



**CARRIER TERMINAL ACCESS AGREEMENT**

***IN CONSIDERATION OF GCE TERM 1 LLC*** ("Gulf Coast Energy") granting to the undersigned carrier ("Carrier") the privilege of access to the Gulf Coast Energy Terminal located in Houston, ("Terminal"), and permission for our representatives to perform loading operations thereon and all acts incidental thereto in accordance with Gulf Coast Energy rules, regulations, and instructions, set forth in "Instructions to Drivers for Loading and Unloading", receipt of copies of which is hereby acknowledged by the Carrier (and in accordance with any modifications or additions to the same which may hereafter be furnished Carrier, or posted at the Terminal), the Carrier hereby agrees to indemnify Gulf Coast Energy as follows:

1. Carrier shall indemnify and hold Gulf Coast Energy harmless from and against all claims, losses, suits, liability and expense caused by or resulting from
  - 1.1. negligent or willful acts or omissions on the part of Carrier, its employees, agents or contractors (including, but not limited to, any contractors transporting commodities to or from the Terminal) in the performance of this Agreement;
  - 1.2. the concurrent negligent or willful acts or omissions of Gulf Coast Energy, its employees, agents or contractors, and Carrier, its employees, agents or contractors; and
  - 1.3. failure of equipment of Carrier, its employees, agents or contractors. Gulf Coast Energy shall indemnify and hold Carrier harmless from and against all claims, losses, suits, liability and expenses which are caused by or result from the sole negligent or willful acts or omissions of Gulf Coast Energy, its employees or agents.
2. In addition to the foregoing but not by way of limitation, Carrier agrees to provide at Carrier's expense and to keep in force during the term of this Agreement:
  - 2.1. Workers' Compensation and Employers' Liability (\$1,000,000 per accident),
  - 2.2. Comprehensive General and Automobile Liability Insurance, each policy having a limit of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability.
3. Said policies shall include coverage for all liability Carrier assumes under the terms of this Agreement. Any exclusion pertaining to property rented to, used by, in the care, custody or control of Carrier, its employees or agents or for which the Carrier, its employees or agents are for any purpose exercising physical control shall be deleted from any policies having same.
4. Before commencing any performance under this Agreement, Carrier shall furnish Gulf Coast Energy with evidence of insurance coverage as required by the provisions of this Agreement in the form of an ACORD certificate with boxes checked as approved by Gulf Coast Energy and copies of such endorsements. Should any of the above described Carrier policies be cancelled before the expiration date thereof, Carrier shall cause its carrier to deliver notice to Gulf Coast Energy within the timeframe provided by the policy for notice of cancellation to be provided to the insured. Carrier shall notify Gulf Coast Energy immediately if the carrier declines or fails to so notify Gulf Coast Energy and also notify Gulf Coast Energy of any such cancellation. Failure by Gulf Coast Energy to enforce these insurance provisions shall not be considered as waiving the insurance hereby required.
5. Carrier agrees that custody of the Commodity loaded passes to Carrier at the point where it leaves the loading coupler at the Terminal. Carrier assumes responsibility for Commodity quality beyond that point, should it differ from the Commodity quality of the sample taken from the tank delivering Commodity to that loading coupler.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name of Carrier

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip