

Customer Certification and Indemnification for E15 Purchases

HWRT OIL COMPANY, LLC

(SELLER)

_____ (CUSTOMER)

CUSTOMER hereby warrants, represents, and certifies to SELLER that all components of CUSTOMER'S Fuel Delivery System (FDS) are compatible with and/or UL approved for gasoline containing mid-level ethanol blends, including E15 ("E15"). The FDS is defined as each piece of equipment and its components used in transporting, delivering, storing and dispensing E15 once it leaves SELLER'S terminal load arm. This FDS includes, but is not limited to, the drop fittings, vapor lines, vent, storage tanks, pumps, lines, transportation vehicles and trailers (either owned by CUSTOMER or hired as a common or contract carrier by CUSTOMER), dispensers, hoses, nozzles, and all gaskets/pipe thread compounds associated with receiving, storing, handling, and dispensing E15 or other products. Furthermore, CUSTOMER certifies it has met all United States Environmental Protection Agency (U.S. EPA) requirements for dispensing E15 to model year 2001 and newer vehicles, and has an approved U.S. EPA E15 Misfueling Mitigation Plan.

In consideration for SELLER's sale of E15 to CUSTOMER:

CUSTOMER understands, accepts, and assumes the risks associated with E15 and releases SELLER and its agents, employees, affiliated companies, and contractors, and their respective officers, directors, employees and representatives from and waives any and all claims, demands, liabilities, losses, causes of action, fines, costs and expenses that CUSTOMER may have or incur at any time as a result of, related to, or in connection with CUSTOMER's purchase, transportation, storage, handling, use, or sale of E15, including, but not limited to, any environmental contamination, damage to CUSTOMER's FDS, and other property of CUSTOMER and third parties, bodily injury, and death.

CUSTOMER agrees to indemnify and hold SELLER, its agents, employees, affiliated companies, and their respective officers, directors, employees and representatives harmless from and against any and all claims, demands, lawsuits, liabilities, losses, causes of action, fines, penalties, costs and expenses (including reasonable attorney's fees) of every kind and character by whomever brought, including, but not limited to, any environmental contamination, claims for bodily injury, death, damage to property, or violations of law arising from, or occurring or growing out of, or incident to, or resulting from (a) the transportation, storage, handling, use, or sale of E15, (b) any of the statements by CUSTOMER in the first paragraph hereof being untrue or misleading in whole or in part, and (c) the willful and negligent acts and omissions of CUSTOMER and CUSTOMER'S agents, employees, contractors, representatives and invitees.

Signature _____

Printed Name _____

Title _____

Date _____