AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Master Product Purchase and Sale Agreement; Suncor

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: SUNCOR ENERGY (U.S.A.) INC. and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

SUNCOR ENERGY purchased the asphalt supply company in Grand Junction. We would like to purchase oil for pothole patching and chip seal from them.

Fiscal Impact: Budget Sensitve

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/27/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 4/28/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 4/28/2016

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 5/3/2016

Revised April 2015

SUNCOR ENERGY

MASTER PRODUCT PURCHASE AND SALE AGREEMENT

_____ ("**Counterparty**")	Suncor Energy (U.S.A.) Inc. ("**Suncor**")
Address: _____	717 17th Street, Suite 2900
_____	Denver, Colorado 80202
Attention: _____	Attention: Contracts Administrator
Phone Number: _____	Phone Number: 303.793.8022
Fax Number: _____	Fax Number: 303.793.8003
e-mail address: _____	e-mail address: _____

This **Master Product Purchase and Sale Agreement** (this "Agreement") is entered into and effective as of _____ _____, 20__ (the "Effective Date"), between Counterparty and Suncor (as each is defined above). Suncor and Counterparty may hereinafter be collectively referred to in this Agreement as the "Parties," and each individually as a "Party."

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Scope of Master Agreement - Acceptance of General Terms and Conditions.** Except as expressly provided in a separate written purchase and sale agreement executed by both of the Parties, this Agreement shall govern any and all transactions or agreements entered into or consummated between the Parties on or after the Effective Date hereof for the purchase and sale of any petroleum product (including gasoline, distillate, asphalt, resid, slurry oil, propane, or butane), where Suncor is the seller and Counterparty is the purchaser. The General Terms and Conditions attached hereto as **Exhibit A** (the "General Terms and Conditions") are, by this reference, hereby incorporated into, form a part of, and apply to this Agreement and any transaction or agreement subject to this Agreement, including those governed by a Confirmation (as defined in Section 2 below).

2. **Confirmation Procedure.** Each of the Parties agrees that it shall be legally bound to any transaction or agreement agreed to by the Parties (orally or otherwise) for the purchase and sale of any petroleum products, where Suncor is the seller and Counterparty is the purchaser, pursuant to the terms set forth in a written transaction or agreement confirmation delivered by Suncor to Counterparty (each, a "Confirmation"), provided that Counterparty does not deliver written notice under Section 20 of the General Terms and Conditions of its objection to any terms of the Confirmation to Suncor within two (2) business days after its receipt of the Confirmation, after which deadline the Confirmation shall be binding on Counterparty whether or not Counterparty executes and returns the Confirmation to Suncor. If Counterparty provides a timely notice under Section 20 of the General Terms and Conditions objecting to, changing, or proposing any new terms in or to a Confirmation, Suncor shall not be bound by any such proposed changes or new terms unless and until Suncor agrees to such changes or new terms in a writing signed by Suncor. If Counterparty accepts, takes delivery of, or purchases any petroleum products from Suncor pursuant to a purported transaction or agreement documented by a Confirmation which Counterparty has timely objected to, altered, or proposed new terms for, but which changes or new terms have not been assented to in writing by Suncor as set forth above, the terms of the original Confirmation delivered by Suncor (together with the General Terms and Conditions attached hereto) shall govern any such transaction or agreement and all sales thereunder. In the event that Counterparty accepts, takes delivery of, or purchases any petroleum products from Suncor without a valid Confirmation or separate purchase and sale agreement between the Parties, the General Terms and Conditions to this Agreement shall nonetheless govern such transactions. In the event that Counterparty accepts, takes delivery of, or purchases any product that is not listed in a valid Confirmation or separate purchase and sale agreement, the price for such product will be Suncor's posted rack price for such product in effect at

the time Counterparty lifts such product; provided that, notwithstanding the foregoing, Counterparty shall have no right to purchase, and Suncor shall have no obligation to sell, any product not listed in a valid Confirmation or separate purchase and sale agreement.The Parties agree that this Section shall govern in accordance with C.R.S. § 4-1-302(a).

3. **Conflicts.** To the extent, and only to the extent, that the terms in any Confirmation or other valid written purchase and sale agreement subject to this Agreement expressly contradict or are inconsistent with those set forth in the General Terms and Conditions, the terms of the Confirmation or other purchase and sale agreement shall govern and control. Otherwise, any additional rights or obligations set forth in the General Terms and Conditions, even if relating to a subject matter addressed in the Confirmation or other purchase and sale agreement, shall be binding on both Parties.

4. **Confidentiality.** This Agreement is to be maintained strictly confidential by the Parties pursuant to Section 23 of **Exhibit A.**

5. **Counterparts.** This Agreement may be executed on one or more counterparts, all of which taken together shall be deemed to constitute one and the same instrument. Each counterpart to this Agreement may be delivered by any method permitted under Section 20 of the General Terms and Conditions, including facsimile or e-mail, and each counterpart so delivered shall constitute an original.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date.

SUNCOR:	**COUNTERPARTY:**
SUNCOR ENERGY (U.S.A.) INC.	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

Exhibit A

Suncor Energy (U.S.A.) Inc.
General Terms and Conditions

1. **General.** For purposes of these General Terms and Conditions, the term "Agreement" shall mean and include these General Terms and Conditions and the Master Product Purchase and Sale Agreement between the Parties, to which this Exhibit A forms a part (the "MPPSA"), Confirmation(s) (as defined in the MPPSA), and/or other purchase and sale agreement(s) between the Parties to which these General Terms and Conditions expressly form a part. Unless otherwise defined herein, all capitalized terms herein (including "Suncor" and "Counterparty") shall be defined pursuant to the terms of the MPPSA, Confirmation, and/or or other mutually executed purchase and sale agreement, as applicable, to which this Exhibit A forms a part.

2. **Measurement.**

Tank Truck/Tank Car Deliveries. Volumes of Product delivered into tank trucks or rail tank cars shall be measured using calibrated meters at or near the applicable loading point. If meters are not available at or near the loading point, the driver or tank car loader, as applicable, shall innage/ullage each tank truck and/or tank car immediately before and immediately after delivery of the Product to determine the volume(s) of Product delivered. These innages/ullages shall be converted to net delivered gallons based on each tank truck's or tank car's official calibration tables.

