THROUGHPUT AND DEFICIENCY AGREEMENT

BY AND BETWEEN

BENGAL PIPELINE COMPANY LLC

AND

[________________]

DATED: JANUARY 29, 2008

THROUGHPUT AND DEFICIENCY AGREEMENT

This Throughput and Deficiency Agreement is made and entered into as of the __________ day of ___________ 2008 (the "Effective Date") by and between Bengal Pipeline Company LLC ("Bengal"), a Delaware limited liability company, with offices at 1185 Sanctuary Parkway, Suite 100, Alpharetta, Georgia 30004 and [Shipper Name], ("Shipper") a [State of organization/incorporation] [form of organization/incorporation] with an address of [address].

WITNESSETH:

WHEREAS, Bengal owns and operates an existing twenty-four inch refined petroleum products pipeline from Norco, Louisiana to Baton Rouge, Louisiana (the "Bengal 24" Pipeline") with an annual, average daily capacity of 250,000 bpd (the "Base Capacity"), and an existing petroleum products storage facility located in Baton Rouge, Louisiana (the "Storage Facility"); and

WHEREAS, Bengal proposes to perform certain alterations and improvements to the Bengal 24" Pipeline to increase the capacity of the pipeline to approximately 305,000 barrels per day of capacity (such 55,000 barrels per day of increased capacity, the "Expanded Capacity"; and such Bengal 24" Pipeline as proposed to be expanded, the "Bengal 24" Pipeline Expansion"), subject to evidence of sufficient shipper interest in and support for the Bengal 24" Pipeline Expansion, and subject further to the terms and conditions of this Agreement; and

WHEREAS, Bengal conducted a binding Open Season to determine the level of shipper interest in the Bengal 24" Pipeline Expansion, and to receive binding commitments from shippers to ship Product on the Expanded Capacity; and

WHEREAS, Shipper has responded to the Open Season and desires to commit to ship a specified volume of Product on the Expanded Capacity in accordance with and subject to the terms and conditions specified herein; and

WHEREAS, in exchange for the commitment by Expansion Shippers to transport a specified volume of Product on the Expanded Capacity, upon Bengal's execution of this Agreement, if and when this occurs, Bengal is willing to undertake and perform alterations and improvements to effectuate the Bengal 24" Pipeline Expansion subject to satisfaction of the conditions precedent set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Bengal and Shipper hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 In addition to the terms defined in the introductory paragraph, the recitals and the remaining provisions of this Agreement, the following terms shall have for all purposes of this Agreement the respective meaning set forth below:

"Agreement" shall mean this Throughput and Deficiency Agreement and all exhibits and appendices hereto as originally executed or as may from time to time be supplemented or amended by written agreement of the Parties.

"Alternative Tariff Delivery Point" shall mean the Plantation Tank Farm.

"Authorizations" shall mean all licenses, permits, property rights of ingress and egress, certificates, servitudes, judgments, orders, rulings, patents, patent licenses, operating agreements, and such other authorizations as may be required or prudent in connection with the Bengal 24" Pipeline Expansion.

"Barrel" shall mean 42 United States standard gallons at 60 degrees Fahrenheit.

"Base Capacity" shall have the meaning set forth in the recitals of this Agreement.

"Bengal" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Bengal 24" Pipeline" shall have the meaning set forth in the recitals of this Agreement.

"Bengal 24" Pipeline Expansion" shall have the meaning set forth in the recitals of this Agreement.

"bpd" shall mean Barrels per day.

"Commencement Date" shall mean the first day of the month following the date that Bengal notifies Shipper in writing that: (***a***) Bengal has completed all modifications, improvements and testing necessary for the Bengal 24" Pipeline Expansion; (***b***) the expanded Bengal 24" Pipeline is ready to commence commercial service with respect to the transportation of Product on the Expanded Capacity at a minimum average daily rate of approximately 55,000 bpd (depending on Product mix) with in-place facilities and no DRA; and (***c***) all tariff filings required under this Agreement: (***i***) have been made; and (***ii***) have not been protested, complained of or otherwise challenged; unless Bengal in its sole discretion decides to commence shipments on the Expanded Capacity prior to the resolution of any such protest, complaint or challenge. Such notice to Shipper shall be given as soon as reasonably practicable after the last of the events specified in subparts (a), (b) and (c) above have been achieved, but in any event, at least thirty (30) days prior to the Commencement Date. The Commencement Date shall not occur earlier than October 1, 2009 nor later than September, 30 2010; provided, however, that if the Commencement Date occurs after October 1, 2010, the Term will be reduced day for day for each day following October 1, 2010 until the Commencement Date.

"Construction Costs" shall mean all costs and expenses incurred by Bengal in connection with the Bengal 24" Pipeline Expansion including, without limitation, those relating to design, asset modification or enhancement and developmental costs, whether internal or external. For purpose of clarity, included in such costs and expenses are all planned expenditures that have been committed to by Bengal via purchase order, contract or otherwise even if Bengal has not remitted funds for the goods or services that are the subjects thereof.

"Construction Cost Reimbursement" shall have the meaning set forth in Section 9.2(b).

"Contract Month" shall mean the period comprised of the calendar month, or part thereof, at issue commencing on the Commencement Date and occurring during the term of this Agreement.

"Contract Volume" shall mean the aggregate sum of the Minimum Annual Volumes for each Contract Year during the Term of this Agreement. The Contract Volume shall be comprised of the volume of Products shipped by Shipper from an Origin Point for delivery to the Expansion Tariff Delivery Point.

"Contract Year" shall mean the period beginning on the Commencement Date or any anniversary thereof and ending 365 consecutive days (366 consecutive days in the case any such period has February 29th) later.

"CPC Mainline" shall mean the mainline segments of the CPC System between Baton Rouge, Louisiana and Greensboro, North Carolina.

"CPC System" shall mean the interstate common carrier pipeline system owned and operated by Colonial Pipeline Company that transports various grades and types of refined petroleum products from origins in the Gulf Coast and Northeast regions of the United States to destinations in the Southeast, East Coast, and Northeast regions of the United States, and which is connected to the Bengal 24" Pipeline.

"Deferred Volume" shall have the meaning set forth in Section 6.5.

"Deficiency Fee" shall mean forty cents (40.0¢) per each Barrel of Volume Deficiency.

"Deficiency Make-Up Credit" shall have the meaning set forth in Section 6.4.

"Deficiency Payment" shall have the meaning set forth in Section 6.3.

"Early Termination Payment" shall have the meaning set forth in Section 9.2(a).

"Effective Date" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Expanded Capacity" shall have the meaning set forth in the recitals of this Agreement.

"Expansion Rates" shall mean the rates determined in accordance with Section 3.2 applicable to volumes of Product transported by Shippers on the Bengal 24" Pipeline Expansion up to the level of Shippers' Volume Commitment (as specified in Exhibit C hereto), in exchange for which Expansion Shippers shall receive Priority Service as described in Section 5.1.

"Expansion Shippers" shall mean shippers that on or around the Effective Date have entered into throughput and deficiency agreements with Bengal for the transportation of a specified volume commitment on the Expanded Capacity of the Bengal 24" Pipeline Expansion.

"Expansion Tariff" shall mean the FERC tariff to be filed and posted by Bengal in connection with and payable by an Expansion Shipper for shipment of Product volumes up to the level of an Expansion Shipper's Volume Commitment on the Bengal 24" Pipeline Expansion, as such tariff may be amended, supplemented, or reissued by Bengal from time to time.

"Expansion Tariff Delivery Point" shall mean the Storage Facility (including that certain St. Francisville, Louisiana barge dock facility owned or operated by a third party).

"FERC" shall mean Federal Energy Regulatory Commission or any commission, agency or other governmental body succeeding to the powers of such commission.

