

U.S. Oil Trading LLC



TO OUR NEW CUSTOMER:

We are pleased that you are interested in purchasing product(s) from U.S. Oil Trading LLC ("U.S. Oil") in the near future. To help us prepare for your purchases, we have enclosed the following documents:

* **Credit Application**

Includes a request for financial statements which is a necessary step for an open line of credit. Please include your last two year-end financial statements with footnotes, preferably audited or prepared by an outside accounting firm. We assure you that all information provided will be held in strict confidence.

* **Customer Agreement for Preauthorized Invoice Payment** and an informational letter on our Electronic Funds Transfer System (ACH). (Not applicable to a prepayment account.)

* **Customer Tax Information**

* **Amended and Restated Carrier Access and Asphalt Product Loading Agreement for the Marshall Avenue Facility**

If you plan on picking up asphalt products for your account, you will be required to sign and return this agreement. The agreement requires that you provide U.S. Oil with a certificate of insurance before your trucks will be allowed to enter the Facility.

* **Carrier Authorization**

If you plan on having carriers pick up fuel for your account, you will be required to sign and return this form. All carriers are required to sign the Carrier Access and Rack Loading Agreement for the Marshall Avenue Facility and to provide U.S. Oil with a certificate of insurance before their trucks are allowed to enter the Facility.

* **Department of Transportation, 49 CFR Part 172 – Compliance Statement**

The Department of Transportation (DOT) has issued regulations concerning the security of hazardous materials transported in commerce. The regulations require shippers and carriers of certain highly hazardous materials to develop and implement security plans and assure that their employee-training program includes a security component. Some of these hazardous materials are transported to and from our facility.

In order to comply with DOT regulations, U.S. Oil requires all of its carriers to complete a compliance statement stating that the carrier has developed and implemented a security plan in accordance with DOT 49 CFR Part 172.

If the material being carried does not fall into the hazardous materials classification, please check the appropriate box and sign the compliance statement. Please contact, via e-mail, at deb@usor.com if you have any questions.

Please sign and return these documents to the attention of Carmen I. Montero, Assistant Manager Treasury Services. If you have any questions, please do not hesitate to contact the Treasury Services Team at (253) 383-1651, or e-mail us at cim@usor.com.

Enclosures

U.S. OIL TRADING LLC
3001 MARSHALL AVENUE (Zip 98421-0116)
P.O. BOX 2255 (Zip 98401-2255) • TACOMA, WASHINGTON
PHONE (253) 383-1651 • FAX (253) 383-9970

CREDIT APPLICATION

BUSINESS NAME: _____
DATE ESTABLISHED: _____ PHONE: _____ FAX: _____
STREET ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
INVOICE E-MAIL: _____ ACH E-MAIL: _____ BILL: GROSS [] NET []
BUSINESS TYPE: SOLE PROPRIETORSHIP []* PARTNERSHIP []* C-CORP [] LLC [] S-CORP []
*(If Sole Proprietorship or Partnership, please see reverse side also).
IF SUBSIDIARY, NAME OF PARENT COMPANY: _____

PLEASE ATTACH A LIST OF THE PRINCIPAL OFFICERS, MEMBERS, OR OWNERS.

FINANCIALS:

BALANCE SHEET/INCOME STATEMENT¹ ENCLOSED [] WILL MAIL []
MONTHLY REQUIREMENTS (APPROXIMATE): \$ _____ BBLS: _____ PRODUCT(S): _____

BANK REFERENCE:

BANK: _____ BRANCH: _____ PRIMARY ACCT. #: _____
ACCOUNT OFFICER: _____ PHONE: _____ FAX: _____

SUPPLIERS OR TRADE REFERENCES (Include your Customer Account Number):

NAME: _____ PHONE: _____ FAX: _____
ACCOUNT NO.: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
NAME: _____ PHONE: _____ FAX: _____
ACCOUNT NO.: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
NAME: _____ PHONE: _____ FAX: _____
ACCOUNT NO.: _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

SPECIAL CONDITIONS:

A finance charge of 12% per annum or Prime + 4%, whichever is greater, will be applied to all delinquent invoices. In the event legal action is required due to delinquency on my account, it is agreed that the applicant will pay all attorneys fees and court costs as a result thereof. A service fee of \$35.00 will be charged for any returned check or ACH payment.