Pipeline Deliveries. At the time of delivery, the meter operator shall read the applicable meters installed on the pipeline(s) at or near the applicable Delivery Point to determine the volume of Product delivered.

Other. If the applicable measurement method(s) described above are not available, the Parties shall establish another mutually acceptable method for determining the volume of Product delivered.

All volumes of delivered Product shall be corrected for temperature to 60 degrees Fahrenheit in accordance with then current ASTM standards and revisions, which, as of the Effective Date, is ASTM D-1250 / Petroleum Measurement Table 6B or ASTM D-4311-04 Table 2, as applicable, for the Product purchased and sold hereunder. The term "barrel" means 42 U.S. gallons of 231 cubic inches per gallon. All measurements and/or tests shall be made in accordance with the latest standards or guidelines published by the API or ASTM. The meter operator shall, upon request, allow the other Party to witness meter proving and review and copy relevant meter proving records.

3. **Demurrage**. Counterparty is responsible for any and all demurrage and detention charges incurred on rail tank cars in connection with the loading or unloading of Product pursuant to this Agreement, and shall pay in accordance with Section 5 all such demurrage and detention charges that are incurred by Suncor and invoiced to Counterparty. Without limitation or duplication of the foregoing, Suncor shall have the right (but not the obligation) in its sole discretion to charge Counterparty demurrage at the rate of $50.00 per rail tank car per day for any rail tank car that is transported with Product purchased under this Agreement, beginning with the sixth day after the day the rail tank car is placed at the point designated by Counterparty, or constructively placed, through and including the day such rail tank car is released. In addition, Suncor shall also have the right (but not the obligation) in its sole discretion to charge Counterparty a storage charge for any rail tank car that is placed for loading at Suncor's Hudson, Colorado terminal storage tracks or at the Denver, Colorado Union Pacific Railroad 36th Street Yard at the rate of $50.00 per rail tank car per day, beginning with the sixth day after the day Suncor provides notice to Counterparty of the incurrence of such storage charges until the day such rail tank car is removed. Suncor may, in its sole discretion, increase the daily demurrage and/or storage rates in this Section 3 by notice to Counterparty to a rate not to exceed the maximum daily demurrage rate charged to Suncor by any rail carrier. As used in this Section 3, a "day" means any full or partial day, beginning at 12:01 a.m., Denver, Colorado time; a rail tank car shall be deemed "constructively placed" when, because of some disability on the part of any person or entity other than Suncor, the rail tank car cannot be placed for loading or unloading at the designated point and is placed elsewhere (in which case it shall be subject to demurrage to the same extent as if it was actually placed at the designated point); and a rail tank car shall be deemed "released" when advice is provided by Counterparty to the authorized personnel of Suncor that such rail tank car is unloaded and available.

4. **Warranty**. Suncor warrants that (a) it has the right to dispose of all Product sold and transferred under this Agreement, (b) Product delivered to Counterparty hereunder will be free from all lawful security interests, liens and adverse claims created by, through or under Suncor, and (c) Product delivered hereunder shall conform to the specifications contained in this Agreement. **THE ABOVE IS SUNCOR'S ONLY WARRANTY CONCERNING PRODUCT AND THIS AGREEMENT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SUNCOR), INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY**

OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSES ARE KNOWN TO SUNCOR. NOTWITHSTANDING THE WARRANTY SET FORTH ABOVE, TO THE EXTENT COUNTERPARTY PURCHASES DIESEL PRODUCTS CONTAINING BIODIESEL IN EXCESS OF 5% OF SUCH PRODUCTS, SUNCOR EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSES ARE KNOWN TO SUNCOR), WITH RESPECT TO SUCH PRODUCTS.

5. **Payment; Pricing**. Unless otherwise agreed to in writing, Suncor shall furnish Counterparty with invoices for all Product sold and delivered to Counterparty hereunder, and Counterparty shall, upon receipt of each invoice, make payment to Suncor immediately in accordance with the terms of payment provisions of this Agreement without any deduction or set-off. Counterparty hereby acknowledges and agrees that OPIS and Platts posted rack prices for Products at the applicable Delivery Point (whether Suncor's posting, an average posting, or any other posting), are a variable pricing component frequently used in the industry and by Suncor for setting the price for petroleum products, including Product, are commercially reasonable industry standard mechanisms for pricing, and that utilizing any of these rack prices as a component of the price for Product is a good faith mechanism for establishing the price for Product hereunder. If the due date falls on a Saturday, Sunday, or statutory holiday in Colorado, Counterparty shall make payment on the following business day. Suncor shall deliver each invoice to Counterparty by facsimile or electronic transmission, unless otherwise agreed in writing by the Parties. Each invoice shall be deemed received upon successful transmission of the invoice by Suncor to Counterparty or actual receipt by Counterparty, whichever occurs first. All payments hereunder shall be made by Electronic Funds Transfer ("EFT") or Automated Clearing House ("ACH") into such account(s) as designated by Suncor, unless otherwise agreed by the Parties. Counterparty agrees to execute an EFT or ACH authorization agreement ("EFT/ACH Agreement") in a form approved by Suncor from time to time. In the event that Counterparty fails or ceases to make payment to Suncor pursuant to the manner and method set forth above, Suncor shall, without limiting, and in addition to, those rights set forth in Section 16 below, have the right to immediately cease supplying or selling Product to Counterparty, to accelerate all outstanding amounts owing as immediately due and payable, and to terminate this Agreement. The Parties agree that C.R.S. § 13-21-109 shall apply, and the provisions of such statute (as further defined by this Section) are hereby incorporated by reference, to any EFT or ACH draft, draw, or transaction made to pay amounts owed under this Agreement pursuant to an EFT/ACH Agreement (each, an "EFT/ACH Draw"), and for purposes of interpreting C.R.S. § 13-21-109 (a) an EFT/ACH Draw shall constitute a "check, draft, or order," (b) the initiation of an EFT/ACH Draw (whether by Suncor or Counterparty) with Counterparty's financial institution shall constitute both its "making" and "presentment," (c) the date that the EFT/ACH Draw is initiated (whether by Suncor or Counterparty) shall be the date that it is "made" and "issued," (d) the amount of the EFT/ACH Draw shall constitute its "face amount," and (e) the term "maker" shall apply to Counterparty even if the EFT/ACH Draw is initiated by Suncor. The Parties each hereby expressly waive any right to contest or otherwise object to C.R.S. § 13-21-109 applying to any EFT/ACH Draw as set forth in this Section.