"Force Majeure" shall mean any of the following events to the extent beyond the reasonable control of the Party claiming Force Majeure: acts of God; strikes; lockouts or other industrial disturbance; acts of a public enemy; domestic acts of terrorism; breakage of or accidents to refinery equipment, storage tanks, docks, or lines of pipe; wars; blockades; insurrections; riots; epidemics; landslides; earthquakes; necessity for compliance with any court order, law, regulation, agency decision (including FERC) or ordinance promulgated by any Governmental Authority having jurisdiction; civil disturbances; inability of a Party to obtain or delay in obtaining appropriate right-of-way, permits, licenses, materials, supplies, or labor and due in each case to actions by any Governmental Authority; and any other causes, whether of the kind herein recited or not and whether the cause is or is not existing on the Effective Date, which are not reasonably within the control of the Party claiming Force Majeure and not avoidable by the exercise of reasonable diligence. Force Majeure shall not include allocation of any pipeline systems covered by this Agreement. The settlement of strikes or differences with workers shall be entirely within the discretion of the Party effected. If a Force Majeure event impacts both Parties' ability to perform their obligations hereunder, the duration of such Force Majeure may be concurrent, so that each Party's obligations hereunder can be deferred simultaneously until the Force Majeure has ended.

"Force Majeure Deficiency Volume" shall mean the sum of the Minimum Monthly Volumes during the Force Majeure event *minus* the actual monthly volumes transported under the Expansion Tariff from an Origin Point to the Expansion Tariff Delivery Point.

"Garyville Local Tariff" shall mean the FERC tariff to be filed and posted by Bengal for transportation of Product from the Garyville, Louisiana Origin Point, as such tariff may be amended, supplemented or reissued by Bengal from time to time.

“Garyville Local Rate” shall mean the rate, as may be adjusted from time to time pursuant to FERC rules and regulations, as set forth in the Garyville Local Tariff, supplements thereto or reissues thereof. Unless otherwise required by a Governmental Authority, Bengal shall maintain the Garyville Local Rate at a level less than or equal to the Expansion Rate.

“Governmental Authority” shall mean governmental agencies, local, state and federal, having jurisdiction over the services to be provided, including the assets with which said services will be provided, under this Agreement.

“Guarantee” shall have the meaning set forth in Section 10.1.

“include” and “including” are to be construed without limitation.

“Minimum Annual Volume” shall mean the Volume Commitment by Shipper for the shipment of Product from an Origin Point to the Expansion Tariff Delivery Point, multiplied by the number of days in the subject Contract Year, subject to adjustment as set forth in this Agreement.

“Minimum Monthly Volume” shall mean Shipper's daily Volume Commitment multiplied by the number of days in the subject Contract Month. The total volume credited toward the Minimum Monthly Volume shall be comprised of the volume of Products shipped by Shipper from an Origin Point to the Expansion Tariff Delivery Point. The Minimum Monthly Volume shall be subject to adjustment as set forth in this Agreement.

“Norco Local Tariff” shall mean Bengal’s FERC tariff that is on file and posted by Bengal for transportation of Product from the Norco, Louisiana Origin Point, the same currently being Bengal FERC 10, as such tariff may be amended, supplemented or reissued by Bengal from time to time.

“Norco Local Rate” shall mean the rate, as may be adjusted from time to time pursuant to the FERC rules and regulations, as set forth in the Norco Local Tariff, supplements thereto or reissues thereof.

“Open Season” shall mean the open season initiated and conducted by Bengal pursuant to that certain Notice of and Procedures for Open Season dated January 29, 2008 for shippers desiring transportation services on the Expanded Capacity.

“Origin Point” shall mean an origination point of Bengal’s manifold for the Bengal 24” Pipeline. Transportation of Product under this Agreement shall commence at an Origin Point. The two Origin Points that shall be available for use under this Agreement are the Norco, Louisiana Origin Point and the Garyville, Louisiana Origin Point.

“Parties” shall mean Bengal and Shipper or their permitted assigns, and “Party” shall mean any of the Parties, as the case may be.

“Plantation” shall mean Plantation Pipe Line Company.

"Plantation Tank Farm" shall mean Plantation's tank farm located in the vicinity of East Baton Rouge Parish, Louisiana.

"Priority Service" shall have the meaning set forth in Section 5.1.

"Product" shall mean gasoline, distillates and any other products meeting Bengal's quality specifications published in the Shipper Manual (including without limitation Section 3 thereof), and, as applicable, the Rules and Regulation Tariff.

"Renewal Term" shall have the meaning set forth in Section 9.3.

"Revised Allocation Policy" shall mean the allocation policy substantially in the form set forth in Exhibit "B", applicable to the Expanded Capacity filed with the FERC and/or posted by Bengal in connection with shipment of Product on the Expanded Capacity, which policy shall be established by modifications to the Shipper Manual and, as applicable, the Rules and Regulation Tariff.

"Rules and Regulations Tariff" shall mean Bengal's Rules and Regulation Tariff filed with the FERC, as amended, supplemented or reissued from time to time, which, as of the Effective Date, is Bengal FERC 8 effective March 16, 2007.

"Shipper" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Shipper Manual" shall mean the Bengal shipper manual applicable to Bengal shippers in effect on the Effective Date, as may be amended, modified or supplemented from time to time.

"Storage Facility" shall have the meaning set forth in the recitals of this Agreement.

"Term" shall mean the period of time, commencing on the Effective Date, and ending on the date that is ten (10) years after the Commencement Date.

"Termination Payment" shall have the meaning set forth in Section 9.1.

"Volume Commitment" shall mean Shipper's Volume Commitment pursuant to this Agreement as set forth in Exhibit C hereto.

"Volume Deficiency" shall have the meaning set forth in Section 6.3.

1.2 The following rules of construction and interpretation shall apply to this Agreement: (***a***) all terms defined herein in the singular shall include the plural, as the context requires, and vice-versa; (***b***) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; (***c***) reference to any agreement, document or instrument means such agreement, document or instrument as amended, modified and supplemented in accordance with the provisions thereof; (***d***) all references to an Exhibit refer to an exhibit attached hereto and delivered herewith, each of which is hereby incorporated by reference and constitutes a part of this Agreement; (***e***) unless otherwise indicated, any reference made in this Agreement to a Section or an Article is a reference to a Section or Article of this Agreement; and (***f***) all captions and headings set forth in this Agreement are solely for convenience of reference, and shall not be used to construe the meaning of this Agreement or any portion thereof.

ARTICLE 2
OPERATION

2.1 The Base Capacity on the Bengal 24” Pipeline is an annual, average daily capacity of 250,000 bpd. Bengal proposes to expand its pipeline capacity from 250,000 bpd by 55,000 bpd, such incremental capacity being the Expanded Capacity. Pursuant to this Agreement, Bengal shall, subject to the terms and conditions herein, Bengal’s Rules and Regulations Tariff, and Bengal’s Shipper Manual, accept Product for transportation on the Expanded Capacity. Bengal shall deliver Product tendered by Shipper at an Origin Point for transportation on the Expanded Capacity to the Expansion Tariff Delivery Point or the Alternative Tariff Delivery Point. Products transported pursuant to this Agreement may be intermixed with other similar products. Certain Product may be batched from time to time.

2.2 Bengal, and where applicable connecting carriers, shall be the responsible party to accurately measure Product transported hereunder. Bengal shall have the right to sample and test Product in accordance with Bengal’s oversight program. The Parties understand and agree that Bengal’s responsibility and liability for damaged or lost Product shall be limited to those responsibilities and liabilities, including loss allowances, set forth in the Expansion Tariff, the Garyville Local Tariff, the Norco Local Tariff, the Rules and Regulation Tariff and the Shipper Manual.

2.3 Unless the Parties agree otherwise in writing, Shipper shall not be entitled to store, nor shall Bengal be obligated to hold, Products within the Storage Facility for more than (7) seven days per batch through the Storage Facility. Demurrage charges as set forth in the Rules and Regulation Tariff shall apply to volumes of Product remaining in storage beyond such time period. During the term of this Agreement commencing on the Commencement Date, Bengal will undertake commercially reasonable efforts to operate the Storage Facility so as not to disrupt the flow of ratable deliveries from Shipper.

