GUAM POWER AUTHORITY

ATURIDÅT ILEKTRESEDÅT GUAHAN

P.O. BOX 2977 · AGANA, GUAM U.S.A. 96932-2977

July 02, 2018

AMENDMENT NO.: X

TO

INVITATION FOR MULTI-STEP BID NO.: GPA-008-18

FOR

SUPPLY OF DIESEL FUEL OIL NO. 2

Prospective Bidders are hereby notified of the following changes and response to inquiries received from :

1. **VOLUME II – CONTRACT**

SECTION 2. FUEL OIL TO BE SUPPLIED

Fifth paragraph:

From Amendment VI

DELETE:
"Fuel Oil must be delivered to the various GPA plant sites covered in this Contract. The CONTRACTOR shall be available to deliver the Fuel Oil to the point of delivery as designated by GPA within twelve (12) hours of receiving a request. CONTRACTOR must be available to receive and accept delivery requests daily, including weekends and holidays."

REPLACE WITH:
"Fuel Oil from the GPA-leased bulk storage tank at the Tristar Terminals Guam, Inc. storage facility shall be delivered solely to the various GPA plant sites covered in this Contract. The CONTRACTOR shall be available to deliver the Fuel Oil to the point of delivery as designated by GPA within twelve (12) hours of receiving a request. CONTRACTOR must be available to receive and accept delivery requests daily, including weekends and holidays."

SECTION 11. QUANTITY AND QUALITY ASSURANCE

From Amendment VI

a. Delivery by Tanker Truck.

DELETE in its entirety and replace with:

"CONTRACTOR, at its sole expense, shall utilize its terminal truck loading rack and metering system to determine the quantity of Diesel Fuel Oil No.2 delivered by tanker truck to GPA. Quantity of product delivered by CONTRACTOR at CONTRACTOR's nominated tanker truck(s) to the GPA plants shall be determined at the time of each delivery by CONTRACTOR, converted in each instance to volume at 60 degrees Fahrenheit by the automated rack control system and shall be the basis for the Bill of Lading (BOL).

CONTRACTOR'S tanker truck shall be equipped with a pump and calibrated meters. The tanker truck meter shall be utilized to determine the quantity of fuel received by GPA.

CONTRACTOR shall have such meters calibrated no less than annually and shall furnish GPA a copy of the certificate of newly calibrated meter(s) within 10 days after the calibration date.

In the event of a dispute over the accuracy of the CONTRACTOR's meters, an independent third party mutually agreeable to both parties will be brought in to perform a recalibration. In the event of a miscalibration, the costs shall be borne by the CONTRACTOR. Any loss incurred by GPA as a result of miscalibration of meters shall be refunded to the AUTHORITY.

CONTRACTOR is required to install security seals on valves and compartments of the delivery tanker trucks after Fuel Oil loading is completed. Seals shall remain intact upon inspection by the GPA receiving facility. Seal numbers shall be recorded in the delivery receipt and initialed by an authorized terminal representative. GPA reserves the right to reject deliveries with tampered or missing seals."

SECTION 13. SECURITY OF SUPPLY

From Amendment VI

DELETE in its entirety and replace with:

"**CONTRACTOR** reserves the right to supply fuel oil meeting **GPA** specifications from any source. In the event that supplies are taken from such other places, then the price to Guam will remain the same as established in **Section 4** above.

a. For security of supply, **CONTRACTOR** is also required to enter into a sub-storage agreement with **GPA** as provided in **Schedule D.** Contractor shall utilize the bulk storage tank at the Tristar Terminals with a storage capacity of 196,000 barrels solely for Diesel Fuel Oil No.2 storage for **GPA** and for no other purpose without **GPA**'s prior consent. The monthly storage fee shall be waived by **GPA**. Other responsibilities for the sub-storage shall be on the **CONTRACTOR**.
GPA currently owns certain inventory stock of Fuel Oil that may be used by **GPA** at anytime at its sole discretion. **CONTRACTOR** may be allowed to initially utilize the **GPA** stock to deliver to the **GPA** plants until **CONTRACTOR** receives its fuel shipment. Title to the **GPA** stock shall remain with **GPA** and the quantity shall be determined by an independent third-party Inspector and witnessed by the Contractor. Custody shall be transferred to **CONTRACTOR** upon commencement of the contract until it is delivered to the **GPA** plants and shall pass from the **CONTRACTOR** to **GPA** when:

1. The Fuel Oil has passed the GPA pipeline flange at the GPA plant storage tanks connecting the **CONTRACTOR**'s hose if delivered by tanker truck.

2. The Fuel Oil has passed the **GPA** meter flange or pipeline flange at the **GPA** plant storage tanks connecting the **CONTRACTOR**'s pipeline flange if delivered by pipeline.

All risk of loss, cost and liabilities prior to the time of passage of custody of the fuel oil shall be on the **CONTRACTOR**.

CONTRACTOR is required to maintain a minimum of one-hundred thousand barrels (100,000 bbls) of Fuel Oil inventory at the tank covered under the sub-storage agreement. **CONTRACTOR** shall replenish and manage the inventory in a manner that will ensure security of supply to **GPA**. Product meeting the quality requirements specified in **Schedule A** will be allowed to comingle with the **GPA** product. The contract price for the delivery of **GPA** stock to the **GPA** plants shall be at the contract **Delivery Fixed Service Fee** established in **Section 4** above.

At the expiration of the contract, **GPA** and **CONTRACTOR** shall reconcile the inventory remaining in the tank covered by the sub-storage agreement:

i. In the event that the volume is in excess of the **GPA** stock, the difference shall be reimbursed by **GPA** to the **CONTRACTOR**;

ii. In the event the remaining inventory is less than the **GPA** stock, the difference shall be reimbursed by **CONTRACTOR** to **GPA** or by way of reduction from **GPA's** debts to the **CONTRACTOR** or from the Good Performance Bond of the Contract, or partially from both;

iii. Time of Settlement: Shall be at the termination of the contract or as otherwise agreed by both parties; Settlement Price: Reference Price (Average of Mean of Platts Singapore or MOPS under the heading Gasoil 10ppm for the month prior to the date fuel is delivered into tank) plus the contract **Supply Fixed Service Fee** established in **Section 4** above.

b. For security of supply in the event of unexpected, unplanned or forced baseload outages, severe typhoon or other calamities. **CONTRACTOR** shall prioritize delivery to the **GPA** plants and guarantee uninterrupted supply and delivery of Fuel Oil during the recovery period. **CONTRACTOR** must also be able to provide sufficient fleet to deliver the quantities listed in **Schedule C** as may be required by **GPA**.

CONTRACTOR must submit weekly and monthly fuel inventory and delivery report to **GPA**.

GPA reserves the right to audit the **CONTRACTOR** for safety fuel inventory stock compliance. Such audit shall be in accordance with generally accepted accounting practices."

SECTION 20. ALTERNATE SUPPLY

DELETE in its entirety and replace with:

"SECTION 20. (Intentionally left blank)"

SECTION 27. FAILURE TO SUPPLY

From Amendment VI

DELETE in its entirety and replace with:

"If the **CONTRACTOR** refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure the timely delivery of fuel oil supply or commits any other substantial breach or non-performance of this Contract, **CONTRACTOR** must provide **GPA** at least five (5) days prior notice

of its inability to supply and/or deliver fuel to **GPA**. **GPA** reserves the right to procure fuel oil supply from another source immediately upon issuance of such notification or whenever it deems appropriate for a period to be determined solely by **GPA**. If the cost of fuel supply and/or delivery during such period shall exceed the Contract price as provided in Section 4, the CONTRACTOR shall reimburse GPA for the difference and other damages, which may be taken from the Performance Bond or applied as a deduction to payments due from current and future invoices.

If not cured within THIRTY (30) days of the date of notification, **GPA** may terminate the Contract in whole or such part of the Contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, **GPA** reserves the right to procure fuel oil supply from another source."

SCHEDULE A: PRODUCT QUALITY SPECIFICATION

Sulfur Mercaptan: change limit from "*NIL*" to "*3mg/kg Max*"

SCHEDULE D: SUBLEASE AGREEMENT

Delete in its entirety and replace with:

"SCHEDULE D: SUBSTORAGE AGREEMENT" (see attached document)

SCHEDULE E: MASTER LEASE AGREEMENT

DELETE in its entirety and replace with:

"SCHEDULE E: THROUGHPUT, OPERATING and PIPELINE USE AGREEMENT for Wet Stock"

(See attached document)

VOLUME III – APPENDICES

APPENDIX B: PERFORMANCE BOND

DELETE in its entirety and replace with *attached document.*

Mobil Oil Guam Inc. inquiry dated 05/15/2018

QUESTION:

1. On Product Quality Specification – Guaranteed Heating Value (HHV), will GPA consider to change the unit of measure from MMBTU/bbl to MG/KG and add ASTM D4868 as an Alternate Test Method?

ANSWER:

Requirement remains as is.

QUESTION:

2. On Sulfur, Mercaptan, will GPA consider to change the specs limit from NIL to 3mg/kg Max?

ANSWER:

Yes. Kindly refer to Amendment X to Schedule A for the revised Sulfur Mercaptan limit from NIL to 3mg/kg Max.

QUESTION:

3. In Amendment No. VI, Section 2, the "receiving facility" has two different definitions. The first receiving facilities are the GPA leased bulk storage tank at Tristar. The second set of receiving facility are the GPA plants that use and burn the fuel. If the contractor is to be subleasing the Tristar tank and trucking from there to the GPA plants, shouldn't the receiving facility be defined as the plant sites and not the Tristar tank? This would also be consistent with Section 6 on Title, Custody and Risk of Loss which states that title, custody and risk of loss pass when the fuel has passed the GPA pipeline flange at GPA's Plant storage tanks, if the fuel is delivered by tanker trucks.

ANSWER:

Kindly refer to Amendment X to Volume II Section 2.

QUESTION:

4. In Amendment No. VI, Section 11, the contract states that at contractor's sole expense, Contractor shall utilize its own truck loading rack and metering system to determine the quantity of diesel fuel when delivered by tanker trucks to GPA. However, according to the master lease, Tristar apparently has a load rack that is available to the Contractor. Shouldn't Section 11 be amended to provide that the truck loading rack and metering system at the Tristar facilities may also be used? If so, provision should be made for who is required to calibrate the meter at the Tristar loading rack, and, how often. Section 11 only deals with calibration of the Contractor's load rack.

ANSWER:

Kindly refer to Amendment X to Volume II Section 11a.

QUESTION:

5. Amendment No. VI, Section 11 also states that the Contractor's tanker truck shall be equipped with a pump and calibrated meters. It also states that the tanker truck meter should be utilized to determine the quantity of fuel received by GPA. However, other provisions of the agreement state that volumes shall be measured at the Contractor's load rack, that the compartments will be sealed after loading. Can GPA amend Section II Quantity and Quality Assurance to reflect the following options:

   a. Delivery By Tanker Truck.

      Contractor, at its sole expense, shall utilize its own terminal loading rack and metering system to determine the quantity of Diesel Fuel Oil No.2 delivered by tanker truck to GPA. Contractor is required to install security seals on valves and compartments of the delivery tanker trucks after Fuel Oil loading is completed. Seals shall remain intact upon inspection by the GPA receiving facility. Seal numbers shall be recorded in the delivery receipt and initialed by an authorized terminal representative. GPA reserves the right to reject deliveries with tampered or missing seals. Contractor shall have such meters calibrated no less than annually and shall furnish GPA a copy of the certificate of newly calibrated meter(s) within 10 days after the calibration date.

      OR

      Contractor, at its sole expense, shall utilize its own truck loading rack and metering system to determine the quantity of Diesel Fuel Oil No.2 delivered by tanker truck to GPA. Contractor tanker truck shall be equipped with calibrated meters. The tanker truck meter shall be utilized to determine the quantity of fuel received by GPA. Contractor shall have such meters calibrated no less than annually and shall furnish GPA a copy of the certificate of newly calibrated meter(s) within 10 days after the calibration date.

ANSWER:

Kindly refer to Amendment X to Volume II Section 11a.

QUESTION:

6. Per Amendment No. VIII issued by GPA on June 8, 2018, referencing Amendment VI, Page 2, Section 2 – Fuel Oil to be Supplied and Page 5-6, Section 11 – Quantity and Quality Assurance, GPA has stated "In lieu of transfer pumps on the delivery trucks, Contractor at its sole expense, shall install a pump or replace defective pumps at the facility and maintain an inventory of spare transfer pumps and be responsibility for replacing the facility pump in the event of pump failure.

6a. Our understanding is that only 2 sites require pumps on Contractor trucks and not all sites can even allow for the bypass of the facility pumps and therefore, facility pumps are being used. The only time that facility pumps will not be operational at the same time will be due to lack of power at the facility. Will there be facility or operational delivery requirement changes for each site? If so, please provide details to those changes that are now requiring pumps on Contractor trucks.

ANSWER:

6a. Contractors should inspect the sites to assess the truck unloading facility. A by-pass line may be installed if necessary.

QUESTION:

6b. Our understanding is that this bid is a Supply of Diesel Fuel Oil No.2. Is the Services of installing, replacing, and maintaining spare transfer pumps qualify to be under this type of bid? Is this requirement optional for all potential bidders? Will this be part of the qualitative scoring sheet?

ANSWER:

6b. Tanker truck pump is required if alternate options described in Amendment VIII response to inquiry cannot be provided by Contractor.

QUESTION;

6c. Please provide the facility transfer pump specs for each site that Contractors will have the option of installing pumps.

ANSWER:

6c. Contractors should inspect the sites to assess the truck unloading facility and determine the required pump specs which they intend to install and submit proposal for approval by GPA. Contractor shall be responsible for the operation and maintenance of the Contractor's pump.