6. **Taxes**. Counterparty shall pay, in addition to applicable prices hereunder, any and all applicable taxes, duties, imposts assessments, withholdings, dues and other charges of any nature, including-sales and use taxes (but excluding any income or franchise taxes), together with all fines, interest, penalties on or in respect of the foregoing (collectively, "Taxes"), imposed by any foreign, federal, state, tribal, municipal or local governmental or regulatory authority or agency (collectively, a "Governmental Authority") arising out of or relating to the sale, use or transportation of Product, or any services performed or deemed performed in connection therewith. Failure of Suncor to add any such Taxes to the invoice shall not relieve Counterparty from any liability for such Taxes, and Counterparty shall indemnify and reimburse Suncor for any such Taxes immediately upon written notice. In the event of a Tax claim, demand or audit of a Governmental Authority alleging that Suncor is liable for any such Taxes, Counterparty agrees to provide such documentation and take such further actions as Suncor shall reasonably request to evidence Counterparty's liability and responsibility for such Taxes, and to cooperate with Suncor in connection with any such claim, demand or audit. If Counterparty seeks to claim any Tax exemption status in connection with any purchases of Product hereunder, then Counterparty shall provide to Suncor all proper exemption certificates and such other evidence as Suncor may request that Counterparty is entitled to the exemption before the delivery of any applicable Product.

7. **Warning**. **THE PRODUCT SOLD BY SUNCOR MAY BEAR OR CONTAIN HAZARDOUS CHEMICALS, RESIDUES OR OTHER HAZARDOUS MATERIALS WHICH MAY BE, OR MAY BECOME BY CHEMICAL REACTIONS OR OTHERWISE, DIRECTLY OR INDIRECTLY HAZARDOUS TO LIFE, HEALTH OR PROPERTY BY REASON OF TOXICITY, FLAMMABILITY, EXPLOSIVENESS, OR FOR OTHER SIMILAR OR DIFFERENT REASONS DURING TRANSPORTATION, USE, HANDLING, REMOVAL, REFINING, CLEANING OR RECONDITIONING.**

Suncor has provided or shall, upon Counterparty's written request, provide Counterparty with Material Safety Data Sheets concerning the applicable Product, which shall be made a part of this Agreement and which contain information regarding health risks and recommendations for the safe use and handling of the Product. Counterparty shall read and comply with such Material Safety Data Sheets and the above warning, and undertake to exercise the degree of care required to protect persons and properties from all hazards of the Product disclosed in the Material Safety Data Sheets and warning, including by: (a) providing employees of Counterparty and its affiliates who may be handling the Product with appropriate safety equipment and ensuring such safety equipment is adequately maintained and properly used, and (b) warning third parties who may purchase or come into contact with the Product or who handle or transport the Product on behalf of the Counterparty of the aforesaid hazards of the Product.

8. **Allocation.** The amount of Product to be supplied to Counterparty shall be subject to any good faith allocation program which Suncor may find necessary to effect for any reason, including shortage of Product or government regulation. Suncor may allocate its available Product to its customers (including Counterparty) in a manner as determined by Suncor in its sole discretion. Counterparty hereby acknowledges and agrees that the branded gasoline Products sold by Suncor are of a different grade and quality than the unbranded gasoline Products sold by Suncor, and that Suncor may apply different allocations programs among its customers purchasing branded Products and unbranded Products. When an allocation program is in place, Suncor shall have the right to impose a surcharge on any Product purchased which exceeds 100% of Counterparty's allocation upon twenty-four (24) hours prior notice. In the event Suncor's inventory, ability to refine or sources of supply of crude petroleum or refined petroleum products are not sufficient to meet demand at Suncor's normal or assigned supply sources (regardless of whether Suncor may have diverted supply to other supply sources to alleviate shortages at such other supply sources), Suncor shall not be bound to acquire by purchase or otherwise additional quantities of crude petroleum or refined petroleum products from other suppliers or to take any other action which is uneconomic for Suncor, as determined in Suncor's sole discretion. Suncor may, but is not obliged to, designate a temporary alternate source of supply and/or offer Counterparty temporary substitute Product. No allocation pursuant to this Section 8 shall operate to extend the period of this Agreement and Suncor shall not be obligated to make available any quantities omitted due to any allocation program.

9. **Force Majeure**. If either Party to this Agreement fails to observe or perform any of the covenants or obligations herein, in whole or part, to the extent that such failure is occasioned by war, flood, fire, explosion, extreme heat or cold, earthquake, storm, riot, labor dispute causing work stoppage, strike, lockout, act of God, disruption or breakdown of production facilities, refining or transportation facilities, failure of transportation providers to furnish transportation, failure of suppliers to furnish supplies, any law, regulation, rule, order or action of any court, agency, or instrumentality of any Governmental Authority after the Effective Date, or any other cause or causes, whether similar or dissimilar, without enumeration, beyond the reasonable control of such Party, but excluding lack of funds or inability to pay, such failure shall be deemed not to be a breach of the covenants or obligations under this Agreement, provided that the Party claiming such failure shall give the other written notice, as soon as reasonably practicable, of the occurrence affecting it. This Section 9 shall not, however, relieve any Party from any obligations, including obligations to pay for Product, incurred prior to validly invoking force majeure. The Parties further agree at the conclusion of any force majeure event, neither Suncor nor Counterparty shall have any obligation to each other with respect to any quantities of Product not purchased or delivered as a result of such force majeure event. No condition of force majeure shall operate to extend the term of this Agreement or any renewal thereof.