AUTHORIZATION

Applicant's signature certifies that the above information is correct and acknowledges the special conditions. As part of this application for credit, we grant permission to contact consumer credit reporting agencies, commercial credit reporting agencies, and any or all of the trade and bank references listed above, together with any other references which may be provided by these trade and bank references.
OWNER OR OFFICERS

SIGNATURE: _____ TITLE: _____ DATE: _____
PRINT NAME: _____

¹ NOTE: Financial information is required in order to consider an open line of credit. Please provide the **last two** fiscal year-end financials and the most current year to date interim financial statements.

U.S. OIL TRADING LLC

AUTHORIZATION TO CHECK INDIVIDUAL CREDIT HISTORY

FULL NAME: _____

RESIDENTIAL ADDRESS: _____

DATE OF BIRTH: _____

I hereby authorize the business to whom this application is made to check my individual credit history in connection with a business transaction involving the firm making this application.

SIGNATURE

DATE

FULL NAME: _____

RESIDENTIAL ADDRESS: _____

DATE OF BIRTH: _____

I hereby authorize the business to whom this application is made to check my individual credit history in connection with a business transaction involving the firm making this application.

SIGNATURE

DATE

FULL NAME: _____

RESIDENTIAL ADDRESS: _____

DATE OF BIRTH: _____

I hereby authorize the business to whom this application is made to check my individual credit history in connection with a business transaction involving the firm making this application.

SIGNATURE

DATE

NEW: _____

CHANGE: _____

EFFECTIVE DATE: _____

CUSTOMER AGREEMENT FOR PREAUTHORIZED INVOICE PAYMENT

I hereby authorize U.S. Oil Trading LLC to initiate electronic fund transfers from my depository financial institution account indicated below and authorize my depository financial institution to honor these transfers.

NAME AS IT APPEARS ON THE ACCOUNT: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ E-MAIL: _____

DEPOSITOR FINANCIAL INSTITUTION: ¹ _____

PHONE: _____

BRANCH: _____ CITY: _____ STATE: _____ ZIP: _____

ABA Number: _____ ACCOUNT NUMBER: _____
(please attach a void check)

PLEASE INDICATE: CHECKING _____ OR SAVINGS _____

* * * * *

ADDITIONAL TERMS AND CONDITIONS:

I understand that this agreement will remain in effect until U.S. Oil Trading LLC ("U.S. Oil") has received written notice from me that it should be cancelled. This notice shall be given at least 30 days prior to the effective date of cancellation.

I understand that U.S. Oil will notify my company three (3) working days prior to the funds transfer occurring via E-mail. I have the right to a stop payment of a transfer from my depository financial institution account to U.S. Oil. I must notify my depository financial institution at least two (2) banking days before the scheduled payment date.

I understand that U.S. Oil will charge a service fee of \$35.00 for any returned ACH items, which will be collected at the time the returned item is paid.

I understand that a "stop payment of transfer" may also discontinue product availability until my account with U.S. Oil is satisfied.

I understand that when items are in dispute, U.S. Oil must be notified at least one (1) work day, by 10:00AM, prior to the scheduled payment date, to stop the draft for the disputed amount until it has been reconciled.

SIGNATURE: _____ TITLE: _____ DATE: _____

PRINT NAME: _____

¹ The Financial Institution must be a member of the National Automated Clearing House Association (NACHA).

