

Crimson California Pipeline L.P.

Additional Accounting Services Policy

Routine Accounting Services

Per Crimson California Pipeline L.P. Rules and Regulations Tariff Cal. P.U.C. No.27 (and any subsequent versions of such tariff) Crimson California Pipeline L.P. (“Crimson”) will provide Shippers with routine monthly invoices and accounting information (“Routine Accounting Services”) for the prior month’s activities, specifically:

- Net volumes moved for each Tariff route
- Pipeline loss allowance deducted
- Tariff rate applied for each route
- Total dollar amount due
- Shipper inventory by origin location and total
- Receipt from and delivery to credit
- Truck Rack receipt volume
- Truck Rack common stream gravity

When requested by a Shipper, Crimson will provide examples of reports and data available as Routine Accounting Services.

1. Additional Accounting Services

In addition to the Routine Accounting Service, Crimson offers to provide Additional Accounting Services when requested by a Shipper in accordance with this policy.

The following services are offered to shippers as Additional Accounting Services:

- a. **Weekly Ticket Reports.** When requested, Crimson will provide Shipper with detailed tickets for each receipt location on a weekly and close of business basis.
- b. **Truck Unloading Lease Data.** When requested by Shipper, Crimson will provide weekly and close of business reports for truck unloading which will indicate the specific lease origin, observed and corrected crude gravity, observed temperature, crude type, ticket number, S&W content, volumes, meter readings, CPL, CTL, CCF, meter factor, average line temperature, average line pressure, opening date, closing date.
- c. **Split Ticket Reporting.** For receipt locations where Shippers have agreed to split receipt volumes among two or more Shippers by a proscribed method or percentage. Crimson will provide monthly net ticket information with weighted average gravity.

2. Request for Additional Accounting Services

Shipper shall request Additional Accounting Services at the same time that nominations are made for movements in accordance with Crimson's Scheduling requirements as detailed in the Rules and Regulations Tariff, Cal. P.U.C. No. 27. By requesting Additional Accounting Services Shipper will be deemed to have entered into a Pipeage Agreement as authorized by Crimson California Pipeline L.P. ("Crimson") Tariff Cal. P.U.C. No. 27 Section 105. Requests may be made in writing or by verbal request, but any request shall be binding on Shipper once made.

3. Additional Accounting Services Fees and Payment

Shipper agrees to pay an Additional Accounting Fee equal to \$0.05 per barrel per month on total amount of volume associated with such service for a particular month but no less than \$150 per month per lease location. The Additional Accounting Fee shall be invoiced along with the other tariff fees for Shipper movements.

4. Term

Once requested, any Additional Accounting Services provided by Crimson shall continue for an Initial Term of 12 months from the date of request and thereafter month to month until cancelled. Shipper may terminate the Pipeage Agreement for Additional Accounting Services upon 90 days written notice to Crimson. Shipper's termination shall be effective as of the last day of the first month ending after the 90-day notice period. Crimson may terminate the Pipeage Agreement for Additional Accounting Services upon 30 days written notice to Shipper. Crimson's termination shall be effective as of the last day of the first month ending after the 30-day notice period.

5. Assignment:

The Pipeage Agreement for Additional Accounting Services shall extend to and be binding upon the successors and assigns of the Parties.

6. Limitation of Liability:

In no event shall either party be liable for loss of profits, indirect, special, exemplary, punitive or consequential damages arising from a breach of this Agreement. **BOTH CRIMSON AND SHIPPER ACKNOWLEDGE AND AGREE THAT THEY ARE RELEASING UNKNOWN CLAIMS AND WAIVE RIGHTS THAT THEY MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542 (OR UNDER ANY OTHER STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT):**

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

7. Force Majeure:

Except for payment due hereunder, either Party to the Pipeage Agreement for Additional Accounting Services shall be relieved from liability for failure to perform hereunder for the duration and to the extent such failure is occasioned by war, riots, insurrections, fire, explosions, sabotage, strikes, and other labor or industrial disturbances, acts of God or the elements, governmental laws, regulations, or requests, acts in furtherance of the International Energy Program, disruption or breakdown of production or transportation facilities, delays of pipeline carrier in receiving and delivering crude oil tendered, or by any other cause, whether similar or not, reasonably beyond the control of such party. Any such failures to perform shall be remedied with all reasonable dispatch, but neither party shall be required to supply substitute quantities from other sources of supply. Failure to perform due to events of Force Majeure shall not extend the terms of this Agreement.

8. General Provisions:

- a. All other terms and conditions as described in the Rules and Regulations Tariff, Cal. P.U.C. No. 27, shall apply.
- b. Crimson reserves the right to amend the Pipeage Agreement for Additional Accounting Services by filing an amendment to this is Additional Accounting Services Policy. An amendment shall be effective on the first day of first month beginning 30 days after the filing of the amendment.