Facility Unloading Agreement

**(Platteville Truck Unloading Facility)**

**THIS Facility Unloading AGREEMENT** (this “Agreement”) is made this       day of      , 2012, by and among Rose Rock Midstream Crude, LP, a Delaware limited liability company, having an office at 3030 NW Expressway, Oklahoma City, Oklahoma 73112 (“Company”) and      , a      , having an office at      ,       (“Unloading Party”).

In consideration of the mutual promises and covenants contained herein, the parties hereto agree, with the intent to be legally bound, to the following terms and conditions.

1. Company hereby grants permission to Unloading Party and third-party carriers of Unloading Party, if any, that execute and deliver to Company the access agreement in the form attached hereto as **Exhibit A** (“Carriers”), to enter Company’s **Platteville Truck Unloading Facility**, located on a tract of land in the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 24, Township 3 North, Range 65 East, Weld County, Colorado (the “Facility”), for the sole purpose of accessing Company’s truck unloading station located at the Facility with transport trucks to deliver and unload Unloading Party’s crude oil and/or condensate. Company may exclude any Unloading Party Representative (as that term is hereinafter defined) from the Facility who, in Company’s sole opinion, poses a risk to persons, property or the environment. The access rights granted herein to Unloading Party and Carriers shall not be exclusive to Unloading Party and Carriers; provided, however, Company shall not allow any third party to access the Facility to unload crude oil or condensate if such access would interfere with Unloading Party’s ability to deliver the minimum monthly volume requirements set forth in Section 2 below. The foregoing shall not in any way prohibit Company from accessing the Facility at any and all times for any purpose.
2. The initial term of this Agreement will be one (1) year commencing on the first day of the first calendar month after a nomination is received from Unloading Party (the “Initial Term”) and year-to-year thereafter, unless Unloading Party gives written termination notice to Company at least ninety (90) days prior to any annual anniversary of the original date of this Agreement. Notwithstanding anything contained herein to the contrary, in the event that Unloading Party does not deliver the minimum monthly volume requirement of thirty thousand (30,000) bbls per month (subject to adjustment due to proration, if any) in any given month during the Initial Term or any subsequent term or breaches any term or condition set forth herein, Company shall thereafter have the right to terminate this Agreement in its entirety upon 30 days prior notice to Unloading Party.
3. Company reserves and hereby retains the right, at any time as reasonably necessary, to interrupt, disturb or interfere with Unloading Party’s and Carriers’ operations at the Facility, to maintain the integrity or safety of the Facility grounds and the equipment therein.
4. Unloading Party and Carriers when exercising their access rights in accordance with this Agreement shall conduct their activities so as to keep the Facility free and clear of all trash and debris and shall instruct all Unloading Party Representatives to do the same. Should Unloading Party or Carriers fail to do so, Company, at its election, may perform all necessary cleanups at Unloading Party’s expense.
5. Unloading Party represents and warrants that Unloading Party’s and each Carrier’s equipment and operations shall comply with Facility rules and instructions and with applicable Federal (including Department of Transportation and Environmental Protection Agency), state, and local laws and regulations. Company shall have the right to delete, add and/or amend its Facility rules and instructions at any time. Any such deletions, additions and/or amendments shall become effective immediately upon delivery of the same to Unloading Party and its Carriers.
6. Unloading Party represents and warrants that Unloading Party and each Carrier shall send to the Facility only employees, agents and subcontractors that are properly licensed and have been instructed in applicable laws, regulations, rules and instructions, and the characteristics and safe handling of the products to be unloaded. Unloading Party shall be responsible for the errors and omissions of all of the aforesaid personnel.