QUESTIONS:

6d. If it is found that GPA is responsible for the breakdown of Contractors transfer pumps at site, will GPA compensate Contractors for the replacement of this pump?

ANSWER:

6d. Yes. However, Contractor's transfer pump shall not be reinstalled and tanker truck pump shall be required thereafter.

QUESTION:

7. Amendment No. VI, Section 13 on Security of Supply contains provisions that are duplicative of Section 6 on the passage of title, custody and risk of loss. Shouldn't one be deleted?

ANSWER:

No change. Section 13 pertains to title, custody and risk of loss if the Contractor delivers the GPA stock.

QUESTION:

8. Amendment No. VI, Section 13 b. Contractor shall prioritize delivery to the GPA plants and guarantee

uninterrupted supply and delivery of Fuel Oil during the recovery period. Is the basis of this uninterrupted supply on ~10,000 barrels per day per Schedule B or is the basis of this uninterrupted supply on ~6000 barrels based on GPA's advice that this is the actual demand for the sites for estimated 10 consecutive period?

ANSWER:

Amendment No. VI, Section 13 b referenced Schedule C. Some diesel plants may run at full load while other plants may run on partial load depending on the total dispatch requirement and plant availability. On a worse-case scenario that all the diesel plants are required to run and if all plants are available to be dispatched on full load, the estimated total diesel consumption may be as high as 10,000 bbl/day during the recovery period.

QUESTION:

9. Amendment No. VI, Section 20 on alternate supply requires the contractor to find an alternate source of supply in the event that there is an event of force majeure or there is a spike in demand that the contractor cannot meet. This may not be possible as events of force majeure and large spikes in demand may not allow an alternate supply. What are the consequences to the Contractor if alternate supply is unavailable?

ANSWER:

Kindly refer to Amendment X deletes "Section 20 (intentionally left blank)" of Volume II.

QUESTION:

10. In Amendment No. VII, With respect to the sublease, under Section 1.01(b) it appears that GPA will be paying the monthly storage lease fee under the master lease. Please confirm all other fees that GPA is stating should be the responsibility of the contractor.

ANSWER:

Yes, all other fees shall be the responsibility of the Contractor.

Kindly refer to Amendment X for the following changes:

SCHEDULE D: "SUBLEASE AGREEMENT" changed to "SUBSTORAGE AGREEMENT"

SCHEDULE E: "MASTER LEASE AGREEMENT" changed to "THROUGHPUT, OPERATING AND PIPELINE USE AGREEMENT FOR WET STOCK"

QUESTION:

11. In Amendment No. VII, Section 13 under Security of Supply, GPA stated "Title to the GPA stock shall remain with GPA while in Amendment No. VIII, GPA has stated, "Contractor may fully utilize the available ullage in the leased tank". Based on GPA confirming that they will waive the monthly tank lease fee. Is GPA stating that the Contractor is able to utilize GPA owned stock in Tri Star facility to supply other Contractor customers other than GPA using GPA owned stock? Please explain how Contractor may fully utilize the available ullage in the leased tank at Tri Star Facility?

ANSWER:

Kindly refer to Amendment X to Volume II Section 13: "Contractor shall utilize the bulk storage tank at the Tristar Terminals with a storage capacity of 196,000 barrels solely for Diesel Fuel Oil No.2 storage for **GPA** and for no other purpose without **GPA**'s prior consent." Therefore, supply of product from the GPA-leased tank at Tristar to other Contractor customers is prohibited.

Contractor may fully utilize the leased tank at Tri Star Facility up to its safe storage capacity.

QUESTION:

12. In Amendment No. VII, In Section 1.01(c), the contractor is required to oversee, manage and administer the leased premises. Does this mean that the contractor is required to bear all of the expense of operating and maintaining the Tristar facility?

ANSWER:

Please refer to Amendment X to Schedule D. Contractor shall be responsible for all expenses and fees under the Substorage Agreement with the exception of the monthly storage fee which shall be waived by GPA.

QUESTION:

13. Amendment No. VII, Section 1.02 appears to say that the owner, GPA, and third parties allowed access by them will be able to access the tank that is subleased to the contractor. How will this work? May the Contractor require such third parties to enter into agreements with provisions for insurance, indemnity and the like?

ANSWER:

Please refer to Amendment X to Schedule D, Sections 1.01 and 1.02. and may be exercised by GPA under Volume II Section 27 (Failure to Supply) and Section 31 (Default).

Schedule D, Section 9.02 prohibits the Contractor to assign this **AGREEMENT** or sublet the whole or any part of the **STORAGE FACILITY.**

QUESTION:

14. What assurance is there that the contractor will have the necessary ullage to maintain the required 100,000 barrels of inventory under the Supply Agreement if the tank is subject to use by the Owner, GPA and third parties?

ANSWER:

Third party use may apply on events stipulated under Volume II Section 27 (Failure to Supply) and Section 31 (Default) or other pertinent sections.

QUESTION:

15. Amendment No. VII, Section 5.02, references insurance and minimum limits provided under Section 11 of the MASTER LEASE AGREEMENT. We have not been provided with Section 11. Please provide for our review.

ANSWER:

Kindly refer to Schedule E, Section 11 (Insurance), sheet 13 for the insurance and minimum limits. Document is posted on the GPA website:

http://www.guampowerauthority.com/gpa_authority/procurement/gpa_current_rfps.php

QUESTION:

16. Amendment No. VII, Section 7 allows the owner and GPA access to the storage tank to make repairs. What type of repairs are these? What is the division of responsibility between Tristar, GPA and the Contractor with respect to operation, maintenance and repairs?

ANSWER:

Contractor shall be notified in advance for any necessary repairs except for emergency situations requiring immediate repairs. Please refer to Clause C (Facilities services) on sheet 5 of Schedule E.

QUESTION:

17. Amendment VIII. Section 13. Custody for GPA Fuel Oil held in the Storage Tanks will be transferred to Contractor but title remains under GPA title. However, there is no provision to measure the GPA stock held in Storage Tanks at the commencement of the contract. This should be included so as to be able to determine settlement at expiration of the contract.

ANSWER:

GPA stock shall be measured by an independent third-party inspector prior to transfer of custody to Contractor. See Amendment X to Section 13.

QUESTION:

18. Per Original Bid scope under section 4.3 Price Proposal Evaluation, the contract will be awarded to the BIDDER evaluated as being qualified and with the best-priced proposal for the Three (3) year contract base period. GPA reserves the right to make multiple awards, partial awards, award by site location, or award in whole, whichever may be most advantageous to the Authority." Per Amendment VI, GPA replaced this language to state "The contract will be awarded to the Bidder evaluated as being qualified and with the best-priced proposal for the Three (3) year contract base period." On June 8, 2018, GPA issued Amendment VIII to replace the language again to reflect "The contractor to be awarded in Whole to the bidder evaluated as being qualified and with the best-priced proposal for the FIXED SERVICE FEE for the Three (3) year contract based period. Please confirm that GPA is only awarding One (1) Contractor to satisfy the daily consecutive delivery of estimated 10,000 barrel daily fuel oil requirement for all plant site locations per Schedule B.

ANSWER:

GPA will award the contract for all plant site locations per Schedule B to only One (1) Contractor.

QUESTION:

19. Please confirm which sites will require delivery via pipeline and tank truck during the duration of the awarded contract period. If GPA site is not able to receive via pipeline and only via tank truck, will GPA be issuing a new Invitation for Bid to satisfy this new delivery requirement?

ANSWER:

Prices shall be the same for deliveries either by pipeline or tanker truck. Tanker truck shall be utilized for deliveries in lieu of the pipeline.

All other Terms and Conditions in the bid package shall remain unchanged and in full force.

for JOHN M. BENAVENTE, P.E.
General Manager

SCHEDULE D

SCHEDULE D:

SUBSTORAGE AGREEMENT

THIS SUBSTORAGE AGREEMENT (hereinafter referred to as " **SUBSTORAGE AGREEMENT**") is made and entered into as of the ____ day of _____, 2018 (the "Effective Date"), by and between the **GUAM POWER AUTHORITY** (hereinafter referred to as "**GPA**"), and , (hereinafter referred to as "**CONTRACTOR**") in reference to the following facts:

1. **GPA** is the party to a certain "Throughput, Operating and Pipeline Use Agreement for Wet Stock" executed December 28, 2017 made with **TRISTAR TERMINALS GUAM, INC.** (hereinafter referred to as "**OWNER**"), for a term commencing on January 1, 2018, and concluding on December 31, 2018, which Agreement has been extended on a year-to-year basis for a period not to exceed four (4) successive yearly extensions (the "**TOPA**").

2. The **TOPA** includes, among other things, provision by **OWNER** of Storage Facilities as provided in Section C.1 thereof which provides that **OWNER** "agrees to provide one (1) storage tank, Tank No. 1906, to **Customer [GPA]** with a total nominal capacity of one hundred ninety-six thousand (196,000) barrels for the storage of Diesel product."

3. Tank 1906 (the "**STORAGE FACILITY**") is located at the Terminal, as defined in the **TOPA**.

4. Pursuant to the **TOPA**, **OWNER** further provides to **GPA** certain other facilities as more fully described in the **TOPA**, including, but not limited to, certain pipelines used for receipt and the delivery of fuel from the F-1 Dock to the **STORAGE FACILITY**. These rights are collectively referred to herein as the **"OTHER FACILITIES"**.

5. **GPA** has also entered into with **OWNER**, in **OWNER**'s capacity as Manager of the F-1 Dock a certain Facility User Agreement F-1 Dock relative to the use by **GPA** of the F-1 Dock in relation to the unloading of fuel (the "**F-1 DOCK AGREEMENT**").

6. **GPA** has entered into with **CONTRACTOR** a fuel supply contract (the Fuel Supply Contract) providing for the supply by **CONTRACTOR** to **GPA** of diesel fuel and enters into this **SUBSTORAGE AGREEMENT** in relation to the Fuel Supply Contract.

W I T N E S S E T H :

1. USE OF STORAGE FACILITY

Section 1.01. GRANT OF RIGHT OF USE.

(a) **GPA** hereby grants to **CONTRACTOR**, and **CONTRACTOR** accepts from **GPA**, the right to use of the **STORAGE FACILITY** for storage of Diesel Fuel Oil No.2 and along with the use of the other facilities in relation to supply of fuel pursuant to the storage contract.

(b) Nothing contained herein shall constitute a lease or delegation of rights to the use of any of the **OTHER FACILITIES**. **GPA** shall be the holder and user of **OTHER FACLITIES** under the **TOPA.**

(c) **GPA** shall exercise such rights in respect to the **OTHER FACILITIES** to facilitate the transport of fuel from the F-1 Dock, to the **STORAGE FACILITY** in relation to the fuel supplied by **CONTRACTOR** to **GPA** under the fuel supply contract. **GPA** may additionally use the **OTHER FACILITIES** to facilitate the transport of fuel to the **STORAGE FACILITY** to exercise its right to utilize the **STORAGE FACILITY** for **GPA**'s other purposes including permitting use thereof by third parties.

(d) **CONTRACTOR** shall oversee, manage and administer the **STORAGE FACILITY.**

Section 1.02. Use Rights of GPA.

GPA from time to time, in coordination with **CONTRACTOR**, be allowed to use the tank, and grant to any party, person or entity the non-exclusive right to use the **STORAGE FACILITY**, to the extent permitted under this **SUBSTORAGE AGREEMENT**.

Section 1.03. TOPA.

GPA represents and warrants to **CONTRACTOR** that:

(a) **GPA** has delivered to **CONTRACTOR** a full and complete copy of the **TOPA** and all other agreements between **OWNER** and **GPA** relating to the **STORAGE FACILITY**;

(b) the **TOPA** is, as of the date hereof, in full force and effect; and

(c) no event of default has occurred under the **TOPA** and, to **GPA**'s knowledge, no event has occurred and is continuing which would constitute an event of default but for the requirement of the giving of notice and/or the expiration of the period of time to cure.

2. SUBSTORAGE TERM

Section 2.01. Term.

The "Commencement Date" of this **SUBSTORAGE AGREEMENT** shall be January 01, 2019 and shall continue until the termination of the **TOPA** or **GPA**'s Fuel Supply Contract with the **CONTRACTOR**, whichever occurs first.

3. USE OF STORAGE FACILITY

Section 3.01. Permissible Use and Restrictions.

(a) The **STORAGE FACILITY** shall be continuously used solely for Diesel Fuel Oil No.2 storage for **GPA** and for no other purpose without **OWNER** and **GPA**'s prior written consent.

(b) Scheduling. **GPA** and **CONTRACTOR** desire to optimize use of the **STORAGE FACILITY**, and so agree to cooperate and communicate regarding scheduling of use of the **STORAGE FACILITY**. **CONTRACTOR** shall manage the inventory and be responsible for scheduling and booking of fuel shipments to the **STORAGE FACILITY**, but shall share with **GPA** not less frequently than on a monthly basis the proposed shipment schedule 18 months into the future. **GPA**'s goal is to optimize use of the **STORAGE FACILITY**.

Section 3.02. Rules and Regulations.

CONTRACTOR shall comply with the rules and regulations adopted by **OWNER** with respect to the **STORAGE FACILITY** or the **TERMINAL**. **CONTRACTOR** acknowledges that **OWNER** shall have the right at all times to change and amend such rules and regulations in any manner as it may deem advisable for safety, care, cleanliness, preservation of good order and operation or use of the **STORAGE FACILITY** and the **TERMINAL** and as provided by the **TOPA**.

Section 3.03. Hazardous Substances.

