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SURFACE TRANSPORTATION BOARD

June 18, 2012

Chief, Section of Administration. Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Attn: Equipment Recordation

To Whom It May Concern:

I have enclosed for recordation, pursuant to the provisions of 49 U.S.C. 11301, an original and one counterpart of the locomotive lease agreement, as well as a memorandum of lease agreement and a schedule, all of which is dated June 9, 2012 a primary document under the Board's recordation regulations.

The name and addresses of the parties to the enclosed document are as follows:

Lessor: National Railway Equipment Co.
14400 South Robey Street
Dixmoor, IL 60426

Lessee: BP West Coast Products LLC
4519 Grand View
Blaine, Washington 98230

A description of the equipment covered by the Lease Agreement is as follows:

One 1GS-7B-R, NREC N-ViroMotive Switcher, bearing road # NREX
700

A short summary of the document to appear in the index as follows:

"Locomotive Lease Agreement"

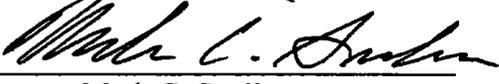
Also enclosed is a check in the amount of \$41.00 payable to the Surface Transportation Board to cover the required recordation fee for the attached agreement.

Please date-stamp and return an original copy after recordation to:

Mark C. Svalina
National Railway Equipment Co.
14400 South Robey Street
Dixmoor, IL 60426

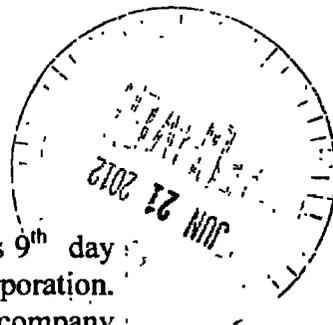
Sincerely,

NATIONAL RAILWAY EQUIPMENT CO.

By: 

Mark C. Svalina

JUN 21 '12 -4 20 PM



~~SURFACE TRANSPORTATION BOARD~~

LOCOMOTIVE LEASE AGREEMENT

THIS LOCOMOTIVE LEASE AGREEMENT ("Lease") entered into as of this 9th day of June 2012, between the National Railway Equipment Co., an Illinois corporation. ("LESSOR"), and BP West Coast Products LLC, a Delaware limited liability company ("LESSEE").

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. LEASE AND LEASED PROPERTY

Lessee hereby leases from Lessor, the Locomotive, ("Locomotive"), together with the parts, accessories, attachments and devices, if any, now or hereafter affixed thereto, as described in Schedule "A" attached to and made part hereof.

2. TERM

The term of this Lease for each Locomotive shall be the fixed term set forth in Schedule "A", commencing on the date written above ("Commencement Date"). Upon termination of the lease, Lessee shall either purchase the Locomotive or effect prompt delivery of the Locomotive to Lessor at its Silvis, Illinois manufacturing facility.

3. RENTAL

A. The rental payable shall be the sum identified in Schedule "A" payable in advance monthly installments, with one month of advance rent payable upon Lease Commencement Date and, in addition, two months rent payable upon Commencement Date to be held as a security deposit. Lessee shall operate such Locomotive in service only on its railroad, or on BNSF tracks adjacent to its Cherry Point Refinery. If the Commencement Date for the Locomotive does not fall on the first day of the month, the first rental payment shall be prorated accordingly.

B. Payments shall be payable within sixty (60) days of the date of receipt of the invoice by Lessee. The initial advance lease payment and two months of security deposit are payable within thirty (30) days of receipt of the invoice by Lessee. Payments past due for more than five (5) days shall bear interest at the rate of twelve percent (12%) per annum.

C. All rentals shall be paid to Lessor at:

Bank Name: The Private Bank
Bank Address: 120 South LaSalle Chicago, Illinois 60603
ABA No.: 071006486
Account No.: 2270651
Account Name: National Railway Equipment Co.

or at such other address as Lessor may direct in writing.

4. TAXES

Lessee shall pay all use, excise, ad valorem, stamp, documentary and similar taxes on or relating to this lease of the Locomotive, or the use, registration, rental, maintenance, possession or operation thereof, and shall file any returns required therefore, and shall hold Lessor harmless against any liability and expense (including attorney fees and costs) on account of Lessee's failure to do the same.

5. OWNERSHIP AND LESSOR'S INSPECTION

A. The Locomotive shall at all times remain the sole and exclusive property of the Lessor.

B. Upon reasonable notice to Lessee, Lessor or its agents shall have free access to the Locomotive at reasonable times for the purpose of inspections. Lessor or its agent shall be bound by the BP Cherry Point Site Access Agreement attached hereto as appendix X.

C. No accessions, additions, alterations or improvements to the Locomotive of any nature shall be made without Lessor's consent, which shall not be unreasonably withheld, but if any are made, they immediately shall become part of the Locomotive and shall become Lessor's property, except items added by BP as noted in section 9 Product Adjustments.

D. Lessor shall keep the Locomotive, at all times, free and clear from all claims, liens and encumbrances.

6. DELIVERY RETURN

Lessee shall accept delivery of the Locomotive at Lessee's BP Cherry Point Refinery ("Delivery Location"). Except as set forth in the Lease, upon expiration or other termination of this Lease, Lessee shall return such Locomotive to Lessor at Silvis, Illinois in good order and condition, reasonable wear and tear excepted. Lessee shall bear freight return costs. Lessee shall pay or reimburse Lessor for any reasonable and ordinary expenses incurred by Lessor in returning the Locomotive to good order and condition, in delivering the Locomotive to Lessor or effecting return of the Locomotive from Lessee as provided herein. All obligations of Lessee under this Lease shall continue with respect to the Locomotive not returned by the expiration or earlier termination as permitted herein until such Locomotive is returned to the Delivery Location in accordance herewith including, without limitation, the obligation to pay

rent, which shall increase by \$200.00 dollars per day per Locomotive for the first 45 days the Locomotive is late and to \$250.00 of such rate thereafter. Shipment cost and risk of loss during shipment shall be Lessee's responsibility.

7. WARRANTY DISCLAIMER

Lessee hereby acknowledges that Lessee has had or will have the opportunity to inspect the Locomotive prior to accepting delivery of same, and that acceptance of delivery of the Locomotive by Lessee constitutes acknowledgement that the Locomotive has been received in good condition and repair.

LESSOR MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LOCOMOTIVE AND LESSOR HEREBY DISCLAIMS ALL SUCH REPRESENTATION AND WARRANTIES. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCURRED BY THE OTHER PARTY.

8. USE AND MAINTENANCE

Lessee agrees that:

A. Lessee shall be responsible and pay for all registrations, certificates, and permits, and all other similar requirements of governmental authorities, whether required to be obtained in the name of the Lessor or Lessee.

B. The Locomotive shall be used and operated only by properly qualified, trained and registered personnel authorized by Lessee.

C. Lessee shall comply with all federal, state, municipal and local laws, ordinances, and rules, and regulations relating to the lease, possession, insuring, use and operation of the Locomotive.

D. Lessee shall be solely responsible for the payment of any and all fines, penalties or forfeitures (including without limitation the confiscation of the Locomotive) levied upon or arising out of the use, operation, maintenance or insuring of the Locomotive in violation of any law, ordinance, rule or regulation of any governmental authority during the term of the Lease as outlined in Schedule A, which arise from Lessee's possession, lease, use or operation of the Locomotive.

E. Lessee shall pay all costs, expenses and charges incurred in connection with the maintenance, lease, use and operation of the Locomotive, except as noted in section 9 Product Adjustments – Warranty.

F. Lessee shall maintain the Locomotive in good mechanical condition and running order and in compliance with OEM specifications and safety rules and regulations now or hereafter promulgated by applicable governmental authorities.

G Lessee shall keep and maintain any and all books and records and make any filings required by any governmental authority with respect to the possession, lease, use or operation of the Locomotive.

9. Product Adjustments

A. Lessor / Lessee shall conduct the following equipment changes:

- Adjust the control software for N-LIMITING from 15 minutes to 35 minutes to the account of Lessor
- Remove Cattron remote control system from the Lessee's Green Goat 1703 locomotive and reinstall on the Locomotive to the account of Lessee. Adjust the location of the hand brake pulley to the account of the Lessor
- Removal of the GPS from the Locomotive to the account of the Lessor
- Disconnect the alertor to the account of the Lessor
- Apply door filters on the engine compartment to the account of the Lessee
- Relocate crossing arm remote control radio from Lessee's Green Goat 1703 to the Locomotive to the account of Lessee.
- Relocate communications radio from Lessee's Green Goat 1703 to the Locomotive to the account of Lessee.