CUSTOMER TAX INFORMATION FOR PURCHASES OF PRODUCTS BY STATE
**ASPHALT PAVING PRODUCTS, FLUX, VACUUM GAS OILS, AND OTHER PRODUCTS NOT
SUBJECT TO STATE AND FEDERAL FUEL TAXES IN STATE OF WASHINGTON
(NOT FOR DELIVERY INTO FUEL TANKS OF MARINE VESSELS)**

FILE: F:\GRP\ACCT\WORD\CUST-TAX\WA\NON-FUEL\ASPHWA.doc

UPDATED: August 2008

THIS CUSTOMER TAX INFORMATION WAS WRITTEN UNDER THE ASSUMPTION THAT THE FOB POINT (WHERE TITLE PASSES) WOULD BE IN THE STATE OF WASHINGTON. IF THE FOB POINT IS IN ANOTHER STATE, THE CUSTOMER TAX INFORMATION FOR THAT OTHER STATE SHOULD BE CONSULTED FOR THE APPROPRIATE TAX INFORMATION.

SEE THE ATTACHED TABLE OF TAX RATES FOR THE CURRENT RATES ON THE TAXES DESCRIBED BELOW.

WASHINGTON SALES TAX

All purchases in Washington (except as noted below) are subject to the applicable Sales Tax unless the purchaser completes and submits to U.S. Oil a valid **Resale Certificate** (see attached certificate A). Please complete this Certificate and mail it to U.S. Oil as soon as possible. The applicable Sales Tax rate for shipments originating in Tacoma, regardless of destination, is the rate for the City of Tacoma. The basis for the tax includes the product and freight and other charges billed on the invoice.

In addition, purchasers of asphalt paving products for use in Washington are required to complete the **Supplement to Resale Certificate Given to U.S. Oil Trading LLC** (see attached supplement certificate S). Please complete the supplement certificate and mail it to U.S. Oil as soon as possible.

For purchases made for export from Washington State (but not for resale), special rules exempting some purchases from the sales tax apply to purchases of the above products in Washington for export by the purchaser to foreign countries and to Alaska, Hawaii, and U.S. territories and possessions (Rules 193 and 193C). In such cases, please consult U.S. Oil's Corporate Tax Manager. These exemptions do not apply to sales for export to Oregon and other contiguous states. Thus purchases made by a user of the above products from Oregon would be subject to the Sales Tax.

This information is provided for the general information of U.S. Oil's customers. It should not be used for any specific situation. It is not intended to be legal or tax advice. Please consult your tax adviser for assistance with your own tax situation.

MULTI-JURISDICTIONAL SALES TAX EXEMPTION CERTIFICATE

RESALE CERTIFICATE

ISSUED TO: **U.S. Oil Trading LLC**
P.O. Box 2255
Tacoma, WA 98401

I certify that _____ is in the business of _____ and is engaged as a registered _____ Wholesaler, _____ Retailer, _____ Manufacturer, or _____ Other, and, as such, is registered with the below-listed states and cities within which your firm would deliver purchases to us, and that all tangible personal property described below which I will purchase from U.S. Oil Trading LLC will be purchased for resale in the regular course of business without intervening use by me, or for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property of which the property purchased will be an ingredient, or a chemical used in processing the same. I acknowledge that I am solely responsible for purchasing within the categories listed below.

I further certify that if any property so purchased tax-free is used or consumed by the firm as to make it subject to a sales or use tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you unless otherwise specified and shall be valid until canceled by us, in writing, or revoked by the City or State.

PLEASE CHECK THE DESCRIPTION OF ITEMS TO BE PURCHASED SUBJECT TO THIS CERTIFICATE

- | | | |
|---|---|---|
| <input type="checkbox"/> JET FUEL | <input type="checkbox"/> STOVE OIL | <input type="checkbox"/> DIESEL |
| <input type="checkbox"/> HEATING OIL | <input type="checkbox"/> MARINE GAS OIL | <input type="checkbox"/> MARINE FUEL OILS |
| <input type="checkbox"/> ASPHALTS | <input type="checkbox"/> HEAVY FUEL OILS | <input type="checkbox"/> RAW VACUUM GAS OIL |
| <input type="checkbox"/> GASOLINE | <input type="checkbox"/> GASOLINE BLENDSTOCKS | <input type="checkbox"/> CRUDE OIL |
| <input type="checkbox"/> OTHER (SPECIFY) _____ | | |

