

CARRIER DOCK ACCESS AGREEMENT

SOUND REFINING, INC.

THIS DOCK ACCESS AGREEMENT (the "Agreement") is made by and between Sound Refining, Inc., a Texas corporation (hereinafter called "SRI") and _____ (hereinafter called "Carrier").

In consideration of SRI granting to the Carrier the privilege of access for vessels owned, operated or chartered by Carrier to the docking facilities at the petroleum and petrochemical storage terminal located at 2628 Marine View Drive, Tacoma, WA (hereinafter called "Terminal"), and SRI permitting Carrier's representatives to perform various operations involving those vessels and volumes of petroleum and petrochemical products (hereinafter called "Commodity"), Carrier agrees to the following:

1. COMPLIANCE WITH RULES AND REGULATIONS

All loading operations and acts incident thereto will be performed in accordance with SRI's rules, regulations, and instructions set forth in "Instructions to Carriers for Loading and Unloading", receipt of a copy of which is hereby acknowledged by the Carrier, and in accordance with any modifications or additions to the same that may hereafter be furnished to Carrier, or posted in the main office at the Terminal. Carrier will insure that its personnel comply with all such requirements, as well as any other applicable rules and regulations promulgated by any federal, state, and local governmental entity.

2. INDEMNITY

Carrier will indemnify, defend and hold harmless SRI and its officers, employees, directors and agents, from and against any loss, claim, liability, damage or expense (including attorneys fees and costs) that they may suffer, sustain, or become subject to, including but not limited to personal injury (including any claim made by an employee of SRI or of Carrier), property damage, or discharge of oil or hazardous material into or upon the navigable waters of the United States, or of any State, or adjoining shorelines, if this loss, claim, liability, damage or expense is in any way caused by, connected with, grows out of, or arises from (without limit and without

regard to the cause and causes thereof or the negligence of any party or parties), the access granted by this Agreement or the services rendered by SRI.

Notwithstanding the foregoing, SRI agrees to indemnify and hold harmless Carrier from and against all such claims, losses, suits, liability and expenses to the extent they are caused by or result from the negligent or willful acts of SRI, its agents, or employees.

3. INSURANCE

In addition to, and independent of, the Carrier's obligations under the paragraph entitled "INDEMNITY" herein, Carrier agrees to obtain at Carrier's expense and to maintain at all times during the term of this Agreement, with an insurance company or companies authorized to do business in Washington State, insurance coverage of the kind and in the amounts set forth below. In the event that a vessel granted access pursuant to this Agreement is not owned by Carrier, Carrier will cause the insurance coverage described herein to be obtained and maintained in accordance with the terms of this Agreement.

- a. Worker's Compensation insurance complying with the laws of the State of Washington and Employer's Liability insurance with limits of at least \$10,000,000 per accident covering all employees of Carrier, of the vessel owner (if not the Carrier) and of any other of Carrier's contractors.
- b. For each vessel granted access pursuant to this Agreement, insurance covering liability under the Longshore and Harbor Workers' Compensation Act and liability under the Jones Act and the general maritime law, including but not limited to general and special damages and maintenance and cure with limits of at least \$10,000,000 for death or injury to one person and at least \$10,000,000 for any one accident.
- c. Comprehensive General Liability insurance with limits of at least \$10,000,000 for each vessel granted access pursuant to this Agreement.
- d. Hull insurance in an amount at least equal to the full commercial value of any vessel, including but not limited to its machinery, stores, fuel and lubricants, supplies, fixtures, and appurtenances, granted access pursuant to this Agreement.
- e. Collision liability insurance and Protection and Indemnity insurance with limits of at least \$10,000,000 for each vessel granted access pursuant to this Agreement.
- f. Excess liability (including excess Protection and Indemnity and Collision liability insurance) insurance with limits of at least \$10,000,000 for each vessel granted access pursuant to this Agreement.
- g. For each vessel granted access pursuant to this Agreement, insurance coverage sufficient to comply with the requirements of the paragraph herein entitled "FINANCIAL RESPONSIBILITY", unless the requirements of that paragraph are satisfied by some other means permitted by the operable statutes.

In addition to the foregoing, these insurance policies will include coverage for all liability that Carrier assumes under the terms of this Agreement. Carrier will cause SRI to be named as an Additional Insured on all policies of insurance required under the terms of this Agreement (except Worker's Compensation and Employer's Liability policies) and will cause such policies to be endorsed to provide that the underwriters waive their right of subrogation against SRI. Carrier is required to procure from the company or companies issuing the insurance a certificate or certificates that such insurance is in full force and effect, that SRI is an Additional Insured, and that the same will not be cancelled or materially changed without 30 days prior written notice to SRI.

