

CARRIER ACCESS AGREEMENT

Parties:

Valero: Valero Marketing and Supply Company
and its affiliates (collectively, "Valero")
One Valero Way
San Antonio, Texas 78249

Carrier: _____
Address: _____
City, State, Zip: _____
Phone #: _____
Fax #: _____
SCAC: _____
FEIN: _____

Effective Date: _____

Recitals:

- A. Valero maintains refined and/or blended petroleum products ("Products") at various Product terminals ("Terminal(s)"), including some owned and/or operated by Valero.
- B. The above-identified carrier ("Carrier") desires to obtain access to, and ingress to and egress from, one or more of such Terminal(s) for the sole purpose of loading or delivering Product(s) into transport vehicles (the "Access Privileges").
- C. Valero is agreeable to granting the Access Privileges subject to the terms and conditions set forth herein.

Agreement:

Valero and Carrier agree as follows:

1. Terminal Privileges/Employee Designation. (a) These provisions apply to all Access Privileges granted from time to time by Valero or any Third Party (as defined herein) for all Terminal(s) designated by Valero from the date hereof. Valero may, in its sole discretion, change, amend or modify the Access Privileges during the term of this Agreement, and any such change, amendment or modification will become binding upon Carrier immediately upon notification by Valero.

(b) Carrier may designate in writing to Valero the names of Carrier's employees it desires to authorize to use the Access Privileges for each designated Terminal by submitting a completed form of authorization in the form attached to this Agreement as Exhibit A or another form acceptable to Valero. By submitting an employee to Valero for authorization, Carrier represents that the employee is competent and properly trained in the operation of his equipment. Upon receipt and review of the information presented, Valero will grant Access Privileges to the properly designated employees in accordance with the terms of this Agreement. In addition to the other rights reserved hereunder, Valero reserves the right, in its sole discretion, to immediately suspend Access Privileges with regard to any employee of Carrier that Valero believes poses a threat to the safety of such employee or others.

2. Third Parties. If a Terminal is owned, leased or otherwise controlled in whole or in part by any third party ("Third Party"), Carrier must also strictly comply with any and all access, use, and other requirements of that Third Party relating to any such Terminal, as well as to any changes, amendments or modifications to those requirements.

3. Accounts; Access Procedures. Except for Non-Automated Terminal(s) (as provided below), Carrier must use an account number, account card, driver access card or other method as designated by Valero or any Third Party as a condition of access to the Terminal(s). At those Terminals where automated terminal equipment is not utilized ("Non-Automated Terminals"), Valero and/or the Third Party will notify the Carrier of the appropriate

access procedures. Carrier cannot load any Product(s) without first providing Valero or the Third Party with an acceptable account number. Following the Effective Date, Valero and/or the Third Parties will notify Carrier of the required method of exercising Access Privileges at the designated Terminals and will provide Carrier with access cards and/or other materials as such party deems appropriate. All cards or other materials furnished by Valero or a Third Party hereunder, as well as any replacements thereof, are the property of such party and may be used only for the exercise of the Access Privileges, and may not be duplicated by Carrier. Account cards or similar materials (the "Account Materials") for the parties for whom Carrier will load Product(s) must be safeguarded and kept confidential by Carrier at all times. Carrier may not use Account Materials for any party other than the party for which it is loading or delivering Product(s) under this Agreement. Carrier must immediately notify Valero of any misappropriation, theft or loss ("Misappropriation") of any account numbers, Account Materials, driver access cards or related materials that were in the Carrier's custody at the time of Misappropriation. Carrier will be solely responsible for payment to Valero for all damages resulting from any such Misappropriation prior to receipt by Valero of telephonic notification from Carrier followed by prompt written notice of the Misappropriation. All telephone notices must be made to 1-877-825-7225, Customer Support Services (or as otherwise designated by Valero). Facsimile confirmation of the notice must be sent to Valero at fax number (210) 370-4919, Attn: Customer Support Services, within 24 hours following such telephonic notification.

