier shall deem sufficient to support the long-term need and use of the Pipeline and the economic viability of the alterations and changes necessary to convert the Existing Pipeline into the Pipeline.

8.2. Governmental Approvals.

Carrier's obligations under this Agreement are conditioned on receipt and acceptance by Carrier of all necessary certificates, approvals and authorizations of all Governmental Authorities to convert the Existing Pipeline into the Pipeline and thereafter to operate the Pipeline, including approval by FERC of the rate structure contemplated herein, the Committed Rates, the Uncommitted Rates, and all other certificates, approvals and authorizations of all Governmental Authorities necessary or, in Carrier's sole opinion,

desirable, in connection with the Pipeline or the conversion or operation thereof, in each case, in form and substance acceptable to Carrier in its sole discretion.

8.3. Duty to Support.

Shipper hereby agrees (a) to take all such actions and do all such things, at Shipper's cost, as Carrier shall reasonably request in connection with its applications for, and the processing of, necessary certificates, approvals and authorizations of FERC and other Governmental Authorities, including executing and returning to Carrier a sworn affidavit pursuant to 18 C.F.R. § 342.2(b) agreeing to the Committed Rates and the Uncommitted Rates as set forth in this Agreement, and (b) not to take or cause to be taken any action that is designed to or may delay review or approval of Carrier's applications to FERC or any other Governmental Authorities or indicate a lack of support for the Pipeline.

9. LIMITATIONS ON LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY HERETO OR SUCH OTHER PARTY'S AFFILIATED ENTITIES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUES INCURRED BY SUCH PARTY OR ITS AFFILIATED ENTITIES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES UNDER OR RESULTS FROM CONTRACT, TORT OR STRICT LIABILITY.

10. Force Majeure.

10.1. Force Majeure. In the event Carrier is rendered unable by reason of Force Majeure to provide the services contemplated hereunder, such obligations of Carrier, insofar as they are 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 so far as practicable be remedied with all reasonable dispatch. Carrier shall promptly notify Shipper in writing of any Force Majeure event under this Section 10.1, and shall provide a non-binding, written estimate of the anticipated duration of the Force Majeure event.

10.2. Deficiency Payments. The obligation of Shipper to make accrued Monthly Deficiency Payments hereunder shall not be suspended as a result of Force Majeure; provided, however, that Shipper's obligation for ongoing Monthly Deficiency Payments shall be suspended during the continuance of such Force Majeure event. If a Force Majeure event occurs, which decreases Shipper's Actual Shipments by at least thirty percent (30%) of the Minimum Volume Commitment for twelve (12) consecutive Months, then either Party may, at its option, elect to terminate this Agreement by written notice to the other Party given prior to the cessation of the Force Majeure event. If either Party shall terminate this Agreement pursuant to the immediately preceding sentence, neither Party shall have any further liability under this Agreement, except for any obligations arising prior to the effective date of such termination.

11. Common Carrier; Compliance with Laws.

11.1. Common Carrier. It is understood that the Pipeline and facilities will be operated as common carrier property, and Shipper's rights hereunder shall be subject to all

Applicable Laws related to common carrier pipelines, the Rules Tariff and the Rate Tariff. The terms and provisions of the Rules Tariff and the Rate Tariff shall apply to the transportation services provided hereunder.

11.2. Applicable Laws. Both Parties shall, in carrying out the terms and provisions hereof, abide by all Applicable Laws of any Governmental Authorities having jurisdiction.

11.3. Invalidation. If any part of this Agreement is found invalid by a Governmental Authority or is in conflict with any such valid and applicable law, statute, regulation, order, or rule, the Parties shall negotiate in good faith to amend appropriately this Agreement so that the revised Agreement validly accomplishes as nearly as possible the terms and conditions that existed under this Agreement upon the date of execution or most recent amendment.

