THROUGHPUT AND DEFICIENCY AGREEMENT

This Throughput and Deficiency Agreement (“Agreement”) is made and entered into this day of __________, 2010 and shall become effective on the first day of the “Term” (as that term is defined in Section 2.1 below) by and between __________ (“Shipper”), and Magellan Pipeline Company, L.P., a Delaware limited partnership (“Magellan”). Shipper and Magellan are sometimes hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WITNESSETH

WHEREAS, Magellan acquired from Longhorn Partners Pipeline, L.P. and now owns and plans to operate a crude petroleum pipeline between Crane, Texas and its East Houston, Texas terminal facility (“Magellan’s System” or the “Magellan System”), subject to the terms of this Agreement; and

WHEREAS, Shipper desires to ship “Product” (as defined below) through the Magellan System to the destination point at Magellan’s East Houston, Texas terminal facility; and

WHEREAS, Magellan wishes to transport such Product for Shipper pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. In addition to the definitions set forth in the foregoing preamble, the following terms shall have the definitions set forth below for the purposes of this Agreement:

   1.1 “Affiliate” means, in relation to a Party, any entity that (i) directly or indirectly controls such Party; (ii) is directly or indirectly controlled by such Party; or (iii) is directly or indirectly controlled by an entity that directly or indirectly controls such Party. The term “control”, including the terms “controlled by”, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.

   1.2 “Barrel” means forty-two (42) U.S. gallons (each being 231 cubic inches) temperature corrected to sixty (60) degrees Fahrenheit.

   1.3 “Ceiling Increase” has the meaning set out in Section 3.2.

   1.4 “Contract Quarter” means each calendar quarter period during the Term of this Agreement.
1.5 “Dollars” or “$” means the lawful currency of the United States of America.

1.6 “Excused Payment Condition” means (a) an event or events of Force Majeure by reason of which Shipper is unable to deliver Product to Magellan’s Origin Point at Crane, Texas or Magellan is unable to transport Shipper’s Product; or (b) Magellan’s inability, in whole or in part, to receive or to transport Shipper’s Product; provided, however, that Magellan’s refusal to receive Shipper’s Product shall not be an Excused Payment Condition where Magellan’s refusal is due to Shipper’s failure to meet the required specifications for Product under the terms and conditions of the Magellan Tariff, except to the extent that Magellan has caused or contributed to Shipper’s failure to meet such requirements.

1.7 “Force Majeure” has the meaning set out in Section 7.

1.8 “Incentive Rate” has the meaning set out in Section 3.2.

1.9 “Magellan Tariff” means Magellan’s Texas Railroad Commission Tariff No. _____, and any supplements thereto or reissues thereof.

1.10 “Origin Point or Point(s)” means each of the pipeline connection points located at Crane, Texas (or such other point(s) as Magellan may establish) on the Magellan System where Product may be accepted for shipment on the Magellan System.

1.11 “Product” means any grade or grades of crude petroleum that is the direct liquid product of oil or gas wells that Magellan offers to ship through the Magellan System under the terms and conditions of the Magellan Tariff from an Origin Point to Magellan’s East Houston, Texas terminal facility.

1.12 “Quarterly Deficiency” means, for any Contract Quarter, the amount of any shortfall, measured in Barrels, between the Quarterly Volume Commitment for such Contract Quarter and the volume of Product actually delivered by Shipper during such Contract Quarter to the Origin Point(s) for shipment on the Magellan System for ultimate delivery to Magellan’s East Houston, Texas terminal facility.

1.13 “Quarterly Deficiency Payment” means, in respect of any Contract Quarter, the Dollar amount equal to the product of (i) the Quarterly Deficiency (if any) multiplied by (ii) the Tariff Rate in effect for the shipment of Product during such Contract Quarter as published in the Magellan Tariff. Such Quarterly Deficiency Payment shall be subject to the provisions of Sections 4.2, 4.3 and 4.4 of this Agreement.

1.14 “Quarterly Volume Commitment” is defined in Section 4.1 hereof.