   1. Unloading Party agreeS that Company, its agents, employees, partners and affiliates (each, a “Company Party” and, collectively, the “Company Parties”) shall not be liable for any loss, COST, damage, EXPENSE, CLAIM, SUIT or other LIABility OF ANY KIND (each, a “loss” AND, COLLECTIVELY, THE “losses”) DIRECTLY OR INDIREDCTLY arising out of or in connection with UNLOADING PARTY’s or A carrier’s presence at the Facility, including, without limitation, relating to the person or property of UNLOADING PARTY, CarrierS or UNLOADING PARTY’s or CarrierS’ employees, contractors, subcontractors, agents or representatives (each, a “Unloading Party Representative” and, collectively, “Unloading Party Representatives”), except to the extent ANY such loss IS CAUSED BY the gross negligence OR willful misconduct of A Company PartY. Unloading Party, for itself AND its successors and assigns, hereby agrees to indemnify, defend and hold EACH Company PartY harmless from and against ANY AND ALL LOSSES DIRECTLY OR INDIREDCTLY arising out of or in connection with UNLOADING PARTY’S or a carrier’s presence at the Facility, except to the extent such ANY SUCH loss IS CAUSED BY the gross negligence, OR willful misconduct of A Company PartY.
   2. COMPANY agreeS that UNLOADING PARTY, its CARRIERS AND THEIR RESPECTIVE agents, employees, partners and affiliates (each, a “UP Party” and, collectively, the “UNLOADING PARTY Parties”) shall not be liable for any loss, COST, damage, EXPENSE, CLAIM, SUIT or other LIABility OF ANY KIND (each, a “loss” AND, COLLECTIVELY, THE “losses”) DIRECTLY OR INDIREDCTLY arising out of or in connection with COMPANY’s presence at the Facility, including, without limitation, relating to the person or property of COMPANY OR COMPANY’s employees, contractors, subcontractors, agents or representatives (each, a “COMPANY Representative” and, collectively, “COMPANY Representatives”), except to the extent ANY such loss IS CAUSED BY the gross negligence OR willful misconduct. COMPANY, for itself AND its successors and assigns, hereby agrees to indemnify, defend and hold EACH UP PartY harmless from and against ANY AND ALL LOSSES DIRECTLY OR INDIREDCTLY arising out of or in connection with COMPANY’S presence at the Facility, except to the extent such ANY SUCH loss IS CAUSED BY the gross negligence ORwillful misconduct of An up party.
   3. FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITING SECTION 7(a) ABOVE: (A) UNLOADING PARTY agreeS, in connection with UNLOADING PARTY’S and its Carriers’ operations on and across the Facility, to assume all responsibility for compliance with applicable enforcement requirements, or any governmental or other regulatory authority, relating to the pollution, contamination or prevention thereof, actual or threatened, of any soil, water or air, in any manner, arising from, or in connection with, Unloading Party’s, carriers’ or any Unloading Party Representative’s presence at the Facility, including, but not limited to, any spills of crude oil that occur due to the negligence or misconduct of UNLOADING PARTY, SUCH Carrier or any Carrier Representative, or THE USE OF ANY EQUIPMENT AT THE FACILITY BY UNLOADING PARTY, CARRIER OR ANY UNLOADING PARTY Representative or the exercise of any of the rights granted or THE performance of any of the obligations BY UNLOADING PARTY set forth herein, except to the extent caused by the gross negligence OR willful misconduct of a Company Party; AND (B) Unloading Party agrees to indemnify, defend and hold each Company Party harmless from and against any and all Losses in any manner arising from or in connection with, any actual or threatened pollution or contamination of soil, water or air and/or noise pollution, where such actual or threatened pollution or contamination, in any manner, results from: (I) Unloading Party’s, CARRIERs’ or any UNLOADING PARTY Representative’s presence at the Facility or use of any equipment located at the Facility; (II) Unloading Party’s, CARRIERs’ or any CARRIER Representative’s exercise of any rights under this Agreement; OR (III) the performance of any of the obligations set forth in this Agreement by Unloading Party, CARRIER or any UNLOADING PARTY Representatives, except to the extent caused by the gross negligence OR willful misconduct of a Company Party.
   4. FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITING SECTION 7(B) ABOVE: (A) COMPANY agreeS, in connection with COMPANY’S operations on and across the Facility, to assume all responsibility for compliance with applicable enforcement requirements, or any governmental or other regulatory authority, relating to the pollution, contamination or prevention thereof, actual or threatened, of any soil, water or air, in any manner, arising from, or in connection with, COMPANY’s or any COMPANY Representative’s presence at the Facility, including, but not limited to, any spills of crude oil that occur due to the negligence or misconduct of COMPANY OR ANY COMPANY Representative, or THE USE OF ANY EQUIPMENT AT THE FACILITY BY COMPANY OR ANY COMPANY Representative or the exercise of any of the rights granted or THE performance of any of the obligations BY COMPANY set forth herein, except to the extent caused by the gross negligence OR