

To the extent that they are not in conflict with the above terms, all other terms shall be as per Conoco's General Provisions for Domestic Crude Oil and Condensate Agreements dated January 1, 2017 (the "General Provisions"), with the following amendments dated 2018:

All references to "ConocoPhillips Company" and "ConocoPhillips" in the General Provisions will be replaced with "Shell Trading (US) Company."

B. Warranty: Amend by the adding the following at the end of the first paragraph: "SELLER SHALL PROTECT, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, FINES, PENALTIES, DAMAGES, LOSSES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), AND LIABILITIES OF EVERY KIND ARISING FROM, ASSOCIATED WITH, OR IN ANY WAY CAUSED BY THE CALCULATION OF, SUSPENSION OF, FAILURE TO PAY, OR PAYMENT OF ROYALTIES ASSOCIATED WITH THE PRODUCT UNLESS AND EXCEPT TO THE EXTENT CAUSED BY BUYER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT."

C. Rules and Regulations: Amend by adding the following: "To the extent applicable, the clauses with respect to government contracts set forth at 48 C.F.R. 52.222-26 (Equal Opportunity), 48 C.F.R. 52.222-21 (Prohibition of Segregated Facilities), 48 C.F.R. 222-35 (Equal Opportunity for Special Disabled Veterans of the Vietnam Era, and Other Eligible Veterans), 48 C.F.R. 52.222-37 (Employment Reports on Special Disabled Veterans of the Vietnam Era, and Other Eligible Veterans), 48 C.F.R. 52.222-36 (Affirmative Action for Workers with Disabilities) are incorporated by reference and shall have the same binding effect, as if reproduced herein in their entirety."

D. Hazard Communication: Delete the final sentence of the first paragraph and remaining language and replace with the following language: "The parties acknowledge that the SDS for any Product sold by Shell Trading (US) Company hereunder is made available at: <http://www.epc.shell.com/>"

F. Payment: Amend by adding the following language: "(1) **Disputed Amounts.** In the event a party disputes all or a portion of an invoice in good faith and such disputed amount cannot be timely resolved, then only the undisputed amount, if any, shall be paid until such dispute is resolved. The parties shall make reasonable efforts to resolve any disputed amounts as soon as reasonably practicable.

(2) **Change of Banking Information.** Any time a party sends notice of changed banking information or an invoice containing changed banking information, the paying party may, prior to making any payment then due, require that the other party provide email or fax confirmation of the new banking information as well as the paying party's account opening information (such as "Know Your Customer"). The other party shall provide such information in a timely manner and payment shall not be due until one (1) Business Day after the paying party has completed its account opening process."

G. Financial Responsibility: Delete in its entirety and replace with the following language: "(1) **Adequate Assurance.** Seller may, in its discretion, at any time request and Buyer shall, not later than two (2) Business Days after request by Seller, provide Adequate Assurance. Upon such request, and if title has not already transferred, Seller may withhold performance until it receives such Adequate Assurance. Any cost, expense, or charges associated with any Adequate Assurance shall be for the account of Buyer.

(2) **Financial Responsibility.** Notwithstanding anything to the contrary in this Agreement, if in the reasonable opinion of a party (the "Secured Party") at any time the reliability or the financial responsibility of the other party ("Posting Party") (or of any guarantor or other person furnishing security in support of Posting Party) is or becomes impaired or unsatisfactory, Adequate Assurance shall be given by Posting Party to Secured Party on demand by Secured Party in respect of each or any delivery of Product or any portion thereof. Any amounts specified in such demand shall thereby become due and payable no later than two (2) Business Days from the date of the demand. After such demand, and if title

has not already transferred, the Secured Party may withhold performance until it receives such Adequate Assurance. Any cost, expense, or charges associated with any Adequate Assurance procured pursuant to this Section shall be for the account of the party providing such. If Buyer exceeds the credit line Seller established for Buyer, which Seller may establish and modify in its sole discretion from time to time, Seller may demand Adequate Assurance pursuant to this Section.