10. **Indemnity**. Counterparty shall defend, indemnify, and hold Suncor, its parent, subsidiaries, affiliated companies and their officers, directors, employees, and agents (the "Indemnified Parties") harmless from and against any and all liabilities, claims, actions, suits, damages, fines, penalties, judgments, losses, costs and expenses (including reasonable attorney's fees, court costs, expert fees, and all other legal expenses) of every type and character (collectively, "Claims") (including Claims for personal injury to or death of any person, for damage to, loss of, or destruction of any personal or real property, for environmental damages and remediation, and for breach of warranty) brought by Counterparty or any third party, including Counterparty's customers, arising out of or related to this Agreement, the transactions contemplated hereby, or the Product (including its storage, handling, commingling, transportation, resale, or use) except to the extent that any such Claim is caused by (a) the negligence or willful misconduct of any of the Indemnified Parties, or (b) any breach of this Agreement by any of the Indemnified Parties.

11. **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, BUT EXCLUDING DAMAGES TO WHICH EITHER PARTY IS ENTITLED UNDER THE EXPRESS PROVISIONS OF ANY STATUTE (NOT OTHERWISE EXPRESSLY WAIVED HEREUNDER) AND CLAIMS BROUGHT BY ANY THIRD PARTY, INCLUDING COUNTERPARTY'S CUSTOMERS, THAT ARE SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT. Suncor's liability with respect to this Agreement, any Product delivered hereunder, or any action relating to the same (whether in contract, equity, tort, or otherwise) shall be limited to, and shall not exceed, the lesser of: (a) the actual amount of direct damages incurred, or (b) the actual amount paid by Counterparty for the applicable Product giving rise to such liability. Any and all Claims against the other Party arising out of or relating to this Agreement or the transactions contemplated hereby (except for Claims by Suncor for a failure to pay Suncor any amounts due hereunder) must be filed in a court in the State of Colorado and served on the other Party no later than one (1) year after the date that the Party had actual or constructive knowledge of such Claims. The Parties hereby agree that any such Claims not so timely filed and served shall be deemed expressly waived, and, for clarity, with respect to any Claims that are timely filed and served, the scope of such Claims shall be expressly limited to one (1) year prior to the date the Claims were filed and served and any Claims relating to or arising from the time period prior to such one (1) year period shall be deemed expressly waived.

12. **Applicable Law; Forum Selection; Waiver of Right to Jury Trial**. This Agreement shall be governed by and construed in accordance with laws of the State of Colorado, without regard to conflicts of laws principles. Each of the Parties irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of the State of Colorado and of the United States of America located in the City of Denver, Colorado for any actions, suits, or proceedings arising out of or relating to this Agreement or the

transactions contemplated thereby, and each of the Parties further agrees not to commence any action, suit, or proceeding except in such courts. Each of the Parties also hereby irrevocably and unconditionally waives any objection to the laying of venue of any such proceedings in such courts located in the State of Colorado, and waives and agrees not to plead or to make any claim that any proceeding brought in any court in the State of Colorado has been brought in an improper or inconvenient forum. **EACH OF THE PARTIES HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

13. **Assignment**. No rights or obligations arising under this Agreement shall be assigned by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed; provided, however, that Suncor and its successors and assigns may, without the consent of or notice to the Counterparty, sell, transfer, pledge, encumber and/or assign from time to time any part of, or any interest in, the indebtedness of Counterparty to Suncor pursuant to this Agreement, together with any security interests, liens, property, guarantees and other agreements or arrangements supporting or securing payment of same, and/or declare that another person has a beneficial interest therein; and provided, further, that Suncor may sell, assign and/or transfer (including by merger or other operation of law) all of its rights and interests in this Agreement to any of its assignees or to the transferee or successor of or to all or substantially all of the assets of Suncor.

14. **Title and Risk of Loss**. Title to and risk of loss of the Product shall pass to Counterparty (and delivery and purchase of such Product shall be deemed to occur) at and upon delivery at the Delivery Point specified in this Agreement. It is expressly understood and agreed by the Parties that the passage of title and risk of loss as set forth above is not conditioned upon the delivery or receipt of Bills of Lading or pipeline meter tickets.

15. **Credit**. Suncor, at its sole and absolute discretion, may extend credit or a line of credit to Counterparty on such terms as Suncor shall specify from time to time, and Counterparty shall pay Suncor for Product strictly in accordance with such terms and any other payment terms applicable at the time of delivery. Suncor reserves the right to modify or withdraw such credit and/or credit terms at any time, at its sole and absolute discretion, without prior notice to Counterparty.

16. **Security**. Without limiting any other provision of this Agreement, if Suncor, in its sole discretion, believes that it has grounds for insecurity regarding the performance of any obligation under this Agreement by Counterparty (whether or not then due) for any reason (including an unsatisfactory determination of Counterparty's creditworthiness by Suncor, the occurrence of a Material Change (as defined below) in the creditworthiness of Counterparty, Counterparty's failure to timely pay any invoice, or Counterparty's breach of any credit terms extended by Suncor), Suncor shall have the right to do one or more of the following: (a) without notice, suspend indefinitely any and all sales of Product to Counterparty, (b) without notice, suspend, withdraw, alter, or terminate any credit or line of credit previously extended to Counterparty, and (c) make Performance Assurance (as defined below) a condition precedent to the further supply of Product and/or extension of credit to Counterparty, which Counterparty shall provide and maintain during the term of this Agreement or any extension hereof or until such requirement is waived by Suncor. If Suncor elects to suspend, withdraw, or terminate any previously extended credit or line of credit as provided above, Suncor may, at its sole and absolute discretion, immediately accelerate all amounts owing to Suncor under this Agreement (whether or not due) as immediately due and payable payment.

In this Section 16, "Performance Assurance" shall mean sufficient security in a form, amount, and term acceptable to Suncor, in its sole discretion, which may include a standby irrevocable letter of credit, a prepayment, a security interest in one or more assets, or a performance bond, and "Material Change" shall mean that the senior long-term debt or deposits of Counterparty, or in the event of reorganization, the resulting, surviving or transferee of Counterparty is or are, as the case may be, rated less than BBB by Standard & Poor's Corporation or Baa2 by Moody's Investors Service, Inc.

