

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

Please mark below the specific terminal(s) at which you are to be authorized.

| TERMINAL OPERATOR                    | TERMINAL LOCATION                                   | STREET ADDRESS & PHONE NUMBER                                      |
|--------------------------------------|---|--|
| Apex                                 | <input type="checkbox"/> Mt. Airy, LA               | 4084 Hwy. 44 South, Garyville, LA 70051; (985) 535-6256            |
|                                      | <input type="checkbox"/> Wilmington, NC             | 3314 River Road, Wilmington, NC 28412; (910) 799-0030              |
| 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            |
| Center Point                         | <input type="checkbox"/> Baltimore, MD (West)       | 3100 Vera St., Baltimore, MD 21226; (410) 355-4500                 |
|                                      | <input type="checkbox"/> Blakeley Island, AL        | 1257 Cochrane Causeway, Mobile, AL 36610; (251) 433-5418           |
|                                      | <input type="checkbox"/> Chesapeake, VA             | 428 Barnes Road, Chesapeake, VA 23324; (757) 545-4641              |
|                                      | <input type="checkbox"/> Chickasaw, AL              | 200 Viaduct Road, Chickasaw, AL 36611; (251) 456-8491              |
|                                      | <input type="checkbox"/> Galveston, TX              | 3801 GTI Blvd., Pelican Island, Galveston, TX 77554 (409) 744-6351 |
|                                      | <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"/> Greensboro, NC             | 6900 West Market Street, Greensboro, NC 27409; (336) 854-8556      |
|                                      | <input type="checkbox"/> Jacksonville, FL           | 3101 Talleyrand Ave., Jacksonville, FL 32206; (904) 345-3306       |
|                                      | <input type="checkbox"/> Memphis, TN                | 1232 Riverside Blvd., 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"/> Pine Bluff, AR             | 4303 Emmett Sanders Rd., Pine Bluff, AR 71601; (870) 535-5030      |
|                                      | <input type="checkbox"/> Port Allen, LA             | 995 Ernest Wilson Dr., Port Allen, LA 70767; (225) 383-9211        |
|                                      | <input type="checkbox"/> Salisbury, MD              | 1134 Marine Road, Salisbury, MD 21801; (410) 742-2204              |
|                                      | <input type="checkbox"/> St. Louis, MO              | Foot of Mullanphy Street, St. Louis, MO 63102; (314) 621-0522      |
| <input type="checkbox"/> Weirton, WV | 3048 Birch Drive, Weirton, WV 26062; (304) 748-1190 |  |

**You must complete the following information for us to initiate your access to our terminals:**

\_\_\_\_\_  
 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

I am a customer purchasing product. Yes \_\_\_\_\_ No \_\_\_\_\_

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 certificate of insurance per Exhibit C.**

**Please attach completed IRS Form W-9 per Exhibit D.**

*Before we can issue terminal access codes, we require the signatures of our customers and all common carriers on this Customer/Carrier Responsibility Agreement (“Agreement”). Exhibit B contains the loading requirements to which you and/or your common carriers must adhere when loading product at terminals operated by Apex, PF&T and Center Point (each as defined below). You must require your drivers or a common carrier, if you use one, to comply with the loading requirements and other terms and conditions. It is your responsibility to ensure such compliance.*

## CUSTOMER/CARRIER RESPONSIBILITY 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 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 and/or accessing Products stored at the Terminals.

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 shall furnish User access codes that will enable User and its Agents to enter the Terminals and load Products. 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 upon change in common carrier. 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 Blvd., Suite 400, St. Louis, Missouri 63105, must be provided within 24 hours of the oral 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 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. 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:

- commercial general liability insurance with bodily injury and property damage limits of not less than \$1 million as to any one person or any one occurrence, or \$1 million general aggregate;
- 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, and including an MCS 90 Endorsement, as applicable;
- excess liability/umbrella insurance over the above-listed coverages to a cumulative limit of \$5,000,000; and
- workmen's compensation insurance with a minimum limit of \$1 million per occurrence or the amount required by applicable law.

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 C 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, 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 shall train new drivers to load trucks to the satisfaction of the Terminal manager. New 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 the Terminal manager's appointee) in his/her discretion. User certifies and warrants to Operator that User 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. User acknowledges that each driver or other 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 or Agents and shall pay any application or processing fee charged by the regulatory agency administering the credentialing program.

**7. Sale Terms.** The Apex Oil Company, Inc./Clark Oil Trading Company/Enjet, LLC General Terms and Conditions for Petroleum Product Purchases and Sales Effective August 1, 2010 (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](http://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 shall 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, 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.

**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 shall 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, LLC**

By: \_\_\_\_\_  
Their authorized representative

**USER:**  
\_\_\_\_\_  
(Type or print company name)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO CUSTOMER/CARRIER AGREEMENT**

If you are a Customer, please list all your Agents (common carriers) authorized to take delivery of product on your behalf:

| <b>Company Name</b> | <b>Phone</b> | <b>Contact Person</b> |
|---------------------|--------------|-----------------------|
|                     |              |                       |
|                     |              |                       |
|                     |              |                       |
|                     |              |                       |
|                     |              |                       |
|                     |              |                       |
|                     |              |                       |
|                     |              |                       |

If you are a customer operating your own trucks, please list your drivers' names below or on a separate sheet. If you are a common carrier, list drivers' names below or attach a separate list.

---

---

---

---

---

---

---

---

Use an additional sheet if the space provided is not sufficient.

*You can also use this sheet or an additional sheet to notify Operator of any terminated employees or to delete employees (or agents) no longer requiring access on your behalf.*

## EXHIBIT B TO CUSTOMER/CARRIER AGREEMENT

### Loading Requirements:

1. Drivers and their employers shall be responsible for all spills and damage to equipment caused by their negligence or intentional actions.
2. Each driver is responsible for ensuring that gates are closed when they enter or leave the facility. Violation of this procedure is cause for termination of 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. At no time is the driver to leave the loading rack while the truck is loading.
5. The driver is responsible for following the procedure sequence which is posted in the loading bay to receive Product safely.
6. No work is to be performed on a truck while it is in the loading area.
7. No cell phone use while on Terminal property.
8. Drivers are to follow all safety procedures set by the Terminal managers and comply with any other site-specific loading/unloading requirement or procedures posted at the Terminal.
9. Drivers are responsible for taking the correct number and copies of manifest.
10. Drivers are responsible for using correct access and customer codes.
11. Driver access codes and PIN numbers are not to be shared with others. Failure to maintain confidentiality of these codes will result in revocation of loading privileges.
12. Each driver immediately shall notify Operator and the Terminal of any loss of the driver's TWIC card or other access credentials. Such notification to the Terminal can be made verbally to the Terminal manager and by written notice within 24 hours of verbal notice.
13. All trucks must have the proper connections for safe loading. No adapters are permitted.
14. All trucks must have their air brakes locked while loading.
15. Trucks must be turned off and all electric on the trucks shut off while loading (i.e., lights, radio, C.B.'s, etc.).
16. No smoking is permitted in the loading area or in trucks on the Terminal grounds.
17. All trucks are to be equipped with anti-overflow equipment.
18. All trucks are to be equipped with vapor recovery connections to the extent required by applicable law or regulations.



# EXHIBIT C TO CUSTOMER/CARRIER 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).**

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

**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  | ADDSUBR INSR                        | WVD                      | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY)  | POLICY EXP (MM/DD/YYYY)  | LIMITS   |
|-------------------------------------|--|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|
|                                     | <b>GENERAL LIABILITY</b>   |                                     |                          |                          |                          |                          | EACH OCCURRENCE \$ 1,000,000                     |
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |                          |                          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$     |
| <input type="checkbox"/>            | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                      | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | MED EXP (Any one person) \$                      |
|                                     |  |                                     |                          |                          |                          |                          | PERSONAL & ADV INJURY \$                         |
|                                     | GEN'L AGGREGATE LIMIT APPLIES PER:   |                                     |                          |                          |                          |                          | GENERAL AGGREGATE \$ 1,000,000                   |
| <input type="checkbox"/>            | POLICY   | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | PRODUCTS - COMP/OP AGG \$                        |
| <input type="checkbox"/>            | PROJ-JECT  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | \$   |
| <input type="checkbox"/>            | LOC  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | \$   |
|                                     | <b>AUTOMOBILE LIABILITY</b>  |                                     |                          |                          |                          |                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| <input checked="" type="checkbox"/> | ANY AUTO   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |                          |                          | BODILY INJURY (Per person) \$                    |
| <input type="checkbox"/>            | ALL OWNED AUTOS  | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | BODILY INJURY (Per accident) \$                  |
| <input type="checkbox"/>            | SCHEDULED AUTOS  | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | PROPERTY DAMAGE (Per accident) \$                |
| <input type="checkbox"/>            | HIRED AUTOS  | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | \$   |
| <input checked="" type="checkbox"/> | MCS 90   | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | \$   |
|                                     | <b>UMBRELLA LIAB</b>   |                                     |                          |                          |                          |                          | EACH OCCURRENCE \$                               |
| <input checked="" type="checkbox"/> | OCCUR  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                          |                          |                          | AGGREGATE \$ 4,000,000                           |
| <input type="checkbox"/>            | EXCESS LIAB  | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | \$   |
| <input type="checkbox"/>            | CLAIMS-MADE  | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | \$   |
|                                     | DED  | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | WC STATU-TORY LIMITS OTH-ER                      |
|                                     | RETENTION \$   | <input type="checkbox"/>            | <input type="checkbox"/> |                          |                          |                          | E.L. EACH ACCIDENT \$                            |
|                                     | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                       |                                     |                          |                          |                          |                          | E.L. DISEASE - EA EMPLOYEE \$                    |
|                                     | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | E.L. DISEASE - POLICY LIMIT \$                   |
|                                     | If yes, describe under DESCRIPTION OF OPERATIONS below                     | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |

**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 Customer/Carrier Responsibility Agreement with Insured.

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

# EXHIBIT D TO CUSTOMER/CARRIER 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<br>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 <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> 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.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | 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 *How to get a TIN* on page 3.

|                               |  |  |  |  |  |  |  |  |  |
|-------------------------------|--|--|--|--|--|--|--|--|--|
| <b>Social security number</b> |  |  |  |  |  |  |  |  |  |
|                               |  |  |  |  |  |  |  |  |  |

**or**

|                                       |  |  |  |  |  |  |  |  |  |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| <b>Employer identification number</b> |  |  |  |  |  |  |  |  |  |
|                                       |  |  |  |  |  |  |  |  |  |

**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.

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

|                  |                                  |              |
|------------------|----------------------------------|--------------|
| <b>Sign Here</b> | 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](http://www.irs.gov/pub/irs-pdf/fw9.pdf)