(3) If at any time Adequate Assurance (or other financial assurance) previously provided is considered insufficient by the Secured Party, (whether due to a subsequent increase in financial exposure or otherwise), or fails to meet the requirements herein, then the Secured Party may require the posting of additional or substitute Adequate Assurance no later than two (2) Business Days after the request."

H. Default and Remedies: Delete in its entirety and replace with the following language: "H. Default and Liquidation; Termination: (1) For purposes of this Agreement, an event of default ("Event of Default") shall mean with respect to a party or, the guarantor of such party, if any, any of the following: (a) the failure by such party or its guarantor, if any, to make, when due, any payment required under this Agreement, or any guaranty given in support of this Agreement, if such failure is not remedied within five (5) Business Days after receipt of written notice; (b) the failure by such party to provide, increase, or replace Adequate Assurance when due, if such failure is not cured within five (5) Business Days after receipt of written notice; or (c) the occurrence of an Insolvency Event.

(2) If an Event of Default occurs and is continuing, the non-defaulting party may, without limiting any other rights and remedies that may be available to the non-defaulting party under this Agreement or otherwise, (a) offset all or any portion of any amounts owed by the defaulting party to the non-defaulting party against any amounts owed by the non-defaulting party to the defaulting party, (b) apply any prepayments made, or Adequate Assurance posted, by the defaulting party to the non-defaulting party against any amounts that are owed to the non-defaulting party, (c) if the non-defaulting party is the Seller, suspend deliveries until all amounts due for all previous deliveries to the defaulting party have been paid in full; provided, however, to the extent the non-defaulting party sustains damages related to the suspension of deliveries, the defaulting party shall pay such damages to the non-defaulting party, (d) place the defaulting party on a pre-pay basis, if the defaulting party is the Buyer, and/or (e) terminate this Agreement pursuant to Section H(5) or terminate all Transactions pursuant to Section H(3), as applicable.

(3) If an Insolvency Event occurs and is continuing, the non-defaulting party ("Liquidating Party") may, by written notice to the defaulting party, designate a day no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective as an early termination date ("Early Termination Date"). On the Early Termination Date, all transactions between the parties for the purchase and sale of all Products, whether governed by these Provisions or otherwise (the "Transactions"), shall be terminated except as provided herein ("Terminated Transactions"). If an Early Termination Date has been designated, the Liquidating Party shall in good faith calculate the Settlement Amount of all Terminated Transactions as of the Early Termination Date (or as soon thereafter as reasonably practicable). The Liquidating Party shall aggregate all amounts due between the parties into a single net amount (the "Termination Payment") by aggregating or setting off, as appropriate, (i) the Settlement Amount for each Terminated Transaction, (ii) all Unpaid Amounts owed to the Liquidating Party, and (iii) all Unpaid Amounts owed to the defaulting party; provided, however, if the net of the Settlement Amounts for all such Terminated Transactions would be an amount owing to the defaulting party, then such net amount shall be zero for purposes of determining the Termination Payment. The Liquidating Party shall notify the defaulting party in writing of the amount of the Termination Payment due from the defaulting party, along with reasonable detail regarding the calculation of such amount. The defaulting party shall pay the Termination Payment to the Liquidating Party within two (2) Business Days after receipt of such notice, with interest (per Section F) from the Early Termination Date until paid. If an Early Termination Date is designated, the Liquidating Party may set-off any amount payable by the Liquidating Party or any of its Affiliates to the defaulting party under this Agreement or otherwise, against any amounts payable by the defaulting party to the Liquidating Party or any of its Affiliates under this Agreement or otherwise. The

Liquidating Party may also apply any Adequate Assurance posted by the defaulting party to the Liquidating Party or any of its Affiliates against any amounts owed to the Liquidating Party. This Section H(3) shall be in addition to any right of setoff or other rights and remedies to which any party is otherwise entitled (whether under this Agreement, by operation of law, or otherwise). If an obligation is unascertained, the Liquidating Party may in good faith estimate that obligation and set-off in respect of the estimate, subject to the Liquidating Party accounting to the defaulting party when the obligation is ascertained.