CONTRACTOR shall not place or use tanks, drums or other containers of any kind in, on, at or under the **STORAGE FACILITY** or the **TERMINAL**, the contents of which are unknown to **OWNER** or **GPA**. **CONTRACTOR** shall not engage in any activities involving the use, treatment, transportation, generation, storage or disposal of any Hazardous Substances (as hereinafter defined) in hazardous

quantities and no Hazardous Substances in hazardous quantities shall be released by **CONTRACTOR** on, at or from the **STORAGE FACILITY** or elsewhere in the **TERMINAL**. **CONTRACTOR** shall indemnify, defend, and hold harmless **OWNER** and **GPA** from and against:

(a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as "Remedial Work") required by, or incurred by, **OWNER** or **GPA** or any other person or party in a reasonable belief that such Remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the **STORAGE FACILITY** or the **TERMINAL** as a result of or arising from the use or occupancy by **CONTRACTOR** or its agents, employees, or invitees of the **STORAGE FACILITY**, or the **TERMINAL**.

(b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release, or discharge of any Hazardous Substances on, under, in, above, to or from the **STORAGE FACILITY** or the **TERMINAL** as a result of or arising from the use or occupancy by **CONTRACTOR** or its agents, employees, or invitees of the **STORAGE FACILTY** or the **TERMINAL**.

Section 3.04. Hold Harmless.

OWNER and **GPA** shall not be liable to **CONTRACTOR** or to **CONTRACTOR**'s customers, employees, agents, guests or invitees, or to any other person whomsoever, for any injury to person or damage to property on or about the **STORAGE FACILITY** or the **TERMINAL**, including, but not limited to, consequential damage:

(1) caused by any act or omission of **CONTRACTOR**, its employees, subcontractors, licensees, invitees and concessionaires invited by **CONTRACTOR** or of any other person entering the **TERMINAL** or the **STORAGE FACILITY** by express or implied invitation of **CONTRACTOR**; or

(2) arising out of the use of the **STORAGE FACILITY** or the **TERMINAL** by **CONTRACTOR**, its employees, subcontractors, licensees, concessionaires invited by **CONTRACTOR** or invitees. **CONTRACTOR** hereby agrees to indemnify and hold **OWNER** and **GPA** harmless from any liability, loss, expense or claim (including, but not limited to, attorneys' fees) arising out of any such damage or injury. **OWNER** and **GPA** shall not be liable to **CONTRACTOR** for any loss or damage that may be occasioned by or through the acts or omissions of other **CONTRACTORS** at the **TERMINAL** or of any

other persons whomsoever. Further, any **CONTRACTOR** specifically agrees to be responsible for and indemnify and hold **OWNER** and **GPA** harmless from any and all damages or expenses of whatever kind arising out of or caused by a burglary, theft, vandalism, malicious mischief or other illegal acts performed in, at or from the **STORAGE FACILITY**. **CONTRACTOR**'s obligations under this Section shall survive the expiration or earlier termination of this **SUBSTORAGE AGREEMENT**.

4. MAINTENANCE AND ALTERATIONS

Section 4.01. CONTRACTOR's Obligations.
CONTRACTOR shall not suffer or permit any injury to the **STORAGE FACILITY** or the **TERMINAL**. **CONTRACTOR** shall immediately notify **GPA** of any damage, injury, or disrepair of any part of the **STORAGE FACILITY** or the **TERMINAL** caused by or known to **CONTRACTOR**.

Section 4.02. Alterations and Additions.
CONTRACTOR shall make no alterations or additions to any part of the **STORAGE FACILITY**.

5. INDEMNIFICATION AND INSURANCE

Section 5.01. Indemnification.
CONTRACTOR assumes all risks and responsibilities for accidents, injuries, or damages to persons or property (other than as provided in Section 5.02 below with respect to damage by fire and casualty), and agrees to indemnify and hold harmless **GPA** from any and all claims, liabilities, losses, costs, and expenses (including attorneys' fees), arising from or in connection with **CONTRACTOR**'s use of the **STORAGE FACILITY** or the **TERMINAL** during the Term of this **SUBSTORAGE AGREEMENT**.

Section 5.02. CONTRACTOR Insurance.
CONTRACTOR shall, during the Term of this **SUBSTORAGE AGREEMENT**, keep in full force and effect policies of public liability insurance (with contractual liability endorsement covering the matters set forth in Section 5.01 above), in companies and in a form acceptable to **OWNER** and **GPA**, with respect to the **STORAGE FACILITY** or as otherwise required of **GPA** under the **TOPA**, in which both **CONTRACTOR** and **GPA** shall be named as parties covered thereby (covering **CONTRACTOR** as the named insured and identifying **OWNER** and **GPA** as an "additional insured"), providing for insurance and minimum limits provided under Section 11 of the **TOPA**. All insurance maintained by

CONTRACTOR as required pursuant to this Section shall be carried in favor of **OWNER, GPA** and **CONTRACTOR**, as their respective interests may appear. **CONTRACTOR** shall furnish **OWNER** and **GPA** with certificates of insurance, and all such insurance shall carry a provision providing that it will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to **GPA** and **OWNER**. If **CONTRACTOR** fails to comply with the above requirements, **GPA** may obtain such insurance and keep same in effect, and **CONTRACTOR** shall pay **GPA** all premium costs thereof upon demand.

Section 5.03. Waiver of Subrogation.

All insurance policies maintained by **CONTRACTOR** as provided in this Article shall contain an agreement by the insurer waiving the insurer's right of subrogation against the other party to this **SUBSTORAGE AGREEMENT** or **OWNER** or agreeing not to acquire any rights of recovery which the insured has expressly waived prior to loss. Each of the parties hereto agrees that if the provision waiving subrogation in any of such policies of insurance requires that notice of such waiver be served upon the insurer, such notice shall be promptly served by the party obtaining such insurance.

6. DEFAULT AND REMEDIES

Section 6.01. Events of Default.

Each of the following shall be deemed a default by **CONTRACTOR** unless the same has been cured within sixty (60) calendar days following the default:

(a) **CONTRACTOR**'s failure to perform or observe any other terms, conditions, or covenants of this **SUBSTORAGE AGREEMENT** to be performed or observed by **CONTRACTOR**;

(b) Any change or modification in the use of the **STORAGE FACILITY**;

(c) The adjudication of **CONTRACTOR** as a bankrupt;

(d) The making by **CONTRACTOR** of a general assignment for the benefit of creditors;

(e) The appointment of a receiver in equity for **CONTRACTOR**'s property if such appointment is not vacated or otherwise terminated within sixty (60) days from the date of such appointment;

(f) **CONTRACTOR**'s filing of a voluntary petition in bankruptcy or for reorganization or arrangement;

(g) **CONTRACTOR**'s filing of an answer admitting bankruptcy or agreeing to reorganization or arrangement;

(h) Issuance of a criminal indictment or charge against **CONTRACTOR**;

(i) Dissolution or other termination of **CONTRACTOR**'s corporate charter; or

(j) The performance by **CONTRACTOR** of any act, or the failure of **CONTRACTOR** to perform any act, that in either case may result in breach by **GPA** of its obligations to **OWNER** under the **TOPA**.

Section 6.02. GPA's Rights Upon CONTRACTOR's Default.
In the event of any default provided in the foregoing Section 6.01, not cured within the applicable cure period, without any further demand or notice **GPA**, in addition to pursuing any other rights or remedies available at law or in equity, may:

(a) Collect the past due amounts by withdrawing such amount from the **CONTRACTOR**;

(b) Elect to terminate this **SUBSTORAGE AGREEMENT**;

(c) In the event that **CONTRACTOR** has failed to perform any of its covenants under this **SUBSTORAGE AGREEMENT** to perform the covenant or covenants of **CONTRACTOR** which are in default at
CONTRACTOR's cost and expense (entering upon the **STORAGE FACILITY** for such purpose, if necessary); and **GPA**'s performance of any such covenant shall neither subject **OWNER** and **GPA** to liability for any loss, inconvenience, or damage to **CONTRACTOR** nor be constructed as a waiver of **CONTRACTOR**'s default or of any other right or remedy of **GPA** in respect of such default, or as waiver of any covenant, term, or condition of this **SUBSTORAGE AGREEMENT**; or

(d) immediately re-enter upon the **STORAGE FACILITY**, remove all persons and property therefrom, at the sole cost and for the account of **CONTRACTOR**, all without service of notice or resort to legal process, without being deemed guilty of trespass or becoming liable for any loss or damage which may

be occasioned thereby, and without such re-entry being deemed to terminate this **SUBSTORAGE AGREEMENT**.

Section 6.03. Remedies Cumulative.

The remedies of **GPA** hereunder shall be cumulative, and no one of them shall be construed as exclusive or any other or of any remedy provided by law or in equity. The exercise of any one such right or remedy by **OWNER** and **GPA** shall not impair its standing to exercise any other such right or remedy.

7. ACCESS TO STORAGE FACILITY

CONTRACTOR shall permit **OWNER** and **GPA** and their respective agents and employees to enter in and upon the **STORAGE FACILITY** at all reasonable times to inspect and examine the **STORAGE FACILITY**, or to make such repairs that **OWNER** or **GPA** may deem necessary or desirable, or be required of **OWNER** under the **TOPA**, provided **OWNER** or **GPA** shall have access to the **STORAGE FACILITY** without advance notice should an emergency situation occur at the **STORAGE FACILITY** or the **TERMINAL**.

8. LIMITATION OF GPA'S LIABILITY

CONTRACTOR agrees that no assets of **GPA, including without limitation the SUBSTORAGE AGREEMENT, the TOPA or the F-1 DOCK AGREEMENT** shall be subject to levy, execution, or of the process for satisfaction of **CONTRACTOR**'s remedies. In the event of any transfer or transfers of this **SUBSTORAGE AGREEMENT**(except a transfer for security), **GPA** (or the transferor, in the case of a subsequent transfer) shall, after the date of such transfer, be released from all liability for the performance of any covenant, agreement, and conditions under this **SUBSTORAGE AGREEMENT**, occurring prior to the date of such transfer. This **SUBSTORAGE AGREEMENT** shall bind **GPA**, its successors and assigns only during and in respect of their respective successive periods of ownership of this **SUBSTORAGE AGREEMENT**.

9. MISCELLANEOUS

Section 9.01. SUBSTORAGE AGREEMENT Subordinate to TOPA.

This **SUBSTORAGE AGREEMENT** and all the rights of parties hereunder are subject and subordinate to the **TOPA**. Each party agrees that it will not, by its act or omission to act, cause a default by **GPA** under the **TOPA**.

GPA shall pay, when and as due, all charges payable by **GPA** to **OWNER** under the **TOPA** and **CONTRACTOR** shall reimburse **GPA** for payment of such charges other than with respect to Tank Storage;

Except as otherwise expressly provided herein, **GPA** shall perform its covenants and obligations under the **TOPA** which do not require for its performance possession of the **STORAGE FACILITY** and which are not otherwise to be performed hereunder by **CONTRACTOR** on behalf of **GPA**.

Section 9.02. Assignment and Subletting.
CONTRACTOR shall not assign this **SUBSTORAGE AGREEMENT** or sublet the whole or any part of the **STORAGE FACILITY**.

Section 9.03. No Option.
The submission of this **SUBSTORAGE AGREEMENT** for examination by **CONTRACTOR** shall not constitute a reservation of or option for the **STORAGE FACILITY**. This **SUBSTORAGE AGREEMENT** shall become effective only upon execution and delivery thereof by **GPA** and **CONTRACTOR**.

Section 9.04. Relationship of Parties.
Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating between the parties hereto the relationship of principal an agent, partnership, joint venture, or any relationship other than the relationship of **GPA** and **CONTRACTOR**.

Section 9.05. Waiver.
The parties hereto may, by a writing signed by both of the parties, waive the performance by any party of any of the provisions to be performed by such party under this **SUBSTORAGE AGREEMENT**. The failure of any party hereto at any time to insist upon the strict performance of any provision of this **SUBSTORAGE AGREEMENT** shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by either party hereto of a breach of or noncompliance with any provision of this **SUBSTORAGE AGREEMENT** shall not operate or be

construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

Section 9.06. Severability.

The invalidity or unenforceability of any particular provision of this **SUBSTORAGE AGREEMENT** shall not affect the other provisions, and this **SUBSTORAGE AGREEMENT** shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

Section 9.07. Binding Effect

This **SUBSTORAGE AGREEMENT** and all of the terms and provisions hereof shall inure to the benefit of and be binding upon, the respective heirs, executors, administrators, successors and assigns of **GPA** and **CONTRACTOR** except as otherwise expressly provided herein. Nothing in this **SUBSTORAGE AGREEMENT**, express or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this **SUBSTORAGE AGREEMENT**.

Section 9.08. Construction.

This **SUBSTORAGE AGREEMENT** shall be construed and governed in accordance with the laws of the Territory of Guam, without regard to its conflict of law provisions. Whenever in this **SUBSTORAGE AGREEMENT** a singular word is used, it shall also include the plural wherever required by the contract and vice versa.

All references in this **SUBSTORAGE AGREEMENT** to periods of days shall be construed to refer to calendar, not business, days. The captions in this **SUBSTORAGE AGREEMENT** are for convenience only and do not in any way limit or amplify the terms and provisions of this **SUBSTORAGE AGREEMENT**. The Exhibits hereto are incorporated by reference and made a part hereof with the same effect as if set out in fully herein.

Section 9.09. Entire SUBSTORAGE AGREEMENT; Amendments.