4. FINANCIAL RESPONSIBILITY

Carrier agrees and warrants that it will establish and maintain, or cause to be established and maintained, evidence of financial responsibility sufficient to meet the maximum amount of liability for the discharge or threat of discharge of oil or hazardous material into or upon navigable waters or adjoining shorelines to which any vessel granted access by this Agreement, or a responsible party, could be subjected under the laws and regulations of the United States, including but not limited to the Oil Pollution Act of 1990 and amendments thereto, and the laws and regulations of the State of Washington. Such evidence of financial responsibility will be established and maintained prior to the date on which any vessel seeks to avail itself of access granted by this Agreement. Carrier agrees to promptly produce, if requested to do so by SRI, evidence of such financial responsibility.

5. COMPLIANCE WITH SAFETY AND POLLUTION PREVENTION REQUIREMENTS

Carrier agrees and warrants that each vessel granted access by this Agreement, including a vessel that is constructed or adapted to carry, or that carries, oil or hazardous material in bulk as cargo or cargo residue, or any tug, towboat or other vessel providing motive power or maneuvering assistance thereto, is and will be maintained in full compliance with all applicable laws and regulation of the United States and the State of Washington, with respect to:

- a. The construction, equipping, maintenance, inspection, and operation of such vessel.

- b. The manning of such vessel and the licensing of individuals involved in the navigation and operation of such vessel or in the transfer of oil or hazardous material to or from said vessel.
- c. The prevention and removal of discharges of oil or hazardous material into or upon the navigable waters of the United States or the State of Washington or adjoining shorelines.
- d. Any other requirements intended to prevent, minimize or reduce pollution or environmental contamination or intended to protect or promote health or safety.

6. DUE DILIGENCE

Carrier agrees and warrants that its officers, employees, agents and contractors have exercised, and will continue to exercise, due diligence and utmost care in the performance of Carrier's obligations under this Agreement.

7. QUALITY AND CUSTODY OF COMMODITY

Carrier agrees that custody of the Commodity loaded passes to Carrier at the point where it leaves the SRI's fixed dock flange 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 fixed dock flange.

8. TERMINATION

This agreement will continue in effect until terminated by one of the parties. Either party may terminate this Agreement by notifying the other party, in writing, at least thirty (30) days before the intended date of termination. Such termination will not in any respect release or discharge Carrier from, or impair or affect, any obligations, indebtedness or liabilities of Carrier to SRI arising under or existing pursuant to this Agreement before the termination. Notwithstanding the above, SRI may, in its sole discretion, deny access to the Terminal by Carrier under this Agreement if it determines that Carrier has not or is unable to comply with the terms of this Agreement, or that access by Carrier poses a substantial risk to persons or property.

9. CHOICE OF LAW AND FORUM; SERVICE OF PROCESS

This Agreement is governed by and construed in accordance with the laws of the State of Washington. Carrier consents and submits to the jurisdiction of the courts of the State of Washington and of any federal court sitting in the State of Washington with respect to controversies arising under this Agreement. As part of the consideration for SRI granting access

as provided for under this Agreement, Carrier hereby agrees to waive all personal service of any and all process upon Carrier, and consents that all such service or process will be by certified mail, return receipt requested, directed to the Carrier at the address hereinabove stated; service so made will be complete two days after same will have been posted.

10. Notices.

Any and all notices, demands or other communications required or desired to be given by any party (collectively, "notices") will be in writing and will be validly given or made to another party if either delivered personally or deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it will be conclusively deemed given at the time of such delivery. If such notice is mailed as provided herein, such will be deemed given 48 hours after its deposit in the United States mail. Each notice will be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller:

Tel: _____
Fax: _____

To Buyer: Sound Refining, Inc.
 Attention: Troy Goodman
 P.O. Box 1372
 Tacoma, WA 98401

Tel: 253-272-9348
Fax: 253-272-5686

Any party may change its address for the purpose of receiving notices by a written notice given to the other party.

11. MISCELLANEOUS

(a) Attorney Fees. In the event legal action is instituted to enforce any term of this Agreement, the prevailing party will recover from the non-prevailing party reasonable attorneys fees and costs incurred in such action.

(b) Successors and Assigns. All of the terms and provisions of this Agreement inure to the benefit of and are binding upon the parties and their respective heirs, legal representatives, successors and assigns.

(c) **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and any and all prior agreements, understandings or representations with respect to its subject matter are hereby superseded in their entirety and are of no further force or effect.

(d) **Nonwaiver.** No waiver by either party of a breach of any provision of this Agreement constitutes a waiver of any preceding or succeeding breach of the same or any other provision hereof.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(f) **Negotiated Agreement.** The provisions of this Agreement have been negotiated by the parties, each of whom has been represented by legal counsel, and no provision will be deemed to have been drafted by any particular party.

Date: _____

Name of Carrier

Address

Phone Number

Signature

Print or type name and title

Date: _____

SRI Representative

Signature

Title