(4) The parties acknowledge and agree that (1) this Agreement is a "Forward Contract" and (2) each party is a "Forward Contract Merchant" both as defined in Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended from time to time.

(5) Notwithstanding anything to the contrary contained in this Agreement, if an Event of Default (other than an Insolvency Event) occurs and has not been remedied pursuant to Section H(1), the non-defaulting party shall be entitled to terminate this Agreement, whereupon the non-defaulting party shall have all remedies that may be available to it under this Agreement or by law."

O. Indemnity: Delete this section in its entirety.

T. Assignment: Amend by adding the following: "For the purpose of this Agreement, a merger constitutes an assignment subject to this provision. Notwithstanding the foregoing, Seller may, without Buyer's consent, assign all or a portion of its rights to receive and obtain payment under this Agreement in connection with any finance, securitization or bank funding arrangements, provided such assignment does not contravene any applicable law, regulation or decree binding upon Buyer. Any payment made by Buyer to the payee specified in Seller's invoice in respect of Product delivered hereunder shall be in full discharge of Buyer's payment obligations to Seller under this Agreement. Any such assignment will not detract from Seller's obligations under this Agreement."

V. Trade Controls and Boycotts, Export Compliance, and Anti-Corruption: Delete Section V(3) and replace with the following: "(3) **Anti-Corruption.** "Each Party represents and warrants that in connection with this Agreement and related matters: (i) it is knowledgeable about Anti-Corruption Laws and will comply with those laws; (ii) it has not made, offered, authorized, or accepted, and will not make, offer, authorize, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or violate the relevant Anti-Corruption Laws; (iii) it will maintain adequate internal controls and procedures, including but not limited to ensuring that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged; (iv) it will retain such books and records for the longer of the period required by applicable law or a Party's own retention policies; (v) in the event a Party becomes aware it has breached an obligation in this paragraph, it will immediately notify the other Party, subject to the preservation of legal privilege; and (vi) only a Party shall pay any invoice without the prior written consent of the other Party. Subject to antitrust law and the preservation of legal privilege, on reasonable notice each Party, at its own expense, shall have a right to audit the other Party's relevant books and records with respect to compliance with this paragraph. In all its dealings for or on behalf of Shell in connection with this Agreement and the business resulting therefrom, the other Party acknowledges that it has made itself aware of and shall either adhere to or adopt equivalent principles to the Shell General Business Principles (www.shell.com/sgbp) and the Shell Code of Conduct (http://www.shell.com/home/content/aboutshell/who_we_are/our_values/code_of_conduct/)."

W. Definitions: Amend by adding the following definitions in their appropriate alphabetical order: "Adequate Assurance" means either (i) an irrevocable stand-by letter of credit in a form and for a commercially-reasonable amount acceptable to Secured Party opened or confirmed by a Qualified Institution, or (ii) cash or prepayment in immediately available funds in a commercially-reasonable amount

acceptable to the Secured Party, at the option of the party providing the Adequate Assurance.

“Affiliate” means, in relation to any person, an entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means the direct or indirect ownership of 50% or more of the voting power of the entity or person.

“Agreement” means these General Provisions, as amended, (including, where applicable, the Attachments attached hereto) together with a Confirmation.

“Anti-Corruption Laws” means (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable laws that prohibit money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

“Confirmation” means a confirmation setting forth the trade details of a Transaction between the parties either (i) in the form of an electronic confirmation and matched by the agreed upon electronic confirmation matching system, or (ii) absent the ability to confirm a Transaction through an electronic confirmation matching system, by written confirmation.