1.15 “Tariff Rate” means the non-volume incentive rate in Dollars applicable from time to time to the shipment of Product through the Magellan System under the terms of the Magellan Tariff.
1.16 "Year" means a calendar year, or that portion thereof, beginning January 1st and ending on the immediately-following December 31st.

2. CONTRACT TERM, EXTENSIONS, TERMINATION, AND DEFAULT

2.1 Term. The term of this Agreement ("Term") shall commence, following Magellan’s notice to Shipper of Magellan’s completion of all work necessary for the operation of the Magellan System as a crude petroleum pipeline and an in-service date for such pipeline (the “In-service Date Notice”), on the first day of the first full calendar month following the In-service Date Notice by at least thirty (30) days and will run for consecutive calendar quarters (each, a Contract Quarter) until the last day of the [8th, 20th, or 40th] Contract Quarter (the “Initial Term”), at which time it will automatically extend for an additional term equal in length to the Initial Term and, at the end of such first additional term, automatically extend for a second additional term of equal length unless (a) either Party elects to terminate this Agreement at the end of the then-current Term by giving the other Party notice, at least four (4) Contract Quarters in advance of such termination date or (b) unless this Agreement is terminated earlier in accordance with the express provisions hereof.

2.2 Default. A Party shall be in default under this Agreement if it: (a) breaches this Agreement; (b) becomes insolvent; or (c) files or has filed against it a petition in bankruptcy, for reorganization, or for appointment of a receiver or trustee, which is not dismissed or withdrawn within sixty (60) days of filing. Unless such default under this Section parts (a) or (b) above has been cured to the reasonable satisfaction of the non-defaulting Party within forty five (45) days of the defaulting Party’s receipt of written notice from the non-defaulting Party of such asserted default, this Agreement shall terminate at the option of the non-defaulting Party on the close of business on such 45th day, such option to be exercised by the delivery of further written notice by the non-defaulting Party to the defaulting Party not later than three (3) business days prior to such 45th day.

Notwithstanding the foregoing paragraph, however, (i) Magellan shall remain obligated to comply with the Magellan Tariff with respect to the transportation and delivery of any Product which has been delivered by Shipper to Magellan at an Origin Point on or prior to such 45th day, and (ii) Shipper shall remain obligated to pay any transportation charges due under this Agreement and to make any Quarterly Deficiency Payment as may be applicable to the period prior to termination (which shall be prorated to the termination date for the Contract Quarter in which such termination occurs), (iii) if the event precipitating the default is on the part of Magellan, Magellan shall be obligated to return to Shipper any accrued and unapplied amount of Prepaid Transportation, and (iv) the provisions of Sections 9 and 10 shall survive such termination. Nothing in the foregoing provision shall limit or constitute a waiver by either Party of any rights and remedies available to it under applicable law, all of which are hereby expressly reserved.
3. **TARIFF AND RATES**

3.1 **Tariff.** Shipments under this Agreement shall be subject to, and the Parties shall be required to comply with, the provisions of the Magellan Tariff.

3.2 **Incentive Tariff Escalation.**

(a) The open season incentive tariff rate afforded to Shipper (the “**Incentive Rate**”) may be increased by Magellan in the event Magellan increases the Tariff Rate pursuant to the terms of the Magellan Tariff; provided, however, an increase in the Incentive Rate in a given contract year may not be increased by more than five percent (5%) (the “**Ceiling Increase**”) except as set forth below in Section 3.2(b).

(b) In the event Magellan elects not to increase the Incentive Rate by the Ceiling Increase in a given contract year, Magellan reserves the right to increase the Incentive Rate in subsequent contract years by the allowable cumulative percentage increase foregone by Magellan in prior contract years.

(c) At no time will the Incentive Rate be increased above the Tariff Rate or decreased below the initial open season incentive tariff rate afforded to Shipper.

4. **VOLUME COMMITMENT**

4.1 **Commitment.** During each Contract Quarter, Shipper agrees to deliver, in the aggregate, at the Origin Point(s), for shipment for its own account or that of any of its Affiliates, not less than the product of (i) [5,000, 10,000, 20,000, or more] Barrels of Product multiplied by (ii) the number of calendar days in such Contract Quarter for delivery by Magellan through the Magellan System to Magellan’s East Houston, Texas terminal facility (as such volume may be adjusted pursuant to the Magellan Tariff or Section 4.3 hereof, the “**Quarterly Volume Commitment**”). Once the Quarterly Volume Commitment has been met in each Contract Quarter, Shipper shall have the right, but no further obligation under this Agreement, to ship additional volumes of Product through the Magellan System in such Contract Quarter.