B. As a condition precedent to the execution of an Agreement for the purchase by Lessee of the Locomotive at the end of the lease period, the Locomotive shall meet a 95% availability factor. This calculation shall exclude scheduled maintenance time, downtime caused by improper locomotive operation, contaminated fuel, damage to the locomotive caused by operator error, theft, Acts of God, misuse and abuse of the equipment and/or internal Lessee incidents and/or occurrences not within the control of the Lessor. Lessee will document the availability factor to the Lessor on a quarterly basis.

C. Warranty. The Locomotive comes with a two-year warranty that includes all labor costs and expenses for the first 90 days from date of acceptance by Lessee (labor costs and expenses are not included after such time); all electrical and mechanical non-consumable parts are included for two years from the date of acceptance by Lessee. In the event that the Locomotive is out of service for more than 3 business days due to warranty covered parts or the unavailability of warranty covered labor, the lease term shall be extended or lease payments reduced for the number of days the unit is out of service.

D. Purchase of Lessee's Existing Equipment. With the Parties' mutual agreement, Lessor will purchase either or both of Lessee's SW1200 or Lessee's Green Goat 1703 for \$50,000.00 each prior to the expiration or termination of the Lease. Such transfer of ownership will be accomplished via a separate bill of sale.

10. INSURANCE / INDEMNIFICATION

A. Railroad liability insurance providing coverage in an amount not less than five million (\$5,000,000) dollars combined single limit per occurrence and ten million (\$10,000,000.) dollars combined in the aggregate shall be provided by Lessee at Lessee's sole expense throughout the term of this Lease. The insurance policy or policies providing the foregoing coverage shall:

i. be written by an insurance company or companies reasonably satisfactory to Lessor and authorized to transact business in all of the states in which the Locomotive will be used and operated.

ii. name Lessor as an additional insured.

iii. protect the interests of Lessor and Lessee, including Lessee's authorized operators, with respect to liability for injuries to or the death of third party persons and damage to or loss of use of property of third persons resulting from the ownership, maintenance, use or operation of the Locomotive.

iv. provide by endorsement or otherwise that the coverage shall be primary coverage as to Lessor and show Lessor as additional insured.

B. Lessee, at Lessee's sole expense, shall provide collision and comprehensive physical damage insurance on each Locomotive. The insurance policy or policies providing the foregoing coverages shall:

i. is written in standard form by an insurance company reasonably acceptable to Lessor.

ii. provide coverage in an amount not less than the replacement value of the Locomotive.

iii. provide for losses to be payable to Lessor and Lessee as their respective interests may appear.

C. Lessee shall furnish Lessor with a certificate(s) of insurance or other evidence

of said insurance coverage.

D. Notwithstanding that Lessee shall provide certain insurance hereunder and irrespective of any responsibility for negligence, Lessee does hereby agree to defend, indemnify, protect and hold harmless Lessor and any assignees or successors of Lessor, and their respective employees and agents, from and against any and all losses, liabilities (including without limitation strict liability imposed by law), damages, injuries, claims, demands and expenses (including legal expenses) of whatsoever kind and nature; resulting from or arising out of the use, condition, operation or ownership of the Locomotive, except to the extent caused by the negligence or willful misconduct of Lessor. This covenant of indemnity shall continue in full force and effect notwithstanding the termination of this Lease.

E. Lessee assumes and agrees to indemnify, protect and hold free and harmless Lessor, any assignee or successor of Lessor, and their respective employees or agents, from any loss, damage, theft or destruction of the Locomotive during the term of this Lease and while the Locomotive is in the custody and control of Lessee, its employees, agents or contractors. In the event of damage to the Locomotive, Lessee shall immediately place the same in good repair (ordinary wear and tear excepted). If Lessor, in the exercise of its reasonable judgment, determines that any item of Locomotive is lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of a Locomotive, Lessee shall pay Lessor in cash the sum of (a) any installments of rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the Replacement Value of such Locomotive determined in accordance with Schedule A. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer.

F. If Lessee shall fail to obtain or maintain the insurance coverage required in this lease, or shall fail to furnish Lessor with evidence thereof, Lessor at its option, may obtain such required insurance coverage on behalf of Lessee at Lessee's expense.

11. ASSIGNMENT. WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE WILL NOT SELL, ASSIGN, SUBLET OR OTHERWISE ENCUMBER OR PERMIT A LIEN ARISING THROUGH LESSEE TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE OR THE LOCOMOTIVES. Lessor may assign its interest in this lease and sell or grant a security interest in all or any part of the Locomotive without notice to or the consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor, it being understood that in the event of a default or breach by Lessor, Lessee shall pursue

any rights on account thereof solely against Lessor and Lessee further agree that no such assignment shall change Lessee's duties or obligations under this lease or increase Lessee's risks or burdens, all of which shall remain as set forth herein. Each party to this Lease acknowledges notice of and consents in all respects to. the terms of this Lease. Upon receiving Lessor's written consent. such consent not to be unreasonably withheld, Lessee may assign this Lease to an entity which purchases substantially all the assets of its Cherry Point Refinery, or to a parent or affiliate company to Lessee.

12. FINANCIAL DATA

Upon the written request of Lessor. Lessee shall furnish to Lessor, when reasonably available, copies of Lessee's U.S. parent company's publically filed financial statements and such other reports and statements concerning this Lease and the Locomotive as Lessor reasonably may request.

13. DEFAULT

A. Lessee shall be in default under this Lease upon the happening of any of the following events or conditions ("Event of Default"):

- i. Default in the payment when due of any installment of rental hereunder or of any other obligation for the payment of money now or hereafter owed by Lessee to Lessor, following notice to Lessee and a reasonable time to cure.;
- ii. Default in the timely performance of any other liability, obligation, covenant or agreement hereunder of Lessee,.

14. REMEDIES UPON DEFAULT

A. Upon the occurrence of any Event of Default or at any time hereafter. Lessor, in its sole discretion, may take anyone or more of the following actions with respect to the Locomotive:

- i. Declare all unpaid lease payments to be immediately due and payable.
- ii. Terminate the lease of the Locomotive by written notice to Lessee.
- iii. Whether or not the lease is terminated, take possession of any or all Locomotive wherever found, and for this purpose Lessor may at Lessor's option and upon reasonable notice enter upon the premises where such Locomotive is located and take immediate possession of and remove the same.
- iv. Termination of this lease does not terminate. limit, or restrict the rights and remedies of Lessor. In addition to Lessor's right under

common law to redress for any breach or violation. Lessee shall indemnify and defend Lessor against all losses, damages, cost and expenses (including, without limitation, interest, penalties, court costs, and attorney's fees and expenses) asserted against, imposed upon, or incurred by Lessor, directly or indirectly, arising out of or resulting from any breach or violation arising out of Lessee's possession, lease, use or operation of the Locomotive.

v. Require that Lessee shall, upon demand by Lessor and at Lessee's expense, promptly make available to Lessor at Lessee's expense, the Locomotive at a place designated by Lessor which is reasonably convenient to both parties.

vi. Use, hold, sell, lease or otherwise dispose of any or all such Locomotive as Lessor in its sole discretion may decide, without affecting the obligations of Lessee as provided in this Lease.

vii. Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof or to rescind the lease hereunder of the Locomotive.

viii. Exercise any and all rights and remedies available to Lessor under any applicable law. In addition, Lessee shall be charged with and shall pay to Lessor all damages resulting from the ordinary course of events from the Lessee's default as determined in any reasonable manner, together with incidental damages, less expenses saved in consequence of each Event of Default by Lessee.

ix. In addition to other remedies available, Lessor may also recover from Lessee the amount which will fully compensate the Lessor for any loss or damage to the Lessor's residual interest in the goods caused by the default of the Lessee

x. Lessee shall pay Lessor all costs and expenses, including but not limited to reasonable attorney's fees and out of pocket expenses, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

B. None of the rights and remedies under or referred to is intended to be exclusive, but each such right or remedy shall as to each Locomotive be cumulative and may be availed of separately or concurrently with or in addition to any other right or remedy provided or referred to herein or otherwise available to Lessor at law or in equity. Any repossession or subsequent sale or lease by Lessor of any Locomotives shall not bar an action against Lessee for a deficiency.