17. **Default**. Without limiting any other provision of this Agreement, in the event (each an "Event of Default") either Party (the "Defaulting Party"): (a) makes an assignment or agrees to any general arrangement for the benefit of creditors; (b) files a petition or otherwise commences, authorizes, or acquiesces in the commencing of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (c) otherwise becomes bankrupt or insolvent (however evidenced); (d) is unable to pay its debts as they fall due; (e) has a receiver, provisional liquidator, conservator, custodian trustee or other similar official appointed with respect to it or substantially all of its assets; (f) fails to provide Performance Assurance within two (2) business days (being any day other than a Saturday, Sunday or statutory holiday in Colorado) after a written request by Suncor; (g) has failed to purchase 90% of the monthly ratable portion of the contractual volume for any Product during any month, where "monthly ratable portion" shall mean: (i) if the volume for the Product under the applicable purchase and sale agreement or Confirmation is stated on a monthly basis (including if described as "approximate"), such monthly volume, or (ii) the quotient of the aggregate volume for the Product under the applicable purchase and sale agreement or Confirmation (including if described as "approximate") divided by the total months of the term thereof, (h) has breached or defaulted in the performance of any other term or condition of this Agreement, and failed to have cured such breach or default within ten (10) calendar days after receiving written notice from the other Party; or (i) has not paid any amount due on or before the second business day following the due date for such amount; then the other Party (the "Non-Defaulting Party") shall, in addition to any other rights or remedies which it may have at law or in equity, have the right, at its sole

discretion, to (1) immediately withhold and/or suspend the delivery or acceptance of Product upon notice, (2) immediately accelerate all amounts owing under the Agreement (whether or not otherwise due) as immediately due and payable, and/or (3) terminate this Agreement and/or any transactions hereunder.

18. **Quality and Quantity Claims.** Counterparty agrees to give Suncor written notice of any claims of defect in quality or shortage in quantity within seven (7) days after the relevant Product is delivered. Counterparty shall inspect the Product and, whenever possible, any equipment used to make the delivery of such Product in order to determine the cause of any defects or shortages and notify Suncor within above-specified time period. IF COUNTERPARTY FAILS TO PROVIDE SUNCOR WITH WRITTEN NOTICE OF ANY CLAIM OF DEFECT OR SHORTAGE WITHIN SEVEN (7) DAYS AFTER DELIVERY OF THE PRODUCT, COUNTERPARTY AGREES THAT IT WILL HAVE WAIVED THE RIGHT TO MAKE OR PURSUE SUCH CLAIM(S). If Counterparty gives Suncor timely notice of a defect in quality, Counterparty shall give Suncor the opportunity to test the Product in question. If the Product is found to have been contaminated while in Suncor's custody, Suncor shall pay for such test. If the Product is found to have been contaminated after it has left Suncor's custody, Counterparty shall pay for such test.

19. **Interest**. Counterparty shall pay interest on all amounts that are owing to Suncor and overdue at the rate of eighteen percent (18%) per annum, compounded on a monthly basis, or the maximum rate authorized by law, whichever is less. Interest shall be calculated from the date that the amount becomes overdue, regardless of whether Suncor has made demand for payment from the Counterparty. Counterparty shall pay all of Suncor's costs and expenses (including reasonable attorney's fees, expert fees, court costs, and all other legal expenses) incurred collecting past due payments.

20. **Notices**. All notices, invoices and reports required or permitted under this Agreement must be in writing and must be delivered by e-mail, facsimile, or certified mail return receipt requested, at the contact information provided on the first page of this Agreement; provided, that in the case of notice (but not invoices and reports) to Suncor, such notice must also be delivered to the following address for such notice to be effective and delivered:

Suncor Energy (U.S.A.) Inc.
717 17th Street, Suite 2900
Denver, Colorado 80202
Attention: Legal Affairs
Phone Number: (303) 793-8041
Fax Number: (303) 793-8057
e-mail address: petrobinson@suncor.com

All such notices, invoices and reports shall be deemed delivered upon the day of actual receipt by the receiving Party or confirmation of such receipt (whichever occurs first) at the address or addresses provided in this Agreement if occurring on or before 5:00 p.m. (Mountain time), and on the day following such receipt or confirmation of receipt if occurring after 5:00 p.m. (Mountain time). Each Party may change any of its contact information provided in this Agreement by written notice to the other Party in accordance with this Section 20.

21. **Security Interest**. As security for the payment and performance of all obligations, indebtedness, and liabilities of Counterparty arising under this Agreement or under any other agreement, instrument or arrangement between Counterparty and Suncor, whether now existing or arising in the future, whether direct, indirect, related, unrelated, fixed, contingent, liquidated or unliquidated, together with all costs, expenses and reasonable attorney's fees and expert fees paid or incurred by Suncor at any time before or after judgment in attempting to collect any of the foregoing, Counterparty hereby grants to Suncor, its successors and assigns, a continuing and unconditional security interest in and to all goods (including all Product and inventory (as such term is defined in the Uniform Commercial Code)) sold to Counterparty by Suncor under this Agreement, under any other agreement, instrument or arrangement between Counterparty and Suncor, or otherwise, and any proceeds thereof. Counterparty authorizes Suncor to file and record all financing statements, continuation statements and other instruments necessary or desirable to perfect or effectuate the provisions of this Section 21, and to send authenticated notifications to the holders of any conflicting security interests as to the security interest granted under this Section 21.

22. **Set-Off**. If any amount payable by Counterparty hereunder is not paid as and when due, Counterparty authorizes Suncor to proceed without prior notice by way of set-off, counterclaim or otherwise against any assets of Counterparty that may at any time be in the possession of Suncor, including against any amounts owing from Suncor to Counterparty. Counterparty agrees that it does not have, and hereby expressly waives, any right of offset or setoff under this Agreement, at law (including under any statute), and in equity against any amounts owing from Counterparty to Suncor hereunder.