willful misconduct of an up party; AND (B) COMPANY agrees to indemnify, defend and hold each UP Party harmless from and against any and all Losses in any manner arising from or in connection with, any actual or threatened pollution or contamination of soil, water or air and/or noise pollution, where such actual or threatened pollution or contamination, in any manner, results from: (I) COMPANY’s OR ANY COMPANY Representative’s presence at the Facility or use of any equipment located at the Facility; (II) COMPANY or ANY COMPANY Representative’s exercise of any rights under this Agreement; OR (III) the performance of any of the obligations set forth in this Agreement by COMPANY or any COMPANY Representatives, except to the extent caused by the gross negligence OR willful misconduct of an up party.
7. Company shall have the right to enjoy the Facility to the fullest extent, not inconsistent herewith. This Agreement is subject to all public and private rights to which Company’s rights and interest are subject and Company makes no warranties or representations as to title to the Facility or prior encumbrances.
8. Each Party agrees to furnish, pay for and maintain during the term of this Agreement, the following minimum insurance coverage’s and limits (and such additional coverage’s and limits as may be required by law): (a) workers’ compensation insurance, including all such insurance as may be required by applicable state and Federal workers’ compensation acts and such other acts as may be applicable to the activities of Unloading Party or any Unloading Party Representative, or Company or any Company Representative, as applicable, under this Agreement; (b) employers liability insurance with a limit of not less than $5,000,000.00 per accident; (c) commercial general liability insurance on an occurrence form with a combined single limit of not less than $5,000,000.00 per occurrence; and (d) business auto liability insurance with a combined single limit of $5,000,000.00 per occurrence for owned, hired, or otherwise operated non-owned vehicles, in the form of a motor carrier or truckers policy that contains trailer interchange coverage, MCS 90 coverage, and pollution liability/environmental impairment coverage. The obligation to carry the insurance required by this Section 11 shall not limit or modify in any way any other obligations assumed by any Party under this Agreement. Neither Party shall be under any duty to advise the other Party in the event that the insurance of the other Party is not in compliance with this Agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, OR AN AMENDMENT TO THIS AGREEMENT.
9. Each Party shall, in addition to and without limitation of the requirements of anything contained herein, cause the insurance policies described in Section 11 (a), (b) and (d) to include the other Party as an additional insured and provide a waiver of subrogation in favor of the other Party. All insurance required hereunder and provided by either Party shall be primary to any other insurance coverage to the other Party, or its related insureds and shall apply and be in full force and effect regardless of other insurance. A Partymay self-insure or carry insurance with deductibles and nonetheless be considered in compliance with the foregoing insurance requirements. **Each Party shall provide the other Party with certificates of insurance within thirty (30) days from the effective date of this Agreement.**
10. Unloading Party and its Carriers shall not discharge any products upon the Facility. In the event of accidental leakage or spillage, Unloading Party will notify the appropriate regulatory agencies and Company, and shall immediately begin “clean up”, as may be required to satisfy the governmental agencies having jurisdiction and Company.
11. Notices hereunder shall be sent by US Mail, Certified Letter, and shall be addressed to Company or Unloading Party at the addresses noted hereinbefore, or as hereafter amended in writing. The date of postmark shall be the date of notice.
12. This Agreement shall be binding upon and inure to the benefit of Company, Unloading Party and their respective successors and assigns. Unloading Party may not assign this Agreement nor grant any rights hereunder, without the express prior written consent of Company, which consent shall not be unreasonably withheld.
13. An offloading fee of $0.30 per bbl will be charged for all bbls off-loaded at the Facility. In addition, Unloading Party shall be required to pay its pro-rata share of Weld County road maintenance expenses, which shall be calculated based upon the number of times Unloading Party and its Carriers access such road to enter the Facility relative to the number of times other shippers and carriers access such road to enter the Facility.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