2.4 Shipper's nominations and tenders of Products for transportation under this Agreement, shall, at all times, be subject to the terms and provisions of the Expansion Tariff, the Garyville Local Tariff, or the Norco Local Tariff, as applicable, the Rules and Regulation Tariff and the Shipper Manual (including without limitation the Revised Allocation Policy), and other applicable carrier rules and regulations filed with the FERC (including supplements thereto and/or successive reissues thereof) by Bengal, any of the foregoing of which may be changed, modified, canceled, supplemented or otherwise acted upon by Bengal in its sole discretion during the Term of this Agreement.

2.5 Bengal's obligations and duties as a common carrier to handle and carry volumes of Product received from Shipper, as well as its obligations and duties to all shippers that tender products, shall be determined pursuant to applicable laws, rules and regulations. The Parties expressly acknowledge and agree that the transportation and some related services provided hereunder are subject to the provisions of the Interstate Commerce Act and FERC jurisdiction.

ARTICLE 3
TARIFF FILINGS AND RATES

3.1 Tariff Filings: Bengal shall file and maintain with the FERC the Expansion Tariff and the Garyville Local Tariff, both of which shall be effective on the Commencement Date. To the extent permitted by law, the Expansion Tariff shall establish and maintain the applicable Expansion Rates pursuant to the provisions of Section 3.2. The Garyville Local Tariff shall establish and maintain the Garyville Local Rate pursuant to the provisions of Section 3.3. The Norco Local Tariff, which is currently in effect and on file with the FERC, shall establish and maintain the Norco Local Rate pursuant to the provisions of Section 3.4. Bengal may also request that any connecting carrier file modifications to any joint FERC tariff to the extent Bengal deems such filings necessary to implement this Agreement.

3.2 Expansion Rates: Shipper shall pay all applicable rates and charges for volumes of Product transported by Shipper on the Bengal 24" Pipeline Expansion. Bengal shall establish separate Expansion Rates, as follows, depending upon the applicable Origin Point. The initial Expansion Rate shall be forty-nine cents (49¢) per barrel of Product transported from the Garyville, Louisiana Origin Point. The initial Expansion Rate shall be fifty-four cents (54¢) per barrel of Product transported from the Norco, Louisiana Origin Point. The Expansion Rates may be adjusted annually (commencing year 2008) up to the level of the applicable ceiling level resulting from application of the index promulgated by the FERC in accordance with the FERC's indexing methodology currently set forth at 18 C.F.R. §342.3, including future amendments or modifications thereof. In the event the FERC terminates its indexing methodology set forth at 18 C.F.R. §342.3 during the Term of this Agreement, the Expansion Rates shall continue to be adjusted annually using the Producer Price Index for Finished Goods ("PPI") published each year. Notwithstanding anything contained herein to the contrary, in no event shall the Expansion Rates be less than forty-nine cents (49¢) per Barrel of Product transported from the Garyville, Louisiana Origin Point or less than fifty-four cents (54¢) per Barrel of Product transported from the Norco, Louisiana Origin Point. The Expansion Rates includes use of the Storage Facility subject to the limits of Section 2.3 above and pumpout cost to the CPC System.

3.3 Garyville Local Rate: The Garyville Local Rate shall apply to Product transported on the Expanded Capacity (a) by Shipper in excess of its Volume Commitment, and (b) by a shipper that has not committed to transport a specified volume of Product on the Expanded Capacity. The Garyville Local Rate may be below the level of the Expansion Rates in any year. The Garyville Local Rate includes use of the Storage Facility subject to the limits of Section 2.3 above as throughput tankage for Product transported on Bengal for further delivery to the CPC system subject to the limits of Section 2.3 above.

3.4 Norco Local Rate: The Norco Local Rate shall apply to Product transported on the Expanded Capacity (a) by Shipper in excess of its Volume Commitment, and (b) by a shipper that has not committed to transport a specified volume of Product on the Expanded Capacity. The Norco Local Rate may be below the level of the Expansion Rates in any year. The Norco Local Rate includes use of the Storage Facility subject to the limits of Section 2.3 above as throughput tankage for Product transported on Bengal for further delivery to the CPC system subject to the limits of Section 2.3 above

3.5 Shipper shall cooperate with Bengal in the filing of the Expansion Tariff and the Garyville Local Tariff and sign a letter of intent to use the services set forth in those tariffs, or the Norco Local Tariff, as applicable, provided that, in each case that the same comply with the terms and provisions of this Agreement. Shipper agrees that Bengal shall have the right to withdraw or cancel the Expansion Tariff, the Garyville Local Tariff, or the Norco Local Tariff and shall also have the right to not file the Expansion Tariff or the Garyville Local Tariff due to a third party protest or any court order, law, rule, regulation, agency decision or opinion (including a decision or opinion of FERC), or ordinance of any Governmental Authority having jurisdiction, or other similar challenge. Bengal shall also have the right to propose restructuring the Expansion Tariff, the Garyville Local Tariff, and the Norco Local Tariff. If a restructured tariff (as described in the preceding sentence) proposed by Bengal (***a***) will provide Shipper with the same transportation costs as the relevant existing tariff described in this Agreement, (***b***) does not deprive Shipper of any rights under this Agreement, and (***c***) does not increase Shipper's obligations under this Agreement, Shipper shall sign a letter of intent to use the services set forth in the restructured tariff, and Bengal shall file such tariff, which shall then serve as the applicable Expansion Tariff, Garyville Local Tariff, or Norco Local Tariff for purposes of this Agreement, provided that, in each case the same complies with the terms and provisions of this Agreement.

3.6 During the Term of this Agreement, Shipper agrees it will not protest, complain of or otherwise challenge the Expansion Tariff, Garyville Local Tariff, or Norco Local Tariff, provided that the same complies with the terms of this Agreement, and shall cooperate with Bengal in the defense of any third party protest, complaint or other challenge to the Expansion Tariff , Garyville Local Tariff, or Norco Local Tariff, to the extent that such tariff complies with the terms of this Agreement; provided, however, Shipper shall not be precluded from exercising its rights before the FERC and Shipper shall have no obligation hereunder to incur cost or expense related to the defense of any such protest, complaint or challenge.

3.7 Shipper expressly acknowledges and agrees that the rates paid by Expansion Shippers as the Expansion Rates hereunder may be greater than or different in amount than the rates paid by other shippers for similar transportation services provided by Bengal on the Bengal 24” Pipeline Expansion, including amounts paid pursuant to the Garyville Local Tariff or the Norco Local Tariff. Although Bengal contemplates that volumes nominated and shipped by Shipper will occur on the Expanded Capacity, in the event that all or any portion of such volumes in excess of Shipper’s Volume Commitment shall be transported by Bengal under the Base Capacity, the Parties agree that the Garyville Local Rate or the Norco Local Rate, as applicable, shall apply to such volumes. Shipper further expressly acknowledges and agrees that Shipper’s consent and agreement to such matters is an integral component of Bengal’s willingness to enter into this Agreement.

ARTICLE 4
CONDITIONS PRECEDENT; DUTY TO SUPPORT

4.1 Notwithstanding anything in this Agreement to the contrary, Section 4.2, Section 4.3 and Section 4.4 set forth certain conditions precedent to Bengal's agreements and obligations under this Agreement. If any of these conditions precedent is not satisfied to the satisfaction of Bengal in its sole discretion, Bengal shall have the right not to execute or to terminate this Agreement without advance notice but specified in writing to Shipper. If this Agreement is terminated pursuant to this Section 4.1, Bengal and Shipper shall be released from any and all obligations under this Agreement, except as otherwise expressly provided for herein. Bengal's right not to execute or to terminate this Agreement as a result of Section 4.2, Section 4.3 or Section 4.4 expires twelve (12) months from the Effective Date of this Agreement.

4.2 Bengal shall have received all certificates, approvals, authorizations, consents and Authorizations of all Governmental Authorities and third parties for the Bengal 24" Pipeline Expansion, and for the operation thereafter, necessary or in Bengal's sole opinion desirable, in connection with the Bengal 24" Pipeline Expansion or the operation thereof, in all cases in the form and substance acceptable to Bengal.