STATES-CITIES REGISTERED IN:

| <u>STATE-CITY</u> | <u>SALES TAX RESALE CERT. # OR REGISTRATION #</u> | <u>DATE ISSUED</u> |
|-------------------|---|--------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I acknowledge that misuse of the resale privilege claimed by use of this certificate in Washington State subjects the buyer to a penalty of 50 percent of the tax due, in addition to the tax, interest, and any other penalties imposed by the Revised Code of Washington. I acknowledge that I may, also, be subject to penalties imposed by other jurisdictions for misuse of the resale certificate.

I swear or affirm that the information on this form is true and correct as to every material matter.

| | | | |
|------------------------------|--|-------|----------|
| Print Name of Person Signing | Name of Buyer | | |
| Signature and Date Signed | Buyer's Federal Employer Identification Number | | |
| Buyer's Address | City | State | Zip Code |

Effective date: _____ through _____ (not to exceed 4 years)

SUPPLEMENT TO RESALE CERTIFICATE GIVEN TO U.S. OIL TRADING LLC

(Additional Information About Asphalt Purchases In Washington)

I hereby certify that the Purchaser is entitled to give a resale certificate to U.S. Oil Trading LLC for asphalt because Purchaser uses asphalt for (please check the appropriate line):

_____ Construction of state-owned roads, bridges, or parking facilities

_____ Construction of private roads, parking lots, or driveways

_____ Resale -- i.e., Purchaser does not install the asphalt but resells it in the ordinary course of business prior to any actual use

_____ Dual purpose -- i.e., Purchaser buys asphalt principally for resale, although some of the asphalt purchased will be applied by the purchaser in constructing roads owned and operated by the city, county, or federal government. Purchaser will pay any sales tax due on such purchases directly to the Department of Revenue.

Purchaser's Name

WA State Registration Number

Address

Address

Authorized Signature

Title of Person Signing

**AMENDED AND RESTATED
CARRIER ACCESS AND ASPHALT PRODUCT LOADING AGREEMENT
FOR THE MARSHALL AVENUE FACILITY**

This Carrier Access and Asphalt Product Loading Agreement for the Marshall Avenue Facility (the "Agreement") is hereby made by and between U.S. Oil & Refining Co., a Delaware Corporation, ("U.S. Oil") and U.S. Oil Trading LLC, a Delaware limited liability company, ("Trading") on one hand, and _____, a carrier of petroleum products, ("Carrier") on the other hand.

RECITALS

U.S. Oil operates an asphalt product loading facility at 3001 Marshall Ave., in Tacoma, WA with an automatic weigh scale. Collectively, the loading facility and the automated weigh scale shall be referred to as the "ALS". The ALS permits authorized carriers to participate in the loading of and to remove from the facility various asphalt products and molten sulphur for the account of Trading's customers ("Customers") as a "Customer Carrier", for the account of Trading as a "Trading Carrier" or for its own account as a "Self Carrier". Carrier has requested that U.S. Oil allow Carrier, its employees and agents ("Carrier Personnel") to use the ALS to perform this service at U.S. Oil's facility.

In consideration of the mutual benefits to be derived hereunder, the parties agree as follows:

