

Effective Date: 10 August 2022

<b>Crowley Fuels LLC</b> <b>Schedule of Terminal Storage and Throughput Rates</b> <b>Part I</b>
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Services furnished by Crowley are at the following rates and subject to the terms and conditions set forth below. Storage and Services are provided for fungible fuel or fuel products meeting ASTM specifications at the time of intake and may change based on industry trends, standards or at Crowley's sole discretion. Current standards are as listed in Table 1.

**Table 1**

<b>Terminal</b>	<b>Product</b>	<b>Rate per Barrel per Month</b> <b>Minimum: 12 Months</b>
Bethel, Alaska	Ultra-Low Sulfur Diesel#1/Heating Oil ASTM D975/D396	\$2.2500
	Ultra-Low Sulfur Diesel#2 ASTM D975	\$2.2500
	Ultra-Low Sulfur Diesel Blend ASTM D975	\$2.2500
	Ultra-Low Sulfur Jet Fuel ASTM D 1655	\$2.2500
	Regular Unleaded Gasoline Conventional 87 Octane D4814	\$2.5000
	Aviation Gasoline 100 Low-Lead ASTM D910	\$2.5000

**Table 2**

<b>Terminal Throughput Fees</b>	
Truck Rack	\$0.2500 / gallon
Marine Header	\$0.1500 / gallon
Internal Tank Transfers and Blending	\$0.2500 / gallon

**Terms and Surcharges**

1. After Hours/Call outs: Terminal hours of operation are between 8AM and 5PM. Crowley shall not be obligated to provide service outside of Terminal operating hours and on holidays. Call out fees are \$100 per hour with a 3-hour minimum charge for each call out.

2. Minimums: Minimum Storage Term shall be 12 Months. Minimum Storage Quantity shall be 1,000 Barrels. Storage availability is at Company's sole discretion.
3. Holdover: Should any Customer owned fuel remain in storage tanks at the Terminal beyond the mutually agreed upon term, Customer shall pay an additional holdover fee of \$500/day until all fuel is removed.
4. Customer trucks, loading at the Company's rack, shall be required to enter into a Terminal Access Agreement, including minimum insurance requirements and vehicles that comply with the Terminal's Vapor Combustion Unit system.
5. Materials and Third-Party Labor: Any materials and/or third-party labor not specifically identified in this Agreement or requested in addition to this Agreement shall be charged separately at the cost of the actual materials and labor plus 25% of such cost.
6. Quality Testing and Documentation- A Certificate of Quality/Analysis for vessel composite sample at the product origin shall be provided for any parcel stored in the terminal. Crowley reserves the right to reject any parcel of fuel it perceives as not in compliance with applicable ASTM Standards. Any sampling re-testing shall be conducted at the expense of the Customer.
7. Payment: Full payment calculated based on capacity and length of Term shall be invoiced and payable prior to receipt of Customer's cargo at the Terminal. Throughput fees shall be invoiced on a monthly basis that is due upon presentation of invoice. Customer may apply for credit under Company's current credit policies which shall be granted in the sole discretion of the Company
- ~~8.~~ No Assignment: The terms of this Agreement allow a customer to store only its own fuel at the Terminal in accordance with the terms hereof. Customer shall not allow any other party to store fuel or fuel products at the Terminal and shall not assign or sublet to any person or entity any of the Customer's storage space or capacity at the Terminal without the prior written consent of Company. Customer agrees that any such storage, assignment or subletting is expressly prohibited and constitutes a material breach of this Agreement by the Customer.
- ~~9.~~ Terminal Access. Any parties or entities wishing to use the truck rack located on the Terminal shall be required to enter into a Terminal Access Agreement with the Company including but not limited to Customer and its contractors.
10. Standard Terms and Conditions: This Agreement is subject to the attached Standard Terms and Condition (TERMINAL) in Part II, which are an integral part of this Agreement. In the event of conflict between Part I and Part II, Part II shall control.