“Insolvency Event” means the party or its guarantor (i) makes a general assignment for the benefit of its creditors, (ii) commences a proceeding under applicable bankruptcy law or other law for the relief of debtors, (iii) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (iv) has a trustee, custodian, conservator, receiver or similar official appointed for it, or for a substantial part of its property; (v) becomes insolvent or is unable to pay its debts as they become due; or (vi) becomes subject to any involuntary bankruptcy, reorganization, debt arrangement, or other proceeding under any applicable bankruptcy, insolvency or other similar law for the relief of debtors or any dissolution or liquidation proceeding is instituted against the party or its guarantor;

“Qualified Institution” means (i) the U.S. office of a commercial bank or trust company (which is not an Affiliate of either party) organized under the laws of the United States (or any state or political subdivision thereof), or (ii) the U.S. branch of a foreign bank (which is not an Affiliate of either party), in each case having assets of at least ten billion dollars (\$10,000,000,000), and having a credit rating of at least A- by Standard’s & Poor’s and at least A3 by Moody’s, acceptable to Secured Party.

“Settlement Amount” of a Terminated Transaction means the amount, as calculated by the Liquidating Party in a commercially reasonable manner, which the Liquidating Party would pay to or receive from a third party in an arm’s-length transaction as consideration for the third party’s entering into a new transaction (discounted to net present value as of the Early Termination Date) in which: (a) the Liquidating Party holds the same position as it currently holds in the subject Terminated Transaction; (b) the third party holds the same position as the Defaulting party holds in the subject Terminated Transaction; and (c) the new transaction has economic terms and conditions substantially the same in all respects to the economic terms and conditions of the subject Terminated Transaction; provided, however, that in making such determination, the Liquidating Party may consider, among other things, quotations from leading dealers in the relevant market, and/or its own internal valuation for such Terminated Transaction kept in the ordinary course of its business; provided, further, that nothing herein shall require the Liquidating Party to enter into any replacement transactions for the Terminated Transactions.

“Special Provisions” means any additional terms, of modifications of existing terms, agreed to between the parties to a Transaction in a Confirmation.

“Unpaid Amounts” means any unpaid amounts payable under this Agreement and all Terminated

Transactions, whether due prior to or after any Early Termination Date (but excluding any Settlement Amounts), including but not limited to attorneys' fees and other expenses payable, as well as any other amounts payable by the Defaulting party to the Liquidating Party.

Insert a new section (Section X) as follows: "X. Netting: This Section X shall only apply if the parties have not executed a separate agreement to provide for the net settlement of amounts owed for Products:

(1) **Purpose.** The parties are selling to and buying from each other various quantities of Products at stated prices, or are exchanging with each other various quantities of Products at stated differentials under existing Agreements. For purposes of this Net Settlement Arrangement (defined below), Agreements shall not include contracts in the nature of division orders. With respect to deliveries of Product under the Agreements, the parties agree to engage in net settlement arrangements (the "Net Settlement Arrangement") for the purpose of making payments (and thereby settling the parties' respective accounts) for the existing or future purchase and sale of Products.

(2) **Procedure.** For each calendar month in which sales or exchange transactions occur (a "Transaction Month"), each party shall determine the sales price for the Products sold to the other party and the exchange differentials, if any, due from such other party under the Agreements according to the respective pricing provisions contained therein, to determine the total amount owed by such other party. The parties shall continue to issue invoices to each other in the normal course of business. In addition, after the receipt of all invoices and at least three business day before the 20th day of the month following the Transaction Month, each party shall (a) issue a statement showing all invoice amounts for both parties and the difference resulting after offsetting the total amount each party owes to the other party (the "Net Settlement Amount"), and (b) confer by telephone and compare and confirm the Net Settlement Amount. The Net Settlement Amount shall be paid by the party hereto owing the greater amount by paying such difference to the party hereto owing the lesser amount in accordance with this Agreement.

(3) **Disputed or Unverified Amounts.** If any invoice or portion of an invoice is disputed in good faith or cannot be timely verified and approved for payment, such invoice or portion of such invoice shall not be held for payment under the Net Settlement Arrangement, provided that an invoice that is partially verified or disputed shall be included in the Net Settlement Arrangement to the extent that it is verified or undisputed. Notwithstanding the foregoing, each party agrees to use every reasonable effort to achieve the objective of timely verification of invoices in order to permit payment of such invoices pursuant to the terms of this Agreement in the month following the Transaction Month and no dispute or lack of verification shall excuse participation in the Net Settlement Arrangement.

