

TERMINAL ACCESS AGREEMENT

This Terminal Access Agreement ("AGREEMENT") is entered into on the effective date noted on the last page herein, by and between the undersigned customer ("CUSTOMER"), and U.S. Venture, Inc., a Wisconsin corporation, with its principal offices located at 425 Better Way, Appleton, Wisconsin, 54915 ("U.S. VENTURE").

Whereas, U.S. VENTURE operates the terminal facilities provided on the attached EXHIBIT A for the storage and distribution of petroleum products ("PRODUCT"); and by separate agreement between the parties herein, CUSTOMER has agreed either to purchase from, exchange with, throughput with, or deliver on behalf of U.S. VENTURE, PRODUCT stored at the respective terminal(s) indicated on the attached EXHIBIT A (whether one or more herein referred to as "TERMINAL"); and CUSTOMER desires to gain access to the TERMINAL for the purpose of loading into or from tank trucks such PRODUCT and ingress into and egress from the TERMINAL.

Now, therefore, CUSTOMER and U.S. VENTURE agree as follows:

1. U.S. VENTURE grants to CUSTOMER and its authorized representatives' permission to enter the TERMINAL to load and/or unload PRODUCT into or from tank trucks operated by them. CUSTOMER and its authorized representatives may enter the TERMINAL for such purpose and at such times as are designated by U.S. VENTURE.
2. If needed by U.S. VENTURE, U.S. VENTURE may issue CUSTOMER a valid vehicle load release number ("RELEASE NUMBER"). When issued by U.S. VENTURE, the RELEASE NUMBER shall be given by the CUSTOMER or its authorized representative to the operator of the TERMINAL prior to loading PRODUCT. The RELEASE NUMBER for a vehicle load shall pertain solely to that vehicle load and shall not be used to obtain any other load. When a RELEASE NUMBER is issued by U.S. Venture, any loading of PRODUCT by or for CUSTOMER contrary to such RELEASE NUMBER shall be deemed an intentional unlawful taking of U.S. VENTURE's property.
3. CUSTOMER shall be deemed to have custody of the PRODUCT from the time the PRODUCT leaves the loading spout at the TERMINAL's petroleum dispensing rack. Upon transfer of custody, CUSTOMER shall be solely responsible for the PRODUCT's quality should it differ from the quality of the PRODUCT's sample taken from the tank delivering PRODUCT to the loading spout.
4. CUSTOMER agrees to conduct its operations at the TERMINAL according to U.S. VENTURE's Terminal Procedures Loading, Unloading & Facility Access ("TERMINAL PROCEDURES"), attached hereto as EXHIBIT B and incorporated herein by reference, and any additions or modifications made by U.S. VENTURE thereto, and any local TERMINAL instructions that U.S. VENTURE, in its discretion, may issue from time to time (collectively "OPERATING GUIDELINES"). The TERMINAL PROCEDURES are available at each respective TERMINAL and at <http://www.usoil.com/Documents/Terminal%20Driver%20Certification.pdf> ("WEBSITE"). CUSTOMER acknowledges having reviewed the OPERATING GUIDELINES and understands and agrees to comply with such guidelines, as may be amended from time-

to-time by U.S. VENTURE. CUSTOMER also agrees to review the TERMINAL PROCEDURES on such WEBSITE from time-to-time. The TERMINAL PROCEDURES available at the TERMINAL take precedence over those available on the WEBSITE. CUSTOMER shall ensure its authorized representative has also reviewed, understands and agrees to comply with the OPERATING GUIDELINES, and will review the same from time-to-time. CUSTOMER's entrance into the TERMINAL shall be deemed CUSTOMER's acceptance of the OPERATING GUIDELINES, including such TERMINAL PROCEDURES then available at the TERMINAL. CUSTOMER will provide its authorized representatives with copies of the TERMINAL PROCEDURES, as well as any other additions, modification, or instructions issued by U.S. VENTURE, and will ensure that its authorized representatives conduct themselves according to all OPERATING GUIDELINES while in the TERMINAL.