4.3 Bengal shall have received the written approval by the members of Bengal of the Bengal 24" Pipeline Expansion including without limitation the approval of all necessary funding therefore, along with approval of the board of managers of Bengal approving the execution of this Agreement and the transactions contemplated hereby, which approvals Bengal will obtain no later than April 30, 2008, and thereafter promptly notify Shipper of the results thereof.

4.4 Shipper hereby agrees (***a***) to take all such actions and do all such things as Bengal shall reasonably request and at Bengal's cost in connection with its applications for, and the processing of, necessary certificates, approvals and authorizations of FERC and other Governmental Authorities in connection with the Bengal 24" Pipeline Expansion, (***b***) at all times to support the Expansion Tariff, Garyville Local Tariff, and Norco Local Tariff, and the Expansion Rates, Garyville Local Rate, and Norco Local Rate, including future adjustments to the Expansion Rates permitted in accordance with the terms of this Agreement, as negotiated rates, and (***c***) not to, directly or indirectly, take any action that is designed to or may delay review or approval of the applications to FERC or any other Governmental Authorities or indicate a lack of support for the Bengal 24" Pipeline Expansion or the Expansion Rates, including any adjustment as aforesaid, as negotiated rates. Shipper shall use commercially reasonable efforts to comply with any reasonable requests from Bengal at Bengal's cost for assistance in seeking the Authorizations contemplated by Section 4.2 above. Shipper shall not be precluded from exercising its rights before the FERC or other Governmental Authorities, but it shall take its duty to support this Agreement into account prior to any such exercise.

ARTICLE 5
PRIORITY SERVICE

5.1 Notwithstanding any other provision of this Agreement, to the extent permitted by applicable law, the Revised Allocation Policy shall provide that a tender of Product by Shipper not exceeding Shipper's Volume Commitment shall not be subject to prorationing except as provided for in the Revised Allocation Policy set forth in Exhibit B hereto ("Priority Service"). Shipper shall pay the Expansion Rates, as described in Section 3.2, in exchange for such Priority Service.

ARTICLE 6
VOLUME COMMITMENT AND DEFICIENCIES

6.1 As an inducement to Bengal to enter into this Agreement, without which inducement Bengal would not enter into this Agreement, and subject to the terms and provisions of this Agreement, Shipper shall during the Term of this Agreement commencing on the Commencement Date, throughput the Minimum Annual Volumes in each Contract Year or pay the applicable Deficiency Payment as set forth herein below.

6.2 Only Barrels of Product nominated under the Expansion Tariff and shipped by Shipper from an Origin Point to the Expansion Tariff Delivery Point shall count as credits against the Minimum Annual Volume and the Contract Volume.

6.3 In the event that in any Contract Year during the Term of the Agreement, the volumes nominated under the Expansion Tariff and transported by Bengal from an Origin Point to the Expansion Tariff Delivery Point are less than the Minimum Annual Volume, as adjusted pursuant to the terms of this Agreement, then the difference between the volume actually transported and the Minimum Annual Volume in such Contract Year shall be referred to as the "Volume Deficiency". Shipper shall pay Bengal a deficiency payment (the "Deficiency Payment") within thirty (30) calendar days of receiving an invoice for the Deficiency Payment following the end of the Contract Year. The Deficiency Payment shall be an amount equal to the Volume Deficiency for the applicable Contract Year multiplied by the Deficiency Fee. To the extent that, during the Term, Shipper incurs a total Volume Deficiency in excess of one hundred and twenty-three million and two hundred thousand (123,200,000) barrels, Shipper shall not be required to pay Bengal any further Deficiency Payment for such excess amounts.

6.4 In the event that, in any Contract Month during the Term of this Agreement, volumes transported on the Expanded Capacity exceed the Minimum Monthly Volume, Shipper shall be entitled to receive a Volume Deficiency credit (the "Deficiency Make-Up Credit") equal to the volume transported for that Contract Month in excess of the Minimum Monthly Volume. Until utilized as set forth herein or until it expires as set forth below, the Deficiency Make-Up Credit for any Contract Month shall be applied as a credit against any volume shortfall in a future Contract Month, or, as requested by Shipper, against any Deferred Volume or any Force Majeure Deficiency Volume pursuant to a written notice to Bengal. The balance of all unutilized, unexpired Deficiency Make-Up Credits from prior Contract Months shall be maintained on the books as a "Deficiency Make-Up Credit Account," which shall be reported by

Bengal to Shipper on a monthly basis. Any Deficiency Make-Up Credit not utilized within twelve (12) months of the last day of the Contract Month in which such Deficiency Make-Up Credit was generated shall expire and shall no longer be included in the Deficiency Make-Up Credit Account available in future Contract Months. All Deficiency Make-Up Credits shall expire upon termination of this Agreement. All Deficiency Make-Up Credits applicable pursuant to the terms of this Section 6.4 shall be utilized on a first-in, first-out basis. Illustrative examples of the operation of the Deficiency Make-Up Credit mechanism appear in Exhibit "A". Shipper volumes transported on the Base Capacity shall generate less Deficiency Make-Up Credits than volumes transported on the Expanded Capacity. Deficiency Make-Up Credits for such volumes shall be calculated by applying a multiple of 0.8 times the volume shipped on the Base Capacity.

6.5 If during any Contract Month, Bengal is unable to transport the Minimum Monthly Volume on the Expanded Capacity due to allocation on the Bengal 24" Pipeline (as defined in the applicable allocation policies of Bengal), or if Shipper is unable to ship the Minimum Monthly Volume on the Expanded Capacity due to allocation on the CPC Mainline, then the Minimum Monthly Volume for the affected Contract Month shall be reduced to a volume equal to that part of the Minimum Monthly Volume that Shipper is able to ship to the Expansion Tariff Delivery Point and the Alternative Expansion Tariff Delivery Point, and that part of the Minimum Monthly Volume that cannot be shipped shall be treated as volume permitted to be deferred under this Agreement ("Deferred Volume"); provided, however, the foregoing shall apply only with respect to that amount of Product that (***a***) was nominated in good faith under the applicable tariff and in compliance with Bengal's Rules and Regulations Tariff or the rules and regulations tariff applicable to the CPC Mainline; (***b***) was not transported on the Expanded Capacity due to allocation on the Bengal system or the CPC Mainline; and (***c***) does not exceed, when added to the volume actually shipped by Shipper during the affected Contract Month, Shipper's Minimum Monthly Volume obligation. The Minimum Annual Volume for the subject Contract Year shall be reduced by an amount equal to the Deferred Volume. The obligation to ship any Deferred Volume shall be deferred and the Term of this Agreement shall be equitably extended to allow the Deferred Volume to be shipped during the Term as so extended.

6.6 Shipper acknowledges and agrees that in the event that nominations by Expansion Shippers and all other shippers in any Contract Month, or a cycle within such a month, total less than 50,000 bpd, Bengal may use the unutilized capacity of the Expanded Capacity for volumes nominated by other shippers without any reduction in the Deficiency Payment payable by Expansion Shippers to Bengal.

6.7 If during any Contract Month, Bengal is unable to transport the Minimum Monthly Volume on the Expanded Capacity due to (i) any operational reason or occurrence that is not the fault of Shipper, except as set forth in Section 6.5, Section 8.1, or (ii) a Force Majeure event affecting Bengal which last fifteen (15) consecutive days or less, then the Minimum Monthly Volume for the affected Contract Month shall be reduced by a volume equal to that part of the Minimum Monthly Volume that Shipper is able to ship to the Expansion Tariff Delivery Point or the Alternative Expansion Tariff Delivery Point, and that part of the Minimum Monthly Volume that cannot be shipped shall be treated as a Deferred Volume; provided, however, the foregoing shall apply only with respect to that amount of Product that (***a***) was nominated in good faith under the applicable tariff and in compliance with Bengal's Rules and Regulations Tariff; (***b***) was not transported on the Expanded Capacity due to an operational reason or occurrence that is not the fault of Shipper; and (***c***) does not exceed, when added to the volume actually shipped by Shipper during the affected Contract Month, Shipper's Minimum Monthly Volume obligation. The Minimum Annual Volume for the subject Contract Year shall be reduced by an amount equal to the Deferred Volume. The obligation to ship any Deferred Volume shall be deferred and the Term of this Agreement shall be equitably extended to allow the Deferred Volume to be shipped during the Term as so extended. .

ARTICLE 7
BILLING AND PAYMENT

7.1 Payments for transportation under the Expansion Tariff, the Garyville Local Tariff, or the Norco Local Tariff, as applicable, and transportation related fees shall be made in accordance with the provisions set forth in the Rules and Regulation Tariff and, as applicable, the Shipper Manual. Within (10) ten business days of the end of each month during the Term commencing on the Commencement Date, Bengal will provide Shipper with a monthly statement of throughput volumes and deficiency credits generated or used. Deficiency Payments shall be made annually within thirty (30) days of Shipper's receipt of the final invoice for the applicable Contract Year. Overdue Deficiency Payments shall accrue interest at the then-current prime rate (as stated in the Shipper Manual) plus three percent (3%) per year, or the highest amount allowed by applicable law, whichever is less, from and including the date on which the payment was due to be made through and including the date on which such later payment is made. Bengal shall provide annual statements of the Deficiency Make-Up Credit Account and Deficiency Payments due, if any, at the end of each Contract Year. Disputed Deficiency Payment invoices must be paid by Shipper on a timely basis subject to refund. All disputed Deficiency Payment refunds will include interest earned on the refund amount at the then current prime rate (as stated in the Shipper Manual) plus three percent (3%) from and including the date on which the payment was made through and including the date on which such payment was refunded.

ARTICLE 8
FORCE MAJEURE

8.1 Subject to the provisions of Section 8.2 below and except as provided in Section 6.7 above, if a Party is prevented from performing its obligations under this Agreement (other than to make a payment due hereunder) as a result of an event of Force Majeure, then, to the extent that it is affected by the event of Force Majeure, the obligations of the Parties hereto shall be deferred during the continuance of such Party's inability to perform caused by the event of Force Majeure, but for no longer period.

8.2 If Force Majeure is declared by either Party resulting in such Party being unable to transport the Minimum Monthly Volume, the following terms shall apply:

(a) During the Force Majeure event, Bengal shall calculate the Force Majeure Deficiency Volume;

(b) In the event the Contract Volume has not been met at the end of the Term due to Force Majeure, then this Agreement shall be extended by a maximum number of whole months defined by dividing the total cumulative Force Majeure Deficiency Volume by the Minimum Monthly Volume. No Deficiency Payment associated with a Force Majeure Deficiency Volume will be due if the Contract Volume has been shipped prior to the end of this extension. If a Force Majeure Deficiency Volume remains at the end of this Agreement, as extended, the Deficiency Payment will be charged.

8.3 In the event a Force Majeure renders any Party unable, in whole or in part, to carry out its obligations under this Agreement, such Party shall give the other Party notice and full particulars in writing as soon as practicable after the occurrence of the causes relied on, or give notice by telephone and follow such notice with a written confirmation within forty-eight (48) hours. The Party providing such notice shall use commercially reasonable efforts to: (***a***) ameliorate such conditions; (***b***) resume the continuation of its performance under this Agreement at the earliest time reasonably practicable; and (***c***) minimize the impact of such condition on the other Party.

ARTICLE 9
<u>TERM AND TERMINATION</u>

9.1 This Agreement shall run for the Term, subject to the termination and renewal provisions set forth below. After the Commencement Date, Shipper shall have the option, exercisable in its sole discretion, to terminate this Agreement prior to the end of the Term. To exercise such option, Shipper shall tender to Bengal (***a***) written notice of the termination no less than ninety (90) days prior to the proposed effective date of the termination, and (***b***) on the proposed effective date of the termination, an amount equal to the net present value of the Deficiency Payments that would be due after the effective date of the termination through the end of the Term (based on zero volumes throughput), after taking into consideration the volume of Product actually shipped prior to the effective date of termination and any Deficiency Make-up Credits existing on the effective date of the termination (the payment to be tendered to Bengal pursuant to subpart (b) above is hereinafter referred to as the "<u>Termination Payment</u>"). For purposes of this Section 9.1, present value shall be determined using a discount rate of 6.0% per year. The right to defer certain Deficiency Payments provided for in Section 6.3 shall not apply to the calculation or payment of any Termination Payment. On and after the termination of this Agreement in accordance with this Section 9.1, the Parties shall have no further obligations under this Agreement, other than those whose survival is expressly provided for herein.

9.2 Shipper acknowledges that Bengal will incur certain expansion and improvement costs associated with its performance under this Agreement prior to the Commencement Date. If Bengal is in compliance with the terms and conditions of this Agreement, and Shipper decides to terminate this Agreement after the Effective Date but prior to the Commencement Date, Shipper shall immediately notify Bengal of its decision to terminate, in which case one of the following terms shall apply:

(a) If there are more than one Expansion Shippers, Bengal shall offer Shipper's Volume Commitment to any other Expansion Shippers pursuant to the terms and conditions of this Agreement. If more than one such Expansion Shipper is willing to assume Shipper's Volume Commitment on the terms and conditions specified in this Agreement, Bengal shall allocate the Volume Commitment among such Expansion Shippers ratably. If no Expansion Shipper is willing to assume Shipper's Volume Commitment on the terms and conditions specified in this Agreement, then Shipper shall promptly, but in no event later than ninety (90) calendar days after notifying Bengal of its intent to terminate, tender to Bengal an amount equal to the net present value of the Deficiency Payments that would be due after the effective date of the termination through the end of the Term (based on zero volumes throughput) (such payment to be tendered to Bengal is hereinafter referred to as the "Early Termination Payment"). Present value shall be determined for purposes of this Section 9.2 in accordance with Section 9.1 above. The Parties agree that the Early Termination Payment shall be deemed liquidated damages and that such amount shall not be deemed a penalty, but is rather a reasonable amount of liquidated damages in light of the anticipated or actual harm caused by Shipper's termination of this Agreement as stated, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and that the payment of such amount shall be Bengal's sole and exclusive remedy for such termination by Shipper.

(b) If Shipper is the only Expansion Shipper, Shipper shall promptly, but in no event later than twenty-one (21) calendar days thereof, reimburse Bengal for its actual and committed Construction Costs from and after the Effective Date, *plus*, an administrative fee in the amount of fifteen percent (15%) of said costs (such reimbursement is hereinafter referred to as the "Construction Cost Reimbursement"). The Parties agree that the Construction Cost Reimbursement shall be deemed liquidated damages and that such amount shall not be deemed a penalty, but is rather a reasonable amount of liquidated damages in light of the anticipated or actual harm caused by Shipper's termination of this Agreement as stated, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and that the payment of such amount shall be Bengal's sole and exclusive remedy for such termination by Shipper.

9.3 So long as Shipper is not otherwise in default of this Agreement or the Rules and Regulations Tariff, Shipper shall have the option, exercisable in its sole discretion and by written notice to Bengal and received by Bengal no later than one hundred and eighty (180) days prior to the expiration of the Term, to renew this Agreement for an additional five (5) year period, effective as of the date of the expiration of the Term ("Renewal Term"). During the Renewal Term, the terms and conditions of this Agreement will remain in effect unless the parties mutually agree otherwise in writing. If Shipper renews this Agreement pursuant to this Section

9.3, Shipper shall receive line history in accordance with Bengal's applicable allocation policy at the expiration of the Renewal Term.

ARTICLE 10
GOVERNMENTAL LAWS, RULES AND REGULATIONS

10.1 This Agreement and the performance of obligations undertaken by the Parties hereunder, shall be subject to all valid and applicable federal, state and local laws, rules, regulations, tariffs and orders affecting either Bengal or Shipper, and the Parties hereby agree to comply with the same in connection with their respective performance hereunder. In the event that any Party or Parties hereunder is ordered by any Governmental Authority to take any action (or forebear from taking any action) that is inconsistent with its or their contractual commitments hereunder, then such Party or Parties shall be held harmless from any legal liability for breach of contract hereunder.

