

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

Before we can issue loading cards, we require the signatures of our customers and all common carriers on the enclosed Customer/Carrier Responsibility Agreement (the "Agreement").

The Exhibit B attached to the Agreement contains the loading requirements to which you and/or your common carriers must adhere when loading product at terminals operated by Apex Oil Company, Inc. ("**Apex**"), Petroleum Fuel & Terminal Company ("**PF&T**") and Center Point Terminal Company ("**Center Point**"). You must require your drivers or a common carrier, if you use one, to comply with such loading requirements and other terms and conditions. It is your responsibility to ensure such compliance. **Marked below are the specific terminal(s) at which you will be authorized:**

TERMINAL OPERATOR	TERMINAL LOCATION	STREET ADDRESS & PHONE NUMBER
Apex	<input type="checkbox"/> Wilmington, NC	3314 River Road, Wilmington, NC 28412; (910) 799-0030
	<input type="checkbox"/> Greensboro, NC	6900 West Market Street, Greensboro, NC 27409; (336) 854-8556
PF&T	<input type="checkbox"/> Albany, NY	54 Riverside Avenue, Rensselaer, NY 12144; (518) 465-1557
	<input type="checkbox"/> Baltimore, MD (North)	5101 Erdman Avenue, Baltimore, MD 21205; (410) 327-3808
	<input type="checkbox"/> Baltimore, MD (South)	1622 South Clinton, Baltimore, MD 21224; (410) 342-7800
	<input type="checkbox"/> Forestview, IL	4805 South Harlem, Forestview, IL 60402; (708) 788-1611
	<input type="checkbox"/> Jacksonville, FL	1961 East Adams, Jacksonville, FL 32202; (904) 358-2375
	<input type="checkbox"/> Weirton, WV	3048 Birch Drive, Weirton, WV 26062; (304) 748-1190
Center Point	<input type="checkbox"/> Baltimore, MD (West)	3100 Vera St., Baltimore, MD 21226; (410) 355-4500
	<input type="checkbox"/> Chesapeake, VA	428 Barnes Road, Chesapeake, VA 23324; (757) 545-4641
	<input type="checkbox"/> Gates, NY	1935 Lyell Ave., Gates, NY 14606; (585) 254-2090
	<input type="checkbox"/> Glenmont, NY	552 River Road, Glenmont, NY 12077; (518) 436-7942
	<input type="checkbox"/> Granite City, IL	2801 Rock Road, Granite City, IL 62040; (618) 452-4195
	<input type="checkbox"/> Green Island, NY	1 Osgood Avenue, Green Island, NY 12183; (518) 273-1640
	<input type="checkbox"/> Memphis, TN	1232 Riverside Drive, Memphis, TN 38106; (901) 774-0841
	<input type="checkbox"/> Newark, NJ	678 Doremus Ave., Newark NJ 07105; (973) 589-8582
	<input type="checkbox"/> North Little Rock, AR	3206 Gribble St., N. Little Rock, AR 72114; (501) 945-7497
	<input type="checkbox"/> St. Louis, MO	Foot of Mullanphy Street, St. Louis, MO 63102; (314) 621-0522

You must complete the following information for us to initiate your account:

_____ Company Name (User)

_____ Street Address (no P.O. Box)

_____ City, State and Zip Code

_____ Telephone Number _____ Fax Number

_____ Name and Title of Person to Contact Within Your Company

I will use a common carrier. Yes _____ No _____

I am a common carrier. Yes _____ No _____

My DOT Number is: _____

My SCAC Number is: _____

My FEIN Number is: _____

Please attach your current certificate of insurance.

CUSTOMER/CARRIER RESPONSIBILITY AGREEMENT

This Agreement is made this _____ day of _____, 200__ 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 sheet to this Agreement..