**FUEL STORAGE AGREEMENT**  
**PART II**  
**STANDARD TERMS & CONDITIONS**

**1. Services/Measurement/Quantity**

- (a) Company will receive Customer's Fuel at Company's marine fuel header. Company will store Customer's Fuel in one or more storage tanks located at the Terminal (the "Storage Tanks" or the "Tanks") and Customer will remove the Fuel for transfer into its own tanker truck or other fuel transport vehicle or vessel ("Transport Vehicle"). Provided, however, that before any Transport Vehicle will be given access to the Terminal, Customer must first (A) enter into a terminal access agreement with Company; in Company's sole discretion, Customer may instead provide documentation to Company, including without limitation insurance documents, establishing that the Transport Vehicle has the proper equipment and documentation to receive and transport such Fuel; and (B) obtain the written approval of Company, which may refuse access to the Terminal to any Transport Vehicle if, in Company's sole discretion, the Vehicle does not have the proper equipment or documentation to receive or transport the Fuel. Alternatively, Customer may separately contract with Company to transport its Fuel to Customer's delivery point.
- (b) The Parties agree that the volume of Fuel received by Company into the Storage Tanks will be measured by hand dipping Company's receiving tanks. The Parties agree that the volume of Fuel removed by Customer at the truck loading rack will be measured using Company's Fuel meters. Volumes received and removed will be adjusted to 60 degrees Fahrenheit (the "net gallons") based on a U.S. gallon of 231 cubic inches and 42 gallons to the barrel, in accordance with the latest supplement or amendments to the ASTM-IP petroleum measurement tables (ASTM designation D1250) Table 6.
- (c) The parties understand and acknowledge that fuel and fuel products will evaporate and/or shrink over time in accordance with stated industry norms. Customer and Company agree that the storage charge set forth in Section 4.2 is intended to include compensation for such evaporation and/or shrinkage, and Customer shall be entitled to withdraw from the Tank the amount of Fuel which it delivers to the Terminal for storage, without regard to whether any such Fuel evaporated or was otherwise reduced in volume.

**2. Quality and Commingling**

- (a) Any Fuel delivered by Customer to Company under this Agreement may be commingled with similar product belonging to Company or third parties. Customer warrants and guarantees that any Fuel delivered to Company shall meet the specifications for that Fuel set forth in the respective ASTM standards as well as acceptable industry standards for the areas of use for the Fuel. Customer will provide a complete written set of documentation for each shipment of Fuel presented to Company indicating the quality of such Fuel. Company will have the opportunity and the right to take representative samples of each shipment and test it in any way Company deems appropriate, at Company's expense, before accepting the Fuel into the Storage Tanks. Customer shall pay the costs of all other sampling or testing of its Fuel. Company may reject any parcel of Fuel that it deems to not meet industry quality standards, without recourse by Customer.

(b) Customer shall warrant and guarantee that the quality of any Fuel received into commingled storage by Company for Customer shall meet or exceed federal, state or local laws and regulations, and shall meet specifications set forth herein. Customer further warrants and guarantees that the Fuel delivered for commingling is fungible and may be so commingled without causing contamination, dilution, or other damage to the similar product of Company or third parties in the commingled Storage Tanks. If, in any event, Customer's Fuel does cause any contamination, dilution, or other damage to the similar product of Company or third parties, Customer agrees to indemnify, defend and hold Company harmless from and against any loss, cost or expense incurred by, or charged against Company as a result of such event and be responsible for all costs and liability associated with or incurred as a result of such event.

### **3. Title and Custody**

Title to Customer's Fuel stored at Company's Terminal shall always remain with Customer. Company will be deemed to have custody of the Fuel delivered by a vessel from the time it enters the permanent shoreside pipeline header at Company's dock until it passes through the loading arm at the truck loading rack for delivery into Customer's vehicle or transport.

### **4. Taxes**

Customer shall be responsible and pay for any and all existing or future property taxes levied or assessed on Customer's Fuel stored and any and all existing or future tax of any kind whatever, including but not limited to any sales tax, inventory or use tax, excise tax, service charge or similar tax assessment. Customer shall reimburse Company on a timely basis for any such taxes, fees or other charges. Company may be required to pay with regard to the Fuel or Customer's property.

### **5. Tank Use or Destruction**

- (a) Customer agrees the Storage Tanks shall be used only for the storage of the Fuel specified herein. Notwithstanding anything to the contrary in this Agreement, Customer agrees not to deliver to the Terminal any fuel, fuel product, or other commodity (collectively, "Commodity") which (A) would in any way be injurious to the Storage Tanks; (B) would render the Storage Tanks unfit, after cleaning, for the proper storage of fuel or fuel products; or (C) may not lawfully be stored in the Tanks, including but not limited to any Commodity which exceeds the limitations imposed by any law, permit or regulation. Customer shall be responsible for and pay for all damages resulting from storage of any Commodity stored in the Storage Tanks by Customer, plus all other charges agreed to in this Agreement; provided, however, that Customer shall not be responsible for damages arising from Company's negligence in the safekeeping and handling of any Commodity or Customer's Fuel.
- (b) Customer agrees to verify with Company that space is available in the Storage Tanks prior to scheduling any Commodity into the Tanks. Company reserves the right to refuse the receipt of any Commodity into the Storage Tanks if the Commodity does not meet the typical specifications for the Commodity, or if adequate space is not available in the Storage Tank
- (c) If any Storage Tanks are damaged or destroyed by fire other casualty, Company's requirement to handle the volume of Customer's Fuel as set forth herein shall be reduced by an amount equal to the percentage of total capacity furnished hereunder that any such Tanks constitute, or in a manner otherwise specified herein. This abatement shall continue for so long as such damaged or destroyed