AGREEMENTS

1. Operation of ALS: Upon the signing of this Agreement by Carrier and, (a) if Carrier is acting as a Customer Carrier, upon authorization from a Customer by Proper Notice (as defined in Section 9. of this Agreement) or, (b) if Carrier is acting as a Trading Carrier, upon authorization by Trading, and subject to compliance with other provisions of this Agreement, U.S. Oil shall allow Carrier to participate in the loading of various asphalt products and molten sulfur sold by Trading using the ALS and to remove the products from the facility. Carrier shall provide to U.S. Oil and Trading Proper Notice for each driver the Carrier wishes to use the ALS and subject to compliance with other provisions of this Agreement, U.S. Oil agrees to assign to each individual driver so authorized by Carrier ("Driver") a unique driver number ("Driver Number"). Each Driver will select a personal identification number ("PIN") upon first use by the Driver of the ALS. These two numbers ("Driver Identification Numbers") will give the Driver access to, and the ability to operate, the ALS. These Driver Identification Numbers are intended to permit only the Driver to physically access the ALS.
2. Non-liability of U.S. Oil and Trading: U.S. Oil and Trading shall not be liable to Carrier, directly or indirectly, for:

- (a) Any demurrage or Carrier's inability to load or delay in loading which may occur at the ALS as the result of any cause whatsoever, including, without limitations, any denial of loading on account of Customer credit situations, any facility closing or equipment failure, or the suspension or termination of the right of Carrier or any Carrier Personnel to use the ALS;
- (b) Any damage, loss or injury to any person or the property of Carrier or for any liability, damages, costs, and other expenses, including attorney's fees, which may be imposed upon, incurred by or asserted against Carrier in connection with or as a result of any claim alleging damage, loss or injury to person or property caused by or related in any way, directly or indirectly, to Carrier's presence at or use of the ALS; or
- (c) Any failure of U.S. Oil or Trading to assist in or supervise the use of the ALS.

In no event shall U.S. Oil or Trading be liable or responsible for any special, incidental or consequential damages under any theory of liability. The provisions of Section 2 Paragraph (b) shall not apply to the extent any damage, loss or injury is caused by the negligence or intentional acts or omissions of U.S. Oil or Trading.

3. Indemnification of U.S. Oil and Trading: Carrier agrees that it is responsible for and agrees to indemnify U.S. Oil and Trading and all of their respective, members, managers, officers, directors, employees, contractors and agents ("Indemnified Persons") for and hold all Indemnified Persons harmless from:
- (a) All liability, damages, costs or other expenses, including attorney's fees of counsel approved by U.S. Oil and Trading, which may be claimed against, imposed upon or incurred by any Indemnified Persons in connection with or as the result of any claim asserted by any third party, including Carrier Personnel, for loss, damage or injury to person or property caused by, resulting from or related in any way to a breach of this Agreement by Carrier and/or Carrier's presence at or use of the ALS and/or transportation of petroleum products (including, but not limited to, loading at or use of the facility or the operation, condition or maintenance of any transport vehicle); and
 - (b) All loss, injury or damage to property of U.S. Oil or Trading and Carrier's property in the care, custody or control of U.S. Oil which, directly or indirectly, is caused by, results from or is related in any way to a breach of this Agreement by Carrier or to the negligence or intentional acts or omissions of Carrier or any Carrier Personnel.

Carrier's duty to indemnify U.S. Oil and Trading shall not apply to liability for damages arising out of bodily injury to persons or damages to property to the extent caused by or resulting from the negligence or intentional acts or omissions of U.S. Oil or Trading, respectively.

Carrier specifically and expressly waives any immunity that may be granted to it by or under the Washington State Industrial Insurance Act, RCW Title 51, (the "Act") or any comparable law. Further, the indemnification obligations of Carrier under this Agreement shall not be limited in any way by any limitation on benefits payable to or for any third party under the Act or any comparable law. **By their signatures immediately below this paragraph, the parties confirm that they have mutually negotiated the foregoing waiver.**

U.S. Oil & Refining Co.