RECITALS

A. Apex, Petroleum Fuel & Terminal Company, a Missouri corporation (“*PF&T*”) and/or Center Point Terminal Company, a Delaware corporation (“*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 customer are marked on the cover page hereof (“*Terminals*”). The Operator for the purposes of this Agreement is: Apex; PF&T; Center Point.

B. From time to time, Apex may sell Products to User at the Terminals.

C. User and its agents designated on the attached Exhibit A (collectively the “*Agents*”) wish to have access to the Terminals for the purpose of purchasing such Products from Apex.

D. Apex wishes to sell such Products to User and Operator wishes to provide such access, each 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 and its Agents are granted the right and privilege of access to the Terminals for the purpose of loading or unloading Products into or from transport trucks and driving such trucks into or from the Terminals. Operator will furnish User access cards that will enable User and its Agents to enter the Terminals and load Products. Such cards are and remain the property of Operator, may not be duplicated by or on behalf of User or its Agents and must be returned to Operator upon the termination of this Agreement. All use of these cards is User’s sole responsibility. User is liable for any and all improper use of the cards unless and until Operator has received proper notification as set forth herein from User, an Agent or an Agent’s driver that such card has been lost. Oral notification of such loss must be made specifically to Operator’s Terminal manager (or other designated Terminal personnel) at the telephone numbers provided in the attached Exhibit B. Written notice of such loss, addressed to Operator at 8235 Forsyth, Suite 400, St. Louis, Missouri 63105, must be provided to Operator within 24 hours of the oral notification. Provided that such prior oral notice of loss has been given, the postmark on the envelope of the written notice serves as the formal date of notification. If prior oral notice was not given, the date of delivery of written notice of loss is the formal date of notification. User is liable for all Products loaded through the lost card prior to the formal date of notification.

2. Rules and Regulations. User agrees to abide by all rules and regulations promulgated by Operator with respect to User’s and its Agents’ use of the Terminals.

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 Agents 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. The Indemnitee 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. Handling of Products. User is aware that broad and substantial obligations are imposed upon Operator by governmental entities with jurisdiction over environmental matters. Accordingly, User agrees to exercise the highest degree of care and diligence in handling, loading, transporting and delivering all Products obtained from the Terminals. User further assumes and agrees to pay all liabilities, costs and expenses resulting from User's or any of its Agents' improper mixing, commingling or other contamination of any Product with any other substance (including other Products). Such liability extends to any act of contamination, whether occurring at the time of loading, subsequent transportation, storage or unloading at delivery.

5. Certificates of Insurance. User agrees to furnish, and cause its Agents 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 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' motor vehicles loading Product at 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;
- comprehensive general liability insurance with limits of not less than \$1 million as to any one person and \$1 million as to any one accident;
- employers' liability with a minimum limit of \$1 million per occurrence or the amount required by applicable law, whichever is greater; and
- property damage coverage of not less than \$1 million for each accident of \$1 million single limit.

All insurance certificates furnished pursuant to the provisions of this Section 5 must show Apex, PF&T and/or Center Point, as additional insureds as their interests may appear, and must provide that there will be no change in or cancellation of the policy unless and until Operator has been given ten days written notice of the contemplated change or cancellation. The insurance coverage pursuant to this Section 5 must be maintained by User and its Agents, at their sole expense, at all times during the term of this Agreement.

6. Loading and Security Requirements. User agrees to comply, and cause its Agents to comply, with the loading requirements set forth in Exhibit B, and will train newly carded drivers to load trucks to the satisfaction of the Terminal manager. Newly carded drivers may be required to load in the presence of a Terminal employee for the first three loads or until satisfactorily trained as determined by the Terminal manager (or his appointee) in his discretion. User certifies and warrants to Operator that Customer and its Agents are 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.