C. Without limitation of any rights of Lessor otherwise existing or otherwise available to Lessor, it is expressly covenanted and agreed by the parties hereto that in the event of any assignment by operation of law of this Lease or of any lease hereunder, or of a bankruptcy of Lessee within the meaning of the Federal Bankruptcy Act, then Lessor may, at Lessor's election, terminate this Lease.

15. RECORDATION OF LESSOR'S INTEREST

Lessee agrees to execute all recording documents requested by Lessor to show Lessor's interest in the Locomotive. Lessee further authorizes Lessor to execute and file financial statements or other documents evidencing Lessor's interest in the Locomotive without Lessee's signature.

16. MISCELLANEOUS

A. This Lease and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Illinois shall be choice of forum for all litigation.

B. Neither this Lease nor any schedule shall be amended, and no provision hereof or of any Schedule shall be waived or varied unless by writing signed by the parties.

C. No delay or omission by Lessor in exercising any right hereunder shall operate as a waiver of such right or any other right. A waiver by Lessor of any Event of Default by Lessee shall not be construed as a waiver of any future occasion.

D. In case any provision (or portions thereof) in this lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions (or portions thereof) hereby shall not in any way be affected or impaired thereby.

E. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

F. All notices permitted or required to be given pursuant to this Lease shall be mailed by Certified or Registered Mail, Return Receipt Requested to the parties at the following addresses or at such other addresses as each party may notify each other.

If to Lessor: National Railway Equipment Co.
200 Aviation Drive

Mt. Vernon, Illinois 62864
Attn: Mr. James M. Wurtz, Jr.

If to Lessee: BP West Coast Products LLC
4519 Grand View
Blaine, Washington 98230
Attn: Procurement Manager

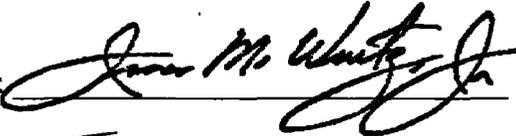
WITNESS WHEREOF, the parties have executed this Lease the day and year first mentioned above.

LESSOR:

LESSEE

NATIONAL RAILWAY EQUIPMENT CO.

**BP WEST COAST PRODUCTS
LLC**

By: 

By: 

Name: *JAMES M. WURTZ JR*

Name: *Carlene Coleman*

Title (spelled): *VP MARKETING & SALES*

Title (spelled): *Procurement
Specialist*

ATTEST:

ATTEST:

By: _____

By: _____

Title (spelled):

Title (spelled):

(Corporate Seal)

(Corporate Seal)

SCHEDULE "A"

Attached to and incorporated into the Lease dated the 9th day of June 2012, by and between the National Railway Equipment Co. ("LESSOR") and BP West Coast Products LLC ("LESSEE").

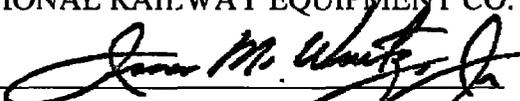
Type and General Description of Locomotive Unit(s), Marks and Numbers:

<u>UNIT NO.</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>GENERAL DESCRIPTION</u>
NREX 700	1GS-7B-R	Blaine, Washington	NREC N-ViroMotive Switcher

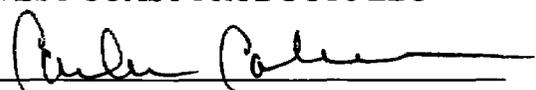
PURCHASE: Lessee shall cure all defaults and has the option to purchase the Locomotive at the conclusion of the first 12 months of the 24 month term for \$777,650.00 If purchase option is not exercised during the first 12 months of the 24 month term, Lessee shall cure all defaults and purchase the Locomotive at the conclusion of the 24 month lease term for \$550,000

following the Lessee's successful execution of the terms and conditions of this Lease, including but not limited to all payment of all Rent and any other amounts due pursuant to the Lease, subject to the Locomotive meeting the 95% availability factor referenced in Article 9B herein. In the event these payments are made to the Lessor, pursuant to the successful execution of the terms and conditions of this Lease Agreement, title to the Locomotive shall be promptly transferred to the Lessee. Otherwise, the Locomotive shall be returned at Lessee's expense to the Lessor's remanufacturing facility in Silvis, Illinois in accordance with Article 6. above **Delivery/Return.**

LESSOR: NATIONAL RAILWAY EQUIPMENT CO.

By: 
Name: JAMES M. WURTZ, JR.
Title (spelled): VP MARKETING+SALES

LESSEE: BP WEST COAST PRODUCTS LLC

By: 
Name: Carlene Coleman
Title (spelled): Procurement Specialist

MEMORANDUM OF LOCOMOTIVE LEASE AGREEMENT

THIS MEMORANDUM OF LOCOMOTIVE LEASE AGREEMENT has an effective date of June 9, 2012, and is by and between National Railway Equipment Co. ("Lessor"), and BP West Coast Products LLC ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor the Locomotive model(s) described herein. This MEMORANDUM OF LEASE AGREEMENT evidences a lease.

The Locomotive is fully-described in a certain Lease Agreement with an effective date of June 9, 2012, (the "Lease"), between Lessor and Lessee. A schedule of the equipment is attached hereto.

2. All terms of the LOCOMOTIVE LEASE AGREEMENT are hereby referred to and incorporated in this memorandum by reference.

The MEMORANDUM OF LOCOMOTIVE LEASE AGREEMENT may be executed counterpart constituting an original but all together only one MEMORANDUM OF LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed or caused this MEMORANDUM OF LEASE AGREEMENT to be executed as of the date first above written.

LESSEE:

BP WEST COAST PRODUCTS LLC

By: Carlene Coleman

Name: Carlene Coleman

Title (spelled): procurement specialist

LESSOR:

NATIONAL RAILWAY EQUIPMENT CO.

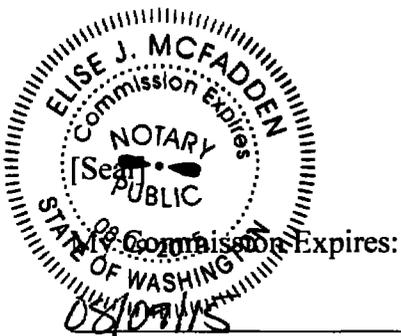
By: James M. Wertz Jr

Name: JAMES M. WERTZ JR

Title (spelled): VP MARKETING + SALES

STATE OF WASHINGTON)
) SS.
COUNTY OF WHATCOM)

On this 12 day of JUNE, 2012, before me appeared CARLENE COLEMAN the person who signed this instrument who acknowledged that (s) he is the PROCUREMENT SPECIALIST of BP WEST COAST PRODUCTS LLC and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



Elise McFadden

Notary Public

STATE OF Illinois)
) SS.
COUNTY OF Clark)

On this 15 day of June, 2012, before me appeared JAMES H. WOLFE JR., the person who signed this instrument who acknowledged that (s) he is the VP MARKETING + SALES of NATIONAL RAILWAY EQUIPMENT CO and that, being duly authorized, (s) he signed such instrument as a free act on behalf of said corporation.



[Seal]

Susan Smentek

Notary Public

My Commission Expires:

9-26-2015

SCHEDULE OF EQUIPMENT

Lessor: National Railway Equipment Co.

Lessee: BP West Coast Products LLC

Approved by:



(Lessee to initial each page)

Equipment Schedule No.: See Schedule "A"

NREX 700 1GS-7B-R NREC N-ViroMotive Switcher



JUN 21 2011

REFINERY ACCESS AGREEMENT

CONTRACTOR/VENDOR: National Railway Equipment Co.
PO Box 1415
Mount Vernon, IL 62864
Attn: Roberta Flurry
Phone: 618-242-6590
Fax: 618-242-8519
E-mail: rflurry@nationalrailway.com

Date: November 1, 2011

BPWCP Coordinator: Jerry Smith

This Agreement is between National Railway Equipment Company, hereinafter called "CONTRACTOR/VENDOR", and BP West Coast Products LLC, a Delaware LLC, hereinafter called "BPWCP".

Whereas, CONTRACTOR/VENDOR wishes to have access to BPWCP Cherry Point Refinery for the purpose of providing training in the operation of the NRE 1GS-7B N-Viromotive locomotive. CONTRACTOR/VENDOR shall perform all work and/or provide all labor, services and supervision, and shall furnish and pay for all materials, transportation, equipment, tools, supplies and all other items necessary to perform work or provide services at its sole expense; and,

BPWCP is willing to allow CONTRACTOR/VENDOR access to its Refinery so long as CONTRACTOR/VENDOR complies with the Safety, Health, Environmental, Insurance and indemnity obligations that BPWCP normally imposes on CONTRACTOR/VENDORS working in the Refinery.