This **SUBSTORAGE AGREEMENT** contains the entire agreement between the parties hereto with respect to the subject matter hereof. All representations, promises and prior or contemporaneous undertakings between such parties are merged into and expressed in this **SUBSTORAGE AGREEMENT**, and any and all prior agreements between such parties are hereby canceled. The

agreements contained in this **SUBSTORAGE AGREEMENT** shall not be amended, modified, or supplemented except by a written agreement duly executed by both **GPA** and **CONTRACTOR**.

Section 9.10. Survival and Assignment.

The terms and Conditions of this **SUBSTORAGE AGREEMENT** shall survive any change in **GPA** and shall govern the relationship between the **GPA** and the **CONTRACTOR**. **CONTRACTOR** shall not transfer, convey, or sell to a third party any right or obligation under this **SUBSTORAGE AGREEMENT**.

Section 9.11. Notices.

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or by a reputable courier service (with all expenses of delivery being prepaid) or sent by e-mail, registered or certified mail, postage prepaid, as follows:

GPA: Guam Power Authority
P.O. Box 2977
Hagatna, Guam 96931
Attn: John M. Benavente, General Manager

CONTRACTOR:

_____

_____

_____

Attn: _____

or to such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the earlier of actual receipt or two (2) business days after being so delivered or mailed.

Section 9.12. Counterparts.

This **SUBSTORAGE AGREEMENT** may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute one and the same instrument.

Section 9.13. Brokers.

GPA and **CONTRACTOR** covenant, warrant and represent that no broker was involved in bringing about or consummating this **SUBSTORAGE AGREEMENT**, and that **GPA** and **CONTRACTOR** had no conversations or negotiations with any broker concerning the **STORAGE FACILITY**. **CONTRACTOR** agrees to indemnify and hold harmless **OWNER** and **GPA** against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith including, but not limited to, attorneys' fees and expenses arising out of any conversations or negotiations had by **CONTRACTOR** with any broker. **GPA** agrees to indemnify and hold harmless **CONTRACTOR** against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith including, but not limited to, attorneys' fees and expenses arising out of any conversations or negotiations had by **GPA** with any broker.

IN WITNESS WHEREOF, **GPA** and **CONTRACTOR** have executed this **SUBSTORAGE AGREEMENT** as of the day and year first above written.

For the **Guam Power Authority** (**GPA**):

_____ _____

John M. Benavente, P.E. **DATE**
General Manager

For (**CONTRACTOR**): (Company

Name and Seal

_____ _____

CONTRACTOR, Duly Authorized **DATE**
REPRESENTATIVE OF COMPANY

APPROVED AS TO FORM:

For the **Guam Power Authority** (**GPA**):

_____

_____

Graham Botha, Legal Counsel **DATE**

For the **OWNER** (**Tristar Terminal Guam, Inc.**):

_____ _____

Kazhakuttam Vikraman, General Manager **DATE**

SCHEDULE E

SCHEDULE E

THROUGHPUT, OPERATING and PIPELINE USE AGREEMENT FOR WET STOCK

between

Tristar Terminals Guam, Inc.

and

Guam Power Authority

Contract No: TTGI-SA-2018-01

This THRUPUT, OPERATING and PIPELINE USE AGREEMENT for WET STOCK (the **"Agreement"**) is made and entered into as of **January 01, 2018** (the **"Effective Date"**), by and between Guam Power Authority, (hereinafter referred to as **"GPA"** or **"Customer"**) and Tristar Terminals Guam Inc., a Guam corporation (hereinafter referred to as **"Operator"**), with each a **"Party"** and collectively, the **"Parties"**).

RECITALS:

WHEREAS, Operator operates the facility at the Commercial Port of Guam known as the F-1 Dock under an F-1 Management Agreement between Tristar and the Port Authority of Guam; and

WHEREAS, the Customer and Operator have entered into an F-1 Dock User Agreement dated 1st of September, 2013; and

WHEREAS, Operator has manifolding equipment located on the F-1 Dock, and pipelines (the Tristar Pipelines), which run through the Port Authority of Guam leases and easements (the PAG Easements) from the F-1 Dock to a point of Intersection commonly referred to the Navy Valve Pit; and

WHEREAS, the Operator Pipelines Include a pipeline designated and known as the A, B & D Pipelines; and

WHEREAS, Operator holds a Perpetual Pipeline Easement (the Tristar DoD Easement) granted by the United States Department of Defense which extends from the Navy Valve Pit to Tristar facilities commonly known as the Agat Terminal and the Tristar Pipelines, including the A, B & D Pipelines, run through the Tristar DOD Easement to connect the Navy Valve Pit with the Agat Terminal so as to provide a continuous connection from the F-1 Dock to the Agat Terminal; and

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

A. USAGE; DEFINITION

A.1 Usage unless otherwise specified

a) a reference to "Sections", "Annexes", "Exhibits", and "Schedules" shall be deemed to be references to Sections of, Annexes, Exhibits and Schedules to this Agreement, unless the context shall otherwise require;

b) a reference to a "company" shall include any company, corporation or other body corporate, wherever and however incorporated or established and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;

c) a reference to the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "or" is not exclusive. The words "hereof," "herein" and "hereunder" and words of similar import when used in any Transaction Document shall refer to the agreement as a whole and not to any particular provision of this agreement;

d) a reference to a "day" (including within the expression "Business Day") shall mean a period of 24 hours running from midnight to midnight;

e) a reference to time is a reference to the local time on Guam

f) all headings and titles used are for convenience only and are not to be used for interpretation or construction;

g) where the context so requires, words importing the singular shall include the plural and vice versa and words importing gender include any other gender;

h) all statements or language placed in parentheses within an agreement are done so solely for the convenience and ease of reading. In no event should such statements or language be given less import or be interpreted differently than if it were not so parenthesized;

i) any agreement, instrument, statute, code, proclamation or decree defined or referred to herein means such agreement, instrument, statute, code, proclamation or decree as from time to time amended, modified, supplanted, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes, proclamations or decrees) by succession of comparable successor statutes, codes, proclamations or decrees

A.2 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

a) "**Affliates**" means any entity or organization which directly or indirectly controls, is controlled by or is under common control with a party to this agreement. As used in this definition, "control" (and the correlatives, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise); provided, however, that in any event, any entity or organization which owns, directly or indirectly, fifty percent (50%) or more of the securities having ordinary voting power for election of directors or other governing body of a corporation or fifty percent (50%) or more of the partnership or other ownership interests of any non-corporate entity shall be deemed to control such corporation or other entity.

b) "**Ancillary Facilities**" means those facilities and fixtures at the Terminal or F-1 Dock needed for access by User, its representatives, or its customers and their representatives in regard to this Agreement, including general ingress and egress to roadways and parking lots at the Terminal and access to loading gantries/pipeline rack lanes;

c) "**Affected Party**" has the meaning set forth in Section 15.1 of this Agreement;

d) "**Agreement**" has the meaning set forth in the introduction;

e) "**Customer**" has the meaning set forth in the introduction;

f) "**Delivery Point**" has the meaning set forth in Section 13 of this Agreement;

g) "**Dispute**" has the meaning set forth in Section 17.1 of this Agreement;

h) "**Effective Date**" has the meaning set forth in the introduction;

i) "**Existing Dispute**" has the meaning set forth in Section 17.7 of this Agreement;

j) "**Expert**" means a person of appropriate reputation, standing and relevant experience in the energy industry who has no direct or indirect personal interest in the outcome of the dispute or issue in respect of which he has been consulted pursuant to this Agreement and who has been appointed pursuant to the procedures set forth in Section G of this Agreement:

k) "**Facility**"/"**Facilities**" has the meaning set forth in Section 1 of this Agreement;

l) "**F-1 Dock**" means the Foxtrot-1 dock on Cabras Island, Guam, operated by Operator on behalf of the Port Authority of Guam.

m) "**Force Majeure Event**" means, in relation to any Party, any act, event or circumstance, the cause of which is beyond that Party's reasonable control, including acts of God, war,

terrorist acts, any strike, lock-out or other industrial trade dispute, or federal, territorial, or municipal order, rule, legislation or regulation.

n) **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and conditions.

o) **"Insurance"** has the meaning set forth in Section 11.1 of this Agreement;

p) **"Operator"** has the meaning set forth in the introduction;

q) **"Operator's Safety Rules"** has the meaning set forth in Section 30 of this Agreement;

r) **"Party"/"Parties"** has the meaning set forth in the introduction;

s) **"Product"/"Products"** has the meaning set forth in Section C.3 of this Agreement;

t) **"Reasonable and Prudent Operator"** means a person acting, in good faith, to perform his contractual obligations and, in doing so and in the general conduct of its undertaking, exercising the degree of skill, case, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

u) **"Redelivery Point"** has the meaning set forth in Section 11 of this Agreement;

v) **"Related Dispute"** has the meaning set forth in Section 17.7 of this Agreement;

w) **"Rules"** has the meaning set forth in Section 17.1 of this Agreement;

x) **"SOP"** has the meaning set forth in Section 27 of this Agreement;

y) **"Term"** has the meaning set forth in Section H.1 of this Agreement;

z) **"Terminal"** means the Agat terminal, owned by the Operator, located in the municipalities of Piti and Santa Rita, United States Territory of Guam;

aa) **"Tribunal"** has the meaning set forth in Section 17.3 of this Agreement;

B. FACILITIES LOCATION

B.1 Facility(ies):

a) The Terminal, including and without limitation to:
   - the tanks, pipelines, pumps,~~,~~ flow meters and any other fixtures or appurtenances at the Terminal needed to be utilized for this Agreement;
   - the D pipeline between the Terminal and the F-1 Dock;
     Truck Loading Gantry

b) the discharge hoses at the F-1 Dock; and

c) the lifting equipment at the F-1 Dock

d) Any other fixtures or appurtenances needed to be utilized for this Agreement;

B.2 Address:

Route 2a, Santa Rita Industrial Drive, Piti/Santa Rita, Guam

C. FACILITIES SERVICES

C.1 Storage:

a) Operator agrees to provide one (1) storage tank, Tank 1906, to Customer with a total nominal capacity of one hundred ninety six thousand (196,000) barrels for the storage of Diesel product. The tanks provided for Customer's product storage shall be maintained and operated in accordance with all applicable laws and regulations throughout the term of the Agreement at Operator's sole cost.

C.2 Use of Pipelines:

The Facilities services related to the storage provided in Sections C.1(a) above include the use of Operator's cargo lines or main pipelines, including specifically main pipeline D Pipeline from the F-1 Dock to the Terminal for:

a) receipt and/or delivery of Products from/to the Terminal to/from the F-1 Dock;

b) receipt and/or delivery of Products from/to the Terminal to/from the SPPC Cabras Terminal;

c) receipt and/or delivery of Products from/to the Terminal and to/from Customer's F-3 Tanks or directly to Customer's customers at F-3 Dock;

d) receipt of Products from F-1 Dock directly to SPPC's Cabras Terminal;

e) receipt and/or delivery of Products from/to the Terminal to/from Customer's and/or its agents' Tanks at the Operator's pipeline manifold at the Navy Tie-in; and

For the avoidance of doubt, the use of pipelines and other appurtenances inside of the Terminal necessary for the receipt/delivery operations are included in the services to be provided by Operator hereunder, including the use of the pipeline between the Terminal and the Tenjo power plant and interconnection with the GPA-Tristar pipeline at the navy tie-in for transfer of products to the GPA power plants.

C.3 Use Of Truck Loading Gantry

The Facilities services related to the storage provided in Sections C.1(a) above shall include the use of Operator's Truck Loading Gantry and other appurtenances at the Terminal needed to be utilized for this Agreement.

Operator agrees to provide Customer and its agents safe access to the facility. The Operator shall, at its sole cost, perform the safe transfer of Product into the Customer's and/or its agents' tanker trucks.

C.4 Product:

Product to be stored by Customer at the Terminal is Diesel.

C.5 Receipt/Delivery Modes:

a) Receipt modes include, but are not limited to:
   - Marine
   - Pipeline
   - Inter-Tank Transfer

b) Delivery modes include, but are not limited to:
   - Marine
   - Pipeline
   - Inter-Tank Transfer
   - Gantry for Tanker Truck Loading

Operator shall arrange for Customer's and its customers' vessels to be berthed and un-berthed at the F-1 Dock, for the hose connection between Customer's and its customers' vessels and the F-1 Dock to be connected and disconnected and for receipt and delivery of Product to Customer's or its customers' vessels.

C.6 Additional Services:

Operator shall perform the following additional services:

a) Work with Customer to optimize the use of Operator's equipment, truck loading gantry, pipelines and tanks to increase loading and unloading rates through optimization of loading sequences and tank pipeline selection;

b) Endeavor to allow vessels to pump at their maximum capacity;

c) Those other services stipulated in this Agreement; and

d) Such other services that are reasonably requested by Customer and agreed to in writing between the Parties.

D. THROUGHPUT

D.1 Allowed Throughput, Initial Fill and Batch Size:

Customer shall be entitled to an annual product throughput of 196,000 barrels or for a quantity equivalent to the total offer capacity defined in C.1. This product throughput is herein be referred to "Allowed Throughput"

Allowed Throughput will be calculated by adding the total number of barrels (at natural) received and shipped per contract year divided by 2.

The initial fill quantity of 196,000 barrels or equivalent to the awarded capacity shall be excluded from the allowed throughput calculation

D.2 Excess Throughput:

For volumes in excess of the allowed throughput, Excess Throughput Charges shall be calculated by adding the total number of barrels (at natural) received or shipped in a 12-month period above the allowed throughput quantity.