7. Sale Terms. The Apex Oil Company, Inc./Clark Oil Trading Company/Edgington Oil Company/Enjet, Inc. General Terms and Conditions for Petroleum Product Purchases and Sales Effective February 5, 2004 (the "**General Conditions**") are incorporated into and made a part of this Agreement for the purposes of Product sales made by Apex to User at any Terminal. A copy of the General Conditions may be obtained at Apex's web page at www.apexoil.com or by phone from (314) 889-9600. The "Special Provisions" described in the General Conditions is the agreement, if any, entered into between Apex and User as to a firm price and delivery period prior to User or its Agents loading Product at the Terminal. In the absence of such agreement, Apex's most recent posted prices at the Terminal will constitute the price for Product loaded at such Terminal. This Section 7 is not applicable to Agents who are not purchasing Product at the Terminal for their own account.

8. Taxes. Irrespective of whether Apex properly reflects the following charges on invoices to User, User agrees to indemnify and hold Apex harmless (including as to attorneys' fees) with respect to any and all taxes (other than taxes based upon or measured by income and other than property taxes) levied, collected or assessed based upon: (i) Apex's sale of Product to User; (ii) Apex's transfer of Product to User; (iii) User's receipt of the Product;

(iv) User's subsequent resale of the Product; (v) User's subsequent transfer of the Product; (vi) User's consumption of the Product; or (vii) User's alteration of the Product.

9. 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.

10. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure therefrom, will 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.

11. Assignments. Neither User nor any Agent may 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 may not be unreasonably withheld. Operator may assign its rights and obligations under this Agreement without the consent of User or any of User's Agents.

12. 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.

13. 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.

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

15. 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.

16. 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 Product is loaded applicable to contracts made and to be performed wholly within such State, without regard to choice or conflict of laws rules. This Section does not apply to the sale of Product by Apex to User, which sale is governed by the laws as set forth in the General Conditions.

17. 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**

By: _____
Their authorized representative

USER:

(Type or print company name)

By: _____
Print Name: _____
Title: _____

EXHIBIT A TO CUSTOMER/CARRIER AGREEMENT

The following are designated Agents of User (common carriers):

Company	Phone	Contact

If User operates its own trucks, please list User's drivers' names here:

How many product cards would you like? _____

Note: If you have your own trucks, please attach the required certificates of insurance with your packet.

EXHIBIT B TO CUSTOMER/CARRIER AGREEMENT

Loading Requirements:

1. The trucking company is responsible for all spills and damage to equipment.
2. The driver is responsible for ensuring that gates are closed other than during regular Terminal hours. Violation of this procedure is cause for termination of after-hours loading privileges.
3. No truck is permitted to load which was previously loaded with chemicals that oxidize with carbon, including the following: Ketones, Aldehydes, Alkenes and Organic Acids.
4. All trucks should be empty before moving into the loading area.
5. At no time is the driver to leave the loading rack while the truck is loading.
6. The driver is responsible for following the procedure sequence which is posted in the loading bay to receive Product safely.
7. No work is to be performed on a truck while it is in the loading area.
8. Drivers are to follow all safety procedures set by the Terminal managers.
9. Drivers are responsible for taking the correct number and copies of manifest.
10. Drivers are responsible for all loading cards in their possession.
11. All trucks must have the proper connections for safe loading. No adapters are permitted.
12. All trucks must have their air brakes locked while loading.
13. Trucks must be turned off and all electric on the trucks shut off while loading (i.e., lights, radio, C.B.'s, etc.).
14. No smoking is permitted in the loading area or in trucks on the Terminal grounds.
15. All trucks are to be equipped with anti-overflow equipment.
16. All trucks are to be equipped with vapor recovery connections to the extent required by applicable laws.
17. No split loading of Products (other than black oils or asphalt with the consent of the Terminal manager) will be permitted into the same transport trailer unless the trailer has double bulkheads.
18. The driver will immediately notify OPERATOR and the Terminal of any loss of the driver's card or the User's card. Such notification to the Terminal can be made in person to the Terminal manager. Such notification can be made to OPERATOR via telephone to _____ at (314) _____. Written notice of the loss of a card must follow within 24 hours of verbal notice.