



TERMINAL ACCESS AGREEMENT

THIS TERMINAL ACCESS AGREEMENT ("Agreement") is entered into this _____ day of _____, _____, by Phillips 66 Company, and its Affiliates (hereinafter referred to collectively as "Company"), and _____, (hereinafter referred to as "Carrier").

WHEREAS, Company owns terminal facilities ("Terminals"), at which such persons as are approved by Company are granted the privilege of access for the sole purpose of loading and/or unloading crude oil, refined petroleum products, liquefied petroleum gas and/or other commodities ("Products") into or from transport trucks by the use of cards, keys, access codes or other devices ("Devices"); and

WHEREAS, Carrier desires that Company authorizes Carrier to enter Terminals and to perform all acts thereon as may be authorized by Company, and Company is agreeable to providing non-exclusive authorization to Carrier to enter said Terminals, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the privilege of access to the Terminals, the undersigned Carrier agrees as follows:

1. DEFINITION

When used in this Agreement capitalized term shall have the meanings specified herein.

"Affiliate" shall mean any entity, including but not limited to corporations, limited liability companies, partnerships and joint ventures, controlled by, under common control with, or controlling a party, with **"control" being defined as owning, directly or indirectly, fifty percent (50%) or more of the assets or** the outstanding shares having voting rights, or otherwise having the right, either by contract or otherwise, to control the operation, management or policy of such entity. Notwithstanding anything to the contrary set forth in this Agreement, the parties hereby agree that WRB Refining LP shall be considered to be an "Affiliate" of Phillips 66 Company under this Agreement.

"Carrier" for the purpose of this Agreement shall mean the driver, carrier, customer, marketer or exchange partner entering a Terminal for the purpose of loading and/or unloading Products into or from transport trucks.

If Carrier is an exchange partner, then for all purposes of this Agreement the term "Carrier" shall also include Carrier's customers and such customers shall be considered to be acting on behalf of and as agent for Carrier at all times while performing any act pursuant to this Agreement and Carrier shall be deemed to be fully responsible for the acts and/or omissions of any such customers.

2. TERMINALS

- a. Access. Subject to the terms and conditions of this Agreement, and upon the condition that Company has authorized Carrier to enter and load or unload certain Products into or from tank trucks at a particular Terminal, Company grants to Carrier non-exclusive and non-assignable permission to enter such Terminal for the sole purpose of loading or unloading such Products into

or from transport trucks and driving such transport trucks from such Terminal during operating hours in effect from time to time at such Terminal.

- b. Withdrawals. If Carrier is withdrawing Products from a Terminal pursuant to a separate marketing or exchange agreement ("Separate Agreement") with Company, Carrier shall withdraw only such Products as Carrier is authorized to withdraw under such Separate Agreement. If Carrier is withdrawing Products from a Terminal on behalf of a third party with a Separate Agreement with Company, Carrier shall withdraw only such Products as such third party is authorized to withdraw under such Separate Agreement.
- c. Issuance of Devices. Terminals require the use of Devices to actuate a system which operates their entry/exit gates, transport truck loading racks, and automated accounting equipment. To gain access to Terminals to load or unload Products, Company may issue or arrange for the issuance of Devices to Carrier. Company reserves the right to temporarily or permanently inactivate, modify or otherwise alter the authorization for use of all or any of such Devices at any time, in its sole discretion, without prior notice to Carrier.
- d. Ownership of Devices. All Devices issued to Carrier shall at all times remain the property of Company. Carrier shall be responsible for the custody, care and use of all Devices issued to it pursuant to this Agreement, and shall not duplicate, reproduce or in any way alter any Devices or reissue any Devices to any person.
- e. Lost or Stolen Cards. Carrier agrees to follow instructions outlined in Company's document titled "*Request for Card and Card Receipt and Driver Agreement*" for handling lost or stolen cards.

3. RESPONSIBILITY FOR PRODUCTS

All Products withdrawn from any Terminal using any Devices issued to Carrier hereunder, whether withdrawn by Carrier or by any third party, authorized or unauthorized, shall constitute a transfer of custody and delivery of such Products to the undersigned Carrier according to the terms and conditions of any Separate Agreement between Company and Carrier, and Carrier agrees to be responsible for all such Products.

4. REVOCATION, TERM AND TERMINATION

- a. Revocation. Carrier agrees that Company's grant of permission hereunder to Carrier to enter Terminals is nonexclusive and non-assignable and may be revoked by Company at any time, in its sole discretion, without prior notice for individual Carrier drivers or for the Carrier itself. Upon revocation, Carrier shall immediately cease using all Devices issued hereunder and shall promptly return all such Devices to Company.
- b. Term and Termination. This Agreement shall become effective as of the date first set forth above and shall continue in effect until such time as it is terminated by Company by revoking the permission granted hereunder or by Carrier by giving written notice of termination to Company. Upon such termination Carrier shall immediately cease using all Devices issued hereunder and shall promptly return all such Devices to Company, and this Agreement shall terminate except that any indemnities or outstanding obligations assumed by Carrier under this Agreement shall survive any such termination.