10.2 **THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO AND THE PROVISIONS OF THIS AGREEMENT SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF**.

10.3 In the event, at any time after the date this Agreement is entered into, any governmental or regulatory body shall require the installation or modification of facilities or fixtures, or require changes in Bengal's normal operating procedures related to the transportation and handling of Shipper's Product, Bengal shall notify Shipper of the necessity and cost of such installation of facilities or fixtures, or changes in operating procedures. Shipper shall pay its equitable pro rata share of any costs associated therewith, based upon Shipper's volume of throughput, compared to total throughput, through the systems impacted.

10.4 Shipper expressly relieves Bengal of any and all obligations hereunder to provide facilities and/or services when such facilities and/or services are contrary to any law, regulation or ruling.

ARTICLE 11
FINANCIAL RESPONSIBILITY

11.1 At all times during the Term of this Agreement, Shipper shall either (***a***) maintain credit ratings that are no lower than any of the minimum credit ratings set forth below, or (***b***) maintain in place a guarantee in favor of and in form and substance acceptable to Bengal in its sole discretion (the "Guarantee"):

Moody's Investor Services:	Baa3
Standard & Poor's:	BBB-

11.2 If at any time during the Term of this Agreement, (***a***) Shipper's credit rating shall fall below one or more of the minimum credit ratings set forth in the preceding Section, or (***b***) if a Guarantee shall be required in accordance with the preceding Section and the credit rating of the guarantor shall fall below one or more of the minimum credit ratings set forth above, then during the Term of this Agreement, Shipper shall, within seven (7) days after the date of the downgrade provide to Bengal a letter of credit or other credit support from a bank, financial institution or other third party acceptable to Bengal in its sole discretion. Such letter of credit or other credit support shall be for a principal amount that is, at a minimum, equal to the Shipper's total Volume Commitment for the twelve (12) month period commencing on the date of such letter of credit or other credit support, and shall otherwise be on terms and conditions acceptable to Bengal in its sole discretion. Should the Shipper or a guarantor subsequently meet the minimum credit ratings noted above at Section 11.1, such letter of credit or other credit support shall be cancelled.

ARTICLE 12
INDEMNIFICATION

12.1 In addition to the obligations of indemnification set forth in the Rules and Regulation Tariff, and not in lieu thereof, Shipper shall indemnify, defend, and hold harmless Bengal from and against any claims, demands, or causes of action asserted against Bengal by any person resulting from acts of negligence or willful misconduct on the part of Shipper, its employees, agents, contractors, subcontractors and employees of such subcontractors. Bengal shall indemnify, defend, and hold harmless Shipper from and against any claims, demands, or causes of action asserted against Shipper by any person resulting from acts of negligence or willful misconduct on the part of Bengal's members, its employees, agents, contractors, subcontractors and employees of such subcontractors.

12.2

a. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.2 b. BELOW, TO THE CONTRARY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR OR IN RESPECT OF ANY CONSEQUENTIAL LOSS OR DAMAGE, SPECIAL OR PUNITIVE DAMAGES OR LOSS OF PROFITS OR BUSINESS INTERRUPTION, SUFFERED OR INCURRED BY ANY OTHER Party ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS AGREEMENT, WHETHER ANY CLAIM FOR SUCH LOSS OR DAMAGE IS BASED ON TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, CONTRACT (INCLUDING BREACH OF OR FAILURE TO PERFORM THIS AGREEMENT OR THE BREACH OF ANY REPRESENTATION OR WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED) OR OTHERWISE.

b. The Parties hereby agree that to the extent that any of the following payments are required to be paid pursuant to this Agreement that any such payment shall not constitute a payment or damage that is prohibited by Section 12.2 a. above: (i) a Termination Payment pursuant to Section 9.1; (ii) an Early Termination Payment pursuant to Section 9.2(a); (iii) a Construction Cost Reimbursement pursuant to Section 9.2(b) (iv); and any Deficiency Payment pursuant to Section 5.3.

12.3 This Article 12 shall survive any termination of this Agreement.

ARTICLE 13
MISCELLANEOUS

13.1 Successors and Assigns. Except as otherwise provided in this Section 13.1, neither Bengal nor Shipper shall transfer, assign or encumber this Agreement, in whole or in part, without the prior written consent of the other Party. Any approved assignment by either Party shall not relieve the original assigning Party from its obligations hereunder and the original assigning Party shall continue to be liable therefor unless and until the other Party executes a written release in the assigning Party's favor. Shipper may assign this Agreement, without Bengal's prior written consent, to a successor in the event Shipper's Garyville refinery is sold or transferred to another party, provided such other party complies with Article 11 above. Bengal may assign this Agreement, without Shipper's prior written consent, in the event that the Bengal 24" Pipeline, as it may be modified or expanded during the Term, is sold or transferred to another party. Subject thereto, this Agreement shall be binding upon and inure to the benefit of the allowed successors and assigns of Bengal and Shipper, respectively.

13.2 Waivers and Remedies. The failure of either Shipper or Bengal to insist on any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a subsequent waiver of any such provisions or the relinquishment of any such rights for the future. Unless specifically provided otherwise in this Agreement, the rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by a party shall not preclude or waive its right to use any or all other remedies.

13.3 Drafting. As between the Parties hereto, it shall be conclusively presumed that each and every provision of this Agreement was drafted jointly by Bengal and Shipper.

13.4 Notices. Notices under this Agreement will be considered properly given when mailed, registered, certified or by a nationally recognized overnight carrier, return receipt requested, with postage prepaid or sent by facsimile and addressed as follows:

If to Shipper:

[Shipper Name]
Attention: ____________________
[Shipper Address]
Facsimile: (____) ___-_____

If to Bengal: Bengal Pipeline Company LLC
Attention: President
1185 Sanctuary Parkway, Suite 100

Alpharetta, GA 30004-4738
Facsimile: (678) 762-2465

With a mandatory copy to:

Bengal Pipeline Company LLC
Attention: Legal Department
1185 Sanctuary Parkway, Suite 100
Alpharetta, GA 30004 4738
Facsimile: (678) 762-2315

or to such addresses as may hereafter be designated by like notice. Notice given by mail will be effective forty-eight hours after it is placed in a mailbox for mailing. Notice given by facsimile will be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. A Party providing notice by facsimile shall, promptly after transmission, send a copy of such notice to the recipient by certified mail or personal delivery.

13.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

13.6 Entirety of Agreement; Modifications. This Agreement constitutes the entire understanding between the Parties with respect to this transaction, superseding all prior negotiations, statements, representations, correspondence, offers, discussions, agreements and understandings relating to this transaction. This Agreement may not be modified or altered orally or in any manner other than by an express agreement in writing signed by all persons or entities who are parties to this Agreement at such time

13.7 U.S. Dollars. Any monetary amounts set forth herein are based on United States Dollars.

13.8 Survival of Termination. Unless otherwise specifically set forth herein, the indemnification obligations set forth in Article 12 of this Agreement, all monetary obligations of the Parties under this Agreement and any liabilities resulting from enforcement of this Agreement shall survive termination hereof.

13.9 Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries of this Agreement and none are intended

13.10 Severability. The invalidity of any one or more provisions of this Agreement shall not affect the validity of the remaining provisions hereof, or the validity of this Agreement as a whole, and in the case of any such invalidity, this Agreement shall be construed to the maximum extent possible as if such invalid provision or provisions had not been included herein.

13.11 Representations.

(a) Bengal hereby represents and warrants to Shipper that it is a limited liability company duly organized under the laws of the jurisdiction of its organization, and that it is qualified to do business in all jurisdictions relevant to its activities under this Agreement.

(b) Shipper hereby represents and warrants that it is a [form of organization/incorporation] duly organized under the laws of the jurisdiction of its [organization/incorporation], and that it is qualified to do business in all jurisdictions relevant to its activities under this Agreement.