4. Compliance with Laws and Terminal Rules. Carrier agrees to abide by all applicable laws, orders, rules, and regulations ("Laws") promulgated by any federal, state or local governmental authority having jurisdiction with respect to use of the Terminal(s), and the loading, handling, transportation or storage of the Product(s). Such Laws include, but are not limited to, the U.S. Clean Air Act and regulations promulgated thereunder, and applicable Department of Transportation Regulations. Carrier must comply with all posted signs and other rules and regulations as may be issued from time to time by the designated Terminals and Valero with respect to the use of the Terminals. All changes to the rules and regulations of the Terminals will be effective as soon as they are posted at the applicable Terminal. Exhibit B lists the minimum requirements that Carrier must comply with in connection with the Access Privileges under this Agreement.

5. Safe Delivery. Valero may (but is not obligated to) refuse to deliver any Product(s) into any transport vehicle furnished by Carrier if Valero or any Third Party, in the sole discretion of each, believes that it would be a violation of any Law or dangerous or hazardous to persons or property for the Product(s) to be delivered into, contained in or transported by such transport vehicle. Valero will not be liable to Carrier or any other person by reason of any such refusal. Valero or any Third Party will not be required to investigate whether it is

unsafe or hazardous for the Product(s) to be delivered into, or contained or transported in, any such vehicle.

6. Termination. The Access Privileges are temporary in nature and may be terminated by Valero or any Third Party in their sole discretion, in whole or as to any one or more Terminal(s), or as to any one or more employees of Carrier, at any time by providing notice of termination. Any termination will be effective immediately upon notification to Carrier. Upon termination, Carrier must immediately return or cause to be returned to Valero all driver access cards or other materials furnished to Carrier. Valero or any Third Party may, at any time and for any reason during the term hereof, deny access to any of the Terminal(s).

7. Indemnity. Carrier agrees to indemnify, hold harmless, and defend Valero Energy Corporation, its subsidiaries and affiliates, and each of their respective officers, directors, agents, employees, representatives, successors, and assigns (collectively, the "Valero Parties") from and against any and all claims, demands, damages, fines, penalties, losses, causes of action, liabilities, and judgments (collectively, "Claim(s)") of every kind (including all expenses of litigation, court costs, and reasonable attorney's fees) arising out of any negligent or wrongful act or omission of Carrier, including, without limitation, Claims for (i) damage to any property or injury to or death of any person (including, but not limited to, employees of Carrier), (ii) breach of this Agreement by Carrier, its officers, agents, employees, representatives, and contractors (collectively, the "Carrier Parties"), and (iii) violation of any Laws by any of the Carrier Parties. The foregoing indemnity shall apply even if the Claim is based in part upon the joint or concurrent negligence or strict liability of any of the Valero Parties; however, Carrier will not be required to indemnify the Valero Parties for any Claim determined by final judgment of a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of the Valero Parties.

8. Insurance Requirements. Carrier must at all times comply with all Laws with respect to worker's compensation, employer's liability and occupational disease insurance. Carrier must obtain and furnish to Valero at the address set forth above (c/o Carrier Insurance Administration) certificates of insurance reflecting that Carrier has in force and effect the types and amounts of insurance set forth in Exhibit C attached hereto and made a part hereof, with companies reasonably satisfactory to Valero. Valero may, at its sole discretion, change any and all coverages set forth in Exhibit C by delivering a revised form thereof to Carrier, and Carrier agrees to be bound by the terms thereof. Furthermore, Carrier must comply with all insurance requirements of any Third Party.