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| **COMPANY**  **Rose Rock Midstream Crude, LP**  **By: Rose Rock Midstream Energy GP, LLC**  **Its General Partner**  **By:**  **Name:**  **Title:** | **UNLOADING PARTY**  **[****]**  **By:**  **Name:**  **Title:** |
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**Exhibit A**

**Access Agreement**

**(Platteville Truck Unloading Facility)**

**THIS ACCESS AGREEMENT** (this “Access Agreement”) is made this       day of      , 201     , by and among Rose Rock Midstream Crude, LP, a Delaware limited liability company, having an office at 3030 NW Expressway, Oklahoma City, Oklahoma 73112 (“Company”) and      , a      , having an office at      ,       (“Carrier”).

WHEREAS, Company has previously entered into that Facility Unloading Agreement (the “Facility Unloading Agreement”) dated as of      , with       (“Unloading Party”) and Carrier is providing services to Unloading Party in connection with the Facility Unloading Agreement; and

WHEREAS, pursuant to the Facility Unloading Agreement, Company and Unloading Party agreed that Carrier must execute and deliver to Company this Access Agreement prior to be granted access to the Facility (as defined below).

In consideration of the mutual promises and covenants contained herein, the parties hereto agree, with the intent to be legally bound, to the following terms and conditions.