Sample Calculation:

Please refer to Exhibit A

E. CONSIDERATION

E.1 Fee:

Details of the Storage, Excess Throughput Fee, and Truck Loading Fee are as follows:

a) Payment Period: Monthly, payable on the first (1st) working day of every month for the current month.

b) Storage Rate for Agreement Term: $[redacted]/Bbl/yr. The Periodic Annual Storage Rate will be as follows

Period	Per Annum	Per Month
01-Jan-2018 to 31-Dec-2018	$[redacted]	$ [redacted]

c) Excess Throughput Rate: $0.25 per barrel for throughput quantity over the allowed throughput defined in D.1

d) Truck Loading Fee: For product loading carried out through Operator's Truck Loading Gantry, a loading fee of $100 shall be charged per truck.

F. PRODUCT MOVEMENT AND TESTING

a) Operator personnel, trained and certified in conducting flash, API gravity and physical appearance tests, will provide field level testing or Product ID checks during transfer and receipt of Products as follows at no additional cost to Customer.

b) The Operator shall, at its sole cost, perform Product ID checks and hourly monitoring during Product transfer and receipt. Product ID checks and hourly monitoring shall be performed by Operator personnel who are trained and certified to conduct Product ID checks and hourly monitoring.

c) Tank recertification (i.e. full specification testing) shall be done by a third party after each Product receipt or transfer as required by Customer, for the account of Customer and arranged by Customer.

d) For the avoidance of doubt, all vessel prior-to-discharge sampling and testing, as well as tank recertification after receipt and/or transfers, shall be arranged by Customer, conducted by a third party, and at Customer's cost; provided, however, that all other sampling and testing referred to in Sections F.(a)-(b) shall be done by Operator at its cost.

G. METHOD OF HANDLING LOSSES

a) If after receipt of Customer's Product into Operator's receiving Facility results in Product storage or handling losses, the handling and accountability of such will be as follows:
   - Customer will absorb ordinary storage and handling losses up to one fourth (1/4) of one percent (1%) of annual throughput
   - Operator will be responsible for all ordinary storage and handling losses in excess of one fourth (1/4) of one percent (1%) of annual throughput of Product

For the avoidance of doubt, ordinary storage and handling losses shall not include oil spills or discharges as defined in Section 22 and other losses due to breach in the integrity of Operator facility and/or negligent acts of Operator personnel or its agents.

b) Storage or handling losses shall be determined and settled based on the following:
   - Bases of Computing Losses: Net loss to be determined by monthly loss and gain calculations with cumulative losses and gains to be offset against each other at the time of settlement.
   - Time of Settlement: Shall be on an annual basis at the end of each calendar year; on the termination of the Agreement if such termination occurs prior to an anniversary; or as otherwise agreed.
   - Settlement Price Reference: Average of Mean of Platts Singapore (MOPS) under the heading Gasoil 10ppm for the calendar year plus seven United States dollars (USD) per barrel.

c) The annual settlement shall be confirmed by auditors and undertaken through manual gauging.

d) The handling loss accountability as set forth in Section G(a) shall only apply to ADO 10ppm or alternate products stored in Tank 1906.

e) Section 6 of the Additional Terms and Conditions shall also apply.

H. TERM OF THE AGREEMENT

H.1 Term:

This Agreement will be in effect for a period beginning with an initial term from the Effective Date and ending on December 31, 2018 ("**Initial Term**"). The Customer shall be given the option to extend the term by five (5) years ("**Extended Term**") upon expiration of the Initial Term. The Terms and Conditions of the Extended Term shall be the same as the Initial Term. The Agreement shall be terminated by either party under the conditions set forth in clause H.2 of the Agreement.

H.2 Termination:

This Agreement may be termination prior to the Term expiration under the following conditions:

a) upon written agreement of the Parties, which agreement shall provide, among other things, the effective date of termination; or

b) by the Party not in default upon the occurrence of a material event of default, in accordance with the provisions of Section 16 of this Agreement; or

c) upon closure of the Terminal or termination of any of Operator's pipeline easements that is material for the provision of services hereunder; or

d) compulsory acquisition, governmental requisition, expropriation, intervention by relevant authorities or any similar occurrence which results in the closure of Operator's Terminal or termination of its pipeline easements or which materially and adversely affects the ability of the Parties to continue with this Agreement or the ability of Operator to operate the Terminal and/or the related pipelines; or

e) upon one (1) year's notice by customer; or

f) by Customer under Section 6 (Compliance with Laws and Regulations) of this Agreement; or

g) by a Party in accordance with Section 15.5 (Force Majeure) of this Agreement

In the event of early termination under section G.2(e), above, Customer shall pay operator an amount equivalent to six months of the Storage fee defined in Section E.1(b).

In the event of termination, the Parties shall in good faith and as soon as practicable endeavor to agree on the manner of winding down. Until the effective date of termination, the Parties shall continue to have and to carry out all their rights and obligations as stated in this Agreement. Termination of this Agreement for any reason shall not be deemed a waiver of any of the Parties' rights and obligations existing before the effective date of termination.

I. TANK BOTTOMS AND LINE FILL

Customer accepts that product inventory is required to enable the Facility to be operated, including inventory for tank bottoms and to fill the pipelines. The working inventory shall be recovered and returned to Customer on termination of this Agreement at Operator's expense.

Customer will be responsible for leaving the tank empty and clean on termination or expiration of this Agreement.

J. NOTICE ADDRESSES:

Customer: Guam Power Authority
PO Box 2977, Hagatna, Guam 96910

Operator: Tristar Terminals Guam Inc.
P.O. Box 8210, Agat Guam 96928,

K. OPERATIONAL CONTACTS:

Customer: Jennifer G. Sablan (Terminal Contact)

Operator: KK Vikraman (Terminal Contact)

L. OTHER PROVISIONS

The Additional Terms and Conditions attached are part of this Agreement. All reference herein to the Agreement shall include the Additional Terms and Conditions.

Executed this **28th** day of **December 2017**.

Customer:	Operator:
12/28/2017	12.28.17
By: JOHN J. CRUZ, JR., P.E.	By: John Affleje
Title: GENERAL MANAGER (A)	Title: Terminal Operations Manager

ADDITIONAL TERMS AND CONDITIONS:

1. **Facilities**

   Operator agrees to provide the facilities identified in the Agreement, hereinafter referred to as "Facility(ies)," for the storage and handling of Customer's Product.

2. **Services**

   Operator agrees to perform all of the services listed under Section C of the Agreement.

3. **Charges and Payment**

   Commencing with the Effective Date specified in the Agreement, Customer agrees to pay Operator the following charges; all as specified in the Agreement:

   a) All charges as specified in Section E – Consideration;

   b) All other fees and charges as set forth in the Agreement and as may be agreed upon between Operator and Customer from time to time during the term of the Agreement; and

   c) All payments under the Agreement shall be payable by Customer from thirty (30) days of receipt of Operator's monthly invoice

4. **Determination of Quantity and Quality of Product**

   1. During Operator's custody of Product, and except as provided in sections G and 8 herein, Operator shall be responsible for Product quality and for any losses above the agreed upon parameters in Section G. The quantity of the Product handled hereunder shall be determined by an independent inspector appointed by Customer. Measurements made by or certified by such independent inspector shall be conclusive and binding upon the Parties. The costs for an independent inspector shall be for the account of Customer, except for activities requiring third party inspection for the account of Operator as specified elsewhere in this Agreement. The Customer or its customer shall provide a Certificate of Quality for the Product prior to the Product entering into the custody of Operator.

   2. The quantity of Product handled hereunder shall be determined as follows:

      2.1 The quantity of Product received from or delivered to a marine vessel shall be determined from shore tank gauge reading taken before and after loading Product into or out of shore tanks in accordance with applicable API standards. If receiving or delivering shore tank(s) is/are active, the vessel's ullage shall be used to determine the quantity.

      2.2 The quantity of Product received by inter-tank transfers via pipeline shall be determined from Customer's receiving tank gauge reading taken before and after loading Product into the receiving tank in accordance with applicable API standards.

      2.3 The quantity of Product delivered by inter-tank transfers via pipeline shall be determined from operator's delivering tank gauge reading taken before and after loading Product into the receiving tank in accordance with applicable API standards.

2.4 For the purpose of the Agreement, a barrel shall consist of forty-two (42) U.S. gallons and a gallon shall contain two hundred thirty-one (231) cubic inches when corrected to 60°F. All measurements shall be in accordance with API standards. All quantities, however measured, shall be corrected to 60°F, using Table No. 6B of ASTM-IP Petroleum Management Tables Designation D-1250-80 for light refined oil and residual fuel products, as amended from time to time, or the applicable volume correction table for chemical products. Measurement procedures shall follow accepted good business practices and industry standards.

2.5 If there are any new products, new grade(s) of products, new users at the Terminal, or changes to operations at the Terminal or operations/services performed hereunder, Operator shall consult with and agree with Customer in regard to any new or additional product testing, quality procedures, or protocols to be undertaken, including any product interface procedures or protocols.

5 Facility Hours of Operation

The Facility will remain open twenty-four (24) hours a day, seven (7) days a week for the receipt and/or delivery of Product via marine vessel. The Facility will remain open during normal working hours for the delivery of Product via pipeline. If overtime is required to meet Customer's requirements for the delivery of Product via pipeline after normal working hours, the cost for such overtime shall be borne by the Customer, except if such overtime is required due to the failure of the facility.

Normal hours of operation are 8:00 AM through 4:00 PM, Monday through Friday. Operations during normal hours of operations will not be subject to any overtime labor charges. Services requested by customer outside of normal hours will be subject to minimum overtime charges at the rate of $38.00 per hours, for each person, and for as many employees as the operator determines necessary, in its sole discretion to perform the work, in accordance with operators operating standards.

6 Compliance with Laws and Regulations

Operator and Customer hereby agree to comply fully and in the performance of the Agreement with all federal, territorial, and local governmental laws, regulations and rules. In the event, at any time after the date of this Agreement, any governmental or regulatory body shall require the installation or modification of facilities or fixtures, or require changes in Operator's normal operating procedures related to the storage and handling of Customer's product, Operator shall notify customer of the necessity and cost of such installation of facilities or fixtures, or changes in operating procedures, and Operator and Customer shall work, in good faith, to provide such installation of facilities or fixtures, or to make such necessary changes to Operator's operating procedures, and to adjust the compensation under the Agreement to reflect reasonably Operator's additional costs of compliance. In the event Customer decides that such increase in costs or change in operating procedure is onerous or prohibitive, Customer may, upon sixty (60) days written notice, cancel the Agreement. Customer expressly relieves Operator of any and all obligations hereunder to provide the facilities and/or services when such facilities and/or services are contrary to law, regulation or ruling.

7 Reports

Operator agrees to provide on a daily basis (a) reports summarizing receipts and deliveries of Customer's Product, into and out of storage, including the quantities received and delivered, the date of each such transaction, (b) reports of the actual inventory of Customer's Product in each of the storage tanks covered by Agreement, and (c) reports on any Product gains or losses. In addition, at the end of each calendar month during the term thereof, Operator shall provide to Customer a report, summarizing for such month, receipts and deliveries of Customer's Product, into and out of storage, the beginning storage inventory, the ending inventory, and any gain or loss of actual physical inventory over computed inventory. All product measurements shall be adjusted to a standard temperature of sixty (60) degrees Fahrenheit.

8 Responsibility for Loss, Damage, or Contamination

Subject to Customer's responsibility under Section G, Operator shall be responsible for any type of loss of or damage (including contamination) to the Product while it is in Operator's custody. In the

event of a loss of or damage to Product while it is in Operator's customer, at Customer's option, Operator will either (a) replace product of like kind and quality at some agreed location or (b) restore Product to receipt quality. Any salvage or residual value received or credited for the lost or damaged Product shall revert to or be credited to Operator in the event that Operator replaces any portion or all of the lost or damaged product. Adjustments for storage and handling losses shall be made pursuant to Section F of the Agreement. Adjustment for other loss, contamination, or damage shall be made upon discovery thereof. If Operator shall make payments under this Section 8 or Section G, it shall bear any applicable taxes or duties related thereto.

9 Verification and Inspection

Customer or its representatives or Customer's customers, at its expense, shall have the right during the term of the Agreement: (a) to make periodic operational inspections of the Facilities, (b) to verify changes made by Operator under this Agreement by requesting Operator to provide any pertinent records including those that substantiate Operator's charges to Customer and those records which are the basis for periodic escalation of the various charges to Customer, and (c) to conduct physical verifications of the amount of Product stored in the Facilities; provided all such inspections shall be made during Operator's normal working hours and after reasonable notice to Operator such that performance of said inspections will not disrupt Operator's operations.

10 Cleaning of Facilities

Cleaning of the Facilities is for the account of Operator. Notwithstanding the foregoing sentence, if cleaning of the Facilities is necessary due to an agreed-upon change in the Product to be stored and/or handled therein during the Term of the Agreement per Customer request, then such cleaning will be for the account of Customer.

11 Insurance

11.1 Customer shall maintain, at its sole cost, at all times while performing under this Agreement, the following insurance coverage with limits not less than but not limited to those limits required below (the "**Insurance**").

11.1.1 Commercial General Liability Insurance unamended or Comprehensive General Liability Insurance with Broad Form CGL endorsement with limits of not less than One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) general aggregate; CG 2503, or its equivalent, amending aggregate limits shall apply.

11.1.2 Business Automobile Liability Insurance covering all vehicles used in the operations of Customer with limits of liability of not less than: Bodily injury One Million Dollars ($1,000,000) each person, One Million Dollars ($1,000,000) each accident; Property damage One Million Dollars ($1,000,000); or a Combined Single Limit of One Million Dollars ($1,000,000) for bodily injury and property damage, such policy to be endorsed with MSC-90 when hazardous material transportation is involved.

11.1.3 Workers' Compensation Insurance and/or Longshoremen's and Harbor Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of Customer performing under this Agreement.