4.2 **Quarterly Deficiency.** If, at the end of any Contract Quarter, there is a Quarterly Deficiency, within thirty (30) days after the receipt of an invoice from Magellan for the amount of the Quarterly Deficiency Payment, Shipper shall pay such invoiced amount absent any manifest errors. All amounts owed to Magellan which are not timely paid to Magellan shall bear interest from the date due at the composite Prime Rate as set forth in the Wall Street Journal “Money Rates” Column (or its successor) (“**Prime Rate**”) as of that payment date for the applicable period of time. If Shipper disputes any portion of an invoice, Shipper shall promptly notify Magellan and give reasons, with reasonable detail, for the disputed matters. Magellan and Shipper shall then endeavor to resolve the disputed amount in accordance with the provisions of Section 10.9 of this Agreement. Any payment due resulting from such Dispute Resolution shall be due within three (3) business days following the receipt by Shipper of an amended invoice relating to such resolution.
4.3 **Excused Payment Condition.** The Quarterly Volume Commitment for any Contract Quarter shall be reduced by any volume of Product which Shipper had duly nominated (in accordance with the provisions of Section 5.1 hereof) from the Origin Point(s) (up to 125% of the Quarterly Volume Commitment calculated on daily basis) but was prevented from shipping by an Excused Payment Condition.

4.4 **Prepaid Transportation Revenue.** Quarterly Deficiency Payments paid by Shipper under Section 4.2 shall be credited to Shipper and classified as prepaid transportation (“**Prepaid Transportation**”). Such credits to Shipper shall be applied, on a dollar-for-dollar basis, against the Shipper’s payment obligations for its shipments of Product volumes during that portion of the remainder of the Term of this Agreement as hereinafter set forth, but such credits will not count towards the Quarterly Volume Commitment for the Contract Quarter in which they are used.

It is expressly provided that Prepaid Transportation credited to Shipper during one Year may only be applied against Shipper’s payment obligations for shipment of Product on the Magellan System during that Year and the immediately-succeeding Year during the Term. Any balance of Prepaid Transportation not applied in accordance with the foregoing or not so applied prior to the expiration of the Term of this Agreement, will become the sole property of Magellan immediately upon the expiration of such recoupment period.

At no point, shall the Prepaid Transportation amount exceed the product of i) the Quarterly Volume Commitment multiplied by ii) the Tariff Rate in effect for the shipment of Product as published in the Magellan Tariff multiplied by iii) two (2). Any amount of Prepaid Transportation above this amount will immediately become the sole property of Magellan and Shipper shall have no rights or interest in or claims to such property.

4.6 **Payments.** All payments due by a Party to the other under this Agreement shall be made on the day due (or if any such day is not a day on which banks are open for business in New York, NY, then on the next succeeding banking day) by electronic wire transfer of immediately available Dollars to such bank and account as the Party seeking payment shall have designated from time to time in writing to the other Party.

5. **SCHEDULING**

5.1 Shipper shall provide Operator with written notice, given by the fifteenth (15th) day of the month prior to the Contract Quarter with respect to which it intends to ship Product out of the Origin Point(s), advising as to the nominations and quantity of the Product it expects to ship from the Origin Point(s), all as more particularly described in the Magellan Tariff. Not later than five (5) days after its receipt of such nominations, Magellan shall advise Shipper of its acceptance or modification thereof, including a preliminary schedule for pumping and delivery at the destination point, provided, however that Magellan shall not modify any nomination of Shipper other than as required by applicable law or regulation, or due to the physical limitations of the Magellan System.
6. ASSIGNMENT AND SUCCESSION

6.1 Neither Party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. It is further provided that any assignment by either Party without the prior written consent of the other Party (including any assignment to an Affiliate) shall not relieve the assignor of its liability under the terms of the Agreement for any breaches thereof by its assignee. Any assignment which is made contrary to the provisions of this Agreement shall be void ab initio. Subject to the foregoing provisions, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and legal representatives of the Parties.