12. Shipper's Obligations and Shipper and Carrier Default.

12.1. Minimum Credit Rating. At all times during the Term of this Agreement, Shipper shall (a) maintain credit ratings that are no lower than any of the minimum credit ratings set forth below, (b) maintain in place a letter of credit or other credit enhancement from a bank, financial institution or other third party acceptable to Carrier in its sole discretion in favor of Carrier, or (c) maintain in place a guarantee in favor of Carrier, in form and substance acceptable to Carrier in its sole discretion, from a guarantor that maintains credit ratings that are no lower than any of the minimum credit ratings set forth below (the "Guarantee");

Agency

Minimum Credit Rating

Moody's Investor Services	Baa3
Standard & Poor's	BBB-
Fitch	BBB-

12.2. Credit Enhancement. If, notwithstanding Section 12.1, (a) Shipper's credit rating falls below one or more of the minimum credit ratings set forth in Section 12.1 during the Term of this Agreement, or (b) if Shipper provides a Guarantee in accordance with Section 12.1, and the credit rating of Shipper's guarantor falls below one or more of the minimum credit ratings set forth in Section 12.1 during the Term of this Agreement, then Shipper shall, within seven (7) days after the date of the downgrade, provide to Carrier a letter of credit or other credit enhancement from a bank, financial institution or other third party acceptable to Carrier in its sole discretion. Any letter of credit or other credit enhancement provided pursuant to this Agreement shall be for a principal amount that is equal to the product of (a) Shipper's total Minimum Volume Commitment for the twelve (12) month period commencing on the date of such letter of credit or other credit enhancement; and (b) the Committed Rate; and shall otherwise be on terms and conditions acceptable to Carrier in its sole discretion.

12.3. Representations and Warranties: Shipper hereby represents and warrants to Carrier as follows, and acknowledges that Carrier is relying upon such representations and warranties in connection with entering into this Agreement:

- (a) Existence and Power: Shipper is a corporation, limited liability company or partnership incorporated or formed in accordance with, and is subsisting under, the laws of the jurisdiction of its incorporation or formation, and has all requisite corporate, limited liability company or partnership power and capacity to enter into and deliver this Agreement and to perform all of its obligations hereunder;

- (b) Authorization: Shipper has taken all corporate, limited liability company or partnership action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered by Shipper; and
- (c) Enforceability: This Agreement constitutes a legal, valid and binding obligation of Shipper enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application relating to or affecting creditors' rights generally and to general principles of equity.

12.4. Shipper Defaults. Any of the following events shall be a "Shipper Default" in respect of Shipper:

- (a) the occurrence and continuation of a default by Shipper of any of its obligations under this Agreement, unless such default occurs as a result of a breach or default by Carrier of its obligations under this Agreement; or
- (b) the failure by Shipper or its guarantor or provider of a Financial Assurance to provide or maintain the Financial Assurances.

12.5. Notice of Shipper Default. Upon the occurrence of a Shipper Default, in addition to Carrier's other rights and remedies, Carrier may provide written notice to Shipper, describing the Shipper Default in reasonable detail and requiring Shipper to remedy the Shipper Default (the "Shipper Default Notice"). If (a) a Shipper Default comprising Shipper's failure to make any payment due hereunder or under the Rules Tariff or Rate Tariff has not been remedied within five (5) days following receipt by Shipper of a Shipper Default Notice, or (b) a Shipper Default comprising Shipper's failure to comply its obligations to provide Financial Assurances has not been remedied within two (2) days following receipt by Shipper of a Shipper Default Notice, then in any such case, Carrier may, by written notice to Shipper, suspend provision of Services to Shipper under this Agreement and, if any such Shipper Default has not been remedied within an additional period of ten (10) days following such suspension, Carrier may, by written notice to Shipper, terminate this Agreement with any such suspension or termination to

be effective upon receipt of the applicable notice by Shipper. The remedies set forth in this Agreement are non-exclusive. Nothing herein shall limit Carrier's right to exercise any legal or equitable rights to which it may be entitled.

12.6. Bankruptcy and Insolvency. Carrier has the right to terminate this Agreement by giving written notice to Shipper, if Shipper or any guarantor or provider of a Financial Assurance, as the case may be:

- (a) files a voluntary application in or for liquidation, receivership or bankruptcy;
- (b) is finally and validly declared and adjudged to be liquidated, bankrupt or insolvent;
- (c) is subject to an order by any court of competent jurisdiction for its winding up;
- (d) is the subject of an appointment of a receiver or receiver and manager or like officer of the whole or any material part of its assets;
- (e) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process, such as involuntary bankruptcy, levied, enforced or sued on it or against all or substantially all its assets; and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within twenty (20) calendar days thereafter; or
- (f) is the subject of an appointment of an administrator, official manager or like officer in circumstances where Shipper or any guarantor or provider of a Financial Assurance, as the case may be, is or is likely to become insolvent.

Such termination shall be effective upon the expiry of a ten (10) calendar day period from the date of delivery of such written notice unless, within such period, Shipper has provided a Financial Assurance to Carrier.