(c) Each Party hereby represents and warrants that it has the requisite organizational power and authority to enter into and perform its obligations under this Agreement, and that when executed and delivered to the other Party, this Agreement shall constitute a valid and legally binding obligation of such Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below but shall be effective as of the Effective Date.

SHIPPER

By:

Printed or Typed Name:

Title:

Date:

BENGAL Pipeline Company LLC

By:

Printed or Typed Name:

Title:

Date:

INDEX OF EXHIBITS

Exhibit "A"

Illustration of Deficiency Make-Up Credits

Exhibit A: Bengal Expansion Illustration of Deficiency Make-Up Credits

Make all input adjustments in *YELLOW* highlighted areas only.

Contract Year, Month ending in	September	T&D Volume Commitment *	50,000	Deficiency Fee, $/bbl	$ 0.40

No.	Month	Monthly Expanded Capacity Volumes Shipped	Monthly Base Capacity Volumes Shipped	Monthly Average Expanded Capacity Deliveries (bpd)	Deficiency Make-Up Credit Generated (bbls)	Deficiency Generated (bbls)	Deficiency Make-Up Credit Utilized (bbls)	Deficiency Make-Up Credit Expired (bbls)	Deficiency Make-Up Credit Account (bbls)	Year to Date Deficiency Volume (bbls)	Days/Month	Average Contract Year Volume bbl/day	Contract Year End Deficiency $	Force Majeure Event	Force Majeure Deficiency by Month	Force Majeure Cumulative Deficiency
	Sep-09			-	-	-	-	-	-	-	30	-	$ -			
1	Oct-09	1,575,000		50,806	25,000	-	-	-	25,000	-	31	50,806	$ -			
2	Nov-09	1,650,000		55,000	150,000	-	-	-	175,000	-	30	52,869	$ -			-
3	Dec-09	1,575,000	75,000	50,806	85,000	-	-	-	260,000	-	31	52,174	$ -			-
4	Jan-10	1,625,000		52,419	75,000	-	-	-	335,000	-	31	52,236	$ -			-
5	Feb-10	1,500,000		53,571	100,000	-	-	-	435,000	-	28	52,483	$ -			-
6	Mar-10	1,550,000		50,000	-	-	-	-	435,000	-	31	52,060	$ -			-
7	Apr-10	1,550,000		51,667	50,000	-	-	-	485,000	-	30	52,005	$ -			-
8	May-10	1,550,000		50,000	-	-	-	-	485,000	-	31	51,749	$ -			-
9	Jun-10	1,550,000		51,667	50,000	-	-	-	535,000	-	30	51,740	$ -			-
10	Jul-10	1,550,000		50,000	-	-	-	-	535,000	-	31	51,563	$ -			-
11	Aug-10	1,550,000		50,000	-	-	-	-	535,000	-	31	51,418	$ -			-
12	Sep-10	1,550,000		51,667	50,000	-	-	-	585,000	-	30	51,438	$ -			-
13	Oct-10	1,625,000		52,419	75,000	-	-	25,000	635,000	-	31	52,419	$ -			-
14	Nov-10	1,400,000		46,667	-	(100,000)	100,000	50,000	485,000	-	30	49,590	$ -			-
15	Dec-10	1,225,000		39,516	-	-	-	85,000	400,000	-	31	46,196	$ -	y	(325,000)	(325,000)
16	Jan-11	1,625,000		52,419	75,000	-	-	75,000	400,000	-	31	47,764	$ -			(325,000)
17	Feb-11	1,500,000		53,571	100,000	-	-	100,000	400,000	-	28	48,841	$ -			(325,000)
18	Mar-11	1,550,000		50,000	-	-	-	-	400,000	-	31	49,038	$ -			(325,000)
19	Apr-11	1,550,000		51,667	50,000	-	-	50,000	400,000	-	30	49,410	$ -			(325,000)
20	May-11	1,550,000		50,000	-	-	-	-	400,000	-	31	49,486	$ -			(325,000)
21	Jun-11	1,550,000		51,667	50,000	-	-	50,000	400,000	-	30	49,725	$ -			(325,000)
22	Jul-11	1,550,000		50,000	-	-	-	-	400,000	-	31	49,753	$ -			(325,000)
23	Aug-11	1,550,000		50,000	-	-	-	-	400,000	-	31	49,776	$ -			(325,000)
24	Sep-11	1,625,000		54,167	125,000	-	-	50,000	475,000	-	30	50,137	$ -			(325,000)

Notes:

Row 1: T&D commences in October 2009. Shipper averages 50,806 bpd in the Expanded Capacity and generates 25,000 Deficiency Make-Up Credits for volumes in excess of 50,000 bpd.

Row 2: Shipper averages 55,000 bpd in the Expanded Capacity, and generates 150,000 Deficiency Make-Up Credits. The total in the Deficiency Make-Up Credit Account is 175,000 credits (25,000 + 150,000).

Row 3: Shipper averages 50,806 bpd in the Expanded Capacity and ships 75,000 barrels (2419 bpd) in the Base Capacity. Shipper generates 85,000 Deficiency Make-Up Credits (25,000 + 0.8 x 75,000) for volumes in excess o

Row 4 through Row 12: Shipper continues to generate Deficiency Make-Up Credits in the Expanded Capacity, completing the Contract Year with a Deficiency Make-Up Credit Account balance of 585,000 credits.

Row 13: Shipper averages 52,419 bpd and generates 75,000 Deficiency Make-Up Credits. In addition, 25,000 Deficiency Make-Up Credits which were generated in Row 1 expired after twelve months.

Row 14: Shipper averages 46,667 bpd which results in a Deficiency of 100,000 bbls. 100,000 Deficiency Make-Up Credits are utilized to offset the Deficiency . In addition, 50,000 Deficiency Make-Up Credits expired (the remaini in Row 2) after twelve months.

Row 15: Force Majeure is declared for December. No Deficiency Generated barrels occur even though less than the Volume Commitment is shipped. A Force Majeure Deficiency of 325,000 bbls is created.

Row 16 through Row 24: Shipper continues to generate and expire Deficiency Make-Up Credits in the Expanded Capacity, completing the Contract Year with a Deficiency Make-Up Credit Account balance of 475,000 credits. Th apply the credits against the Force Majeure Cumulative Deficiency to bring that balance to zero or continue to carry the credits forward.

<u>Exhibit "B"</u>

<u>Revised Allocation Policy</u>

Exhibit "B"

Revised Allocation Policy

Introduction: There may be times when a carrier of refined oil products determines that the carrier's pipeline capacity is not sufficient to transport the full volume of product nominated by its shippers. If capacity is not readily available, pipeline capacity must be prorated. Set forth below is the Allocation Policy applicable to the Expanded Capacity and the Base Capacity following the Bengal 2008 Open Season. This allocation policy will go into effect only if carrier elects, in its sole discretion, to proceed with the proposed expansion, in which case this policy will be implemented to the extent permitted by applicable law: (1) through modifications to the Shipper Manual and (to the extent applicable) the Rules and Regulation Tariff, and (2) through any necessary or permissible filings with the FERC.

Bengal reserves the right to modify its Allocation Policy so long as any such modifications shall not have a materially adverse effect on a shipper's rights and obligations under the executed throughput and deficiency agreement between such shipper and Bengal.

REVISED ALLOCATION POLICY

I. DEFINITIONS

As used in this Allocation Policy and for purposes of this Allocation Policy only, the following definitions shall apply:

"Available Capacity": the 255,000 barrels per day annual, average daily capacity of the Bengal 24" Pipeline that includes the Base Capacity and the expected 5,000 bpd of non-committed Expanded Capacity.

"Base Capacity": the 250,000 barrels per day annual, average daily capacity of the Bengal 24" Pipeline that does not include the Expanded Capacity.

"Bengal 24" Pipeline": the twenty-four inch (24") refined oil products pipeline owned by Carrier that extends from Norco, Louisiana to Baton Rouge, Louisiana.

"Bengal 2008 Open Season": the open season announced by Carrier during January 2008 to solicit interest from shippers in the proposed Expanded Capacity on the Bengal 24" Pipeline.