5. LOADING AND SAFETY

Carrier shall send into Terminals only transport equipment which is in a safe and serviceable condition, which is compatible with loading equipment at that particular Terminal, and which shall comply with all applicable federal, state and local laws, ordinances, regulations, and rules (collectively "Laws"), including all applicable Laws relating to the loading, unloading and transportation of hazardous materials, wastes and substances, and Carrier shall obtain all insurance, permits, licenses or other authorities required by any governmental authority under such Laws. Carrier shall send to such Terminals only such personnel as have been properly instructed as to the characteristics and safe hauling methods associated with each Terminal and the Products to be unloaded, loaded and transported. Notwithstanding the foregoing, Company may at any time refuse entry to or remove immediately from any Terminal any person or transport equipment which, in the sole discretion of Company, or in the case of a Third Party Terminal the Operator of said Third Party Terminal, poses a hazard to such Terminal's personnel or property.

6. TERMINAL RULES

Carrier shall comply with any and all rules, instructions and guidelines pertaining to a Terminal which Carrier enters hereunder, including all signs, rules and procedures posted at the Terminals, provided in writing to the Carrier or promulgated by Company applicable to loading and discharging Products, safety and security, as such rules and instructions have been and/or are amended or supplemented from time to time by Company, and Carrier shall require all of its drivers to read, and comply with, all such rules and instructions. All such rules and instructions, as amended or supplemented from time to time by Company, shall be deemed to be a part of this Agreement immediately upon posting at a Terminal, or upon Carrier's receipt thereof.

7. ODORIZED LIQUEFIED PETROLEUM GAS

Prior to transporting any liquefied petroleum gas ("LPG") hereunder, Carrier shall inspect such LPG for odorant and shall determine if it is odorized. Carrier shall not take any LPG which Carrier discovers is not odorized.

8. INDEMNIFICATION

CARRIER AGREES TO AND SHALL RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY COMPANY, ITS PARENT, SUBSIDIARIES, AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF EACH OF THEM (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, SUITS, COSTS, LOSSES OR EXPENSES OF ANY KIND OR CHARACTER (HEREINAFTER REFERRED TO COLLECTIVELY AS "CLAIMS"), INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF LITIGATION, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EXERCISE BY CARRIER OF THE PRIVILEGES HEREIN GRANTED. SUCH RELEASE, HOLD HARMLESS, DEFENSE, AND INDEMNITY OBLIGATIONS SHALL APPLY TO CLAIMS CAUSED OR CONTRIBUTED TO BY CARRIER, BUT SHALL NOT APPLY TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF INDEMNITEES.

9. INSURANCE

- a. Coverages and Limits. Carrier shall at all times during the term of this Agreement carry and pay for the following minimum insurance coverages and limits (and such additional coverages and limits as may be required by law): (i) workers compensation insurance, including all such insurance as

may be required by applicable State and Federal workers' compensation acts; (ii) employers liability insurance with a limit of not less than \$1,000,000.00 per accident; (iii) commercial general liability insurance on an occurrence form with a combined single limit of not less than \$1,000,000.00 per occurrence, including coverage for (A) premises and operations, (B) products and completed operations, (C) explosion, collapse and underground damage, (D) contractual liability, and (E) if applicable, sudden and accidental pollution liability; and (iv) business vehicle liability insurance with a combined single limit of \$1,000,000.00 per occurrence for owned, hired, or otherwise operated non-owned vehicles, in the form of a policy that contains trailer interchange coverage, MCS 90 coverage, and pollution liability/environmental impairment coverage.