12.7. Carrier Defaults. A "Carrier Default" shall be the occurrence and continuation of a material breach or default by Carrier of any of its obligations under this Agreement,

unless such material breach or default occurs as a result of a breach or default by Shipper of its obligations under this Agreement.

12.8. Notice of Carrier Default. Upon the occurrence of a Carrier Default, Shipper may provide written notice to Carrier, describing the Carrier Default in reasonable detail and requiring Carrier to remedy the Carrier Default (the “Carrier Default Notice”). If (a) a Carrier Default comprising Carrier’s failure to make any payment due hereunder has not been remedied within ten (10) calendar days following receipt by Carrier of a Carrier Default Notice, or (b) a Carrier Default comprising Carrier’s failure to comply with any obligation under this Agreement, other than a payment obligation, has not been remedied within thirty (30) calendar days after receipt by Carrier of written notice specifying the failure, or, if such failure is not reasonably capable of being cured within a thirty (30) calendar day period, but Carrier expeditiously commences to cure same following its receipt of written notice from Shipper and diligently proceeds with such cure, within such longer period of time as shall be reasonably necessary to cure such failure, then in any such case, Shipper may, by written notice to Carrier, inform Carrier of its intention to terminate this Agreement if such Carrier Default is not cured within an additional ten (10) calendar day period, and if any such Carrier Default has not been remedied within such period of ten (10) calendar days, Shipper may, by written notice to Carrier, terminate this Agreement, any such termination to be effective upon receipt of such termination notice by Carrier. The remedies set forth in this Agreement are non-exclusive. Nothing herein shall limit Shipper’s right to exercise any legal or equitable rights to which it may be entitled.

13. Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided that this Agreement shall not be assigned by Shipper without the prior written consent of Carrier, which consent shall not be unreasonably withheld. Carrier shall be entitled to assign this Agreement or any of its rights hereunder without restriction. In the case of any assignment by Shipper, Shipper shall remain liable for payment of any portion of any Monthly Deficiency Payment which is due and not paid by Shipper's assignee in accordance with the terms of this Agreement.

14. Enforceable Right.

It is expressly understood that the provisions of this Agreement do not impart enforceable rights in anyone who is not a Party or a successor or permitted assign of a Party hereto.

15. Entire Agreement.

This Agreement expresses the entire agreement of the Parties with respect to its subject matter, and all prior or contemporaneous agreements or negotiations are hereby superseded. This Agreement may be modified or amended only by a writing executed by the Parties. Notwithstanding the foregoing, the Rate Tariff and Rules Tariff are subject to amendment by Carrier from time to time in accordance with Applicable Law.

16. Independent Contractor Status.

Should either Party perform work for the other pursuant to this Agreement, it shall perform such work as an independent contractor and shall not be deemed to be an agent or employee of the other.

17. Headings.

The headings in this Agreement are for the purpose of reference only and shall not limit or define the meaning hereof.

18. Dispute Resolution.

The Parties shall promptly attempt in good faith to resolve any claim, dispute or controversy relating to or arising out of this Agreement by negotiations between executives who have authority to settle the controversy and who are at a higher level of management than those directly involved in the dispute. In the event any such dispute arising out of or in connection with this Agreement, including any questions regarding its existence, validity or termination, has not been resolved by the Parties by settlement or agreement within a period of forty-five (45) days after the claim, dispute or controversy has been brought to the attention of the Parties hereto, the Parties may exercise any rights they may have at law or in equity to resolve such claim, dispute or controversy, including bringing a claim in a court of competent jurisdiction.

19. NO JURY TRIAL.

EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

20. Waiver.

The failure of either Party to pursue any remedy resulting from a breach of this Agreement by the other Party shall not be construed as a waiver of that breach or of any subsequent or other breach of this Agreement.

21. Notices.

All notices and communications given by a Party to the other Party shall be in writing and shall be delivered either personally, by prepaid registered post, by prepaid courier service or by facsimile or other telecommunications which produces a written copy of the notice or communication addressed as follows:

If to Carrier:

BP Pipelines (North America) Inc.

4101 Winfield Road

Warrenville, IL 60555

Attention: Managing Attorney, US Pipelines & Logistics

Fax No.:

If to Shipper:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A Party may change its address for notices and communications by notice to the other Party in the manner provided for in this Section 21.