11.1.4 Employers' Liability Insurance protecting Customer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of master-servant relationship with a limit of not less than One Million Dollars ($1,000,000) Each Accident; One Million Dollars ($1,000,000) Disease-Policy Limit; One Million Dollars ($1,000,000) Disease-Each Employee.

11.2 If Customer uses watercraft:

11.2.1 Customer guarantees that for the duration of this Agreement, Vessel(s) will have Protection and Indemnity (P&I) insurance of not less than Five Million Dollars

($5,000,000) for its account through entry of Vessel(s) in one of the International Group of P&I Clubs. In addition, the Vessel(s) will have Hull and Machinery insurance for the current market value of the Vessel(s) with collision liability or, if the Vessel's hull is self-insured, full collision liability insurance shall be included in the Owner's P&I insurance coverage.

11.2.2 Customer acknowledges that it has in place pollution insurance with terms and limits of not less than Ten Million Dollars ($10,000,000) through the International Group of P&I Clubs and that this cover will remain in place throughout the period of this Agreement.

11.2.3 In accordance with the law, Insurance policies shall provide for a written notice of cancellation or material change. Notice of cancellation or change shall not affect the Insurance until thirty (30) days after written notice is received by Customer. Any deductible or retention of insurable risks shall be for Customer's account.

12 Indemnification

12.1 Operator shall defend, indemnify and hold harmless Customer and its affiliates, directors, officers, and agents from and against any loss, damage, claim, suit, liability, judgement and expense (including attorney's fees and other costs of litigation or arbitration) arising out of injury, disease or death of any persons, damage to or loss if any property or fines or penalties to the extent caused by or resulting from negligence of operator, its employees or agents, in the performance of this Agreement, except to the extent that such injury, death, damage to or loss of property may be caused by or resulting from negligence on the part of operator, its employees or agents.

12.2 Customer shall defend, indemnify and hold harmless Operator and its affiliates, directors, officers, and agents from and against any loss, damage, claim, suit, liability, judgement and expense (including attorney's fees and other costs of litigation or arbitration) arising out of injury, disease or death of any persons, damage to or loss if any property or fines or penalties to the extent caused by or resulting from negligence of Customer, its employees or agents, in the performance of this Agreement, except to the extent that such injury, death, damage to or loss of property may be caused by or resulting from negligence on the part of Customer, its employees or agents.

12.3 In no event, shall either Party be liable to, and each Party hereby waives all rights to recover from, the other Party for any special, consequential, incidental, exemplary or punitive loss, damage or expense (including lost profits) or business interruption loss.

12.4 Operator or Customer, as soon as practicable after receiving notice of any suit brought against it under this Section 12, shall furnish to the other full particulars within its knowledge thereof and shall render all reasonable assistance requested by the other in the defense. Each Party shall have the right, but not the duty to participate, at its own expense, with counsel of its own selection, in the defense and/or settlement thereof without relieving the other Party of any obligations hereunder.

12.5 The parties obligations under this section 12 shall survive any termination of the Agreement for a period of two years.

13 Title and Custody

Title to the Product stored and/or handled hereunder shall always remain with Customer. Operator shall be deemed to have custody of and responsibility for Product starting from the time during receipt when it passes (a) the flange connection of the vessel's delivery line, (b) the flange of the receipt line

at Operator's Facility on pipeline receipts, or (c) the tank truck's delivery connection (**"Delivery Point"**), and ending during re-delivery when Product passes (d) the flange connection between Operator's delivery line and the vessel's receiving line, or (e) the pipeline's receiving connections, or (f) the tank car's and/or tank truck's receiving equipment (**"Redelivery Point"**).

14 Taxes

Customer shall pay any and all taxes, assessments, or charges levied on Product covered hereunder as a result of Customer's activities which Operator may be required to pay or collect under any federal, territorial, or municipal law or authority now in effect or hereinafter enacted. Operator shall pay any and all taxes, assessments, or charges levied against it for the performances of services hereunder.

15 Force Majeure

15.1 If a Party (the **"Affected Party"**) is materially prevented, hindered or delayed from performing any of its obligations under this Agreement solely and directly by reason of a Force Majeure Event, the Affected Party shall be relieved of the obligation to comply with and liability for such obligation, provided that the Affected Party has notified as soon as reasonably practicable in writing the other Party of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event. A change of economic, monetary or fiscal circumstance, which renders compliance with the terms of this Agreement uneconomic for either or both Parties, shall not of itself constitute a Force Majeure Event.

15.2 As soon as reasonably practicable after the end of the Force Majeure Event the Affected Party shall notify the other Party in writing that the Force Majeure Event has ended and shall resume performance of obligations under this Agreement.

15.3 For the avoidance of doubt, neither Party is released from any of its obligations or liabilities under this Agreement arising prior to a Force Majeure Event, and this Agreement, subject to Section 15.5, shall remain in effect for the duration of a Force Majeure Event. The Affected Party shall use reasonable endeavors to mitigate the impact of the Force Majeure Event and to remedy its inability to perform as quickly as is reasonably practicable.

15.4 Failure or inability to make payment pursuant to this Agreement shall not be a Force Majeure Event except where such failure is a direct result of a Force Majeure Event.

15.5 If a Force Majeure Event continues for a period of sixty (60) days, then either Party hereto shall be entitled (as its sole remedy therefore) to terminate this Agreement by notice in writing to the other Party and with immediate effect.

15.6 The Parties shall cooperate to minimize any adverse impact of temporary interruptions or shortages which do not amount to a Force Majeure Event.

16 Default

A material breach of any of the terms and conditions of the Agreement by either Party shall constitute a default hereunder. Upon default, the non-defaulting Party shall, within thirty (30) days of knowledge thereof, notify, in writing, the defaulting Party of the particulars of such default and the defaulting Party shall have thirty (30) days thereafter to cure such default. Upon the defaulting Party's failure to cure the default within the thirty (30) days grace period, any and all obligations, including payment payments of fees due hereunder, shall, at the option of the non-defaulting Party, come immediately due and payable. In the event of default and defaulting Party's failure to cure during the cure period, the non-defaulting Party shall also have the option to terminate the Agreement upon written notice to the defaulting Party. The waiver by the non-defaulting Party of any right hereunder shall not operate to waive any other such right nor operate as waiver of that right at any future date upon another default by either Party hereunder.

17 Arbitration

17.1 Any dispute, controversy or claim (whether in tort, contract, under statute, or otherwise) between

the Parties arising out of, relating to, or in connection with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or the relationship between the Parties established by this Agreement and any dispute arising from or relating to those indemnification procedures (each a "**Dispute**"), shall be referred to and finally and exclusively resolved by arbitration. Prior to initiation of arbitration, however, a duly appointed representative of each party shall meet together within five (5) days of one party notifying the other Party of a dispute in an effort to resolve such dispute by discussion between them but failing to resolve such dispute within a further five (5) day period, either party may initiate arbitration as provided below.

17.2 Either Party may initiate arbitration by providing to the other a written notice of arbitration specifying the claims to be arbitrated. If a Party refuses to honor its obligations to arbitrate under this Agreement, the other Party may compel arbitration in either federal or territorial court in Guam. In deciding the substance of any Dispute, the Arbitrators shall apply the substantive laws in the Territory of Guam.

17.3 The arbitral tribune (the "**Tribunal**") shall consist of one (1) arbitrator, to be appointed by both parties. In the event that the parties are unable to agree upon one arbitrator, any party may compel appointment of an arbitrator in either federal or territorial court in Guam.

17.4 The place of the arbitration shall be Guam and the language of the arbitration shall be English. The Guam Rules of Civil Procedure and Guam Rules of Evidence shall apply in the arbitration.

17.5 Should a vacancy arise because any arbitrator dies, resigns, refuses to act or becomes incapable of performing his functions, the vacancy shall be filled by the method by which the arbitrator was originally appointed. When a vacancy is filled, the newly established Tribunal shall have sole discretion to determine whether any hearings shall be repeated.

17.6 If any Dispute arises out of substantially the same facts as are the subjects of an existing dispute (a "Related Dispute"), then the Tribunal appointed or to be appointed in respect of any such existing dispute shall also be appointed as the Tribunal for the Related Dispute.

17.7 Where, pursuant to the above provisions, the same Tribunal has been appointed in relation to two or more Related Disputes, the Tribunal may order that the whole or part of the matters at issue shall be heard together upon such terms or conditions as the Tribunal thinks fit. The Tribunal shall have power to make such directions and any interim, partial or final awards as it considers just and desirable.

17.8 Except as required by applicable law, each Party shall maintain the confidentiality of (a) the existence of any arbitral proceeding; (b) any documents produced or exchanged by the Parties during any arbitration proceeding; (c) any documents prepared during any arbitration proceeding for use therein; and (d) any arbitral award.

17.9 The costs of arbitration, including the cost of the Arbitrators, the expenses related thereto, administrative fees, fees of experts appointed by the Arbitrators and reasonable legal fees of a Party shall be allocated by the Arbitrators to reflect the Party's relative success and failure in the award of the Arbitrators. Any award of the Arbitrators shall be made in United States Dollars.

17.10 Nothing in this Section 17 shall be construed as preventing any Party from seeking conservatory or similar interim relief from any court of competent jurisdiction.

17.11 Any award of the Tribunal shall be made in writing and shall be final and binding on the Parties. The Parties undertake to carry out the award without delay.

17.12 Except as provided in section 17.10 above, the Parties hereby waive any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law, including without limitation, the questions of whether the dispute is arbitrable and within the jurisdiction of the Tribunal, which shall be decided by the Tribunal, and/or review any question of law and/or the merits, insofar as such waiver may validly be made. The Parties shall not be deemed, however, to have waived any right to challenge any award on the ground that the Tribunal lacked substantive jurisdiction and/or the ground of serious irregularity affecting the Tribunal, the proceedings or award.

18 Assignability

This Agreement shall not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Customer shall be allowed to assign this Agreement without written consent of the Operator to a wholly-owned affiliate on a one-time only basis, in the event that all or a substantial portion of Customer's remaining business in Guam are sold or shut down. If any assignment is made pursuant to this Section 18, then such assignment shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto and the assigning Party shall be fully released and discharged from any further obligations or liabilities hereunder for all purposes.

19 Modification

The Agreement shall not be modified or changed except by written instrument executed by the duly authorized manager or officer of the Parties hereto.

20 Notices

Any notice required or permitted hereunder by one Party to the other shall be in writing and the same shall be given and shall be deemed to be served and given if (a) delivered in person to the address set forth in the Agreement for the Party to whom the notice is given, (b) if placed in the United States mail, postage prepaid, addressed to the Party at the address set forth in the Agreement, or (c) sent by facsimile with receipt acknowledged. The addresses for Customer and Operator shall be as specified in the Agreement. From time to time, either Party may designate another address.

21 Independent Contractor

In performing services pursuant to the Agreement, Operator is acting solely as an independent contractor maintaining complete control over its employees and operations. Neither Operator nor Customer is authorized to take any action in any way whatsoever for or on behalf of the other, except as may be necessary to prevent injury to persons or property, or, in accordance with Section 22 of the Agreement, to contain, reduce or clean up any spills that may occur.

22 Spills/Environmental Pollution

In the event of any Product spill or discharge or other environmental pollution, Operator shall commence containment or clean-up operations and shall notify Customer immediately of such operations if such impacts or arises out of the services performed under this Agreement. All costs of containment or clean-up shall be borne by Operator, unless such spill or discharge referred to in this Section 22 is the result of Customer's negligence, in which case Customer shall reimburse promptly Operator for all costs of containment or clean-up as a result of Customer's negligence. In the event a third party is legally liable for costs and expenses borne by Customer under this Section 22, Operator shall cooperate with Customer for the purpose of obtaining reimbursement.

23 Product Specifications

As attached in Exhibit A, which exhibit may be updated from time to time.

24 License to Use/Access Facilities and Ancillary Facilities

For the term of the Agreement, Operator grants a license to Customer and its customers and their representatives for access to and within the Facilities and use of the Ancillary Facilities.

25 Demurrage

25.1 Operator shall have no responsibility for demurrage unless attributable to either breach of this Agreement, the Operator's negligence, or the failure of the Facilities, which include the tanks, pipelines and pumps at the Terminal and the pipelines between the Terminal and the F-1 Dock, in

which event Operator shall reimburse Customer for demurrage paid to the vessel owner by reason of such negligence or failure.

25.2 For purposes hereof, the Facilities shall be deemed to have failed when receiving a discharge from a vessel, the vessel is unable to pump D-Pipeline (16" line) at eighty (80) psi.

26 F-1 Dock

Customer acknowledges the transfer of pipeline (cargo lines or main pipelines A,B & D) is six (6) miles long and has static head lift requirement of one hundred eighty-three feet (183'). Customer acknowledges that the berth, which is owned by the Port Authority of Guam, and managed by Operator, will accept vessels based on the PORT & BERTH RESTRICTIONS/ MAXIMUM & MINIMUM VESSEL CRITERIA section of the Agat Terminal Port and Terminal Information Handbook, which is reviewed, updated and issued by Operator from time to time and copies of which are provided to the Customer and its fuel suppliers. The latest edition of this Handbook, dated October 31, 2013, has the following information:

Maximum LOA:	259 meters
Maximum Breadth:	45 meters
Maximum Vessel Draft Alongside:	16.4592 meters
Maximum Displacement:	108,840 MT
Maximum Freeboard:	23 meters

27 Standard of Performance and HSSE Compliance

The Operator shall:

a) comply with all applicable laws and requirements in regard to its duties and its performance of services under this Agreement and shall instruct its employees to comply with respect to same, including compliance with the provisions of the United States' Foreign Corrupt Practices Act;
b) maintain, repair, renew and operate the Facilities and carry out its obligations under this Agreement in accordance with all applicable laws and to the standard of a Reasonable and Prudent Operator;
c) use and ensure its personnel use Good Industry Practice;
d) obtain, maintain, renew and/or replace all licenses, permits, approvals, clearances, certificates, authorizations and consents required under applicable laws to perform its obligations under the Agreement;
e) notify Customer of any changes under applicable laws affecting this Agreement; and
f) ensure that it and its personnel observe and comply with all operational and safety rules, procedures and requirements pursuant to applicable laws and as set out in this Agreement, including working with Customer to observe Customer's HSSE Policy and Commitment.