Carrier: _____

By: _____

By: _____

Title: _____

Title: _____

U.S. Oil Trading LLC

By: _____

Title: _____

4. Obligations of Carrier: Carrier agrees with and warrants to U.S. Oil and Trading as follows:
- (a) Carrier acknowledges that previous users may have left the ALS in an unsafe condition. It shall be the responsibility of Carrier and its Carrier Personnel to observe apparent or reasonably discoverable safety hazards and either correct them or immediately report them to U.S. Oil and refrain from using the ALS until such safety hazard is removed or remedied.
 - (b) If Carrier is acting as a Customer Carrier, Carrier shall obtain, and provide to U.S. Oil and Trading, Proper Notice from Customer to allow Carrier to participate in the loading of and to remove from the facility various asphalt products and molten sulphur for the account of Customer.
 - (c) At the time of each loading, if Carrier is acting as a Customer Carrier, Carrier acknowledges that Driver is solely responsible for selecting the correct Customer on the ALS data screen who has engaged Carrier to load and transport the petroleum products loaded. If Carrier is acting as a Trading Carrier, Carrier acknowledges that Carrier's Driver is solely responsible for selecting the correct Customer on the ALS data screen for whom Trading has engaged Carrier to load and transport the petroleum products loaded. If Carrier is acting as a Self-Carrier, Carrier acknowledges that Carrier's Driver is solely responsible for selecting the Carrier's name as the customer on the ALS data screen.
 - (d) Carrier acknowledges that each PIN has been selected by its Driver and not by U.S. Oil and that each Driver is solely responsible for the selection, use, and

protection of the security of such PIN. Carrier assumes full responsibility for assuring that each of its Drivers uses the Driver Identification Numbers and obtains petroleum products only for the account of a Customer who has agreed with Trading to pay for such products or for the Carrier itself. Carrier assumes full responsibility for, and shall pay Trading's posted market price plus applicable taxes for, all petroleum products obtained through the use of Driver Identification Numbers of Carrier Personnel, which have not been authorized and purchased by a Customer or authorized by Trading, including any fraudulent loadings or any unintended loadings, provided, however, that Carrier shall not be liable to U.S. Oil or Trading for unauthorized use of any Driver Identification Numbers which may occur after a reasonable period of time following U.S. Oil's receipt of Proper Notice from Carrier of Carrier's withdrawal of authorization of an individual Driver to access the ALS. Carrier agrees to require that, when any Carrier's Driver knows or suspects that the confidentiality of his or her PIN has been violated, the Driver will immediately contact U.S. Oil to have his or her PIN changed.

- (e) Carrier warrants that the Drivers it has authorized to access the ALS have, and will continue to have, valid commercial drivers' licenses appropriate for the type of transport vehicles that the Drivers operate in the U.S. Oil facility. Carrier further warrants that its Drivers have received, and will in the future be provided with, copies of and are familiar with U.S. Oil ALS regulations and procedures, are able to read the warning and instructional signage posted at the U.S. Oil facility and are sufficiently fluent in English to verbally communicate in English with U.S. Oil employees. Carrier further warrants that its Drivers and any other Carrier Personnel have completed training and demonstrated competence in the use and operation of the ALS, including training required by WAC 173-180C.
- (f) Carrier warrants that all transport equipment used by Drivers or other Carrier Personnel in connection with the ALS system will be free from any material defects, will comply with all federal, state and local laws, regulations and rules applicable to such equipment and the operation thereof and will be suitable in all respects for loading and transportation of the product(s) loaded at the ALS.
- (g) Carrier shall abide by and follow, and ensure that all Carrier Personnel abide by and follow, all current operating and safety procedures ("Procedures") that are contained in U.S. Oil's training materials for drivers. Carrier acknowledges its Drivers have been trained in these Procedures. U.S. Oil may amend or supplement such Procedures from time to time and will post notice of such changes at locations readily visible to Drivers. Revisions to the Procedures shall be effective upon such posting. U.S. Oil shall notify Carrier of such changes, when appropriate, by mail or such other means agreed to jointly by U.S. Oil and Carrier.
- (h) In its discretion, U.S. Oil or Trading may decline to give approval for, or may withdraw its approval of, the use of the ALS by any Carrier or Carrier Personnel at any time. In such a case and when practical, U.S. Oil or Trading will advise

Carrier of such action first by telephone at the telephone number listed below for Carrier on page 7 and then in accordance with the provision of Section 9.