9. Department of Transportation Regulations. Prior to transporting any Product(s) or detergent additives loaded at or delivered to the Terminal hereunder, Carrier and its drivers must:

- a. Make, or cause to be made, the following certifications on the product transfer documentation covering the Product, or detergent additives received:

"If required by 49 CFR 172.204, this is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

"Carrier hereby certifies that the cargo tank used for this shipment is a proper container for the commodity loaded therein and complies with Department of Transportation specifications, and certifies the cargo tank is properly placarded and marked to comply with regulations pertaining to hazardous materials"; and

- b. Have in any vehicle transporting Product(s) or detergent additives at all times during transportation of the Product(s) the most current edition of the Department of Transportation Emergency Response Guidebook pursuant to the requirements of 49 CFR 172.602, as amended.

10. Miscellaneous. This Agreement and (where applicable) any transportation services agreement to which Valero and Carrier are parties constitute the entire agreement between the parties relating to the subject matter hereof, and supersedes and terminates as of the date hereof, any prior agreement between the parties hereto covering the loading or delivering of Product(s) at any Terminal(s), subject, however, to all rights, liabilities, and obligations accruing under any such prior agreement before said date of termination. This Agreement shall be governed by the laws of the State of Texas, without regard to Texas conflicts of laws rules or principles. Any invalid provision, or part thereof, of this Agreement shall be deemed severed from the valid provisions, which shall remain in full force and effect and be construed in such a manner as to effectuate the original intent of the parties as fully as possible without violating applicable Laws.

11. Assignment. The terms and conditions hereof are binding upon, and will inure to the benefit of the parties hereto, their respective legal representatives, successors, and assigns; provided, however, Carrier may not assign any of its rights, privileges, duties or obligations hereunder without the prior written consent of Valero.

Valero Marketing and Supply Company

Signature By: _____

Print Name: _____

Title: _____

Carrier Name: _____

Signature By: _____

Print Name: _____

Title: _____

**EXHIBIT A
TO CARRIER ACCESS AGREEMENT**

ACCESS AUTHORIZATION

Carrier hereby authorizes the following identified employees to exercise the Access Privileges granted to Carrier under and in accordance with the terms and conditions of that certain Carrier Access Agreement between Valero and Carrier (“Agreement”).

Names of Employee drivers:

Driver’s License Numbers:

Carrier may from time to time add, delete or substitute employees under this Exhibit A by giving FAX notification of such change to Valero c/o Carrier Insurance Administration at (210) 370-4919, specifying the Terminal involved, and providing all information required with respect to any new or substituted employee. Any such addition, deletion or substitution will be subject to all terms and conditions of the Agreement.