Now, therefore, the parties agree as follows:

While performing work or services outlined above, CONTRACTOR/VENDOR shall comply with the following Exhibits and Attachments:

- Exhibit A - BPWCP Safety Rules for Contractors
Exhibit B - BPWCP Contractor Drug & Alcohol Policy Guidelines
Exhibit C - BPWCP Insurance Requirements
Exhibit D - BPWCP Non-Discrimination and Non-Harassment Policy
Attachment A - BPWCP Standard Terms & Conditions, Short Form Refinery Access Agreement

Work shall NOT commence on site prior to BPWCP receipt of all notices and certificates referenced in Exhibit C and a signed copy of this agreement.

This Short Form Refinery Access Agreement is mailed to CONTRACTOR/VENDOR in duplicate. No binding contract shall arise until BPWCP has received a completely executed copy of this Agreement signed by the CONTRACTOR/VENDOR without modification, unless CONTRACTOR/VENDOR has secured prior written permission from the Cherry Point Refinery Contract Administrator. (By signing this Agreement, Contractor certifies that: 1) They have received the BPWCP Safety Rules for Contractors, the BPWCP Contractor Drug & Alcohol Policy Guidelines and the BPWCP Non-Discrimination and Non-Harassment Policy; and 2) All workers performing work at the BPWCP Cherry Point Refinery will attend BPWCP Contractor safety orientation prior to commencing work and will comply with all applicable Safety, Drug & Alcohol and conduct requirements set forth in Exhibits A, B and C.) 3) The indemnity provision in Attachment A has been mutually negotiated between BPWCP and Contractor. Contractor's liability shall be for its negligent acts. Insurance shall be as stated in the insurance certificate provided by Contractor.

BP WEST COAST PRODUCTS LLC

[VENDOR NAME]

[Signature]

[Signature]

By:

By:

Date: 11/2/11

11-2-11

RETURN SIGNED DOCUMENT TO: BPWCP Cherry Point Refinery, Contract Administrator/Bd#1
4519 Grandview Road, Blaine, WA 98230

* 11/2/11: Waiver of suber waived by Bob Alford 10 min

bp

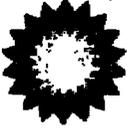


EXHIBIT A

BP West Coast Products, LLC- Cherry Point Refinery

SAFETY, SECURITY, HEALTH AND ENVIRONMENTAL RULES FOR CONTRACTORS

The following are highlights of the BP West Coast Products LLC ("BPWCP") Safety, Security, Health, and Environmental rules. Contractors' are required to comply with all BPWCP, Federal, State and Local safety, health and environmental standards applicable to Contractor's work package. Please note that each item listed is indicative of a larger topic which may require further attention, and therefore the following documents (which are distributed to each contractor employee at the time of refinery orientation) are incorporated by reference into this Exhibit:

- Process Safety Management Contractor Process Hazards Handbook
- Contractor Health, Safety, Security and Environmental (HSSE) Handbook

In all cases Contractor can contact their Contract Account Manager, ("CAM") Contract Administrator, Contractor Safety Coordinator or Point of Contact ("POC") for assistance. CONTRACTORS ARE LIABLE TO UNDERSTAND AND ENFORCE ALL APPLICABLE BPWCP, FEDERAL, STATE AND LOCAL SAFETY, HEALTH AND ENVIRONMENTAL RULES. (NOTE: At times it may be necessary to refer to the Cherry Point Refinery HSSE Handbook for specific requirements.)

1.0 REFINERY ACCESS

- 1.1 Contractor employees are required to complete the Cherry Point Refinery Safety Orientation Training prior to performing any work onsite. Additionally, certain work at the Cherry Point Refinery takes place in areas that require Coast Guard-issued credentials (TWIC). All of Contractor's employees required to hold the TWIC credential must have it in their possession at all times when on BPWCP and/or Cherry Point Refinery property. The responsibility to obtain and keep in force the TWIC credential is solely that of the Contractor. Failure to comply with governmental and BPWCP requirements with respect to the TWIC credential will result in immediate termination of employment at the Cherry Point Refinery.
Effective July 1, 2011, all persons requiring access to the gated portions of BP Cherry Point Refinery property (i.e., inside any area that requires a BP Cherry Point ID badge) are required to possess a TWIC card.
- 1.2 Contractor employees must read and write English well enough to successfully complete this training (with minimal assistance). Contact your POC for additional information.
- 1.3 Contractor employees who are performing work in process areas and/or performing work that could directly affect work in process areas are required to show evidence of additional employee safety skills training. Successful completion of any of the following programs is sufficient for this requirement: Contractor Safety Training/Orientation Program (CSTOP), Bay Area Training Corporation (BATC), Refinery Safety Organization (RSO), Contractor Safety Council of Texas City, Greater Baton Rouge Industrial Managers Association or the equivalent. Check with your POC or the Contractor Safety Coordinator for additional information.
- 1.4 Entry onto BPWCP property must be approved by your POC.
- 1.5 Contractor employees must enter and exit through designated gates and remain in their designated work areas while onsite.
- 1.6 (a) Without prior announcement, and at any time, BPWCP may carry out reasonable searches of individuals and their personal effects - when entering BPWCP property, while on BPWCP property, and when leaving BPWCP property. Entry onto BPWCP property is conditioned upon and constitutes consent to a search of the person and his/her personal effects, including, but not limited to: packages, briefcases, purses, lunch boxes and vehicle, or any office, locker, closet or desk. (b) All suspected illegal drugs, drug related paraphernalia, alcohol, and firearms will be confiscated by BPWCP.

Suspected illegal drugs will be turned over to a licensed laboratory for testing or to the appropriate law enforcement agency if investigation warrants. (c) Failure of a Contractor employee to consent to search of personal property shall be cause for removal from BPWCP premises, and shall result in Contractor employee being removed from BPWCP property and disqualified for future entry onto BPWCP property.

- 1.7 If an employee of a contracting company providing services at Cherry Point Refinery elects to change his or her employer to another company which is also providing services at Cherry Point Refinery, the employee is then ineligible with BPWCP for assignment to on-site work at the Cherry Point Refinery for ninety days following the commencement of his or her employment by the new employer. The new employer is, of course, free to assign its new employee to work at other locations outside of the Refinery during the 90 day period and beyond.

2.0 WORK SITE

- 2.1 Smoking on Refinery property (including the parking lots) is strictly prohibited. This requirement is occasionally waived during turnarounds. Check with the Contractor Safety Coordinator or your POC for additional information.
- 2.2 Personal possession of smoking materials inside the refinery fence line is NOT permitted.
- 2.3 The following minimum protective gear is required inside the refinery unless otherwise designated:
- hard hats and safety glasses;
 - flame resistant clothing (FRC) which meet NFPA 2112, including all exterior garments;
 - when posted: respirators, hearing protection, goggles, chemical resistant clothing. Contractor employees required to use respirators must be physically capable of wearing a respirator, fit tested and trained in their use. Paper mask style respirators that cannot be fit tested cannot be used;
 - Effective October 31, 2010, ANSI (Z41) approved (hardnosed) footwear with leather uppers;
 - fall protection and fall arresting devices must be used when required by law; and
 - Effective October 31, 2010, personal H₂S monitors are required in all process areas
- 2.4 All hazardous materials must be handled properly in accordance with applicable standards. Contractors must maintain a listing of all hazardous materials used onsite and, when storing 50 gallons or more onsite, provide BPWCP with an MSDS for the materials.
- 2.5 Many construction related materials require special handling and disposal. Disposal of regulated materials in trash dumpsters is prohibited. Contractors are expected to dispose of these materials in an acceptable manner. For additional information contact the Contractor Safety Coordinator or your POC.
- 2.6 Contractor employees must immediately report all injury accidents, near-misses, spills and employee exposures to their POC.
- 2.7 Contractors are responsible for their employees, subcontractors and visitors at all times. BPWCP reserves the right to deny entry for any of the following acts:
- smoking or possession of smoking materials.
 - improper use or absence of required PPE.
 - use or possession of drugs, alcohol, firearms or other restricted materials.
 - stealing, malicious mischief (including graffiti) or sabotage.
 - gambling or soliciting.
 - horseplay or fighting.
 - criminal acts or carrying weapons.
 - unauthorized entry or exit from the Refinery.
 - impersonation.
 - violation of any Cherry Point Permit.
- 2.8 The maximum speed permitted in the Refinery (unless otherwise posted) is 20 mph.
- 2.9 Vehicle and equipment operators shall comply with the following minimum rules:
- do not obstruct roadways, fire lanes or emergency equipment. Unavoidable road blockage must be approved by your POC.
 - all vehicles must be in good operating order and have lights if used after dark.
 - vehicle drivers and all passengers must wear seat belts when in a moving vehicle.
 - backup alarms are required when specified by safety standards.
 - Unattended vehicles must not be left running and keys must be left in the ignition.