23. **Confidentiality.** Suncor and Counterparty each agrees to hold in the strictest confidence the terms of this Agreement and any information containing any of the terms of this Agreement, including pricing and volume information (collectively, "Confidential Information"), and not to disclose it to any third party without the prior written consent of the other Party, unless required by law or request of any Governmental Authority, subject to Section 24 below. Suncor and Counterparty shall be entitled to disclose

Confidential Information to its attorneys, tax advisors, and employees, provided that prior to any such disclosure, such persons agree to be bound by the terms of this Section 23. In the event either Party breaches the confidentiality obligations set forth herein, the other Party shall have the right to immediately terminate this Agreement upon notice to the other Party. This Section 23 shall survive any termination, expiration, or non-renewal of this Agreement for a period of two (2) years.

24. **Subpoenas.** In the event that either Party receives a subpoena or other legal process requesting it to produce any documents or tangible things relating to this Agreement, including any Confidential Information (collectively, a "Subpoena"), the subpoenaed Party agrees that it shall: (a) immediately provide the other Party notice of and a copy of any Subpoena, (b) if permitted by law, not produce any documents or tangible things until it receives an order from the relevant court or administrative body, or written consent from the other Party, and (c) in any event, shall only produce such documents and tangible things as are expressly required by the Subpoena or order of the court, strictly construed.

25. **Records and Audit Rights.** Each Party agrees to maintain all records created in the course of such Party's performance under this Agreement for a period of three (3) years, and shall continue to maintain such records for a period of two (2) years after the expiration of this Agreement. Each Party shall have the right to inspect and audit the other Party's books and records related to this Agreement and the transactions contemplated hereby, at the initiating Party's sole cost and expense, upon written notice and at such times so as to not unreasonably interfere with the other Party's business, as to be mutually agreed upon by the Parties. However, a Party can only conduct one audit per year, and the same year cannot be re-audited. This Section 25 shall survive any termination, expiration, or non-renewal of this Agreement for a period of two (2) years.

26. **Forward Contract.** The Parties agree that this Agreement shall constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

27. **Ethics: Commissions and Gifts.** No director, officer, employee, or agent of either Party in their individual capacity shall give or receive any commission, fee, or rebate to or from any director, officer, employee, or agent of the other Party. Neither Party shall enter into business arrangements with the directors, officers, or employees of the other Party, unless such directors, officers, or employees are acting as representatives of the other Party.

28. **Waiver.** The delay or failure of any Party to enforce any of its rights under this Agreement arising from any default or breach by the other Party shall not constitute a waiver of any such default, breach, or any of the Party's rights relating thereto. No custom, practice, course of dealing or course of performance that may arise between the Parties in the course of their business dealings or relationship will be construed to waive any Party's rights to either ensure the other Party's strict performance with the terms and conditions of this Agreement, or to exercise any rights granted to it as a result of any breach or default under this Agreement. Neither Party shall be deemed to have waived any right conferred by this Agreement or under any applicable law unless such waiver is set forth in a written document signed by the Party to be bound, and delivered to the other Party. No express waiver by either Party of any breach or default by the other Party shall be construed as a waiver of any future breaches or defaults by such other Party.

29. **Headings, References, Titles and Construction.** The headings used in this Agreement are for convenience only and shall not be used for the purpose of construction or interpretation. All references in this Agreement to Exhibits, Sections and other subdivisions refer to the Exhibits, Sections and other subdivisions of this Agreement unless expressly provided otherwise. Titles and headings appearing at the beginning of any subdivision are for convenience only and do not constitute any part of any such subdivision and shall be disregarded in construing the language contained in this Agreement. The words "this Agreement," "herein," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The phrase "this Section" and similar phrases refer only to the Section hereof in which the phrase occurs. The word "or" is not exclusive, and "including" (and its various derivatives), means "including without limitation." Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender. Words in the singular form shall be construed to include the plural and words in the plural form shall be construed to include the singular, unless the context otherwise requires. In the event an ambiguity or question of intent or interpretation of this Agreement arises, this Agreement shall be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a Party as a result of authorship or drafting of any provision of this Agreement.

30. **Entire Agreement; Modification.** This Agreement reflects the entire agreement between the Parties with respect to its subject matter, and supersedes any previous agreement between the Parties relating to its subject matter. There are no oral or written agreements, inducements, statements, representations, promises, or understandings between the Parties except as expressly set forth herein. No amendment or modification to this Agreement shall be of any force or effect unless it is: (1) is in writing, (2) expressly indicates that it modifies this Agreement, (3) reflects the effective date of the modification, and (4) is signed by both Parties.

31. **Severability.** Each provision of this Agreement, shall be interpreted to make it effective under applicable law. If any provision of this Agreement is contrary to law, void, or unenforceable, such provision shall be ineffective only the extent of such invalidity or modified so as to conform to law, and the remainder of such provision and this Agreement shall remain in full force and effect.

32. **No Third Party Beneficiaries.** This Agreement is solely between Suncor and Counterparty and intended for the sole use and benefit of such Parties, except for the Indemnified Parties, which are express third party beneficiaries of the indemnification and related obligations of Counterparty hereunder. No other person or party is a third party beneficiary under this Agreement.

33. **Attorneys' Fees**. Counterparty shall reimburse Suncor for all reasonable attorneys' fees, expert fees, and court costs incurred by Suncor in any lawsuit or action arising out of or in any way relating to this Agreement or the subject matter hereof, except to the extent Counterparty is the claimant and Suncor is the unsuccessful party.

34. **Effectiveness.** This Agreement shall not be binding on Suncor until Suncor signs it, and prior sales shall not be construed as a waiver by Suncor of this requirement. After Suncor has signed this Agreement, any prior sales not otherwise covered by contract shall be deemed to have been made under this Agreement.

35. **Survival.** The following Sections of this Exhibit A shall survive termination, cancellation, or non-renewal of this Agreement: Sections 5, 6, 10, 11, 12, 18, 19, 20, 21, 23, 25, 31, 32 and 33.