5. Insurance of Carrier: For the duration of this Agreement, Carrier agrees to maintain, and to require any agent or contractor of Carrier using the ALS on behalf of Carrier to maintain, at its own expense:
- (a) Workers' Compensation Insurance (including Employer's Liability if provided) complying with all requirements of applicable Federal or State Law; and
 - (b) Public Liability Insurances, provided by insurers satisfactory to U. S. Oil, consisting of:
 - (i) Commercial General Liability including (A) Personal Injury; (B) Contractual Liability; (C) Owner's & Contractor's Protective; (D) Broad Form Property Damage; (E) Products & Completed Operations; and (F) Washington Stop Gap;
 - (ii) Commercial Automobile Liability insuring all vehicles owned, leased, hired or used by Carrier or any agent or contractor of Carrier and including, where applicable, Endorsement Form MCS-90;
 - (iii) Such Excess (or Umbrella) insurance as will, in combination with (b)(i) and (b)(ii) above, provide a total limit of liability of \$2,000,000 any one accident or occurrence in respect of bodily injury or death, personal injury and/or damage to property, and \$2,000,000 aggregate in respect of any coverage having an Aggregate Limit of Liability.

Each such Public Liability Insurance shall:

- (xi) name U.S. Oil and Trading as additional insureds with respect to activities of the Carrier or its agent or contractor; and
- (xii) provide that such insurance is primary (not subject to Other Insurance provisions) with respect to U. S. Oil and Trading.

All policies shall provide that such insurance may not be non-renewed, cancelled or materially changed without first having given U. S. Oil and Trading thirty (30) days' prior written notice of such non-renewal, cancellation or material change.

Carrier, for the duration of this Agreement, shall provide to U. S. Oil and Trading certificates of insurance evidencing the Public Liability Insurances specified in Section 5. Paragraph (b) Subparagraphs (i) and (ii), the endorsement of such policies to name U.S. Oil and Trading as additional insureds and that such insurances comply with the provisions of the preceding two paragraphs (a) and (b).

In the event any other agreement between U.S. Oil and Carrier, or Trading and Carrier, requires Carrier to maintain insurance providing additional coverage and/or higher minimum coverage limits than provided above, such coverage requirements and limits shall apply in lieu of the coverage and limits provided herein.

6. Term: This Agreement shall continue in effect until terminated by one of the parties hereto. Any party may terminate this Agreement and Carrier's use of the ALS by delivery of Proper Notice of termination to the other parties. Such termination shall be effective as of the date the Proper Notice is received and shall not in any respect release or discharge Carrier from, nor impair or affect, any obligations, indebtedness or liabilities of Carrier to U.S. Oil or Trading arising under or existing pursuant to this Agreement prior to such termination.
7. Relationship: Nothing in this Agreement shall be deemed to create the relationship of principal and agent, employer and employee, lessor and lessee, partnership, joint venture or any other relationship between U.S. Oil and Carrier or Trading and Carrier, except as specified in this Agreement. Carrier and its employees, contractors, and agents shall in no respect be deemed to be the agents, employees or servants of U.S. Oil or Trading on account of Carrier's service as a Carrier.
8. Arbitration: Any controversy or dispute arising under or in relation to this Agreement between the parties hereto which cannot be resolved by the parties themselves shall be settled by arbitration in Tacoma, Washington in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party in such proceeding shall be entitled to recover all of its costs and expenses incurred in connection therewith, including its reasonable attorney's fees.
9. Form of Notices: Whenever under this Agreement a provision is made for notice by Carrier or Customer to U.S. Oil or Trading, such notice shall first be by telephone to U.S. Oil's Scalehouse at (253) 383-1651. Carrier shall promptly confirm such verbal notice by facsimile at (253) 383-6010 and by registered or certified mail (return receipt requested), addressed to the attention of the Asphalt/Lt. Products Shipping Manager at the address below for U.S. Oil on page 7. Alternatively, Carrier or Customer may send an e-mail message to "autoload@usor.com" provided that Carrier or Customer receives acknowledgement from U.S. Oil that the e-mail message was received. For any notice by U.S. Oil or Trading to Carrier and, except as provided for in Section 4. Paragraph (g), such notice shall be by registered or certified mail (return receipt requested) addressed to the address printed below Carrier's signature on page 7 or to such other address as may be hereafter furnished by written notice to U.S. Oil or Trading. Notice provided as described in this Section 9. shall be referred to as "Proper Notice."
10. Miscellaneous: This Agreement and each of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Agreement shall be governed by