- 2.10 Effective January 1, 2010, all cranes, crane operators, crane owners, crane users and lift directors are required to meet the Federal and State regulations stated in ASME B30.5-2007. Contractors must provide the BPWCP lift supervisor with their crane certification from NCCO, NCCER or CIC and proof of current physical that meets ASME B30.5-2007 ¶5-3.1.2. Crane owners must provide the BPWCP lift supervisor with current monthly and annual inspection records for any crane brought onto BPWCP property.
- 2.11 Effective June 30, 2010, only intrinsically safe cell phones will be allowed in live process units.

3.0 EMERGENCY PROCEDURES

- 3.1 Contractor employees must be familiar with the refinery emergency alarms.
- 3.2 Contractors must provide first aid services for their employees in accordance with applicable safety standards.
- 3.3 BPWCP will provide emergency rescue/medical services.
- 3.4 BPWCP Management/Environmental must be notified in the event of any spills or release of a gas/liquid/solid during any work performed.

4.0 PERMITS

- 4.1 Cherry Point Refinery has a Control of Work process that all Contractors must adhere to. Your POC will provide any necessary information regarding this requirement.
- 4.2 Fire watches, confined space attendants, bottle watches, etc. must be provided by Contractor if required.
- 4.3 Contractors are responsible for ensuring any equipment owned/operated by Contractor is appropriately permitted and in compliance with all federal, state and local requirements (i.e., vacuum trucks, abrasive blasting equipment, painting equipment, incinerators, other portable equipment, especially fuel fired/fuel burning equipment).

5.0 HAZARD COMMUNICATION

- 5.1 All radioactive materials must be reported to Safety and Health before they are brought inside the Refinery. Contact your POC for assistance.
- 5.2 Asbestos bearing materials can be found inside the Refinery.
 - Blue banded insulation is asbestos free.
 - Silver banded insulation may contain asbestos. Contractor employees are not allowed to remove any insulation without express authorization
- 5.3 Refinery paints and coatings may contain lead.
 - Contractor employees are not permitted to conduct hot work on painted/coated surfaces without stripping the coating a minimum of 3 inches away from the heat affected zone in all directions.
 - Grinding is permitted but only for 20 minutes per shift per person.
- 5.4 Material Safety Data Sheets (MSDS) for Refinery materials are available for all contractors. Contractor employees must be aware of the hazards to which they are exposed.

6.0 FALL PROTECTION POLICY

- 6.1 Contractors must have a written fall protection plan.
 - Use of fall protection is absolutely required when working 6 ft. above the closest landing.
 - Employees using a fall arrest system shall not work alone.
 - A suspension trauma safety strap shall be attached to each harness.

7.0 UTILITIES

- 7.1 Compressed gas cylinders must be:
 - stored upright and secured at all times.
 - capped when not in use.
 - transported in a proper rack or cart.
- 7.2 All utility connections must be approved before use.
 - use of firewater must be approved by the Contractor Safety Coordinator and the on-site Shift Supervisor.
 - check valves are absolutely mandatory when connecting to processes.

8.0 DRUG AND ALCOHOL POLICY

- 8.1** Contractors must have and enforce a Drug and Alcohol policy which is at least as effective as outlined in the BPWCP Contractor Policy criteria.
- drugs and alcohol are prohibited at the Refinery.
 - pre-employment screenings, testing for cause and random testing are required policy elements.
 - Contractors and their subcontractors may be asked to join a drug and alcohol testing program.

9.0 COMMUNICATION POLICY

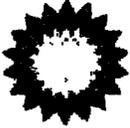
- 9.1** Contractors shall provide supervision who can communicate (read, write and speak) effectively in English and shall ensure that each crew consists of a sufficient number of lead persons who have the ability to effectively communicate in English.
- Safety Watches must be able to communicate in English.
 - Contractor employees must be capable of recognizing standard safety hazard signs posted within the Refinery.

10.0 ENVIRONMENTAL POLICY

- 10.1** Contractor employees shall be aware of and comply with the intent of Cherry Point's Environmental Policy.
- Contractors shall conduct periodic HSE audits of its operations and equipment that includes subcontractors.
 - Contractor's management will review the audit findings and implement action plans in a timely fashion.
- 10.2** Contractor employees who clean up hydrocarbon spills must have 40-hour HAZWOPR certification.

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BPWCP Cherry Point Refinery

DRUG & ALCOHOL, SECURITY SEARCH, AND FIREARMS POLICY FOR CONTRACTORS, SUBCONTRACTORS AND VENDORS

INTRODUCTION

The BP West Coast Products Cherry Point Refinery (hereinafter BPWCP) is committed to the goal of being a drug free and secure workplace. To that end, BPWCP needs the support of not only its employees, but the support and commitment of all Contractor and Vendor (hereinafter Contractor) employees as well. To achieve this goal, BPWCP has established the following policy and guidelines for implementation by all Contractors and vendors assigned to work on BPWCP property. NOTE: This policy and guidelines applies to All contractors, subcontractors and vendor's employees working at the Refinery. Although this policy applies to ALL contractors BPWCP has the right to exclude non safety-sensitive contractors from some or all of the requirements.

POLICY

The Policy of BPWCP regarding illegal drugs and controlled substances, alcoholic beverages and firearms is:

1. The use, possession, distribution, purchase or sale of any illegal drugs, alcohol, or other controlled substances by any person while on BPWCP premises, is prohibited.
2. The use of any illegal drug or other controlled substance or alcohol which causes or contributes to unacceptable job performance or unusual job behavior is prohibited.
3. Being under the influence of an illegal drug, alcohol, or misusing a prescription medication by any person while performing BPWCP business or while on BPWCP premises is prohibited.
4. The use of a prescription medication, which is known to make the user unfit to operate machinery or to be around equipment or machinery is prohibited. Contractors taking prescription medication that could affect their ability to work safely must check with BPWCP Medical. For further information regarding this policy contact BPWCP Medical.
5. The use, possession, transportation or sale of explosives, unauthorized flammable materials, firearms, or other weapons by Contractor, subcontractors, vendors, or any of their employees while on BPWCP premises, is prohibited.

Contractors, including subcontractor or vendor employees, shall abide by this Policy. Any person violating this Policy will be removed from BPWCP premises and may be denied future access to BPWCP premises. In addition, BPWCP may suspend work or, in repeated or serious situations, terminate a contract as a result of violating this Policy. In appropriate cases, local law enforcement agencies may be advised of violations. This should be done before the employee comes to the refinery. Contractors should take whatever action is necessary to prevent any confusion over the employee's rights at the refinery.

In support of this Policy, BPWCP may conduct or require searches and/or require screens as set forth in the following:

SEARCH

Without prior announcement, and at any time, BPWCP may carry out reasonable searches of individuals and their personal effects when entering BPWCP premises, while on BPWCP premises, and when leaving BPWCP premises. Entry onto BPWCP premises is conditioned upon and constitutes consent to a search of the person and his/her personal effects, including, but not limited to: packages, briefcases, purses, lunch boxes and vehicle, or any office, locker, closet or desk.

All suspected illegal drugs, drug related paraphernalia, alcohol and firearms will be confiscated by BPWCP. Suspected illegal drugs will be turned over to a licensed laboratory for testing or to the appropriate law enforcement agency if investigation warrants.

Failure of a Contractor employee to consent to search of personal property shall be cause for removal from BPWCP premises, and shall result in Contractor employee being removed from BPWCP property and disqualified for future entry onto BPWCP premises.