(4) **Effect on Other Agreements.** Except as expressly provided herein, existing Agreements between the parties hereto shall continue in effect and shall not otherwise be affected by this Section X. Notwithstanding the provisions hereof, nothing in this Agreement shall have the effect of amending or modifying the pre-payment provisions or the liquidation provisions under this Agreement or any existing or future Agreement between the parties."

Insert a new section (Section Y) as follows: "Y. Dispute Resolution: (1) Any dispute, controversy or claim arising out of or in connection with this Agreement, whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination, and including any non-contractual claim, shall be finally and exclusively resolved by arbitration under the rules of the American Arbitration Association ("AAA") (the "Rules"), which Rules are deemed to be incorporated by reference into this Agreement. The arbitral tribunal (the "Tribunal") shall consist of three arbitrators, unless the amount in controversy is less than one-hundred thousand dollars (\$100,000), in which case the Tribunal shall consist of one arbitrator, in any case to be appointed in accordance with the Rules. The seat of the arbitration shall be Houston, Texas. The language of the arbitration shall be English. The appointing authority shall be AAA. Any award rendered by 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.

Judgment upon any award and/or order may be entered in any court having jurisdiction thereof.

(2) All aspects of the arbitration shall be confidential. Save to the extent required by law or pursuant to any proceedings to enforce or challenge an award, no aspect of the proceedings, documentation, or any (partial or final) award or order or any other matter connected with the arbitration shall be disclosed to any other person by either party or its counsel, agents, corporate parents, affiliates or subsidiaries without the prior written consent of the other party.

Insert a new section (Section Z) as follows: “Z. Miscellaneous: (1) Data Privacy. The parties may provide each other with information regarding an identifiable individual, the processing and transfer of which will be in accordance with applicable data protection laws.

(2) **Recording of Communications.** Each party hereby acknowledges to the other party and consents that such other party may from time to time and without further notice and to the extent permitted by law: (i) record and retain electronic transmissions (including telephone conversations, e-mail, and instant messaging between the parties’ respective representatives in connection with the Agreement or other commercial matters between the parties) on central and local databases for their respective legitimate purposes; and (ii) monitor electronic transmissions through their internal and external networks for purposes of security and compliance with applicable laws, regulations and internal policies for their other legitimate business purposes.

(3) **No Third-Party Beneficiary.** The provisions of this Agreement are for the benefit of the parties, their successors and assigns, and will not be construed as conferring any rights to any third-party.

(4) **Survivability.** The termination or expiration of this Agreement shall be without prejudice to any rights, obligations or liabilities of either party which have accrued as of the termination or expiration hereof but have not been performed or discharged, and any provisions which expressly or implicitly survive termination, and any parts of the Agreement having any relevance thereto or any bearing thereon shall, notwithstanding the termination or expiration of the Agreement, continue in force and effect.

(5) **Repeated Terms.** For the avoidance of doubt, any repetition in a Confirmation of any Section or any part of such Section of these General Provisions shall be for emphasis only and shall not by reason of such repetition exclude any other part of such Section or any other Section or any part thereof of the said General Provisions.”

Appendix 1 delete all references to “Calibrated custody transfer meters” and replace with: “Proven custody transfer meters”

Section 2.3 of Appendix 1 delete the words beginning with: “, or when tanks or vessels contain insufficient Product to allow for an accurate measurement.”

Section 3.3 of Appendix 1 will be deleted in its entirety and replaced with the following: “3.3. S&W shall be determined from samples of Product using one of the following methods in order of preference:

- 3.3.1. Extraction (ASTM D473) and Karl Fischer (ASTM D4928),
- 3.3.2. Membrane Filtration (ASTM D4807) and Distillation (D4006), or
- 3.3.3. Centrifuge (ASTM D4007).”