Storage Tanks are not repaired and ready for service. Company may, but shall not be required to, repair or replace such damaged or destroyed Storage Tanks.

## **6. Insurance**

Company does not insure Customer's Fuel and property, nor the fuel, fuel products or property of others. Insurance, if desired by Customer, shall be carried by Customer at its own expense. If Customer carries any insurance on the Fuel or Customer's property, Customer's insurance carrier shall endorse the policies to waive subrogation against Company. Copies of such endorsements shall be provided to Company upon request. In addition to any insurance carried by Customer on Customer's Fuel and property, Customer shall carry: (a.) Commercial General Liability Insurance, which includes but not limited to Products Hazard and Completed Operations coverage and Sudden and Accidental Pollution, with a minimum limit of \$1,000,000 per occurrence for bodily injury and property damage. (b.) Automobile Liability Insurance, including non-owned and hired vehicle coverage with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage, each occurrence. Customer shall maintain insurance coverage as outlined above, during the term of this Agreement, and provide 30 days prior written notice of material change. All policies except Workers Compensation shall name Company as Additional insureds. All policies shall provide a Waiver of Subrogation in favor of Company. Customer shall furnish Company with certificates evidencing the insurance coverages above at execution of this Agreement.

## **7. Indemnity**

- (a) Customer agrees to indemnify, defend and hold the Company, and its parent, subsidiary and affiliate companies and their officers, directors and employees (collectively, the "Crowley Group"), harmless from and against any loss, liability, expense, penalty, fine, claim or damage (including attorney fees) that the Crowley Group may incur including but not limited to third parties for injury to or death of persons or damage to property to the extent the same is a result of Customer's (including employees, customers, directors and representatives) acts or omissions, or resulting from or due to Customer's fuel stored at the Terminal. Company agrees to indemnify, defend and hold Customer and its officers, directors and employees (collectively, the "Customer Group"), harmless from and against any loss, liability, expense or damage (including attorney fees) that the Customer Group may incur including but not limited to third parties for injury to or death of persons or damage to property to the extent the same is a result of Company's (including employees) acts or omissions.
- (b) Furthermore, Customer waives any and all rights of subrogation it may have now or hereafter arising out of any claim, dispute or proceeding related to this Agreement.
- (c) This Paragraph 7 shall survive the term of this Agreement.

## **8. Receipt and Delivery**

Company agrees to handle Customer's Fuel into and out of the Storage Tanks and to provide facilities necessary to perform such handling. All receipts and deliveries of Fuel shall be arranged by Customer, and Company shall be responsible only to receive or discharge the Fuel at its designated dock lines or other Terminal lines from or to those pipelines, vehicles or marine vessels which Company determines to be compatible with Company's handling facilities. In particular, all receipts of any Fuel from marine vessel or pipeline shall be arranged for and provided by Customer, unless the Parties otherwise agree in writing. In receiving Fuel from marine vessel or pipeline, Customer shall be responsible for Fuel until

it enters Company's fixed dock flange or its receiving pipeline flange. In delivering Fuel to marine vessel, pipeline or tank truck, Customer shall be responsible for the Fuel when it leaves Company's fixed dock flange or its pipeline delivery flange. In no event shall Company be responsible for any loss or damage of any kind to Fuel after the Fuel leaves, or until Fuel enters, Company's fixed dock flange or pipeline receipt/delivery flange.

#### **9. Force Majeure**

Performance by either Party hereunder shall be excused if and to the extent it is prevented or delayed by act of God, war, restraint, or interference by governmental authorities, strike, lockout, or other labor disturbance, riot, civil insurrection, loss or damage to the Terminal and/or its Storage Tanks, or any other circumstance beyond such Party's control, except that Customer shall be responsible to pay all charges arising from this Agreement.