5. CUSTOMER agrees to indemnify, defend, protect, and hold U.S. VENTURE harmless from and against any and all liabilities, claims, liens, demands, causes of action, damages, suits, costs, losses, or expenses of any kind or character, including the amount of judgments, penalties, interest, court costs, and reasonable attorneys' fees incurred by U.S. VENTURE in defense of same, arising in favor of any party, including without limitation governmental agencies or bodies, on account of claims, liens, debts, personal injuries, death, damage to property (including property of U.S. VENTURE), or harm to the environment; and, without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with, or arising out of the conduct of CUSTOMER's business including all parties authorized by CUSTOMER to enter TERMINAL and load PRODUCT for or on behalf of CUSTOMER, by employees of CUSTOMER, or CUSTOMER'S common carriers, and/or distributors and/or exchange partners, except those arising solely out of the acts or omissions of U.S. VENTURE. Notwithstanding the previous sentence, in the case of any accidents in which CUSTOMER, its employees, common carriers, distributors, exchange partners, or authorized representatives becomes involved after leaving the TERMINAL, CUSTOMER shall indemnify, defend and hold U.S. VENTURE harmless entirely from all claims, demands, and causes of action arising from such accidents, including attorney's fees, costs and expenses, notwithstanding that U.S. VENTURE was also negligent or guilty of misconduct.
6. Without limiting or detracting from the indemnity provisions above or elsewhere in this AGREEMENT, CUSTOMER shall comply with all applicable federal, state or local laws, statutes, regulations, orders relating the environment, natural resources, or the use, handling, dispensing, removal, storage, transportation release or threatened release of any hazardous, toxic or regulated substance; shall procure and maintain all permits and licenses required thereunder; and shall defend, indemnify, and hold harmless U.S. VENTURE from and against any and all penalties, interest, court costs, expenses (including, without limitation, costs of investigation, cleanup, or waste disposal, whether performed by U.S. VENTURE or CUSTOMER), claims, judgments, and orders with respect to such laws, ordinances, rules, orders, and regulations, except those determined to have been caused by the gross negligence or willful misconduct of U.S. VENTURE.
7. CUSTOMER shall assume responsibility for all its authorized representatives entering the TERMINAL. CUSTOMER will take steps to ensure that all authorized representatives and

their equipment comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to operating such equipment hereunder, including loading and/or unloading PRODUCT, and shall obtain any permits, licenses, or other authorizations required by any governmental authority under such laws, ordinances, rules, and regulations. Without limiting the generality of the immediately preceding sentence, CUSTOMER shall provide U.S. VENTURE with a current copy of the EPA and/or applicable state or municipality vapor tightness certification papers for each truck trailer loading or unloading at a TERMINAL. Upon request, CUSTOMER shall furnish U.S. VENTURE with proof of compliance with all other applicable laws, ordinances, rules, and regulations.

8. On its own behalf and on behalf of its authorized representatives, CUSTOMER will obtain the insurance indicated below and will provide to U.S. VENTURE the certificates of insurance evidencing satisfactory insurance coverage of CUSTOMER and/or its authorized representatives. The certificates will be provided by CUSTOMER to U.S. VENTURE before any vehicle and/or equipment operated by CUSTOMER or its authorized representatives enters the TERMINAL for the purpose of loading and/or unloading PRODUCT under this AGREEMENT. The CUSTOMER will obtain the insurance coverage in the minimum amounts set forth below and such will be maintained in force by CUSTOMER or its authorized representatives at their own expense at all times during the term of this AGREEMENT. The certificates will provide that the insurance coverage will not be canceled or materially modified prior to giving thirty (30) days advance written notice to U.S. VENTURE.

The minimum required insurance is as follows:

- (a) Comprehensive General Liability Insurance ("CGL") with limits of not less than \$5,000,000 combined single limits per occurrence, which insurance will include Blanket Contractual and Pollution coverage. Automotive Liability Insurance ("AUTO") with limits of not less than \$5,000,000 combined single limits per occurrence, which insurance will be in effect for all owned/non-owned/hired vehicles of CUSTOMER. Such insurance coverages may be achieved through a combination of CGL and umbrella policies and AUTO and umbrella policies, respectively, that yield limits of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate for each.
- (b) Workers' Compensations Coverage shall be in compliance with applicable state and federal laws, and Employer's Liability Insurance with a limit of at least \$100,000.
- (c) U.S. VENTURE will be added in (a) above insurance coverages as an Additional Insured.
- (d) Certificates of insurance shall be furnished to:
*U.S. Venture, Inc.
Corporate Facilities Risk Manager
425 Better Way
Appleton, WI 54915*