"Carrier": Bengal Pipeline Company LLC, a Delaware limited liability company.

"Committed Expanded Capacity": that portion of the Expanded Capacity reserved for Expansion Shippers as capacity for the shipment of Product in connection with their Volume Commitment, which capacity is contemplated to be approximately ninety percent (90%) of the Expanded Capacity, and which capacity shall in no case exceed 50,000 barrels of annual, average daily capacity.

"Expanded Bengal 24" Pipeline": the Bengal 24" Pipeline as modified to have an annual, average daily capacity of approximately 305,000 barrels per day.

"Expanded Capacity": approximately 55,000 barrels of annual, average daily capacity, which is comprised of the Committed Expanded Capacity and the Remaining Expanded Capacity, and which is incremental to the Base Capacity.

"Expansion Shipper": a shipper that has, in response to the Bengal 2008 Open Season committed to transporting, or paying a deficiency fee in lieu thereof, certain specified volumes of Product on the Expanded Capacity pursuant to the terms of an executed throughput and deficiency agreement with Carrier.

"FERC": the U.S. Federal Energy Regulatory Commission or any successor agency thereto.

"Line History": a shipper's relative, actual shipments through the Available Capacity for the previous twelve (12) months. Line History is tracked on an aggregate basis for Available Capacity. Line History also includes an Expansion Shipper's relative, actual shipments through the Committed Expanded Capacity in accordance with Section II.B. of this Revised Allocation Policy.

"Minimum Batch Size": 25,000 barrels of fungible Product per cycle.

"New Shipper": a shipper that meets the criteria set forth for a "new shipper" as stated in the Shipper Manual. Subject to the application of such criteria, a New Shipper loses its status as a New Shipper twelve (12) months after receiving such status and becomes a Regular Shipper.

"Product": gasoline, distillates and any other refined oil products meeting Carrier's published quality specifications set forth in the Shipper Manual (including without limitation Section 3 thereof) and as applicable, the Rules and Regulation Tariff.

"Regular Shipper": a shipper who previously met the definitional requirements of a New Shipper, but who no longer meets one or more of the criteria required of a New Shipper.

"Remaining Expanded Capacity": the Expanded Capacity *minus* any utilized Committed Expanded Capacity.

"Rules and Regulation Tariff": Carrier's rules and regulation tariff on file with the FERC, as amended, supplemented, or reissued from time to time, the same currently being FERC 8, effective March 16, 2007.

"Shipper Manual": Carrier's shipper manual applicable to shippers of Product on the Bengal 24" Pipeline, as same may be amended, modified, or supplemented from time to time.

"Total Capacity": the sum of the Base Capacity and the Expanded Capacity.

"Volume Commitment": a commitment by an Expansion Shipper for the transportation of volumes on the Expanded Capacity in accordance with a throughput and deficiency agreement.

II. NOMINATIONS AND PRORATION PROCEDURES

A. Minimum Batch Size and Segregated Batches

Minimum batch size quantities apply to the transportation of Product by Carrier. The Minimum Batch Size applies to transportation of fungible batches of Product. In the event of allocation of pipeline capacity space, segregated batches of Product will not be transported by Carrier for New Shippers.

B. Expansion Shippers and Committed Expanded Capacity.

Nominations by Expansion Shippers up to the level of their Volume Commitment in the Committed Expanded Capacity shall not be subject to prorationing, except as provided below in Section II.D. of this Exhibit B. Nominations by Expansion Shippers in excess of their Volume Commitment in the Committed Expanded Capacity shall be considered nominations to ship in the Available Capacity, and the Expansion Shippers shall be treated as a Regular Shipper or a New Shipper, as applicable, with respect to such nominations.

In the event that the Committed Expanded Capacity is not fully utilized by Expansion Shippers, that capacity shall be made available to accommodate nominations by New Shippers and Regular Shippers based on their Line History. To the extent nominations exceed the amount of Committed Capacity that is not fully utilized by Expansion Shippers, Carrier shall allocate the capacity pro rata among nominating shippers based on the lesser of each shipper's Line History or its actual nomination. Line History will not be generated by actual shipments made by New Shippers or Regular Shippers in the Committed Expanded Capacity. Additionally, Line History will not be generated by shipments made by an Expansion Shipper in the Committed Expanded Capacity, unless, prior to the expiration of the ten (10) year term of the Expansion Shipper's throughput and deficiency agreement, such Expansion Shipper renews said agreement for an additional five-year period, in which case such Expansion Shipper will be deemed to have Line History up to the level of its Volume Commitment in the Committed Expanded Capacity in accordance with Bengal's then-applicable method for tracking Line History.

C. Prorationing

If, for any month, more Product is nominated to Carrier than can be transported by Carrier, then Carrier shall apportion the nominations received among shippers as follows: (i) up to 25,000 barrels per cycle of Available Capacity shall be allocated to each New Shipper; (ii) the remaining Available Capacity shall be allocated among Regular Shippers pro rata based on the lesser of each Regular Shipper's Line History or its actual nomination. Any remaining Available Capacity not allocated through steps (i) and (ii) shall be allocated pro rata among all remaining unallocated nominations.

Allocations will be granted in multiples of 25,000 barrels per cycle (5,000 bpd), which is the minimum batch size at origin and is also the predominate increment in which product is traded. Shippers with

Line History between multiples of 25,000 will be rounded to a multiple of 25,000 based on the following criteria:

0 < Ticket History < 5,499 barrels per 5 day cycle: No allocated space
5,500 < Ticket History < 30,499 barrels per 5 day cycle: 25,000 barrels of allocation
30,500 < Ticket History < 55,499 barrels per 5 day cycle: 50,000 barrels of allocation
55,500 < Ticket History < 80,499 barrels per 5 day cycle: 75,000 barrels of allocation
80,500 < Ticket History < 105,499 barrels per 5 day cycle: 100,000 barrels of allocation

D. Reduction in Pipeline Capacity

In the event Carrier is unable to transport an approximate 305,000 barrels per day of average daily Available Capacity because of any reduction in capacity on the Expanded Bengal 24" Pipeline, Carrier will establish a portion of the capacity then available as the Expanded Capacity.

In such circumstances,

1. the Expanded Capacity will be calculated by multiplying:

    i) the ratio of the Expanded Capacity prior to the reduction (estimated at 55,000 bpd) divided by the capacity of the Expanded Bengal 24" Pipeline prior to reduction (estimated at 305,000 bpd), *times*

    ii) the capacity then available.

    (If the estimated volumes stated above were the actual capacities, then the Expanded Capacity would be equal to 18% (55,000/305,000) of the capacity then available.)

2. the Expansion Shippers will have the ability to nominate and ship, in aggregate, up to 90% of the available Expanded Capacity.

III. LINE FREEZE

From time to time, Carrier may find it necessary to close and lock nominations on a certain line segment to assure sufficient pipeline capacity exists to process existing nominations for that cycle for that line segment. This process is called a freeze or freezing the line. During a line freeze, Carrier will allocate space on the affected segment(s) to or with existing, valid nominations for that line segment that were in effect when the line freeze was announced, not based on ticket history.

Exhibit "C"

Volume Commitment

<u>Exhibit "C"</u>

"Volume Commitment" shall mean **[___________]** bpd of Product committed by Shipper for transportation on the Committed Expanded Capacity in accordance with the terms and conditions of this Agreement. A minimum Volume Commitment of fifty thousand (50,000) bpd is required.

In the event that Bengal receives total proposed Volume Commitments from Shippers during the Open Season in excess of fifty thousand (50,000) bpd, then Bengal shall ratably reduce each Shipper's proposed Volume Commitment and shall notify Shipper in writing of its reduced Volume Commitment. Shipper must then notify Bengal in writing within ten (10) business days as to whether it is willing to execute this Agreement for such a reduced Volume Commitment. If Shipper is willing to execute this Agreement for the reduced Volume Commitment, Bengal shall insert such Volume Commitment in the definition above, which shall then be the applicable Volume Commitment for purposes of this Agreement.