

**APEX OIL COMPANY, INC.
PETROLEUM FUEL & TERMINAL COMPANY
CENTER POINT TERMINAL COMPANY, LLC**

CONTRACTOR ACCESS AGREEMENT

Before we can provide your firm access to any of our terminal facilities, we require your execution of this Contractor Access Agreement (the "Agreement"). Please place a check mark in the box next to each terminal location where your firm requires access.

TERMINAL OPERATOR	TERMINAL LOCATION	STREET ADDRESS & PHONE NUMBER
Apex	☐ Mt. Airy, LA	4084 Hwy. 44 South, Garyville, LA 70051; (985) 535-6256
	☐ Wilmington, NC	3314 River Road, Wilmington, NC 28412; (910) 799-0030
PF&T	☐ Albany, NY	54 Riverside Avenue, Rensselaer, NY 12144; (518) 465-1557
	☐ Baltimore, MD (North)	5101 Erdman Avenue, Baltimore, MD 21205; (410) 327-3808
	☐ Baltimore, MD (South)	1622 South Clinton, Baltimore, MD 21224; (410) 342-7800
	☐ Forestview, IL	4805 South Harlem, Forestview, IL 60402; (708) 788-1611
Center Point	☐ Baltimore, MD (West)	3100 Vera St., Baltimore, MD 21226; (410) 355-4500
	☐ Blakeley Island, AL	1257 Cochrane Causeway, Mobile, AL 36610; (251) 433-5418
	☐ Chesapeake, VA	428 Barnes Road, Chesapeake, VA 23324; (757) 545-4641
	☐ Chickasaw, AL	200 Viaduct Road, Chickasaw, AL 36611; (251) 456-8491
	☐ Galveston, TX	3801 GTI Blvd., Pelican Island, Galveston, TX 77554 (409) 744-6351
	☐ Gates, NY	1935 Lyell Ave., Gates, NY 14606; (585) 254-2090
	☐ Glenmont, NY	552 River Road, Glenmont, NY 12077; (518) 436-7942
	☐ Granite City, IL	2801 Rock Road, Granite City, IL 62040; (618) 452-4195
	☐ Greensboro, NC	6900 West Market Street, Greensboro, NC 27409; (336) 854-8556
	☐ Jacksonville, FL	3101 Talleyrand Ave., Jacksonville, FL 32206; (904) 345-3306
	☐ Memphis, TN	1232 Riverside Drive, Memphis, TN 38106; (901) 774-0841
	☐ Newark, NJ	678 Doremus Ave., Newark NJ 07105; (973) 589-8582
	☐ North Little Rock, AR	3206 Gribble St., N. Little Rock, AR 72114; (501) 945-7497
	☐ Pine Bluff, AR	4303 Emmett Sanders Rd., Pine Bluff, AR 71601; (870) 535-5030
	☐ Port Allen, LA	995 Ernest Wilson Dr., Port Allen, LA 70767; (225) 383-9211
	☐ Salisbury, MD	1134 Marine Road, Salisbury, MD 21801; (410) 742-2204
	☐ St. Louis, MO	Foot of Mullanphy Street, St. Louis, MO 63102; (314) 621-0522
	☐ Weirton, WV	3048 Birch Drive, Weirton, WV 26062; (304) 748-1190

You must complete the following information:

Company Name (User)

Street Address (no P.O. Box)

City, State and Zip Code

Telephone Number

Fax Number

Name of Contact Person

Title

Email Address

My FEIN Number is: _____

Please attach your current certificate of insurance.

Please attach completed IRS Form W-9 per Exhibit B.

CONTRACTOR ACCESS AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and among Apex Oil Company, Inc., a Missouri corporation ("**Apex**"), the terminal operator designated below ("**Operator**"), and _____ ("**User**") with its principal business address as indicated on the cover page to this Agreement.

RECITALS

A. Apex, Petroleum Fuel & Terminal Company, a Missouri corporation ("**PF&T**") and/or Center Point Terminal Company, LLC, a Delaware limited liability company (together with its subsidiaries, North Albany Terminal Company, LLC, Center Point Terminal Newark, LP and Center Point Terminal Baltimore, LLC, "**Center Point**"), control, maintain and operate their respective storage facilities in the United States as listed on the cover page hereof (in such capacity, "**Operator**") and are in the business of storing and distributing various products, including petroleum products ("**Products**"). The specific terminal facilities at which User will be an authorized contractor are marked on the cover page hereof ("**Terminals**"). The Operator for the purposes of this Agreement is:

☐ Apex; ☐ PF&T; ☐ Center Point.