- b. Endorsements. Carrier shall cause the insurance described in Section 9. (a) (i) and (ii) to be endorsed so as to insure Company as an alternate employer and for any Claims asserted against Company by Carrier's workers as "borrowed servants" or statutory employees.
- c. Louisiana Workers Compensation Law. The provisions of the Louisiana Workers Compensation Law, La. R. S. 23:11021, et seq., shall apply to the extent that it covers activities performed by Carrier under this Agreement.
- d. Additional Insured. Carrier shall, in addition to and without limitation of the requirements of Sections 9. (a) and (b), cause the insurance policies described in Section 9. (a) (iii) and (iv) to include Indemnitees as additional insureds, but only to the extent of liabilities assumed herein. All insurance required hereunder and provided by Carrier shall be primary to any other insurance coverage to Company or its related insureds noted above and shall apply and be in full force and effect regardless of other insurance. Carrier shall furnish to Company upon request a copy of any of the required insurance policies, including all riders or endorsements; provided, however, that neither review nor failure to review such policies shall constitute acquiescence thereto or be deemed to waive or diminish Company's rights.
- e. Assignment and Relinquishment. Carrier shall cause its insurers under all the above policies in Clause 9 a to waive for the benefit of Company, or, at Company's request, to specifically assign and relinquish unto Company: (i) any right of recovery that the insurer may have or acquire against Indemnitees for payments made or to be made under such policies; and (ii) any lien or right of subrogation that the insurer may have or acquire for payments made or to be made to any person or entity who asserts a Claim against Indemnitees. Said waiver or assignment shall be written and is intended to permit Company to obtain an offset or credit against any claim filed or prosecuted against Indemnitees by any person or entity to or for whom the insurer pays monies or other benefits. Nothing herein shall limit or affect Indemnitees' rights and coverage as an additional insured under such insurance policies.
- f. Certificates of Insurance. Following Carrier's execution of this Agreement, Carrier shall furnish to Company, upon Company's request, certificates of insurance that demonstrate Carrier's compliance with this Article. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without at least thirty 30 days' prior written notice to Company, at the address set forth in Section 11.
- g. Forms and Insurers. All insurance coverage provided by Carrier under this Agreement shall be supplied on policy forms and by insurers reasonably acceptable to Company. Carrier's obligations and liabilities under this Agreement, including its indemnification obligations, shall not be limited or relieved by Carrier's compliance or noncompliance with these insurance-related provisions.
- h. Deductibles. Carrier shall be responsible for all deductibles under the required policies of insurance.

10. COMPLIANCE WITH LAWS

Carrier shall comply with all Laws applicable to Carrier's performance hereunder, including but not limited to the loading, discharging and transporting Products at the Terminal. Without limiting the applicability of the foregoing, Carrier shall comply with all Laws for reformulated gasoline and blendstocks ("RFG"), conventional gasoline, detergent gasoline additive, gasoline volatility ("RVP"), gasoline oxygenate, low sulfur diesel, and ethanol blending. In particular, Carrier shall comply with any Product transfer document requirements, restrictions on the combining of Products, record retention requirements and restrictions on the sale, resale or subsequent transfer of Products. Upon request, Carrier shall provide any unprivileged information to assist Company in rebutting any presumption of liability associated with transactions involving Carrier.

11. NOTICES

Except as otherwise provided herein, all notices or other communications required or permitted pursuant to this Agreement shall be in writing and shall be delivered by certified U.S. mail (postage prepaid) return receipt requested, by recognized overnight delivery service, by hand delivery or by facsimile, addressed as follows:

Company

Phillips 66
Address: Adams Building
411 South Keeler Ave.
Bartlesville, OK 74004
Attention: Brian O'Neill
Email: brian.a.oneill@p66.com
Phone 918-977-5805
Fax: 918-977-8836

Carrier

Company Name: _____
Address: _____
City, State and Zip: _____
Attention: _____
Facsimile: _____

12. USE OF FACSIMILE

Execution of this Agreement and of any instruments, notices, consents or other documents required or permitted by this Agreement which have been faxed, or transmitted by other electronic transmission device, and/or following the execution thereof returned by such device, shall be deemed to be effective and constitute an original instrument.

13. ASSIGNMENT

Carrier shall not assign this Agreement, in whole or in part, without the prior written consent of Company. Any such assignment without the prior written consent of Company shall be void and of no force and effect. This Agreement shall inure to and be binding upon the respective successors and permitted assigns of parties hereto.

14. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas.

The parties specifically agree that, if any provision of this Agreement is determined to be unenforceable or in contravention of any applicable law, such provision shall be deemed modified to the minimum extent required to bring such provision into compliance with said statute or case law.

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CONTRAVENING THE EXPRESS

INTENTION OF THE PARTIES THAT THE LAWS OF THE STATE OF TEXAS SHALL APPLY IN ALL RESPECTS.

15. SEVERABILITY

If any provision of this Agreement or the application thereof shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

16. NON-WAIVER

The failure of either party to enforce any provision, condition or requirement of this Agreement at any time shall not constitute a waiver of such provision, condition or requirement unless so notified by such party in writing; any such waiver shall not act as a waiver of any other provision, condition or requirement contained herein.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Company and Carrier with respect to the subject matter hereof, and it supersedes all prior and contemporaneous agreements, understandings, and discussions, whether oral or written, between Company and Carrier, with respect to the subject matter hereof. This Agreement shall not be modified, altered or amended, in whole or in part, except by a supplemental agreement signed by both Company and Carrier.

18. SECTION HEADINGS

The Section headings used in this Agreement have been inserted only for convenience to facilitate reference and shall not be determinative in construing the meaning, effect, or application of any Section or provision hereof.

IN WITNESS WHEREOF, this Agreement has been agreed to and executed as of the date first set forth above.

Carrier: _____

By: (sign) _____

Name: (print) _____

Title: _____

Federal Employer Identification Number (FEIN)