Carrier Name: _____

Signature By: _____

Print Name: _____

Title: _____

**EXHIBIT B
TO CARRIER ACCESS AGREEMENT**

SAFETY PRACTICES AND ACCESS SYSTEM

1. All of Carrier's employees or agents entering a Terminal must be trained in all safety and security requirements of the Terminal and must strictly follow those requirements (including any requirements regarding protective or fire retardant clothing).
2. All tank trucks must display placarding in accordance with applicable federal, state and local laws, rules and regulations.
3. All tank trucks and related equipment must be maintained in a safe condition, free from leaks and in all respects suitable for loading.
4. Drivers loading any Products must remain in attendance at the loading equipment at all times during the loading process. Loading valves may not be blocked open. For asphalt loading, if Terminal personnel operate the pumps, drivers loading asphalt must attend the loading spout and are responsible for monitoring the loading process and for informing the loader when to shut down the asphalt loading pumps. In addition, asphalt drivers are responsible for ensuring that their trucks and trailers are suitable for loading hot asphalt, i.e., they are water and flammable hydrocarbon free.
5. When the loading rack space is clear, the driver is to proceed to proper loading position, come to a complete stop and shut down engines and all electrical equipment. All engines must be turned off while waiting for a loading position to become available.
6. Drivers loading flammable products (including asphalts loaded above their flash points) must immediately ground tanks and loading spouts upon stopping at a loading position. Grounds may not be removed until other loading equipment has been removed from the truck after loading.
7. No work or repair of any kind may be performed on the tractor or trailer while at the loading rack. If a truck stalls or cannot be started while at the loading rack, it must be towed away from the rack before any work is performed to get it started. No units may be pushed from the rack area nor may jumper cables be utilized inside Terminal gates.
8. In the event of a spill (of any size) the truck must not be started or moved until the spill has been cleaned up, unless otherwise expressly directed by Terminal personnel. Terminal personnel and Valero must be immediately notified of any spill.
9. Smoking is not permitted inside the Terminal gates. No loitering is permitted inside the Terminal gates.
10. Only authorized drivers are permitted inside the Terminal gates (i.e., no passengers).
11. Emergency telephone numbers are posted and all drivers must be familiar with them. Emergency fire fighting equipment is located in the loading rack area, and all drivers must be familiar with the locations.
12. Before using the loading facilities, a driver must complete the training described above; and have loaded, at the facility, during daytime hours when the Terminal is manned, a sufficient number of loads to satisfy Valero and/or the Terminal that the driver understands the procedures.
13. Drivers finding any questionable conditions existing upon arrival at a Terminal (e.g. gate open, unlocked or damaged; loading rack vandalized; loading arm in other than correct rest position; all lights out) must contact Valero (or its designated representative) before proceeding beyond the discovered condition.

Initials

**EXHIBIT C TO
CARRIER ACCESS AGREEMENT
MINIMUM INSURANCE REQUIREMENTS**

1. Commercial Auto Liability

- (i) Limits - combined single limit of not less than \$1,000,000 per occurrence.
- (ii) Coverages:
 - (1) owned vehicles
 - (2) hired vehicles
 - (3) non-owned vehicles
 - (4) mobile equipment
 - (5) environmental restoration in accordance with the MCS-90 endorsement as prescribed under sections 29 and 30 of the Motor Carrier Act of 1980
- (iii) In the event the Access Privileges provided to Carrier by Valero or any Third Party include the lifting of liquefied petroleum gas products, then the required limit of insurance set forth in Paragraph 1(i) is not less than a combined single limit of \$5,000,000 per occurrence.
- (iv) “Valero Energy Corporation, its subsidiaries and affiliates, and each of their officers, directors, and employees” (collectively, “Valero Insureds”), must be named as additional insureds as to all comprehensive auto liability policies.
- (v) Coverage may consist of primary and excess of policies.
- (vi) Coverage is to be primary to any insurance coverage carried by the Valero Insureds.

2. General Liability

- (i) Limits - combined single limit of not less than \$1,000,000 per occurrence.
- (ii) Coverages: Premise Liability, Sudden and Accidental Pollution, Fire Damage and Medical Expense.
- (iii) The Valero Insureds must be named as additional insureds as to all general liability policies.
- (iv) Coverage may consist of primary and excess of policies.
- (v) Coverage is to be primary to any insurance coverage carried by the Valero Insureds.

3. Workers’ Compensation/Employer’s Liability

- (i) Workers’ compensation insurance must be maintained to comply with the statutory limits, including occupational disease, for the state in which operations are conducted.
- (ii) Employer’s Liability Coverages:
 - A. \$100,000 per accident
 - B. \$100,000 disease, each employee
 - C. \$500,000 disease policy limit

4. Provisions Applicable to All Policies Described Above

- (i) Carrier and its insurers agree to waive their rights of subrogation against the Valero Insureds under all policies described herein.
- (ii) Carrier agrees that it is solely responsible for all premium payments, audits, deductibles, retro adjustments or any other payments due insurers by Carrier and that the Valero Insureds have no liability therefore.
- (iii) All policies must require that the insurer provide Valero with at least 30 days notice of any cancellation or non-renewal of coverage.
- (iv) Carrier must have its insurers provide certificates of insurance to Valero evidencing that the coverage required herein is in full force and effect throughout the term of the Agreement.

Initials