B. User wishes to have access to the Terminals for the purpose of performing work or providing services.

C. Apex agrees to allow such access on the terms set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants set forth herein and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto), the parties hereto agree as follows.

1. Right of Access. Unless terminated hereunder, User is granted the right and privilege of access to the Terminals for the purpose of performing work or providing services as specified under contracts or purchase orders with the Operator, including without limitation any gauging, sampling, additizing, surveying, design, construction, engineering, remediation, digging, boring, trucking, transportation or other services provided by User at the Terminals. Operator may furnish User access codes to enable User and/or its equipment to enter the Terminals. Any such access codes must be kept confidential by User. Utilization of the access codes shall be User's sole responsibility and User shall be liable for any improper use of such codes. Terminal shall not be responsible for unauthorized use of access codes issued to User. User should consider changing access codes upon employees leaving User's employment or other similar circumstances. Access code changes must be coordinated in advance with Operator. Oral requests for access code changes must be made to Operator's Terminal manager (or other designated Terminal personnel) at the telephone numbers provided in the cover page to this Agreement. Written notice of such request, addressed to Operator at 8235 Forsyth, Suite 400, St. Louis, Missouri 63105, must be provided within 24 hours of the oral notification.

2. Rules and Regulations; Termination. User agrees to abide by all rules and regulations promulgated by Operator with respect to User's use of the Terminals. Notwithstanding anything in this Agreement to the contrary, Operator reserves the right to terminate this Agreement at any time upon written notice to User, upon which termination all of User's rights of access to the Terminals immediately shall be terminated and canceled.

3. Indemnification. In consideration of the rights and privileges granted to User herein, User hereby unconditionally, irrevocably and absolutely agrees to protect, defend, indemnify and hold harmless Operator and Operator's past, present and future officers, directors, shareholders, employees, agents, subsidiaries and affiliates, and each of the foregoing's successors and assigns (collectively the "**Indemnitees**" and individually an "**Indemnitee**"), from any and all manner of actions, suits, debts, sums of money, interest owed, controversies, agreements, promises, undertakings, charges, damages, judgments, executions, obligations and reasonably incurred costs, expenses and fees (including reasonable attorneys' fees and court costs), counterclaims, claims, demands, causes of action, liabilities, losses and amounts paid in settlement incurred, paid or sustained by any of the Indemnitees, in each case in connection with, arising out of, based upon, relating to or otherwise involving the exercise by User or any of its employees, agents or subcontractors of the privileges granted by Operator to User hereunder. If any such action, suit or proceeding is commenced against, or any such claim, demand or amount is assessed against, any of the Indemnitees in respect of which any of the Indemnitees proposes to demand indemnification hereunder, User is to be notified to that effect with reasonable promptness. User is to control the defense of any such action, and may employ counsel in defense thereof, all at User's expense, unless and until User satisfies or otherwise settles such action and obtains a release of the Indemnitee from the third party bringing such action, in a form acceptable to the Indemnitee and its counsel. Notwithstanding the above, no Indemnitee is entitled to indemnification hereunder as a result of any Indemnitee's gross negligence or willful misconduct.

4. Degree of Care. User is aware that broad and substantial obligations are imposed upon Operator by governmental entities with jurisdiction over environmental matters. Accordingly, User shall exercise the highest degree of care and diligence in exercising its rights of access hereunder.

5. Certificates of Insurance. User agrees to furnish, and cause any of its agents or subcontractors to furnish, to Operator at Operator's offices at 8235 Forsyth Blvd., Suite 400, St. Louis, Missouri 63105, certificates of insurance reflecting compliance by User and its agents or subcontractors with all applicable state and federal laws with respect to workers' compensation, employers' liability and occupational disease insurance or other similar laws including, where applicable, the U.S. Longshoreman & Harbor Workers Act, the Federal Employers Liability Act and the Jones Maritime Act. Additionally, User agrees to furnish, and cause its Agents to furnish, to Operator at such address insurance certificates reflecting:

- automobile liability insurance covering each of User's or its agents' or subcontractors' motor vehicles accessing any of the Terminals with bodily injury limits of not less than \$1 million as to any one person and \$1 million as to any one accident, and property damage coverage of not less than \$1 million for each accident or \$1 million single limit, as applicable;
- commercial general liability insurance with limits of not less than \$1 million as to any one person and \$1 million as to any one accident;
- workmen's compensation insurance with a minimum limit of \$1 million per occurrence or the amount required by applicable law;
- property damage coverage of not less than \$1 million for each accident of \$1 million single limit; and
- excess liability/umbrella insurance over the above-listed coverages to a limit of \$2,000,000.