9. CUSTOMER acknowledges that the dispensing of PRODUCT at the TERMINAL is controlled by a card(s) or key(s) that activate a card-lock (or key-lock) system which controls the TERMINAL's entry and exit gates, truck loading racks, and automated accounting equipment. CUSTOMER hereby requests such card(s) for use by it and its authorized representatives at the TERMINAL. CUSTOMER agrees to accept such card(s) from U.S. VENTURE subject to the following terms and conditions:
- (a) By its execution of attached EXHIBIT B, entitled "Terminal Procedures Loading, Unloading & Facility Access" incorporated herein by reference, CUSTOMER acknowledges receipt from U.S. VENTURE of the card(s) specified in EXHIBIT B and/or associated loading numbers. CUSTOMER may request and receive further card(s) by prior written request to U.S. VENTURE and execution of an amendment to EXHIBIT B. All card(s) issued to CUSTOMER under this AGREEMENT will remain the property of U.S. VENTURE at all times and shall be returned to U.S. VENTURE on request.
 - (b) CUSTOMER understands that such card(s) are numbered and encoded to cause the TERMINAL's automated accounting equipment to charge to the CUSTOMER's account number(s) specified in the attached EXHIBIT B for all PRODUCT withdrawn from the TERMINAL by means of such card(s). All PRODUCT so charged to CUSTOMER's account number(s) will be paid for, exchanged, through putted, or delivered on behalf of U.S. VENTURE according to the terms and conditions of any separate purchase, exchange, throughput, or delivery agreement(s) between CUSTOMER and U.S. VENTURE.
 - (c) CUSTOMER agrees to be responsible for, and pay for, all PRODUCT withdrawn from the TERMINAL through the use of the card(s). CUSTOMER agrees to pay U.S. VENTURE the value of any PRODUCT lost, stolen, or unaccounted for at the TERMINAL and charged or obtained, at any time, by means of misappropriation or unauthorized use or duplication of any of CUSTOMER's card(s) issued to CUSTOMER pursuant to this AGREEMENT. In the absence of a separate written agreement with U.S. VENTURE specifying the price of PRODUCT charged to CUSTOMER's account number(s) at the TERMINAL, the value of such lost, stolen, unauthorized, or misappropriated PRODUCT will be the greater of: (i) the price of such products in effect at the TERMINAL on the date of the loss, theft, unauthorized withdrawal, or misappropriation occurred; and, (ii) the replacement cost of such lost, stolen, unauthorized, or misappropriated PRODUCT on the date it is replaced by U.S. VENTURE.
 - (d) Upon written notification by CUSTOMER or its authorized representatives to U.S. VENTURE that such card(s) have been lost, stolen, duplicated, or otherwise misappropriated, U.S. VENTURE will void such card(s) and will exercise reasonable efforts to render the TERMINAL's card-lock system inaccessible to them within twelve (12) hours of receipt of such notice. While only written notification will be evidence of receipt of notification, CUSTOMER is encouraged to immediately notify U.S. VENTURE orally upon discovery of loss. Such written notice to U.S. VENTURE must be directed to:

U.S. VENTURE, INC.
425 Better Way
Appleton, WI 54915
ATTN: Terminal Personnel

By subsequent written notice to U.S. VENTURE at such address, CUSTOMER may cause such voided card(s) to be revalidated. U.S. VENTURE will notify CUSTOMER upon revalidation. Prior to revalidation, any additional access card(s) issued during the period of time the original card(s) were lost, stolen, or duplicated shall be returned to the above address.

- (e) CUSTOMER and U.S. VENTURE agree that any card(s) issued under this AGREEMENT are for the exclusive purpose of enabling CUSTOMER or its authorized representatives to gain access to the TERMINAL and its truck-loading racks in order to load PRODUCT. They are not devices by which U.S. VENTURE extends credit to CUSTOMER.
 - (f) Access to the TERMINAL shall be granted upon the display of CUSTOMER's card. Any authorized representative without a card, or with an invalid, altered, or expired card, shall not be granted access to the TERMINAL.
10. CUSTOMER agrees that U.S. VENTURE's grant of permission to CUSTOMER and to its authorized representatives to enter the TERMINAL under this Agreement is nonexclusive, nonassignable, and may be revoked by U.S. VENTURE at any time without prior notice. Upon revocation, CUSTOMER will immediately cease the use of and will return to U.S. VENTURE any card(s) previously issued to or possessed by CUSTOMER under this AGREEMENT.
 11. CUSTOMER and its authorized representatives will maintain in full force and effect any tariffs, permits, certificates, or licenses approved by all agencies having jurisdiction over the activities carried on pursuant to this AGREEMENT. Before transporting any PRODUCT from the TERMINAL, CUSTOMER and its authorized representatives will comply in all respects with all applicable provisions of the *Hazardous Materials Transportation Act*, as fully set forth in 49 USC §5101 *et seq*, its amendments, implementing regulations, and any other federal, state, or local requirements.
 12. Any notice required to be given to U.S. VENTURE under this AGREEMENT will be in writing and either personally served or sent by express delivery or United States Express Mail or certified mail, return receipt requested to the address appearing in Paragraph 8(e) above. Any notice required to be given to CUSTOMER under this AGREEMENT will be in writing and will be similarly served or sent to CUSTOMER's address first written above. By notice to the other party, either party to this AGREEMENT can designate a new address for purposes of notice.
 13. The term of this AGREEMENT is from the Effective Date provided on the signature page of this AGREEMENT until such time as U.S. VENTURE revokes the permission granted in Paragraph 1 above, or CUSTOMER surrenders to U.S. VENTURE all card(s) issued to