7. FORCE MAJEURE

7.1 Defined. The term “Force Majeure” means any cause, event or circumstance of whatever nature which is not within the reasonable control of the Party claiming to be adversely affected thereby including, but not limited to, acts of God or public enemy, the elements, fire, accident, explosions, freezing, breakdowns, strikes, other industrial, civil or public disturbance, inability to obtain permits or labor, or any laws, rules, regulations, acts, prohibition or restraints of any government or governmental body or authority, civil or military. The term “Force Majeure” shall not include or excuse any of the following: (a) Reductions in volumes of Product transported for Shipper due to pipeline allocations; (b) Shipper’s decision to cease, or materially reduce or change its operations in the market area served by the Magellan System; (c) financial condition or the obligation to pay money that has become due under the Agreement; (d) Shipper’s inability to connect to or access Magellan’s Origin Point at Crane, Texas where Shipper’s failure to make such connection is the result of Shipper’s acts or omissions; or (e) notwithstanding anything to the contrary contained herein, changes in rules, regulations or laws by any federal, state or local governmental agency or regulatory body of the United States.

7.2 Notice and Termination. If any such condition of Force Majeure should occur, the Party adversely affected thereby shall promptly (in no event later than ten (10) days of such occurrence) give notice thereof to the other Party. Such notice shall (a) state the date that the Force Majeure began, (b) describe the Force Majeure, and (c) provide an estimate of the date the condition of Force Majeure shall cease. The Party experiencing the condition of Force Majeure shall not be in default and shall not be liable for any failure to perform while a condition of Force Majeure exists. At the conclusion of the condition of Force Majeure, the Party adversely affected by such condition shall promptly notify the other Party that the condition of Force Majeure has concluded and provide the date of such conclusion. Any Commitments within the Agreement will be suspended during the period of Force Majeure and at the conclusion of the Force Majeure period all Commitments within the Agreement will be reestablished and the Term and Commitments of this Agreement will be extended the same number of day as the Force Majeure was in effect. If an event of Force Majeure actually prevents a Party from the performance of its obligations hereunder for a period of at least ninety (90) consecutive days, then the other Party may elect to terminate this Agreement with no further future obligation to the other
Party; provided, however, that (i) Magellan shall be required, to the extent not prevented by Force Majeure or the terms of the Magellan Tariff, to complete the transportation and delivery of any Product which has been delivered by Shipper to Magellan at an Origin Point on or prior to such termination, (ii) Shipper shall remain obligated to pay any transportation charges due under this Agreement and to make any Quarterly Deficiency Payment as may have accrued prior to the occurrence of the condition of Force Majeure (which shall be prorated to the date of such occurrence for the Contract Quarter in which such Force Majeure occurred), (iii) in the event the precipitating event of Force Majeure precludes Magellan’s ability to transport Shipper’s Product in the twelve-month (12-month) period immediately following such termination, Magellan shall be obligated to return to Shipper any accrued and unapplied amount of Prepaid Transportation.

8. **NOTICES.** Notices under this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the Party, or if sent by facsimile or electronic mail with a hard copy mailed on the same day, or if sent by confirmed overnight courier, in each case addressed to the Party as set forth below or to such other address as one Party may have directed in writing to the other Party prior to the delivery of any such notice.

   If to Magellan:

   Magellan Pipeline Company, L.P.
   One Williams Center
   P.O. Box 22186
   Tulsa, Oklahoma 74121
   Attention: Mark Daggett
   Phone: (918) 574-7022
   Fax: (918) 574-7264
   E-mail: mark.daggett@magellanlp.com

   If to Shipper:

   Attention: 
   Phone: 
   Fax: 
   E-mail: 

9. **INDEMNIFICATION**

   9.1 MAGELLAN SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SHIPPER, ITS PARENT AND AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FROM AND AGAINST ANY CLAIMS, ACTIONS, JUDGMENTS, LIABILITIES, LOSSES, COSTS, DAMAGES, FINES, PENALTIES AND EXPENSES (COLLECTIVELY “LIABILITIES”) TO THE EXTENT ARISING IN CONNECTION WITH THIS AGREEMENT FROM: (A) THE NEGLIGENCE OR WILLFUL MISCONDUCT
OF MAGELLAN, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER REPRESENTATIVES OR (B) THE FAILURE OF MAGELLAN TO COMPLY WITH THE MATERIAL TERMS AND CONDITIONS OF THIS AGREEMENT.