All insurance certificates furnished pursuant to the provisions of this Section 5 must (i) show Apex, PF&T and Center Point as additional insureds with respect to the general liability and automobile coverage, as their interests may appear, and (ii) include clauses waiving subrogation under the workmen's compensation coverage. Exhibit A attached sets forth the required format for insurance certificates under this Section 5. The insurance required under this Section 5 must be maintained by User and its agents or subcontractors, at their sole expense, at all times.

6. Security Requirements. User certifies and warrants to Operator that User, its agents and subcontractors are and shall be in compliance with and shall satisfy all security plan requirements specified under USDOT and/or Coast Guard regulations, including all requirements for background checks, verification of personal information, restriction of access and en route security under 49 CFR 172. User acknowledges that each individual entering a Terminal on behalf of User may be required to obtain a Transportation Workers Identification Credential (TWIC card) or similar credential required by law. User shall be responsible for obtaining any such required credentials for its employees, agents or subcontractors and shall pay any application or processing fee charged by the regulatory agency administering the credentialing program.

7. Attorney's Fees. In the event any party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party is entitled to recover its attorneys' fees and expenses.

8. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

9. Assignments. User shall not assign or transfer any of its rights or obligations under this Agreement to any other person without the prior written consent of Operator, which consent shall not be unreasonably withheld. Operator may assign its rights and obligations under this Agreement without the consent of User.

10. Captions. Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

11. Counterparts. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

12. Exhibits. All of the Exhibits attached to this Agreement are deemed incorporated herein by reference.

13. Failure or Delay. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to

or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State in which the Terminal facility is located, applicable to contracts made and to be performed wholly within such State, without regard to choice or conflict of laws rules.

15. Successors and Assigns. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective successors and assigns.

**APEX OIL COMPANY, INC.
PETROLEUM FUEL & TERMINAL COMPANY
CENTER POINT TERMINAL COMPANY, LLC**

By: _____
Their authorized representative

USER:

(Type or print company name)

By: _____
Print Name: _____
Title: _____



EXHIBIT A TO CONTRACTOR ACCESS AGREEMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Client Name	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	☒					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY	☒					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
	MCS 90						
	☒ UMBRELLA LIAB		☒				EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A	☒			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Apex Oil Company, Inc., Petroleum Fuel & Terminal Company and Center Point Terminal Company, LLC are joint Certificate Holders, as their interests may appear, per Contractor Access Agreement with Insured.

CERTIFICATE HOLDER

CANCELLATION

Apex Oil Company, Inc., Petroleum Fuel & Terminal Co. & Center Point Terminal Company, LLC 8235 Forsyth Blvd., Suite 400 St. Louis, MO 63105	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

EXHIBIT B TO CONTRACTOR ACCESS AGREEMENT

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																																																															
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																																
	2 Business name/disregarded entity name, if different from above																																																																																
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																																															
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																																																															
	6 City, state, and ZIP code																																																																																
7 List account number(s) here (optional)																																																																																	
Part I Taxpayer Identification Number (TIN)																																																																																	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="4"></td><td style="text-align: center;">-</td><td colspan="2"></td><td style="text-align: center;">-</td><td colspan="4"></td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="4"></td><td style="text-align: center;">-</td><td colspan="7"></td></tr></table>			Social security number																										-			-					or											Employer identification number																										-							
Social security number																																																																																	
				-			-																																																																										
or																																																																																	
Employer identification number																																																																																	
				-																																																																													
Part II Certification																																																																																	
Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																																																																	
Sign Here	Signature of U.S. person ▶	Date ▶																																																																															

FOR SPECIFIC INSTRUCTIONS REGARDING COMPLETION OF FORM W-9, GO TO www.irs.gov/pub/irs-pdf/fw9.pdf