- End of Exhibit A -

COMMERCIAL CREDIT APPLICATION AND AGREEMENT

Suncor Energy (U.S.A.) Inc.
717 17th Street, Suite 2900
Denver, CO 80202
Phone: 303.793.8076
Fax: 303.793.8054

Application Date: _____

GENERAL INFORMATION

Full legal name of credit applicant ("Customer") _____ Trade names (DBA) _____

Business street address _____ Credit contact person _____

City _____ State _____ Phone number _____ Fax number _____

Country _____ Zip / postal code _____ Credit contact e-mail address _____

Parent company name (if applicable) _____ Corporate website address, if applicable _____

Description of Customer's business _____ Number of years in business _____

All States where Customer is registered to do business or does business _____

BILLING INFORMATION

Billing street address _____ Billing contact person _____

City _____ State _____ Billing contact phone number _____ Fax number _____

Country _____ Zip / postal code _____ Billing contact e-mail address _____

BUSINESS IDENTIFICATION

Country / state and date of formation _____

Federal tax identification number _____

D&B (Duns No.) _____

Sales Tax Exempt: Yes* ☐ No ☐

*If yes, please attach sales tax exemption certificate

Business Type:

- public corp ☐
- private corp ☐
- S corp ☐
- partnership ☐
- LLC ☐
- other (specify) ☐ _____

PRINCIPAL PERSONS

Please provide the following information for three principal persons of Customer (officers, directors, partners, members, managers, or proprietors, as applicable):

Name / Title	Address	Phone / email

CREDIT INFORMATION

$_____
Credit limit requested

Please attach the following and submit with Application:

- Customer's most recent audited financial statements
- Customer's primary bank information, including account numbers (credit, savings and deposit accounts) and account manager's contact information.
- Three trade/supplier references that can provide information about Customer's creditworthiness, including contact information, account type and number(s).

Has Customer:

	mark with "X" yes	no
Had any outstanding or unsatisfied judgments or during the past 7 years been declared bankrupt?		
Had a property foreclosed on or given title or deed in lieu thereof?		
Been a party to a loan or credit obligation that was either delinquent or in default?		

If any of the above questions are answered "yes" a detailed written description and explanation must be attached.

The information provided in this section will facilitate a credit review for customers and potential customers of Suncor Energy (U.S.A.) Inc. and/or affiliates of Suncor Energy (U.S.A.) Inc. (individually and collectively, "Suncor"). The Customer hereby (1) grants permission to obtain credit information from all listed references, credit reporting agencies and banking institutions, and (2) authorizes and requests that each reference provide to Suncor all requested financial information relating to Customer's accounts. This information and all other information furnished by Customer to Suncor hereunder are furnished for the purpose of inducing Suncor to extend credit to Customer. Suncor will keep any non-public financial statements provided to Suncor with this Application confidential.

CREDIT ACCOUNT TERMS & CONDITIONS

This commercial credit application and agreement (this "Agreement") is not an offer or promise to provide credit to Customer. Suncor reserves the right in its sole and absolute discretion to deny, grant, extend, modify, withdraw, or revoke credit. Should Suncor extend credit to Customer hereunder, the following minimum terms and conditions shall apply, provided that Suncor shall have the right add additional terms and conditions as a condition precedent to extending any credit to Customer:

1. Purchase and Sale Agreement. All extensions of credit by Suncor to Customer hereunder shall be conditioned upon Customer's execution and delivery of one or more separate purchase and sale agreement(s) with Suncor in form and substance satisfactory to Suncor in its sole discretion (each, a "Purchase and Sale Agreement"). Suncor and Customer agree that the terms and conditions of paragraph 2 of this Agreement shall, by this reference, be expressly incorporated into and form a part of any Purchase and Sale Agreement entered into prior to or after this Agreement, regardless of any integration clause in any Purchase and Sale Agreement. Notwithstanding the foregoing, this Agreement is fully enforceable as a separate and independent agreement.
2. Conditions of Credit. At any time, Suncor may require that Customer, as a condition to Suncor's election to extend or continue to extend credit or a line of credit to Customer, provide sufficient security in one or more of the following forms to secure Customer's credit limit, as determined in Suncor's sole and absolute discretion: (a) an irrevocable standby letter of credit in an amount, form, and with a financial institution acceptable to Suncor, (b) a personal or corporate guarantee in a form acceptable to Suncor, or (c) such other form of security as required by Suncor. Notwithstanding the foregoing sentence, Suncor has the right, in its sole and absolute discretion (without cause and as a matter of right), to, without notice (provided that notice is provided to Customer within 7 days thereafter, which notice may be provided orally, by e-mail, or by facsimile): (x) modify, increase, decrease, suspend, withdraw, or terminate the credit, line of credit, and/or credit terms extended to Customer, and/or (y) change the amount and type of credit or security required of Customer. If Suncor elects not to extend credit or a line of credit to Customer or elects to suspend, withdraw, or terminate any previously extended credit or line of credit, payment by Customer for all product previously purchased under any Purchase and Sale Agreement shall become immediately due and payable, such payment obligation being automatically accelerated, and, thereafter, Customer shall pay, at Suncor's option, cash in advance or cash at time of delivery for all products purchased pursuant to any Purchase and Sale Agreement. Suncor shall have the right, without notice, to suspend indefinitely any and all sales of product to Customer pursuant to any Purchase and Sale Agreement if Customer has exceeded its credit or line of credit, had its credit or line of credit suspended, withdrawn or terminated, failed to comply with the terms of any credit or line of credit, or failed to timely pay for any products purchased pursuant to any Purchase and Sale Agreement. Any credit terms modified or otherwise changed by Suncor hereunder (including finance or other charges) will, at Suncor's option, apply to the balance of Customer's credit account when the new terms become effective and will apply to all purchases made after that date.
3. Customer Information. Customer shall provide its audited financial statements ("Statements") to Suncor on an annual basis. Customer represents and warrants that each Statement provided to Suncor is a true, accurate and complete statement of Customer's financial condition, and will immediately notify Suncor in writing of any material adverse change in its financial condition. Customer authorizes Suncor to obtain from time to time any and all information from Customer's banks or other sources concerning Customer's credit, checking or savings accounts, obligations, and all other credit matters that Suncor may require in connection with its decision to extend or continue to extend credit to Customer. Customer agrees to promptly notify Suncor of any change in Customer's business address. Suncor shall have fulfilled any duty to give Customer any required notice or statement by sending it to Customer at the address contained in this Agreement.
4. Other Provisions. If any portion of this Agreement is subsequently held to be invalid, the other provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by Colorado law without regard to any conflict of laws principles. Customer hereby submits to the exclusive jurisdiction of the courts located in Colorado with respect to the resolution of any dispute arising from this Agreement, and agrees that the venue for the resolution of any such dispute shall only lie in such courts. No modifications to this Agreement shall be effective unless in writing and signed by both parties.