22. Construction.

22.1. Unless otherwise expressly specified herein, (i) defined terms in the singular shall also include the plural and vice versa, (ii) the words “hereof”, “herein”, “hereunder” and other similar words refer to this Agreement as a whole, (iii) Section and Attachment references in this Agreement are to Sections of or Attachments to this Agreement, and

(iv) words of any gender (masculine, feminine, neuter) mean and include correlative words of the other genders.

22.2. The captions in this Agreement are for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

22.3. Unless the context otherwise requires, “including” means “including without limitation.”

22.4. No presumption will operate in favor of or against any Party as a result of any responsibility that any Party may have had for drafting this Agreement.

23. Confidentiality.

23.1. Except as required by Applicable Law, Shipper shall not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, or otherwise publicly announce or disclose or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the terms, conditions or substance of this Agreement or the transactions contemplated herein.

23.2. Carrier hereby agrees that, except as required by Applicable Law, it shall not disclose or cause or permit to be disclosed to third parties (other than Carrier’s or its affiliated entities’ counsel, directors, officers, employees and/or consultants on a need to know basis) the specific Volume Commitments of Shipper; provided that nothing in the foregoing shall restrict disclosure of the total committed volumes of all Committed Shippers or the individual Volume Commitments of Shipper on an unattributed basis.

23.3. Shipper hereby agrees that, except as required by Applicable Law, it shall not disclose or cause or permit to be disclosed to third parties the terms of this Agreement

(other than Shipper's or its affiliated entities' counsel, directors, officers, employees and/or consultants on a need to know basis).

23.4. Survival. The provisions of this Section 23 shall survive any termination of this Agreement.

24. Further Assurances.

From time to time, as and when reasonably requested by either Party, the other Party will execute and deliver or cause to be executed and delivered all such documents and instruments and will take or cause to be taken further or other actions to implement or give effect to this Agreement, provided such documents, instruments or actions are consistent with the provisions of this Agreement and accepted industry practice. All such further documents, instruments or actions will be delivered or taken at no additional consideration other than reimbursement of any expenses reasonably incurred by the Party providing such further documents or instruments or performing such further acts, by the Party at whose request such documents or instruments were delivered or acts performed.

25. No Waiver.

The waiver by any Party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach or violation hereof.

26. Governing Law.

This Agreement is intended by the Parties to be interpreted and implemented in accordance with the laws of the State of Texas without giving effect to the conflict of law rules thereof.

27. Counterparts.

This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

**IN WITNESS THEREOF**, this Agreement is executed on the dates set forth below the respective execution lines, but effective as of the Effective Date.

**SHIPPER:**

[Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CARRIER:**

**BP Pipelines (North America) Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A**

### **Minimum Volume Commitment**

“Minimum Volume Commitment” means

\_[ ] bbls of crude petroleum per day. A Minimum Volume Commitment of five (5) mbd is required.

## Attachment B

### An illustration of FERC indexing methodology to the Base Tariff Rates

Committed Rates may change annually effective July 1 as follows:

Prior year Committed Rate x (1 + FERC Index Percentage) = new Committed Rate

Where **FERC Index Percentage** means the annual methodology for oil pipelines to change their rates through use of an index system that establishes ceiling levels for such rates **and** is greater than zero.

For example, if the prior year Committed Rate is \$1.37 per barrel (bbl) and the FERC Index Percentage equals 2%, the new Committed Rate would be calculated as:

$$\$1.37/\text{bbl} \times (1 + .02) = \$1.40/\text{bbl}$$

If the FERC Index Percentage was -2%, the Committed Rate would not change.

## Attachment C

### Monthly Deficiency Payment Determination

#### Example of Monthly Deficiency Payment

Assume: Minimum Volume Requirement is [v] mbd

Actual Shipments during the Month of October 2009 is [w] bbls

Thus: Minimum Volume Commitment = [v] mbd x 31 days = [x] Deficiency Rate = \$1.37 per bbl\*

Monthly Deficiency Quantity = [x] - [w] = [y] bbls

Therefore: Monthly Deficiency Payment = (\$1.37 x [y]) = \$[z]

Duration: This Monthly Deficiency Payment will be carried forward on a bbl for bbl basis as Prepaid Volumes for a period of twelve (12) calendar months after the end of Month in which the deficiency occurred (i.e., it will be applicable to shipments in excess of the full Minimum Volume Commitment in the months of November 2009 through October of 2010).

\* The \$1.37 per bbl deficiency rate is subject to increase under Section 4.

**Attachment D**

**Proforma Rate and Rules and Regulations Tariff**