SCREENING

BPWCP requires Contractors to conduct controlled substance and alcohol screens on all of its employees and subcontractors' employees prior to entering BPWCP's premises. BPWCP also requires Contractors to agree to BPWCP's Random Testing Program for all Contractor employees in safety-sensitive positions per the **Random Drug and Alcohol Testing Program for Contractors and Vendors** included herein. Contractors' Drug and Alcohol policies must conform to the following minimum criteria:

A. Pre-Employment Chemical Testing

1. Contractors shall establish drug and alcohol screening procedures for all employees (including subcontractor employees) assigned to BPWCP premises. Procedures will include, but not be limited to, the use of a breathalyzer to check for alcohol and chemical testing of bodily fluids. Contractors shall verify in writing that all employees have successfully passed a drug and alcohol screening test either immediately prior to current employment with the Contractor, or prior to assignment to BPWCP premises. If an employee is enrolled in a random testing program as a condition of current and continuous employment with the contractor or vendor, an additional test prior to assignment to BPWCP premises will not be required. If the employee has had a break in service exceeding 6 months since his/her initial pre-employment test, then he/she is required to be tested within 30 days prior to assignment to BPWCP premises.
2. In lieu of the above section A.1) BPWCP may require the contractor to join a drug testing program.

NOTE: By signing BPWCP's contract, Contractor verifies that these policy requirements are met.

All drug and alcohol testing must be done through a laboratory certified by the National Institute of Drug Abuse (NIDA), College of American Pathology (CAP), or a laboratory approved by a State of Washington Department of Social and Health Services (DSHS) certified program.

3. Vendor or specialty type service Contractors who are called in on an emergency basis and have not had the opportunity to be pre-screened, will be requested to submit to a drug and alcohol screen at a local facility within 24 hours of being assigned work on BPWCP premises. Employees will be allowed to begin work, pending the results of the screen. If a positive screen is indicated, the employee(s) will be immediately removed from BPWCP premises and the Contractor will be responsible for immediate replacement of employees and qualified personnel.

B. Chemical Testing for Cause

Contractors shall establish drug and alcohol screening procedures for all employees (including subcontractors) which must include, but not be limited to, chemical testing of bodily fluids for cause. BPWCP will require Contractors to consider drug and/or alcohol screening of its employees or subcontractors' employees where one or more of the following conditions is present:

1. Found to be in possession, control, or in the immediate area of alcoholic beverages, suspected illegal or uncontrolled legal drugs or drug related paraphernalia.
2. Involved in a work related accident which results in one or more OSHA recordable injuries, damage to Contractor and/or BPWCP property.
3. Involved in an accident (including near miss) in which safety precautions may have been violated or careless acts performed.
4. Believed to be under the influence of drugs or alcohol, or to have otherwise engaged in conduct in violation of the Contractor's Drug and Alcohol Policy.

A positive screen on a Contractor or failure to give written consent for a screen shall be cause for removal from BPWCP premises and shall result in the employee being restricted or disqualified from performing services for BPWCP.

C. Screening Criteria

Chemical testing performed shall include, but not be limited to, the drugs and designated limits listed below:

DRUGS

	<u>THRESHOLD LIMIT (Cutoffs)</u>		Unit
	Screening	Confirmation	
Amphetamines	300	300	ng/ml
Barbiturates	300	100	ng/ml
Benzodiazepines	300	100	ng/ml
Cocaine	300	150	ng/ml
Methadone	300	100	ng/ml
Opiates	300	150	ng/ml
Cannabinoids	20	10	ng/ml
PCP	25	25	ng/ml
Propoxyphene	300	200	ng/ml
Alcohol*	0.04	0.04	%

*Breathalyzer, Evidential Breath Tester (EBT) will be used for screen and confirm.

Test results at or above the screening limits must confirm positive before a positive test result is issued. Laboratories should report positive test results for specimen confirmed at or above these levels. Alternative methods must be used for confirmation testing.

DENIAL OF ACCESS

Contractor employees who are found to be in violation of the Policy will be denied access to BPWCP property as follows:

1. Possession of illegal or uncontrolled legal drugs or alcohol on BPWCP premises, or a positive test from a random test, shall result in removal of employee from BPWCP premises and disqualification from entry onto BPWCP premises for a period of at least six (6) months for the first violation. Dependent upon specific circumstances, person in this category may be considered for access after six (6) months if satisfactory evidence of fitness for duty can be demonstrated. For additional information about the specific requirements for reinstating access to BPWCP premises contact BPWCP Medical. If after six (6) months the employee is allowed entry onto BPWCP premises, any subsequent violation will result in permanent disqualification for future entry onto BPWCP premises.
2. Contractor employees who BPWCP or Contractor determines have been involved in the sale or use of illegal substances or alcohol while on BPWCP property, or who are under the influence of an illegal substance or alcohol while on BPWCP property, will be removed and disqualified from future access onto BPWCP premises.

DEFINITIONS

- A. As used herein, "controlled substance" and/or "illegal drug" include, but are not limited to: opiates, including heroin; hallucinogens, including marijuana, mescaline and peyote; cocaine; PCP; and prescription drugs, including amphetamines and barbiturates, which are not obtained and used under a prescription lawfully issued to the person possessing them; and any other substance unlawful under applicable law.
- B. As used herein, controlled substance or alcohol "screen" means any test using blood, urine, breath or other samples to determine the presence of controlled substances or alcohol in the body.
- C. As used herein, "BPWCP premises" is used in the broadest sense, and includes, but is not limited to, all land, property, buildings, structures, installations, BPWCP operated facilities, vehicles, equipment, aircraft, and water craft owned, leased, or in any other manner being used by BPWCP for any purpose.
- D. As used herein, "Under the influence" means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional opinion, a scientifically valid test, and, in some cases, by a layperson's opinion.
- E. As used herein, "Uncontrolled legal drugs" are prescription drugs obtained without a prescription.

RANDOM DRUG AND ALCOHOL TESTING PROGRAM FOR CONTRACTORS AND VENDORS APPLICABILITY

BPWCP's Random Testing Program applies to all Contractor, subcontractor and vendor (hereinafter Contractor) employees holding safety-sensitive positions and performing work on BPWCP premises. BPWCP may conduct random drug and alcohol testing. Safety-sensitive positions are generally defined as those in which:

- An employee has regular job duties requiring the individual to be in an area of the Refinery containing operating and mechanical equipment, where their actions or failure to act could cause major or severe incidents resulting in harm to self, other employees, the public or the environment; or
- An employee has direct responsibility for the inspection, construction, operation or maintenance of equipment/machinery or employee safety where their actions or failure to act could cause major or severe incidents resulting in harm to self, other employees, the public or the environment; or
- An employee is in a management level position with direct control of employees who would be considered safety-sensitive under this policy.

Contractors shall prepare a written list of all job titles held by their employees assigned to work on BPWCP premises which have been designated as being excluded from the Random Testing Program. BPWCP reserves the right to audit or inspect such lists from time to time. If there is a dispute between BPWCP and a Contractor as to which positions are safety-sensitive for purposes of a Random Testing Program, BPWCP reserves the right to make the final determination.

TESTING

BPWCP may randomly select the employees to be tested and will administer the test sampling. BPWCP's Random Testing Program for Contractors and Vendors will satisfy DOT guidelines and be implemented as follows:

1. Random tests may be conducted at least once a month;
2. Fifty percent (50%) or more of contract employees may be randomly tested every 12 months; and
3. Random testing will be reasonably spread throughout the 12-month period.

The Random Testing Program for Contractors and Vendors shall use the same screening and lab certification criteria as are currently in effect in the Cherry Point Drug and Alcohol Policy Guidelines for Contractors, Subcontractors and Vendors. (This particular element exceeds the "DOT" guidelines relative to the drug panel.)

POSITIVE TEST RESULTS

Any Contractor employee who receives a positive screen (where the screened substance has not been prescribed by a licensed medical practitioner or been approved by BPWCP Medical when necessary) or who fails to consent to a random testing will be immediately removed from BPWCP premises, and is subject to the sanctions identified in this Policy. In these situations, the Contractor will be responsible for immediate replacement of employees and qualified personnel.