and construed under Washington law. This Agreement amends, restates and supersedes the Carrier Access and Asphalt Product Loading Agreement For Marshall Avenue Facility between U.S. Oil and Carrier dated N/A and constitutes the entire agreement between the parties with regard to the use of the ALS and may be altered or amended only by duly executed written agreement of the parties. The signatories to this Agreement warrant that they have the authority to bind the parties to this Agreement. Carrier warrants that it has expressly delegated the authority to convey Proper Notice to all Carrier Personnel conveying the required notices to U.S. Oil and Trading on behalf of Carrier.

IN WITNESS WHEREOF, this Agreement has been executed by U.S. Oil, Trading and Carrier this ____ day of _____, 20__.

U.S. Oil & Refining Co.

Carrier: _____

EIN: _____

By: _____

By: _____

Title: _____

Title: _____

Carrier Address:

U.S. Oil & Refining Co.
PO Box 2255
Tacoma, WA 98401-2255

U.S. Oil Trading LLC

By: _____

Title: _____

U.S Oil Trading LLC

NOTE: Parties must also sign this Agreement on page 3.

U.S. OIL TRADING LLC
3001 MARSHALL AVENUE (Zip 98421-0116)
P.O. BOX 2255 (Zip 98401-2255) • TACOMA, WASHINGTON
PHONE (253) 383-1651 • FAX (253) 383-9970

CARRIER AUTHORIZATION

The following carriers are authorized to lift product for: _____
(Company Name)

AUTHORIZED CARRIERS

X *Please indicate with an X*

____ BLUE LINE TRANSPORTATION

____ OWEN ENTERPRISES INC

____ CASCADE TRANSPORTATION PORTLAND

____ REINHARD DISTRIBUTING

____ COAST TANK LINES INC

____ R L WOOD

____ GENERAL TRANSPORT CO.

____ UNITED MOTOR FREIGHT

____ GRAHAM TRUCKING

____ SELF(your company)LOAD ONLY

____ HARRIS TRANSPORTATION

ADDITIONAL CARRIERS

____ JET STAR INC.

____ K & M ENTERPRISE

____ LAKESIDE HAULING INC

____ LEE & EASTES TANK LINES INC

***PLEASE LIST "DESTINATIONS" ON PAGE 2.**

I authorize the above carriers to haul product on my account at U.S. Oil Trading LLC and will notify U.S. Oil of any changes in writing. *(fax, e-mail or postal)*

SIGNATURE: _____

TITLE: _____

PRINT NAME: _____

DATE: _____



U.S. OIL TRADING LLC

Department of Transportation, 49 CFR Part 172

Hazardous Materials: Security Requirements for Offerors and Transporters of Hazardous Materials; Final Rule

Compliance Statement

Company Name: _____

Address: _____

I, the Carrier have a security plan in place in accordance with the Department of Transportation, 49 CFR Part 172, Hazardous Materials: Security Requirements for Offerors and Transporters of Hazardous Materials; Final Rule.

I, the Carrier do not transport hazardous materials to or from USOR facility and therefore are not required to have a security plan in accordance with the Department of Transportation, 49 CFR Part 172, Hazardous Materials: Security Requirements for Offerors and Transporters of Hazardous Materials; Final Rule.

Signature: _____ Date: _____

Print Name: _____

Title: _____