The Operator shall take in account the above requirements in establishing or amending any standard operating procedures at the Facilities and Ancillary Facilities for the handling of Products (**"SOP"**). A copy of any such SOP and any changes thereto as it relates to services provided hereunder shall be sent to Customer.

28 Capital Expenditures for Facilities

For the avoidance of doubt, all capital expenditures related to the Facilities (e.g. relocation of pipelines) are for the sole account of Operator and such shall not be passed through to Customer without the express written mutual agreement of the Parties (excluding in any event any costs associated with the removal, lowering, or relocation of the main pipelines for which Customer has paid for in any form or fashion under this Agreement or otherwise); provided, however, that in the event that Customer requests any capital expenditures or upgrades to the Facilities for its use, then such capital expenditures shall be passed through to Customer in a form as mutually agreed upon.

29 Sub-Storage

Customer may make its storage rights under this Agreement available to third parties, in whole or in part, by sub-contract with the prior written consent of Operator, which consent shall not be unreasonably withheld.

30 Operator Safety Policies/Rules

Operator shall communicate in writing to Customer any rules and instructions from the time being in force (collectively "Operator's Safety Rules") applicable to: (a) access to the Facilities and Ancillary Facilities, (b) loading and safety at the Facilities and Ancillary Facilities, and (c) standards applicable to the condition of road tankers loading Product at the Facilities and Ancillary Facilities. Changes to any Operator's Rules shall be communicated by notice in writing to the other Party and shall be effective two (2) weeks from the date of receipt of such changes. The Operator's Safety Rules shall take into account Customer's HSSE Policy and Commitment.

31 Miscellaneous

31.1 If any section or provision of the Agreement or any exhibit or schedule hereto shall be determined to be invalid by applicable law, then for such period that the same is invalid, it shall be deemed to be deleted from the Agreement and the remaining portions of the Agreement shall remain in full force and effect.

31.2 The failure of a Party hereunder to assert a right or enforce an obligation of the other Party shall not be deemed a waiver of such right or obligation.

31.3 This Agreement shall be construed in accordance with the laws of the Territory of Guam, excluding any conflict of law principles that would direct application of the laws of another jurisdiction. This Section 31.3 shall survive indefinitely.

31.4 The Agreement constitutes the entire agreement of the Parties regarding the matters contemplated herein or related thereto, and no representations or warranties shall be implied or provisions added hereto in the absence of a written agreement to such effect between the Parties hereafter.

32 TANK SUBSTITUTION

Following the written request of Operator and only with the subsequent written approval of the Customer, Operator may provide available storage with tanks other than those detailed in the agreement to enable Preventive Maintenance, Tank Cleaning and Internal Inspections, and Tank Farm optimization, provided:

a) The storage tank configuration proposed is determined by Customer to be entirely suitable for Customers use, and no additional costs will arise in Customer's operations from the alternate configuration;
b) Tanks are for Customer's sole use;
c) All works associated with tank substitution, and expenditure on tanks shall be undertaken at Operator's sole cost;
d) During the execution of tank substitution works, Customers product in tank bottoms or pipelines which cannot be recovered at a commercially reasonable cost shall be considered as an acceptable product loss, not subject to the product loss provision in Section G in the standard conditions and Section 8 under the additional terms and conditions. Operator agrees to work with Customer to maximize the recovery.
e) Tank 1913 shall be offered as a substitute tank on comingled basis.
f) Operator and customer agree that within the 5 year term of this contract, operator will substitute tanks as set out in the following schedule in order complete the refurbishment of the primary tank listed in Section C.1

Substitute Tank Details:

Tank No.	Diameter (FT)	Height (FT)	Nominal Capacity (bbls)	Maximum Safe Capacity (bbls)	Percent of Contracted Capacity
1908	84	55	54,163	51,495	51,495/196,000 = 26.27%
1913	67	32	20,094	14,015	14,015/196,000 = 7.15%
1924	80	56	50,135	47,625	47,625/196,000 = 24.29%
Total			**124,392**	**113,135**	**113,135/196,000 = 57.72%**

33 FEES FOR TANK SUBSTITUTION

a) The storage fee shall be adjusted pro-rated to the available storage versus the contracted capacity of 196,000 bbls. For example, if the available storage was reduced to 113,135 bbls, the monthly fee will be adjusted to 113,135/196,000 or 57.72% of the applicable monthly fee.
b) Where the available storage is substituted other than at the beginning of the month, the adjusted fee will be applicable for the number of days in the month that the adjusted available storage was available for Customers use. For example, if the available storage was changed to 113,135 bbls starting from the 11th of the month, the adjusted fee will be applicable for the period 11th to the end of the month, while the original applicable storage will be applied to the first 10 days of the month

34 OPERATOR FUEL LOADING/UNLOADING PROCEDURES

Operator and Customer or its agent shall perform the services required under Section C.3 according to Operator's fuel loading/unloading procedure specified in " Appendix A"

Fuel Loading/Unloading Operation Procedure

Tristar Terminals Guam, Inc.

Document Information

Rev. No.	Doc. Number	Doc. Description	Prepared By	Reviewed By	Approved By
02	TTGI-PRC-HSE-12	Fuel Loading/Unloading Operation Procedures	J. Gacubig	for J. Aflleje	KK. Vikraman

Revision History

Rev. No.	Date	Change Details
00	May 1, 2017	Initial Release
01	December 1, 2017	Additional precautionary requirement for loading at pump station
02	December 26, 2017	Section 9.3 clarification of specific responsibilities during vehicle loading operation.

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1. SCOPE

1.1 This procedure provides instructions and recommendation for bunkering delivery procedures at F1 area and loading/unloading operations at Agat Terminal area

1.2 To provide standard that is compatible with the work process, and provides protection while doing bunkering and loading/unloading of petroleum products.

1.3 This procedure applies to all Tristar Terminals Guam Inc. company vehicle and third party lease vehicle.

1.4 This procedure covers product transfer such as pipeline, terminal, F1 and vehicle tank truck.

2. PURPOSE

2.1 This document describes the HSSE procedure to be followed when doing loading/unloading of petroleum products at F1 and Agat terminal.

2.2 This procedures applies to all performed loading/unloading of petroleum products.

2.3 This procedures outlines the emergency response action to be taken in case any emergency and outlines the emergency requirements and control measures during the operation.

3. REFERENCES

3.1 TTGI HSSE Management System

3.2 TTGI Emergency Rescue Plan

3.3 USEPA Rules and Regulation

3.4 DOT Rules and Regulation

3.5 OSHA 29 CFR 1910 (General Industry)

3.6 USCG applicable rules and regulation

3.7 Guam Department of Motor Vehicle

4. Definition and Abbreviations

4.1 Definitions

4.1.1 Designee – A person designated by TOS/MOS to carry out a duty on his behalf.

4.1.2 Bunkering – Is a process of supplying fuels to the ship for their own use.

4.2 Abbreviations

4.2.1 TTGI- Tristar Terminals Guam Inc.

4.2.2 USEPA – United States Environmental Protection Authority

4.2.3 DOT – Department of Transportation

4.2.4 OSHA – Occupational Safety and Health Administration

4.2.5 SDS – Safety Data Sheet

4.2.6 USCG – United States Coast Guard

4.2.7 TOS – Terminal Operations Supervisor

4.2.8 TOM – Terminal Operations Manager

4.2.9 MOS – Marine Terminal Supervisor

5. Responsibilities

5.1 Terminal Operations Manager

5.1.1 Is responsible for ensuring that supervisor to coordinate in all operation including emergency situation.

5.1.2 TOM carries overall responsibility in loading /unloading operation safety and efficiently.

5.2 Maintenance Engineer

5.2.1 Ensure all tools and equipment are in good condition.

5.2.2 Develop inspection checklist for tools and equipment.

5.2.3 Replacement of tools and equipment if necessary.

5.2.4 Coordinates with terminal and F1 supervisor for equipment maintenance.

5.3 HSSE Engineer

5.3.1 Shall be responsible for monitoring the implementation of this procedure.

5.4 Terminal Operations Supervisor (Terminal Activities)

5.4.1 Responsible to fill in delivery receipt or his designee.

5.4.2 Ensure loading/unloading activities is in accordance with the procedure.

5.4.3 Responsible for initiating emergency response action.

5.4.4 Responsible for incident notification report and investigate as per TTGI accident investigation procedures.

5.4.5 Coordinates with Facility security supervisor/officer for any vehicle entry for loading and unloading activities.

5.5 Marine Operation Supervisor(F1 Activities)

5.5.1 Responsible to fill in delivery receipt or his designee.

5.5.2 Ensure bunkering activities is accordance with the procedure

5.5.3 Responsible for initiating emergency response action.

5.5.4 Responsible for incident notification report and investigate as per TTGI accident investigation procedures.

5.5.5 Coordinates with Facility security supervisor/officer for any vehicle entry for loading and unloading activities

5.6 Facility Security Supervisor/Officer

5.6.1 Shall ensure all personnel and vehicle entering the premises complies with company security rules and regulations.

5.7 Operators (Designated person to perform loading and dispatching operation.)

5.7.1 Operators is responsible to fill in relevant checklist.

5.7.2 Ensure the loading and dispatching operation is performed in accordance to the procedure.

6. TRAINING

6.1 All person involved in this operation shall undergo awareness in safe handling and transfer of petroleum products.

7. PERSONNEL PROTECTIVE EQUIPMENT REQUIREMENT

7.1 Minimum PPE requirement are as follows: (note all PPE will be provided by the employer)

7.1.1 Foot Protection

7.1.2 Eye Protection

7.1.3 Hand Protection

7.1.4 Coverall or Long Sleeves with reflector

7.1.5 Head Protection

(Note: All PPE are in compliance with OSHA requirement)

7.2 Refer to Safety Data Sheet for additional information.

8. TOOL AND EQUIPMENT

8.1 Pumps

8.2 Intrinsically Safe communication equipment

8.3 Transfer hoses

8.3.1 Shall be tested 110 % of hose allowable pressure using water as a test medium.

8.3.2 Frequency of testing shall be done bi annual and copy of certificate to be provided

8.4 Quick connect hose fittings with safety pin

8.5 Flange and quick connect fittings gaskets

8.6 Drip Tray/Drip pan or Buckets

8.7 Spill Kit and Absorbent pads are to be provided in loading and dispatching area with monthly inspection record.

9. PROCEDURE

9.1 General Information

9.1.1 Note: For further information refer to following TTGI documents as a reference

9.1.1.1 Risk Management and Control TTGI-PRC-HSE-04

9.1.1.2 Incident Reporting and Investigation TGGI-PRC-HSE-05

9.1.1.3 Permit to Work System.....TTGI-PRC-HSE-06

9.1.1.4 Hazards Communication Procedure TTGI-PRC-HSE-07

9.1.1.5 Respiratory Protection Program TTGI-PRC-HSE-10

9.2 Operators

9.2.1 Qualified operators will be selected and trained on emergency situation and safe handling of petroleum products during loading and dispatching operation.

9.2.2 A copy of Product Safety Data sheet shall be available on site.

9.2.3 Safety Briefing shall be conducted prior to transfer and include SDS information.

9.2.4 Bunkering Operations(F1 area)

9.2.4.1 Transfer/Bunker transfer sheet prior to bunker operation.

9.2.4.2 Notification and Authorization of both parties required prior to commencing bunker operation and upon completion of the operation.

9.2.4.3 Receive request for bunker services.

9.2.4.4 Identify the tank to be used.

9.2.4.5 Types of product to be bunkered

9.2.4.6 Is there any simultaneous operation

9.2.4.7 Quantity of product to be bunkered

9.2.4.8 Approval from vessel designated person to carry out bunkering.

9.2.4.9 Comply and Inspection documentation requirement prior to bunkering.

9.2.4.10 Dispatch personnel/Operators shall don all PPE requirement for the task.

9.2.4.11 Identify the current level of the pumping and receiving tanks if it is sufficient to handle quantity to be bunkered.