9.2 SHIPPER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS MAGELLAN, ITS PARENT AND AFFILIATES, AND ITS AND THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES, INCLUDING OPERATOR AND ITS PARENT AND AFFILIATES, AND ITS AND THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES AGENTS AND OTHER REPRESENTATIVES FROM AND AGAINST ANY LIABILITIES TO THE EXTENT ARISING IN CONNECTION WITH THIS AGREEMENT FROM: (A) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SHIPPER, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER REPRESENTATIVES OR (B) THE FAILURE OF SHIPPER TO COMPLY WITH THE MATERIAL TERMS AND CONDITIONS OF THIS AGREEMENT.


10. GENERAL PROVISIONS

10.1 Changes and Waiver. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by the Party against which enforcement of such change, waiver, discharge or termination is sought.

10.2 Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

10.3 Confidentiality. The Parties understand and agree that the terms and conditions of this Agreement, all documents referenced herein and communications between the Parties regarding this Agreement (collectively “Confidential Information”) are confidential as between Shipper and Magellan, and shall not, without the other Party’s prior written consent, be disclosed to any person that is not an employee or Affiliate of a signatory, or to any entity that is not a signatory or Affiliate of a signatory hereto. If either Shipper or Magellan is requested or required by any government or court to disclose any Confidential Information pursuant to this Agreement, the Parties agree that such Party shall provide the other Party prompt notice of such request(s) so that an appropriate protective order may be sought.
and/or waiver of compliance with the provisions of the Agreement granted. It is understood that the Party requesting a protective order shall bear all costs related thereto. This Section 10.3 shall survive the termination of this Agreement for a period of two (2) years.

10.4 **No Third Party Beneficiary.** Nothing in this Agreement shall be considered or construed as conferring any right or benefits on persons not a Party to this Agreement.

10.5 **Severability.** Both Parties expressly agree that it is not the intention of either Party to violate public policy or state or federal statutory or common laws and that if any sentence, paragraph, clause or combination thereof in this Agreement is in violation of the same, such paragraph, clause, or sentence, or combination of the same shall be inoperative and the remainder of this Agreement shall remain binding upon the Parties hereto, provided that the reasonable expectation of each Party at the time it entered into this Agreement is not materially impaired.

10.6 **Limitation of Liability.** In no event shall either Party be liable to the other for any special, punitive, exemplary, consequential, incidental or indirect losses or damages in respect of this Agreement howsoever caused (including, but not limited to, loss of revenue, loss of profits or loss of present or future opportunities), whether or not foreseeable, caused by such Party’s breach of this Agreement.

10.7 **Entirety.** This Agreement between the Parties comprises the entire agreement between the Parties with respect to the subject matter hereof, and there are no agreements, understandings, requirements, warranties or representations, oral or written, expressed or implied, that are not merged herein or superseded hereby.

10.8 **Records Retention and Audit.** While this Agreement is in force and for a period of at least eighteen (18) months thereafter, each Party shall maintain and make available at the other Party’s reasonable request records sufficient to permit representatives of the requesting Party to audit compliance with the terms of this Agreement. The Parties shall maintain copies of all books and records relating to their performance under the Agreement for a period of three (3) years after the calendar year in which transportation of Products occurs. The number of audits shall be limited to one (1) audit per calendar year. The cost of any such audit will be borne by the Party requesting such audit; provided, however, if the results of the audit reveal a material error by the audited Party, then the audited Party shall pay the costs of the audit, not to exceed $20,000.00 per calendar year. A material error shall be defined as an error where the economic value is greater than $25,000.00 per calendar year. The provisions of this Article will survive termination or expiration of this Agreement.