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EXHIBIT C

BPWCP CHERRY POINT REFINERY INSURANCE REQUIREMENTS

Contractor/Vendor, from the time of commencement of the work until completion of the work and removal of all remaining materials, supplies, personnel, and equipment from the premises, shall provide and maintain in effect the following types and amounts of insurance with insurance companies satisfactory to BP West Coast Products LLC. Before being permitted to commence work, Contractors/Vendors are required to furnish an insurance certificate in the minimum amounts indicated:

- A. **Worker's Compensation Insurance Coverage**, including Occupational Disease, in accordance with the laws of the jurisdictions where work is to be performed, and Employer's Liability Insurance in the limit of not less than \$1,000,000 per person per accident. As evidence of appropriate Worker's Compensation Insurance coverage and rates, the following documents must be submitted PRIOR to commencement of work:
 - 1. A copy of the current Industrial Insurance Rate Notice from the Washington State Fund, Department of Labor & Industry, Rate Section.
 - 2. A copy of the current Worker's Compensation Coverage Status from the Washington State Fund, Department of Labor & Industry, Contractor/Vendor Compliance Unit.

If the performance of the contract requires the use of watercraft or is performed, in whole or in part, over water, Contractor/Vendor shall provide coverage for liability under the Longshore and harbor Workers Compensation Act, Outer Continental Shelf Lands Act and liability for admiralty benefits and damages under the Jones Act, Death on the High Seas Act and general maritime law on all employees, except members of crews of vessels if full crew liabilities are covered under Protection and Indemnity Insurance, and shall further provide that a claim "in rem" shall be treated as a claim against the employer.

- B. **Comprehensive General Liability**
 - 1. Bodily Injury - Each Occurrence \$1,000,000
 - 2. Property Damage - Each Occurrence \$1,000,000
- C. **Automobile Liability (Owned, Non-owned, or Hired)**
 - 1. Bodily Injury - Each Occurrence \$1,000,000
 - 2. Property Damage - Each Occurrence \$1,000,000

Each insurance policy maintained by Contractor/Vendor for work performed hereunder must be endorsed as follows:

- 1. "BP West Coast Products LLC, its subsidiaries and affiliated companies and joint venturers, if any, and their employees, officers and agents shall be named as additional insured to the greatest extent allowed by law, except with respect to Workers' Compensation."
- 2. "As respect to all required insurance, underwriters and insurance companies of Contractor/Vendor shall not have any right of subrogation against BP West Coast Products LLC, its subsidiaries, co-owners and joint venturers, if any, and their agents, employees, officers, invitees, servants, sub-contractors, underwriters and insurance companies."
- 3. "It is hereby understood and agreed that any coverage provided BP West Coast Products LLC by Contractor's/Vendor's Insurance is primary insurance and shall not be considered contributory insurance with any insurance policies of BP West Coast Products LLC, its subsidiaries, co-owners or joint venturers, if any."

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EXHIBIT D

DISCRIMINATION AND NON-HARASSMENT POLICY

1. BP West Coast Products LLC (the "Company") has a strong commitment to provide a working environment for all employees, contractors and subcontractors that is free from discrimination and harassment of any kind. Consistent with this objective, a corporate Non-Discrimination and Non-Harassment Policy has been established. The Company will not tolerate and prohibits the discrimination or harassment of any employee or non-employee on Company premises, for any reason, including race, color, sex, religion, age, disability, national origin, veteran status, sexual orientation or any other characteristic protected by law whether committed by a manager/supervisor, co-worker or non-employee. The Company will not tolerate and prohibits any form of retaliation against a person because he/she has made a discrimination or harassment complaint, or participated in a discrimination or harassment investigation.
2. Contractor and its subcontractors shall avoid any act or actions, implied or explicit that may suggest harassment in any form.
3. Prohibited sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment with Contractor or its subcontractors;
 - (b) Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual by Contractor or its subcontractors; or
 - (c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
4. Further examples of prohibited conduct include, but are not limited to:
 - (a) verbal conduct (whether oral or written, including e-mail): sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats, or suggestive or insulting sounds;
 - (b) visual/non-verbal conduct: offensive or derogatory posters, cartoons or drawings, suggestive objects or pictures, graphic commentaries, leering or obscene gestures;
 - (c) Physical conduct: unwanted touching, interference with an individual's normal work movement, or assault.
5. Harassment is defined as verbal or physical conduct that denigrates or shows hostility toward an individual because of his or her race, color, sex, religion, national origin, age, disability, sexual orientation or any other characteristic protected by law if the harassment creates an intimidating, hostile, or offensive work environment, if it unreasonably interferes with an individual's work performance, or if it adversely affects an individual's employment.
6. Company is committed to a work environment free of harassment and discrimination and will strictly enforce this Policy. Harassing and/or discriminatory conduct will result in appropriate disciplinary action, up to and including termination of the Agreement.

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ATTACHMENT A

BPWCP STANDARD TERMS & CONDITIONS / SHORT FORM REFINERY ACCESS AGREEMENT

By signing the attached Short Form Agreement ("Agreement"), Contractor agrees that the following Standard Terms and Conditions shall govern his performance under the Agreement.

1. **Independent Contractor:** Contractor shall assume and discharge as an independent Contractor all duties and responsibilities required under the terms and conditions of this Agreement.
2. **Inspection of Site and Protection of Work and Property:** Contractor before starting Work, shall make a thorough inspection of the site of work and its surrounds, in order that he may be thoroughly familiar with all conditions relative to the Work, and the condition and disposal of any structures, equipment, water, excavated material and fill. Contractor shall be responsible for the erection and maintenance of suitable guards or barricades and all other things required to protect the Work, all workmen and all persons on the premises or adjoining the same from any hazards which may exist or arise in the performance of this Agreement. No claim shall be allowed by BPWCP arising from a breach of these requirements.
3. **Permits and Regulations:** Contractor shall procure, at his own expense, all necessary permits and licenses except those expressly stated in the specifications to be obtained by BPWCP; and shall comply with all applicable rules and regulations, laws and ordinances issued by federal, state, and local government agencies.
4. **Non-Discrimination/Non-Harassment:** In the performance of Work under this Agreement neither Contractor nor any person acting on behalf of Contractor shall discriminate, by reason of race, color, sex, religion, age, disability, national origin, veteran status, sexual orientation or any other characteristic protected by law, whether committed by a manager/supervisor, co-worker or non-employee. BPWCP will not tolerate and prohibits any form of retaliation against a person because he/she has made a discrimination or harassment complaint or participated in an investigation.
5. **Payment of Subcontractors - Release of Liens - Retention:** Contractor, during the progress of Work, shall promptly pay all valid charges of all his subcontractors and other persons furnishing labor and/or materials in the performance or prosecution of the Work hereunder. The final payment shall be made thirty (30) days after final completion and acceptance of the Work, provided Contractor shall have submitted to BPWCP any required guarantees, permits, certificates, other authorization, and satisfactory Release of Liens (when requested) showing that charges, claims, and bills for labor and material have been met and paid. Pending receipt of required documents and completion of Work, ten (10) percent will be withheld by BPWCP of all invoices for Work done and material delivered.
6. **Waiver of Mechanics' Liens:** Contractor agrees that no mechanics' liens whatsoever shall be filed by him or any subcontractor under him for the supply of any labor or material or both, in the performance of the Work under this Agreement, and the right to such lien is hereby waived.
7. **Workman's compensation, Occupational Disease, and Auto and Public Liability Policies:** Unless expressly waived by BPWCP, Contractor must attach to the acceptance copy of this Agreement, Certificates of insurance evidencing such policies in the amounts and form acceptable to BPWCP.
8. **Plant Rules and Regulations - Indemnity Against Injury and Damages:**
 - 8.1 Contractor agrees to comply with all BPWCP Cherry Point Refinery rules and regulations, particularly as to safety precautions, fire hazards, and traffic
 - 8.2 While performing Work, Contractor shall follow the BP Group Driving Standard. The 10 key elements in the BP Group Driving Standard are:
 - (i) The vehicle is fit for the purpose and has been maintained in safe working order, with seatbelts installed and functional.
 - (ii) The number of passengers does not exceed manufacturer's specification for the vehicle.
 - (iii) Loads are secure and do not exceed manufacturer's specifications and legal limits for the vehicle.
 - (iv) Drivers must be appropriately assessed, licensed, trained and medically fit to operate the vehicle.
 - (v) Drivers are appropriately rested and alert.

(vi) Drivers must not use a mobile phone or two-way radio while operating the vehicle.

(vii) The risks of the journey have been assessed and journey risk management plans in place in specific high-risk countries.

(viii) Seatbelts are worn by all

occupants at all times a vehicle is in motion.

(ix) Drivers are not under the influence of alcohol or drugs, or any other substance or medication that could impair their ability to drive.

(x) Safety helmets are worn by rider and passengers of motorcycles, quads, snow-mobiles and similar types of vehicle.