EXECUTION

The Federal Equal Credit Opportunity Act prohibits a creditor from discriminating against a credit applicant (a) on the basis of race, color, religion, national origin, sex, marital status, and age (provided the applicant has the capacity to enter into a binding contract); (b) because all or part of the applicant's income derives from any public assistance program; or (c) because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission.

By its signature below, Customer represents and warrants to Suncor that the statements made in this Agreement are true, accurate and complete, and that this Agreement has been duly authorized, executed and delivered and is enforceable against Customer in accordance with its terms.

Customer: _____ Date: _____

Signature: _____

Print Name and Title: _____

New Customer Checklist

Customer _____

_____ Credit Application

_____ W-9

_____ Tax Certificate of Exemption

_____ EFT Draft Authorization

_____ Master Product Purchase and Sale Agreement

Email address for invoices _____

Email address for draft notifications _____

*Please note that the new customer setup will not begin until all documentation is received.

Suncor Energy (U.S.A.) Inc.
717 17th Street
Suite 2900
Denver, CO 80202
Phone: 303.793.8076
Fax: 303.793.8054

ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

CUSTOMER NAME ("CUSTOMER")	FED TAX ID	SUNCOR CUSTOMER ACCOUNT NO.	
ADDRESS	CITY	STATE	ZIP
ACCOUNTING / EFT CONTACT NAME	TELEPHONE	EFT FAX NUMBER	

Above named Customer hereby authorizes (1) Suncor Energy (U.S.A.) Inc. and its affiliates (individually and collectively, "Suncor") to originate Automated Clearing House electronic funds transfer credits or debits to Customer's account indicated below, and (2) the below named "Financial Institution" to accept the amount of such credits or debits to the Customer's account. By executing this agreement, Customer verifies that it is the signing authority for the account indicated below.

BANK NAME ("FINANCIAL INSTITUTION")			BRANCH	ACCOUNT TYPE
ADDRESS			BANK ROUTING NUMBER	CUSTOMER ACCOUNT NUMBER
CITY	STATE	ZIP	PHONE	FAX
BANK CONTACT NAME			BANK AUTHORIZED SIGNATURE (IF REQUIRED BY BANK)	

Customer understands that Automated Clearing House electronic funds transfer debits (each, an "ACH Debit") will only be accepted by Financial Institution if sufficient funds are available in Customer's account listed above, and Customer hereby agrees to maintain sufficient funds to cover its financial obligations to Suncor at all times in such account. Customer may change any portion of the "Financial Institution" information provided above by giving at least 15 days prior written notice to Suncor at the above address. Upon request of Suncor, Customer agrees to execute and deliver to Suncor any other waiver or instrument and to provide any additional information necessary to effect the purposes of this agreement.

Customer represents and warrants to Suncor that Customer's authorization made above is sufficient to perpetually initiate and execute electronic funds transfers (including ACH Debits) using the Automated Clearing House system in connection with Customer's purchase of goods and services from Suncor. This authority and this agreement shall remain in effect in perpetuity until 15 days after Financial Institution, at the address shown above, and Suncor, at the address shown below, have received written cancellation from Customer. Notice of cancellation shall in no way affect credits or ACH Debits initiated prior to actual receipt and processing of such notice. Customer agrees that Suncor may suspend this agreement at any time. Customer agrees that C.R.S. § 13-21-109 shall apply to any ACH Debit made to pay amounts owed to Suncor pursuant to this agreement, and for purposes of interpreting C.R.S. § 13-21-109 (a) an ACH Debit shall constitute a "check, draft, or order," (b) the initiation of an ACH Debit (whether by Suncor or Customer) with Financial Institution shall constitute both its "making" and "presentment," (c) the date that the ACH Debit is initiated shall be the date that it is "made" and "issued," (d) the amount of the ACH Debit shall constitute its "face amount," and (e) the term "maker" shall apply to Customer even if the ACH Debit is initiated by Suncor. Customer hereby expressly waives any right to contest or otherwise object to C.R.S. § 13-21-109 applying to any ACH Debits as set forth in this agreement.

Customer shall be responsible for any loss which may arise by reason of any error, mistake or fraud regarding the information provided in this agreement or the action or inaction of the Financial Institution, and hereby indemnifies and defends Suncor from the same. This agreement shall be governed by the laws of the State of Colorado, without regard to conflict of laws principles.

Customer Authorization:

Authorized Name	Authorized Signature	Title	Date

Please return this completed form to the Suncor address shown above, as well as a voided check to verify the above-referenced bank account.

Marlene Crosby

From: Wilkins, John <jwilkins@Suncor.com>
Sent: Tuesday, April 12, 2016 10:06 AM
To: Marlene Crosby
Cc: Schreiber, Norb; Hazell, James
Subject: CDOT Maintenance Bid Tabulation
Attachments: BID TAB HAA 16-107 SW ROAD OIL.doc

Marlene, here is a list of counties we have a Master Agreement in place with:

Chaffee
Crowley
Delta
El Paso
Fremont
Garfield
La Plata
Larimer
Las Animas
Mesa
Otero
Moffat
Montezuma
Montrose
Park
Prowers
Pueblo
Rio Blanco
Rio Grande
Saguache
San Miguel

It was great to talk with you again. Please call if you have any question.

John A. Wilkins
Sales Manager, Asphalt
SUNCOR ENERGY (U.S.A.) INC.
303-796-2683 (office)
303-378-7980 (cell)
303-793-8004 (fax)
jwilkins@suncor.com

If you wish to no longer receive electronic messages from this sender, please respond and advise accordingly in your return email.

This email and its contents are private and confidential, for the sole use of the addressees. If you are not an intended recipient, copying, forwarding or other distribution of this email or its contents by any means is prohibited. If you believe that you received this email in error please notify the original sender and delete this communication and any copies immediately.

Petro-Canada is a Suncor Energy business.