9.2.4.12 Line check and quick connect fittings inspection.

9.2.5 Commencing bunker operation

9.3.8.1 Verify receipt at meter and receiving vessel

9.3.8.2 Verify no leaks on pump, hoses, pipelines and tank.

9.3.8.3 Verify readings on pump gauges.

9.2.6 Completion of bunker operation

9.2.6.1 Secure all valves on meter cart.

9.2.6.2 Drain all hoses to the receiving tanks.

9.2.6.3 Replace all fittings

9.2.6.4 Verify total tank volume and total product transferred.

9.3 Agat Terminal vehicle loading and dispatching operation.*[Responsible Party Marked in Square Brackets]*

9.3.1 General Procedure

9.3.1.1 Filling operation shall be done by trained operators*[Tristar]*

9.3.1.2 Non Intrinsically safe mobile mobile shall deposited at security main gate. *[Hauler/GPA]*

9.3.1.3 Vehicle shall have complete documents as per Federal rules and regulations*[Hauler/GPA]*

9.3.1.4 Vehicle must have daily checklist and pressure ABC type of fire extinguisher *[Hauler/GPA]*

9.3.1.5 Vehicle engine must be switch off. *[Hauler/GPA]*

9.3.1.6 Drivers shall comply all Guam Department of Motor Vehicle rules and regulations. *[Hauler/GPA]*

9.3.2 Prior to loading/unloading

9.3.2.1 Visually check vehicle tank for any incompatible products. *[Hauler/GPA]*

9.3.2.2 Visual checking in all hoses and loading arm quick connection fittings. *[Tristar]*

9.3.2.3 Verify the tank vehicle sufficient volume is available in the storage tank. *[Hauler/GPA]*

9.3.2.4 Secure the tank vehicle with wheel chocks to prevent accidental movement. *[Tristar]*

9.3.2.5 Vehicle parking brake shall be engage. *[Hauler/GPA]*

9.3.2.6 Verify proper alignment of truck loading valves and pumping system is running in good condition. *[Tristar]*

9.3.2.7 Connect properly bonding/grounding prior to connecting to the fuel transfer Point. *[Tristar]*

9.3.3 During Loading/unloading.

9.3.3.1 Driver must stay with vehicle at all times during the operation. *[Hauler/GPA]*

9.3.3.2 Terminal operations supervisor or his designee shall be in full control during the operation. *[Tristar]*

9.3.3.3 Continuously monitoring all loading arm quick connect fittings, piping and hoses during the filling operation. *[Tristar]*

9.3.3.4 When making a connection, shut off the vehicle engine and use the facility Pump but if facility pump is not working vehicle is allowed for pump operation only.

9.3.3.5 Gradually decrease the flow rate to prevent overflow. *[Tristar]*

9.3.3.6 Minimum of two operators during any filling operations must be assigned, one at the receiving area and one at the pump station area. *[Tristar]*

9.3.3.7 Operators shall communicate with each other during filling operation via radio. *[Tristar]*

9.3.4 Loading/Dispatching Completion

9.3.4.1 Close all tanks and loading valves before disconnecting. *[Hauler/GPA]*

9.3.4.2 Verify all vehicle internal and external cover valves before disconnecting. *[Hauler/GPA]*

9.3.4.3 Ensure hatches are close properly and sealed if required by customer. *[Hauler/GPA]*

9.3.4.4 Disconnect the bonding wires or scully if available *[Tristar]*

9.3.4.5 Remove wheel chocks *[Tristar]*

9.3.4.6 Ensure vehicle tank are free from any leaks prior to departure. *[Hauler/GPA]*

Note: If loading to be done in pump station additional precautionary measure to be taken:

9.3.4.7 Empty all the hoses after loading. Use drip tray if necessary. *[Tristar]*

9.3.4.8 Cap the end of the hose before shifting outside the secondary containment area. *[Tristar]*

Note Applicable for Contract# TTGI-SA-2018-01:

Tristar shall have the rights to refuse loading, if the above procedures are not complied with Hauler/GPA.

In addition to the aforementioned sections on responsibilities, Tristar responsibility shall end at the loading arm dry connect fitting.

9.4 Loading and Dispatching of petroleum products from or to F1 area and Agat Terminal

using pipelines.

9.4.1 Marine supervisor shall notify TOM to transfer petroleum products.

9.4.2 Marine supervisor or his designee shall complete all bunkering procedure.

(Refer to section 9.3)

9.4.3 Marine supervisor or his designee shall coordinate with Terminal operations supervisor or his designee before during and after completion of transfer.

9.5 Fire precautions

9.5.1 Adequate and suitable fire extinguisher shall be provided during the operation.

9.2.2 Firefighting awareness to be given to all employees involve in product transfer.

10. ATTACHMENT

10.1 Agat terminal loading gantry area.

Attachment 10.1 Agat terminal loading gantry area

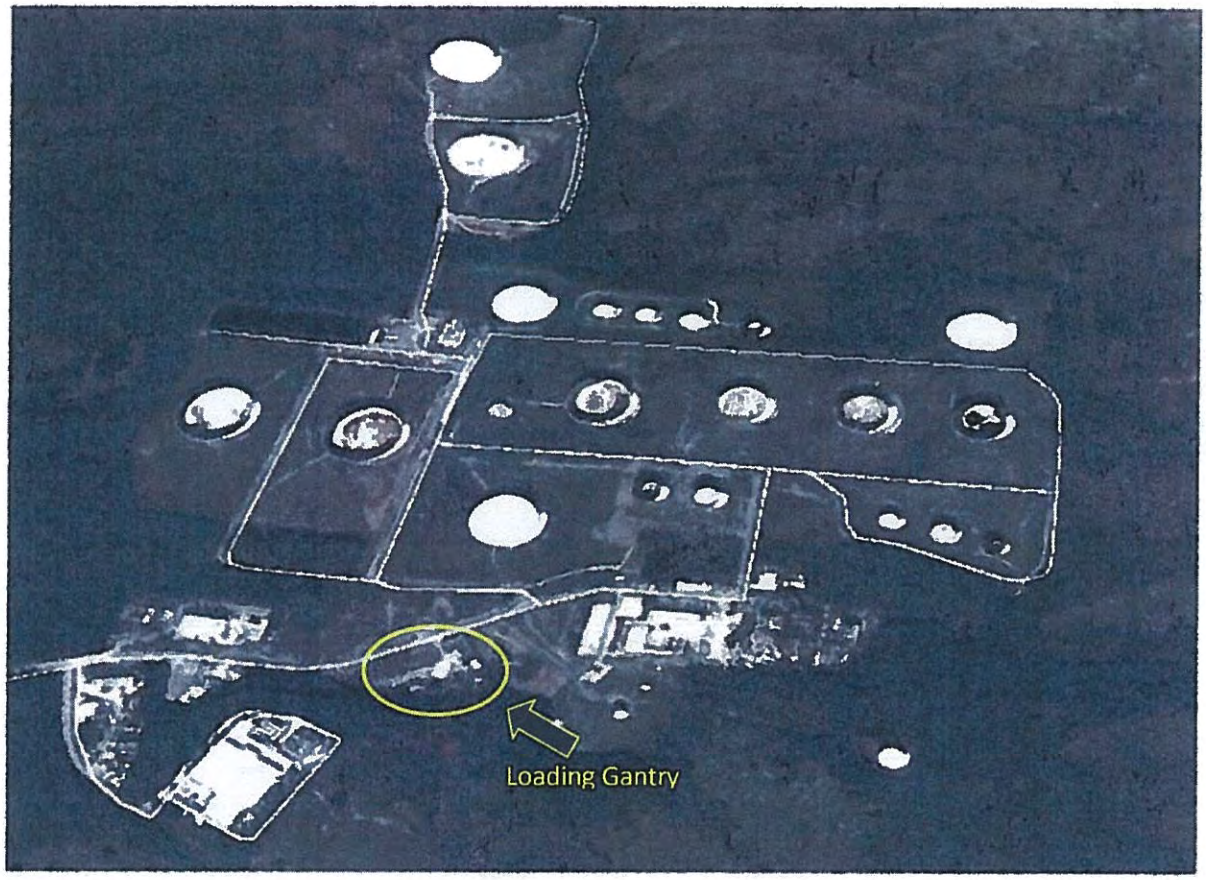
Loading Gantry

EXHIBIT A

Example of Excess Throughput Calculation

Tank 1906 Throughput Statement
for the Inception to Date period 31-Oct-2017: Contract Year 1

Contract Start 1-Dec-16

TANK 1906 CONTRACTED STORAGE CAPACITY 196,000.00

Date	Month	Description of Activity	Incoming(Bbls) @ Ambient	Outgoing(Bbls) @ Ambient	Cumulative Throughputs	Allowed/Excess Throughput	Status	Excess Throughput Qty for the Month	Excess Throughput Charges @ 0.25 for the month
						-588,000.00			
01-Nov-16	Nov-16	M/T XYZ	100,000.00		100,000.00	-488,000.00	Allowed	None	None
31-Dec-16	Dec-16	No Transactions	0.00	0.00	100,000.00	-488,000.00	Allowed	None	None
31-Jan-17	Jan-17	No Transactions	0.00	0.00	100,000.00	-488,000.00	Allowed	None	None
28-Feb-17	Feb-17	No Transactions	0.00	0.00	100,000.00	-488,000.00	Allowed	None	None
31-Mar-17	Mar-17	No Transactions	0.00	0.00	100,000.00	-488,000.00	Allowed	None	None
22-Apr-17	Apr-17	Stock Delivery / Tank 1906 to ABC		20,000.00	120,000.00	-468,000.00	Allowed	None	None
30-May-17	May-17	M/T XYZ	150,000.00		270,000.00	-318,000.00	Allowed	None	None
02-Jun-17	Jun-17	M/T XYZ	100,000.00		370,000.00	-218,000.00	Allowed	None	None
12-Jun-17		Stock Delivery / Tank 1906 to ABC		50,000.00	420,000.00	-168,000.00	Allowed		
20-Jun-17		Stock Delivery / Tank 1906 to ABC		50,000.00	470,000.00	-118,000.00	Allowed		
19-Jul-17	Jul-17	M/T XYZ	200,000.00		670,000.00	82,000.00	Excess	82,000.00	$ 20,500.00
25-Aug-17	Aug-17	Stock Delivery / Tank 1906 to ABC		50,000.00	720,000.00	132,000.00	Excess	50,000.00	$ 12,500.00
02-Sep-17	Sep-17	Stock Delivery / Tank 1906 to ABC		10,000.00	730,000.00	142,000.00	Excess	270,000.00	$ 67,500.00
06-Sep-17		Stock Delivery / Tank 1906 to ABC		10,000.00	740,000.00	152,000.00	Excess		
07-Sep-17		M/T XYZ	100,000.00		840,000.00	252,000.00	Excess		
08-Sep-17		M/T XYZ	100,000.00		940,000.00	352,000.00	Excess		
11-Sep-17		Stock Delivery / Tank 1906 to ABC		10,000.00	950,000.00	362,000.00	Excess		
13-Sep-17		M/T XYZ	20,000.00		970,000.00	382,000.00	Excess		
19-Sep-17		Stock Delivery / Tank 1906 to ABC		10,000.00	980,000.00	392,000.00	Excess		
22-Sep-17		Stock Delivery / Tank 1906 to ABC		10,000.00	990,000.00	402,000.00	Excess		
			770,000.00	220,000.00				402,000.00	$ 100,500.00

Notes:

1 In the above example, excess throughput quantities for the month is indentified under the "Allowed/Excess" Throughput field

2 Allowed Throughput for the respective contract year's is calculated as follows

Contract Year	Allowed Throughput
Y 1	Allowed Throughput = Contract Capacity X 2 + Initial Fill
Y 2	Allowed Throughput = Contract Capacity X 2
Y 3	Allowed Throughput = Contract Capacity X 2
Y 4	Allowed Throughput = Contract Capacity X 2
Y 5	Allowed Throughput = Contract Capacity X 2

3 Excess throughput quantity is calculated as follows:
Allowed Throughput Qty
Less Incoming Bbls @ Ambient + Outgoing Bbls @ Ambient

4 The "status" field denotes if the inbound or outbound transaction is a an allowed or excess throughput transaction

5 Excess throughput charges is calculated by multiplying the "excess throughput qty for the month" and the excess throughput unit charge defined under clause E.1.d i.e. $0.25 per

APPENDIX B

APPENDIX B – PERFORMANCE BOND

PERFORMANCE BOND NUMBER:_____

KNOW ALL MEN BY THESE PRESENTS that

_____

_____

(Name of CONTRACTOR)

herein after called the CONTRACTOR and

_____

_____

(Name of Surety)

a corporation duly organized under the laws of the State of _____ (hereafter referred to as: "Surety") authorized to transact business in Guam as Surety, are held and firmly bound unto the Guam Power Authority, as obligee, for use and benefit of claimants as herein below defined, in the amount of _____ _____Dollars ($_____ _____) for the payment whereof the CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR has by written agreement dated _____, 20____, entered into a Contract with the Guam Power Authority for the **SUPPLY OF DIESEL FUEL OIL NO.2** in accordance with the Specifications prepared by the Guam Power Authority, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then

this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. The Surety hereby waives notice of any alteration or extension of the time made by the Guam Power Authority provided the same is within the scope of the Contract.

B. Whenever CONTRACTOR shall be and is declared to be in default under the Contract by the Guam Power Authority, and the Guam Power Authority has performed its Contract obligations, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Guam Power Authority and the Surety of the lowest responsive, responsible bidder, arrange for a Contract between such bidder and the Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less than balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph shall mean the total amount payable by the Guam Power Authority to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the Guam Power Authority to CONTRACTOR. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Guam Power Authority or successors of the Authority.

C. A claimant is defined as one having a direct contract with the CONTRACTOR, or with a sub-CONTRACTOR of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed to include that part of water,

gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

D. The above-named CONTRACTOR and Surety hereby jointly and severally agree with the Guam Power Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Guam Power Authority shall not be liable for the payment of any costs or expenses of any such suit.

E. No suit or action shall be commenced hereunder by a claimant:

1. Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following:

   The CONTRACTOR, the Guam Power Authority, or the Surety above named, within ninety (90) calendar days after such claimant did or performed that last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be personally served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR at any place the principal maintains an office or conducts it business.

2. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.

3. Other than in a court of competent jurisdiction in and for Guam.

F. The amount of the payment bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be

filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED THIS _____ day of _____ 20___ .

IN THE PRESENCE OF:

(Note: If the Principles are Partners, each must execute the Bond)

_____	_____
(WITNESS)	(CONTRACTOR) (SEAL)
_____	_____
(TITLE)	
_____	_____
(MAJOR OFFICER OF SURETY)	(MAJOR OFFICER OF SURETY)
_____	_____
(TITLE)	(TITLE)
	_____