8.3 Nothing contained herein shall be interpreted to enlarge the legal duty of BPWCP to Contractor, its agents, employees, or subcontractors.

8.4 To the fullest extent permitted by law, and subject to the limitations provided below in subparagraphs 8.4.1 and 8.4.2 of this provision, Contractor agrees to defend, indemnify, and hold harmless BPWCP, as well as its affiliates, employees, agents, and representatives, from any and all loss, cost, damages (including punitive damages), injury, liability, penalties, claims, demands, and causes of action to or by any third party or parties arising out of, based upon, resulting from, or in any manner connected with any conduct, act (or failure to act), or activity Contractor or by Contractor's agents, contractors, employees, or representatives.

8.4.1 *Contractor's duty to indemnify BPWCP shall not apply to liability for damages for bodily injury or for injury to real or personal property caused by or resulting from the sole negligence of BPWCP or its agent or employees.*

8.4.2 Contractor's duty to indemnify BPWCP shall not apply to BPWCP's share of the total liability for damages for bodily injury or for injury to real or personal property which are attributable to BPWCP's negligence where such liability for bodily injury or for injury to real or personal property was caused by or resulted from the concurrent negligence of (a) BPWCP or its agents or employees, and (b) Contractor or its agents or employees.

8.4.3 Contractor's indemnification obligation under contract shall not be limited in any way by any limitation on any benefits payable to or for any third party under the workers' compensation acts. Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, and under any other workers' compensation or employee benefit statute of any other jurisdiction which would otherwise be applicable. Contractor's waiver of immunity by the provisions of this Section extends only to claims against Contractor by Indemnified Parties, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

8.4.4 Contractor's duty to defend and hold BPWCP harmless shall include, but is not limited to, BPWCP's personnel-related costs, attorneys' fees, court costs, expert witness fees, and all other claim-related, or litigation-related, expenses.

8.4.5 Contractor agrees to assume on behalf of BPWCP and conduct with due diligence and in good faith the defense of any suit against BPWCP, whether or not Contractor is joined as a party to such action, seeking recovery for any loss, cost, damages (including punitive damages), injury, liability, or penalty which is or may be encompassed within the scope of the indemnity provided to BPWCP under this Agreement, even if such suit is groundless, false, or fraudulent; provided, however, that BPWCP may elect to defend or participate in the defense of any such suit.

8.4.6 It is agreed that Contractor's obligation to indemnify BPWCP as set forth in this section is an independent covenant on Contractor's part which Contractor agrees to perform even though BPWCP shall have failed to perform any obligation imposed upon it under this Agreement.

8.4.7 **BY EXECUTING THIS AGREEMENT, CONTRACTOR HEREBY CERTIFIES THAT THESE PROVISIONS PERTAINING TO CONTRACTOR'S DUTIES TO INDEMNIFY BPWCP AND CONTRACTOR'S WAIVER OF IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT HAVE BEEN MUTUALLY NEGOTIATED.**

9. Responsibility for Loss or Damage: It shall be Contractor's responsibility and obligation to deliver to BPWCP the entire facility which is the subject of this Agreement, fully completed and ready for acceptance, operation and use by BPWCP, and Contractor shall replace or repair in satisfactory manner, without cost to BPWCP, any physical loss of or damage to material and equipment to be used in the same, from any cause whatsoever, until BPWCP has accepted the Work in writing.

10. Social Security and Wage Tax Liability: With respect to all persons at any time employed by or on the payroll of Contractor, or performing any work for or on his behalf or in connection with or arising out of his business, Contractor shall indemnify BPWCP against, and hereby accepts full and exclusive liability for the payment of any and all contributions or taxes for unemployment insurance or old age retirement benefits, pensions or annuities or wage or income taxes, now or hereafter imposed by the Government of the United States, any State or political sub-division thereof, whether measured by the wages, salaries or other remuneration paid to such persons or the number of such persons or otherwise.

11. Changes in Work-Extras: No extra Work or change shall be made unless in pursuance of a formal written change order signed by BPWCP's representative starting specifically such extra Work or change and the agreed amount to be added to or deducted from the Agreement price by reason thereof. BPWCP shall not be liable for Work done, or material supplied, without such written Short Form Agreement amendment.

12. Non-Assignability: Contractor shall not, without BPWCP's consent in writing first had and obtained, assign this Agreement or the payments hereunder.

13. Cancellation: BPWCP reserves the right, on five (5) days written notice to Contractor, to cancel this Agreement if performance is not undertaken and completed (a) within the time specified in the Agreement, or (b) if BPWCP fails to prescribe time limit, then within a reasonable time after the date of this Agreement, or (c) if the Work is otherwise not being done according to the specifications, drawings, or the terms and conditions of this Agreement.

14. Guarantee of Materials and Workmanship: Any approval by BPWCP or any payment, final or intermediate, by BPWCP to the Contractor shall not relieve Contractor of any duty or obligation hereunder or of responsibility for material, equipment or workmanship provided by it which may not conform to this order or be otherwise unsatisfactory or inefficient for BPWCP's particular operations. Contractor shall fully remedy, without cost to BPWCP, any and all defects due to non-compliance with these requirements and which exist within one year from date of final acceptance of the Work. This obligation shall in no way modify any particular guarantee stated herein or required by the drawings or specifications.

15. Time and Material Agreements: On Work performed on a time and material basis Contractor agrees to keep records of Contractor's costs and to afford BPWCP proper facilities for inspection of the Work and access to all records pertaining to this Agreement. Contractor shall preserve records, without additional compensation, for a period of two years after completion of this Agreement.

16. Work Site Clean: Contractor shall at all times keep the Work area free from accumulation of water, material or rubbish, and upon completion shall thoroughly clean the Work area of debris caused by him. All such debris shall be removed from BPWCP's premises.

17. Governing Law: This Agreement shall be governed; construed, and interpreted in accordance with Washington State Law. The parties agree to submit to the jurisdiction of the Washington State Court, Whatcom County or United States District Court for the Western District of Washington, Seattle Division.

18. Confidential Information: Contractor agrees that all information furnished to Contractor directly or indirectly in writing or otherwise shall be maintained in confidence and used only in the performance of Work under this Agreement, except for information that Contractor can show was public knowledge prior to receipt by Contractor. Unless otherwise agreed by BPWCP, Contractor agrees that all information or data exposed or furnished to Contractor directly or indirectly in writing or otherwise at all times that Contractor is present on or about BPWCP's Refinery property, premises or adjacent grounds shall be maintained in strict confidence and used only in connection with Contractor's participation in the tasks outlined in this Agreement, except for information or data that Contractor can show was public knowledge prior to exposure to or receipt by Contractor.

19. Code of Conduct. BP has adopted a Code of Conduct titled "Our Commitment to Integrity." A copy of the Code of Conduct is available at www.bp.com and we ask that you carefully review it. Furthermore, in connection with Contractor's performance under this Agreement, Contractor undertakes and agrees to act consistently with the applicable principles of the BP Code of Conduct in all material respects, including our principles of non-retaliation against "whistle blowers". Contractor agrees that neither this provision nor any other provision of the Agreement creates any obligations to or third party beneficiary rights in any third parties.

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/02/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Willis of Illinois, Inc. 233 S Wacker Drive Suite 2000 Chicago, IL 60606
CONTACT NAME: Debra Moore
PHONE (A/C, No, Ext): 312 288-7106 FAX (A/C, No): 312-234-0636
E-MAIL ADDRESS: Debra.Moore@willis.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Liberty Surplus Insurance Corpo NAIC #: 10725
INSURER B: Sentry Insurance
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (GLHV1756711), Automobile Liability (901577503), and Workers Compensation (901577501).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: BPWCP Cherry Point Refinery
It is agreed that BP West Coast Products LLC, its subsidiaries and affiliated companies and joint ventures, if any, and their employees, officers and agents are included as Additional Insureds with respect to General Liability and Automobile Liability coverages, as required by written contract or agreement.

CERTIFICATE HOLDER: BP West Coast Products LLC, 4519 Grandview Road, Blaine, WA 98230
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Thomas W. Filippini

DESCRIPTIONS (Continued from Page 1)

Automobile policies. Waiver of Subrogation is included as respects General Liability, Automobile and Workers' Compensation in favor of BP West Coast Products LLC, its subsidiaries, co-owners and joint venturers, if any, and their agents, employees, officers, invitees, servants, sub-contractors, underwriters and insurance companies.