1. Company hereby grants permission to Carrier to enter Company’s **Platteville Truck Unloading Facility**, located on a tract of land in the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section 24, Township 3 North, Range 65 East, Weld County, Colorado (the “Facility”) for the sole purpose of accessing Company’s truck unloading station located at the Facility with transport trucks to deliver and unload Unloading Party’s crude oil and/or condensate. Company may exclude any Carrier Representative (as that term is hereinafter defined) from the Facility who, in Company’s sole opinion, poses a risk to persons, property or the environment. The access rights granted herein to Carrier shall not be exclusive to Carrier.
2. The term of this Access Agreement shall begin on the date hereof and end on the last day of the term as set forth in the Facility Unloading Agreement. Notwithstanding anything contained herein to the contrary, in the event that Carrier breaches any term or condition set forth herein, Company shall thereafter have the right to terminate this Access Agreement immediately upon providing written notice to Carrier.
3. Company reserves and hereby retains the right, at any time as reasonably necessary, to interrupt, disturb or interfere with Carriers’ operations at the Facility, to maintain the integrity or safety of the Facility grounds and the equipment therein.
4. Carrier when exercising its access rights in accordance with this Access Agreement shall conduct its activities so as to keep the Facility free and clear of all trash and debris and shall instruct all Carrier Representatives to do the same. Should Carrier fail to do so, Company, at its election, may perform all necessary cleanups at Carrier’s expense.
5. Carrier represents and warrants that Carrier’s equipment and operations shall comply with Facility rules and instructions and with applicable Federal (including Department of Transportation and Environmental Protection Agency), state, and local laws and regulations. Company shall have the right to delete, add and/or amend its Facility rules and instructions at any time. Any such deletions, additions and/or amendments shall become effective immediately upon delivery of the same to Carrier.
6. Carrier represents and warrants it shall send to the Facility only employees, agents and subcontractors that are properly licensed and have been instructed in applicable laws, regulations, rules and instructions, and the characteristics and safe handling of the products to be unloaded. Carrier shall be responsible for the errors and omissions of all of the aforesaid personnel.
7. CARRIER agreeS that Company, its agents, employees, partners and affiliates (each, a “Company Party” and, collectively, the “Company Parties”) shall not be liable for any loss, COST, damage, EXPENSE, CLAIM, SUIT or other LIABility OF ANY KIND (each, a “loss” AND, COLLECTIVELY, THE “losses”) DIRECTLY OR INDIREDCTLY arising out of or in connection with CARRIER’s presence at the Facility, including, without limitation, relating to the person or property of CARRIER or Carrier’S employees, contractors, subcontractors, agents or representatives (each, a “Carrier Representative” and, collectively, “Carrier Representatives”), except to the extent ANY such loss IS CAUSED BY the gross negligence OR willful misconduct of A Company PartY. CARRIER, for itself AND its successors and assigns, hereby agrees to indemnify, defend and hold EACH Company PartY harmless from and against ANY AND ALL LOSSES DIRECTLY OR INDIREDCTLY arising out of or in connection with carrier’s presence at the Facility, except to the extent such ANY SUCH loss IS CAUSED BY the gross negligence OR willful misconduct of A Company PartY.
8. FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITING SECTION 7 ABOVE: (A) CARRIER agreeS, in connection with Carrier’s operations on and across the Facility, to assume all responsibility for compliance with applicable enforcement requirements, or any governmental or other regulatory authority, relating to the pollution, contamination or prevention thereof, actual or threatened, of any soil, water or air, in any manner, arising from, or in connection with, carrier’s or any Carrier Representative’s presence at the Facility, including, but not limited to, any spills of crude oil that occur due to the negligence or misconduct of CARRIER or any Carrier Representative, or THE USE OF ANY EQUIPMENT AT THE FACILITY BY CARRIER OR ANY CARRIER Representative or THE exercise of any of the rights granted OR performance of any of the obligations set forth herein BY CARRIER, except to the extent caused by the gross negligence OR willful misconduct of a Company Party; AND (B) CARRIER agrees to indemnify, defend and hold each Company Party harmless from and against any and all Losses in any manner arising from or in connection with, any actual or threatened pollution or contamination of soil, water or air and/or noise pollution, where such actual or threatened pollution or contamination, in any manner, results from: (I) CARRIER’s or any CARRIER Representative’s presence at the Facility or use of any equipment located at the Facility; (II) CARRIER’s or any CARRIER Representative’s exercise of any rights under this Agreement; OR (III) the performance of any of the obligations set forth in this Agreement by CARRIER or any CARRIER Representatives, except to the extent caused by the gross negligence OR willful misconduct of a Company Party.
9. Company shall have the right to enjoy the Facility to the fullest extent, not inconsistent herewith. This Agreement is subject to all public and private rights to which Company’s rights and interest are subject and Company makes no warranties or representations as to title to the Facility or prior encumbrances.
10. Carrier agrees to furnish, pay for and maintain during the term of this Agreement the following minimum insurance coverage’s and limits (and such additional coverage’s and limits as may be required by law): (a) workers’ compensation insurance, including all such insurance as may be required by applicable state and Federal workers’ compensation acts and such other acts as may be applicable to the activities of Unloading Party, Carrier or any Carrier Representative, or Company or any Company Representative, as applicable, under this Agreement; (b) employers liability insurance with a limit of not less than $5,000,000.00 per accident; (c) commercial general liability insurance on an occurrence form with a combined single limit of not less than $5,000,000.00 per occurrence; and (d) business auto liability insurance with a combined single limit of $5,000,000.00 per occurrence for owned, hired, or otherwise operated non-owned vehicles, in the form of a motor carrier or truckers policy that contains trailer interchange coverage, MCS 90 coverage, and pollution liability/environmental impairment coverage. The obligation to carry the insurance required by this Section 10 shall not limit or modify in any way any other obligations assumed by any Party under this Agreement. Neither Party shall be under any duty to advise the other Party in the event that the insurance of the other Party is not in compliance with this Agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, OR AN AMENDMENT TO THIS AGREEMENT.
11. Carrier shall, in addition to and without limitation of the requirements of anything contained herein, cause the insurance policies described in Section 10 (a), (b) and (d) to include Company as an additional insured and provide a waiver of subrogation in favor of the Company. All insurance required hereunder and provided by Carrier shall be primary to any other insurance coverage of Company, or its related insureds and shall apply and be in full force and effect regardless of other insurance. **Carrier shall provide the Company with certificates of insurance within thirty (30) days from the effective date of this Agreement.**
12. Carrier shall not discharge any products upon the Facility. In the event of accidental leakage or spillage, Carrier will notify the appropriate regulatory agencies and Company, and shall immediately begin “clean up”, as may be required to satisfy the governmental agencies having jurisdiction and Company.
13. Notices hereunder shall be sent by US Mail, Certified Letter, and shall be addressed to Company or Carrier at the addresses noted hereinbefore, or as hereafter amended in writing. The date of postmark shall be the date of notice.
14. This Access Agreement shall be binding upon and inure to the benefit of Company, Carrier and their respective successors and assigns. Carrier may not assign this Agreement nor grant any rights hereunder, without the express prior written consent of Company, which consent shall not be unreasonably withheld.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

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| **COMPANY**  **Rose Rock Midstream Crude, LP**  **By: Rose Rock Midstream Energy GP, LLC**  **Its General Partner**  **By:**  **Name:**  **Title:** | **CARRIER**  **[****]**  **By:**  **Name:**  **Title:** |