10.9 **Dispute Resolution.** In the event of a dispute, controversy, or claim arising out of or relating to this Agreement (“Dispute”), the parties shall first undertake to settle their Dispute by good faith negotiations. Any party may commence this process by serving another party with a Notice of Dispute that concisely describes the nature of the Dispute and the relief or remedy requested. The party or parties receiving such Notice of Dispute shall, within fifteen (15) business days of its receipt thereof, provide the giver of the notice a concise written response setting forth the
responder’s position with respect to the asserted Dispute. If for any reason whatsoever the Dispute has not been settled within forty-five (45) days of service of the Notice of Dispute, then the parties agree to submit the Dispute to final and binding arbitration in Tulsa, Oklahoma or such other location as agreed to by the parties and the arbitrator in accordance with the then-current Rules for Non-Administered Arbitration of the CPR International Institute for Conflict Prevention and Resolution and this provision.

The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. sections 1-16, to the exclusion of any provisions of state law inconsistent therewith or which would produce a different result. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. There shall be one neutral arbitrator, either agreed to in writing by the parties or selected by CPR from its Panel of Distinguished Neutrals. The arbitrator shall determine the Dispute of the parties and render a final award in accordance with the substantive law of the State of Texas, excluding the conflicts provisions of such law, and subject to the limitation of liability provisions of Section 10.6 of this Agreement. The arbitrator shall set forth the reasons for the award in writing. The terms hereof shall not limit any obligation of a party to defend, indemnify or hold harmless another party against court proceedings or other claims, losses, damages, or expenses. In the event such ancillary dispute between the applicable parties arises out of the Dispute, it may be resolved in the arbitration proceedings.

The decision of the arbitrator shall be final and binding upon the Parties without appeal to the courts. Judgment may be rendered upon such decision in any court of competent jurisdiction. The arbitrator is not empowered to render any award other than monetary damages or to award damages inconsistent with the provisions of this Agreement or in excess of compensatory damages, and each party waives its right, if any, to recover any damages in excess of those provided for under this Agreement. The parties shall share equally the costs of the arbitrator and any hearing expenses. In determining any matter submitted to arbitration, the arbitrators will apply the law controlling the Agreement, as specified in Section 10.2 above.

BY AGREEING TO BINDING ARBITRATION, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ARBITRATION CLAIM. FURTHERMORE, WITHOUT INTENDING IN ANY WAY TO LIMIT THIS AGREEMENT TO ARBITRATE, TO THE EXTENT ANY ARBITRATION CLAIM IS NOT ARBITRATED, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF SUCH ARBITRATION CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

THIS DISPUTE RESOLUTION PROVISION DOES NOT LIMIT THE RIGHT OF EITHER PARTY TO: (1) EXERCISE SELF-HELP REMEDIES, SUCH AS SETOFF; (2) INITIATE JUDICIAL OR NONJUDICIAL FORECLOSURE AGAINST ANY REAL OR PERSONAL PROPERTY COLLATERAL; (3)
EXERCISE ANY JUDICIAL OR POWER OF SALE RIGHTS, OR (4) ACT IN A COURT OF LAW TO OBTAIN AN INTERIM REMEDY, SUCH AS BUT NOT LIMITED TO, INJUNCTIVE RELIEF, WRIT OF POSSESSION OR APPOINTMENT OF A RECEIVER, OR ADDITIONAL OR SUPPLEMENTARY REMEDIES.

This Section 10.9 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

By executing this Agreement, Shipper agrees that it is making an offer to ship Product through the Magellan System to the destination point at Magellan’s East Houston, Texas terminal facility pursuant to the terms of this Agreement and that such offer will remain open until 5:00 p.m. CST on October 29, 2010. Shipper’s offer to ship Product through the Magellan System to the destination point at Magellan’s East Houston, Texas terminal facility pursuant to the terms of this Agreement shall not be accepted by Magellan, and Magellan shall not be bound by the terms of this Agreement, until this Agreement is executed by Magellan.

Magellan Pipeline Company, L.P. [Shipper]
By Magellan Pipeline GP, LLC, its General Partner

By: ______________________________ By: _____________________________
Name: ______________________________ Name: _____________________________
Title: ______________________________ Title: _____________________________