#### **10. Governmental Restraint**

If, while this Agreement is in effect, Company's use of all or part of the Terminal for the storage and handling of any Fuel or Commodity shall be restrained or enjoined by judicial process, terminated by any governmental or regulatory authority, by right of eminent domain or by the owner of the leased land, Company, upon being notified of such restraint, enjoinder or termination, shall notify Customer and Company may terminate this Agreement as to the affected Storage Tanks and services on the effective date of such restraint, enjoinder or termination, and shall have no additional obligation or liability to Customer. Upon such termination, Customer shall be obligated to pay all charges arising from such termination as if this Agreement had expired by its own terms.

#### **11. Limitation of Liability/Warranty**

- (a) In the event of loss or damage to Customer's Fuel arising from any cause, including but not limited to improper loading or unloading of Fuel or actions not conforming to Customer's written orders on the part of Company, its employees, agents or contractors, Company shall not be liable to Customer for more than the Actual Cost to Customer of any lost or damaged Fuel, less salvage value. Company shall not be responsible for damage to, loss or destruction of Customer's Fuel except and to the extent that such loss, damage or destruction is caused by the negligence of Company, its employees, agents or contractors. Company shall not be responsible for the chemical deterioration of the Fuel resulting from the stagnant storage of the Fuel.
- (b) EXCEPT AS EXPRESSLY HEREIN PROVIDED, THERE ARE NO GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE.

#### **12. Regulatory Compliance**

Governmental or regulatory agencies or bodies may cause Company to incur additional expenses to (A) make additions or modifications to any Storage Tanks or other facilities at the Terminal, (B) change methods of operation to comply with laws and governmental Regulations, (C) implement increased training, testing or verification programs, or (D) implement the conditions of any permit necessary to operate the Terminal or to prevent, reduce, control or monitor any emission, exposure or discharge into the environment (collectively, all hereafter referred to as "Compliance Costs"). In such event, Company

shall (i) notify the Customer of Compliance Costs, or (ii) notify Customer of Company's intent to terminate the affected Tanks or facilities from this Agreement before the date upon which Company must incur Compliance Costs. Compliance Costs shall include the actual or pro rata cost of additional expense, changes or additions (including engineering and overhead expenses) and subsequent direct and indirect costs, as may be escalated, of operating and maintaining such changes or additions, including the cost of changes in staffing for operations at the Terminal. Upon notice from Company to Customer to pay the Compliance Costs, Customer must elect to pay Compliance Costs or terminate the affected Tanks or facilities from this Agreement before the date upon which Company must incur Compliance Costs. Customer must make its election by advising Company of its decision, in writing, thirty (30) days after receipt of said notice from Company or such shorter time as may be necessary considering the effective date for compliance. If Customer does not so notify Company, Company may terminate this Agreement or shall pay Compliance Costs and Customer agrees to reimburse Company for the Compliance Costs upon presentation of invoice.

### **13. Information/Documentation**

- (a) Customer agrees to execute in its name, pay for and furnish to Company at the Terminal all information, material safety data sheets, certificates of analysis, documents, labels, placards, containers and other materials and data which may be required by statutes, ordinances, rules or regulations (collectively, "Regulations") of any public or governmental authority relating to the describing, packaging, receiving, storing, handling, blending, shipping or disposing of any Fuel, to or from the Terminal, together with detailed written instructions as to their use and disposition. Customer further agrees to indemnify, defend and hold harmless Company, and Company's agents, employees, officers and directors, from and against any fines, loss, damage or expense, including without limitation legal fees, resulting from the violation of the Regulations or from any proceeding in which such a violation is charged or alleged, except when arising from Company's failure to follow the written instructions of Customer or Company's failure to exercise due care in the storage and handling of Customer's Fuel. Customer agrees that Company may report to any governmental or regulatory body as required by the Regulations, with regard to the Fuel and activities of Customer, and Customer agrees to provide such information to Company as necessary, in Company's opinion, to comply with the Regulations.
- (b) Company may have an obligation to furnish Fuel name and constituents of Fuel to governmental authorities and employees or others handling or exposed to the Fuel in connection with Right to Know laws or worker exposure Regulations. Company may also have an obligation under applicable laws and Regulations to furnish this information to the general public. Customer agrees to furnish the common or chemical name of all Fuel and constituents of Fuel to Company prior to Customer's Fuel entering the Terminal so that Company can comply with such laws and Regulations. Customer shall have the responsibility for filing and pursuing any exemption from disclosure pursuant to such laws and Regulations which Customer may desire.