it under Paragraph 9(a) of this AGREEMENT. U.S. VENTURE may revoke such permission for any reason or no reason, in U.S. VENTURE's sole and unrestricted discretion. Upon revocation or surrender, this AGREEMENT will terminate, except for any outstanding obligations or indemnities assumed by CUSTOMER under this AGREEMENT.

14. CUSTOMER may enter the TERMINAL with vehicle(s) fueled by compressed natural gas (CNG) provided such vehicle was originally designed and manufactured by its original equipment manufacturer to operate on CNG. CUSTOMER shall not enter the TERMINAL with any vehicle(s) which has been retrofitted to operate on CNG, unless otherwise previously approved by U.S. VENTURE. Notwithstanding the previous sentence, nothing in this AGREEMENT will be construed to deny or otherwise limit U.S. VENTURE's right to refuse entry to, or to remove immediately from the TERMINAL, any person or equipment, which in the sole discretion of U.S. VENTURE poses a hazard to TERMINAL personnel or property.
15. As used in this AGREEMENT, the following words or phrases have the following meanings:
 - (a) Authorized representative - any officer, agent, or employee of CUSTOMER, or any independent contractor, common carrier, or carrier retained by CUSTOMER to load PRODUCT at the TERMINAL and for whom CUSTOMER has provided to U.S. VENTURE evidence of satisfactory insurance coverage under Paragraph 8 of this AGREEMENT.
 - (b) Credit - the right granted by a creditor to a debtor to defer payment of debt or to incur debt and defer its payment, or purchase property or services and defer payment therefor.
16. This AGREEMENT contains all of the agreements between U.S. VENTURE and CUSTOMER governing access to the TERMINAL and supersedes and cancels any prior agreements. It can be amended only by a written agreement between the parties.
17. This AGREEMENT is nonassignable. Any attempt to assign this AGREEMENT by CUSTOMER will be void.
18. U.S. VENTURE's failure to enforce any right or remedy under this AGREEMENT will not impair such right or remedy or be construed as a waiver.
19. This AGREEMENT shall be governed and construed under the laws of the State of Wisconsin.
20. The enforceability, invalidity, or illegality of any provision of this AGREEMENT will not render the other provisions unenforceable, invalid, or illegal.

SIGNATURE PAGE FOLLOWS

In witness whereof, the parties have executed this Terminal Access Agreement as of the Effective Date provided below.

U.S. VENTURE, INC.

CUSTOMER NAME

By: _____

Signed: _____

Title: _____

By: _____

Title: _____

Address: _____

SCAC: _____

Standard Carrier Alpha Code

FEIN: _____

Federal Employer Id Number

CUSTOMER CONTACT:

NAME: _____

PHONE: _____

EMAIL: _____

Effective Date: _____.

EXHIBIT A

TERMINALS: *check applicable locations*

- Chippewa Falls, WI
- Green Bay, WI
- McFarland, WI
- Milwaukee Granville, WI
- Milwaukee Jones Island, WI
- Cheboygan, MI
- Rogers City, MI
- Bettendorf, IA
- Houston, TX
- Bryan, TX
- Fort Worth (North), TX
- Indianapolis, IN
- Melissa, TX
- Spartanburg I, SC
- Spartanburg II, SC
- North Augusta I, SC
- North Augusta II, SC
- Montgomery, AL

CUSTOMER

Initials
Date: _____

U.S. VENTURE, INC.

Initial
Date: _____

EXHIBIT B

Terminal Procedures Loading, Unloading & Facility Access