### **14. Default and Liens**

- (a) Each of the following shall be a default ("Default") under this Agreement: (i) Customer's default in or failure to comply with the prompt performance and observance of any of the terms and conditions of this Agreement, other than the payment of money, which default continues for seven (7) or more days after written notice thereof by Company to Customer; or (ii) Customer's failure to pay any money due under this Agreement when due; or (iii) Customer's breach of any representation

or warranty contained in this Agreement; or (iv) Customer's declaration of bankruptcy or judicial determination of insolvency of Customer; or (v) Any levy, attachment or execution by a third party on, or seizure of, any of Buyer's Fuel.

- (b) To the extent permitted by law, Company shall at all times have a lien upon Customer's Fuel in the Storage Tanks and/or in the Terminal for all charges payable to Company by Customer hereunder, whether incident to Fuel then in the Storage Tanks and/or in the Terminal or otherwise and in connection with this Agreement and any other agreements between Company and Customer. Customer hereby authorizes Company to file any financing statements, amendments or continuations without the Customer's signature.
- (c) In the event of a default by Customer, Company shall also have the right, at its option, to terminate this Agreement. Otherwise, title to Customer's Fuel shall at all times remain with Customer or its assignees.
- (d) The remedies of Company set forth herein shall not be exclusive, but shall be cumulative and shall be in addition to all other remedies available to Company, at law or in equity. Customer shall pay any costs and expenses incurred by Company in enforcing the terms of this Agreement, including without limitation all expenses of defense, collection, settlement and attorneys' fees.

#### **15. No Public Use**

This Agreement is made as an accommodation to Customer and in no event shall Company's services hereunder be deemed to be those of a public utility or common carrier. If any action is taken or threatened by any governmental office, administrator, commission or agency to declare Company a public utility or common carrier, then, and in that event, at the option of Company and upon Customer's receipt of Company's written notice, Company may (A) restructure and restate this Agreement or (B) terminate this Agreement on the effective date of such action as to the affected Storage Tanks (or Tanks) or services, without liability or further obligation of Company.

#### **16. Miscellaneous**

- (a) **Governing Law and Venue:** This Agreement and the rights of the Parties under it shall be governed by and construed in all respects in accordance with the laws of the State of Alaska without giving effect to principles or provisions thereof relating to choice of law or conflict of laws. Venue for any action shall be in the courts of the State of Alaska, Third Judicial District at Anchorage, and the Parties hereby consent to such venue and the jurisdiction of such courts. In the event either Party institutes a lawsuit for breach of or to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all of its costs, expenses, and reasonable attorneys' fees relating thereto.
- (b) **Successors and Assigns:** This Agreement shall be binding upon, and inure to the benefit of, the Parties, and their respective successors and permitted assigns. In the event Customer sells all or substantially all of its assets to another party, Company shall have the right, at its sole option, to terminate this Agreement.
- (c) **Waiver and Amendment:** No delay on the part of the Parties in the exercise of any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise or waiver by the Parties of any right, power, or remedy preclude other or further exercise thereof or the exercise of any other right, power, or remedy, and all rights, powers and remedies shall be cumulative. No



amendment, modification, waiver of, or consent with respect to any provision of this Agreement shall be effective unless it shall be in writing and signed by both Parties.

- (d) Change in Law: Company may, in the event of statutory or regulatory changes, or governmental or judicial action, add a fee for the term of this Agreement to address the additional cost of doing business.
- (e) Independent Contractor: The relationship of Customer to Company is that of an independent contractor. Nothing contained in this Agreement shall be construed as creating any employment relationship or agency relationship between Customer and Company. Customer shall be solely liable and responsible for any federal or state income taxes, social security taxes, unemployment taxes or other taxes or similar payments, and Company shall have no liability or responsibility for payment of any such amounts.
- (f) No Third Party Beneficiaries/No Partnership: This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing in this Agreement shall be intended or deemed to create a partnership, joint venture, association or other similar relationship between the Parties.
- (g) Consequential Damages: Notwithstanding any language to the contrary in this Agreement, neither Party shall in any event be responsible or held liable for any special, indirect or consequential damages arising in relation to this Agreement including but not limited to extra expense, loss of use, loss of profits, loss of business opportunities even if the possibility of such damages was known to or foreseeable by either Party.
- (h) Entire Agreement/Severability: The Agreement and these terms and conditions (and any exhibits thereto) represents the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations and conditions between the Parties with respect thereto. If any clause or term of this Agreement shall be deemed invalid by any court of law, the validity and enforcement of the other clauses and terms of the Agreement shall be unaffected.