

FACILITY SAFETY MANUAL

for

CALIBER BEAR DEN INTERCONNECT LLC

Version No: 1.0 Effective Date: Oct. 1, 2018	FACILITY SAFETY MANUAL Caliber Bear Den Interconnect LLC	Page 1 of 6
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I. Introduction

This Facility Safety Manual (“Manual”) sets forth the applicable rules and regulations pursuant to which Caliber Bear Den Interconnect LLC (“Caliber”) is providing Customer, or its contractors, licensees, agents or employees (collectively, “Agents”), with access to Caliber’s facilities (“Facilities”) for the sole purpose of unloading Customer’s petroleum product from transport trucks and/or trailers, and blending Customer’s petroleum products using Caliber’s tanks, to prepare for transportation of Customer’s petroleum products on Caliber’s pipeline, pursuant to Caliber’s tariffs on file with the Federal Energy Regulatory Commission (“FERC” or “Commission”) (collectively, “Tariffs”).

This Manual may be revised from time to time at the sole discretion of Caliber. The effective version of the Manual shall be posted and accessible to all Customers on Caliber’s website, <http://www.calibermidstream.com/news-resources>.

II. Rules and Regulations

A. Access and Compliance During Access Activities

1. Customer, including its Agents, is granted the right and privilege to access Caliber's Facilities for the sole purpose of unloading Customer's petroleum product from transport trucks and/or trailers, and blending Customer's petroleum products using Caliber's tanks, to prepare for transportation of Customer's petroleum products on Caliber's pipeline, pursuant to Caliber's Tariffs, subject to the rules and regulations set forth in this Manual. Customer shall be absolutely responsible and liable for its Agents and their actions, and for their compliance and/or non-compliance with the terms and conditions of this Manual.
2. It is understood and agreed that Caliber, at its sole discretion, may change, amend or modify this Manual at any time. Customer shall be subject to all such changes, amendments and modifications immediately following the posting of a copy in a prominent place at the Manual on Caliber's website, <http://www.calibermidstream.com/news-resources>.
3. Customer must abide by and conduct its activities, and to cause its Agents, to abide by and conduct their activities in accordance with all applicable governmental laws, rules and regulations and standard industry practices, and in a manner that does not interfere with the operations of others. Caliber employees may or may not be present at the Facility during the access activities. Customer shall be liable for the cost of repairing and remediating any damage to Caliber's property, any third party's property at Caliber's Facilities, or the environment to the extent that such was caused by Customer's access activities.
 - i. Customer will hold Caliber harmless from and against all claims of whatever nature arising from: (a) any negligence or willful misconduct of Customer, or Customer's contractors, licensees, agents or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, arising from any accident, injury or damage where such accident damage or injury results from negligence or willful misconduct on the part of Customer or its Agents; or (b) any injury or damages to Customer's Agents or Customer's or Agents' property, while at the Facilities, except as may arise due to the gross negligence or willful misconduct of Caliber.
4. Customer, and/or its Agents, must be properly licensed or permitted in all applicable jurisdictions and engaged in the business of transporting crude oil for third parties, in interstate and/or intrastate commerce, as applicable.
 - i. Only vehicles holding current Department of Transportation approved Safety Certification and drivers holding a current valid driver's license

and any other required federal, state or local licenses will be used to perform transportation services at the facility.

- ii. Any Agents of Customer that may access the facilities must maintain at its expense the insurance requirements set forth in Appendix A attached hereto.
 - iii. Caliber may, at its discretion, deny access to the facility if Customer, its Agents, or its drivers are unable to clearly demonstrate current Safety Certification for the equipment being used for transportation services or that the vehicle operator holds a current and valid driver's license. Customer may also be denied access by Caliber for Customer's or Customer's Agents' failure to maintain current insurance requirements of Caliber set forth in Appendix A or for violation of any other rules or regulations set forth in this Manual.
5. All incidents (including accidents and near misses) must be reported. In the event an incident involving the property, equipment, or personnel of Customer, Caliber, or any third party occurs on Caliber's Facilities, or which arises out of, results from or is in any way connected with Customer's or Customer's Agents' work or presence upon Caliber's Facilities, Customer must immediately report such incident to Caliber or one of its designated representatives. In addition, a written report of such incident must be prepared by Customer and delivered to Caliber within twenty-four (24) hours after Customer becomes aware of each such incident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or intervention. Customer shall also provide Caliber with a copy of each and every report of each such incident, including statements, documents, other investigative materials which Customer completes, is required to submit, or does submit to any entity other than Caliber, including without limitation, any governmental agency or body, Customer's insurers, or others.
- i. Above-referenced reports should be provided to the following Caliber representative:

Carol Butero
Director of Regulatory, Safety and Compliance
Caliber Midstream
1200 17th Street, Ste 2100
Denver, CO 80202
Phone: 720-630-2658
cbutero@calibermidstream.com

6. Customer shall access all Facilities in such manner as to cause a minimum amount of interference with Caliber's operations and shall conduct its access in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during Customer's access hereunder. Customer will have in effect and will enforce a set of safety and loss prevention standards that comply with all laws, and Caliber's minimum safety requirements, as may be amended or modified from time-to-time, a copy of which is available on Caliber's website, <http://www.calibermidstream.com/news-resources>.

B. Controlled Substance Abuse

1. Operator maintains a drug and alcohol free workplace.
 - i. It is the policy of Caliber that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Caliber's Facilities is prohibited;
 - ii. Customer is to have in place a drug and alcohol free workplace policy;
 - iii. Entry onto Caliber's Facilities constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Caliber's Facilities; and
 - iv. Any person who is found in violation of this controlled substance policy or who refuses to permit an inspection may be removed and barred from Caliber's Facilities, at the sole discretion of Caliber.

C. Right to Refuse Entry or to Remove

1. Nothing herein will be construed to deny or otherwise limit Caliber's right to refuse entry to, or to remove immediately from the Facilities, any person or equipment that Caliber, in its sole discretion, determines is creating or contributing to an unsafe environment at the Facilities.

Appendix A
Minimum Insurance Requirements

- I. Commercial General Liability Insurance: to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a general policy aggregate of Two Million Dollars (\$2,000,000). Such insurance shall be endorsed to include the following types of coverage:
 - A. Contractual liability, including an indemnification clause;
 - B. Broad form property damage liability insurance;
 - C. Products and completed operations coverage;
 - D. Personal injury liability;
 - E. Premises liability; and
 - F. Sudden and accidental pollution liability.

- II. Business Automobile Liability Insurance: complying with all applicable laws with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence. Such coverage shall extend to owned, non-owned and hired vehicles and include the MCS 90 and Pollution Liability (Broadened Coverage) endorsements.

- III. Workers' Compensation and Employers Liability Insurance: covering the employees of Customer and Agents for all compensation and other benefits required of Customer by the Workers' Compensation or other statutory insurance laws and requirements in the state having jurisdiction over such employees, and over the location where the access activities occur. Employers Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence including disease.

- IV. Excess Liability Insurance: this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by Customer for employer's liability, commercial general liability insurance, and business automobile liability insurance with limits of not less than Ten Million Dollars (\$10,000,000) combined single limit each occurrence with a general aggregate limit of (Ten) Million Dollars (\$10,000,000).

- V. Special Provisions:
 - A. All policies shall include a waiver of subrogation in favor of Caliber and its Affiliates.
 - B. All policies shall be primary and underlying to any valid and collectible insurance available to Caliber and its Affiliates.
 - C. The Customer shall provide thirty (30) days written notice of cancellation of any of the policies listed above to Caliber.

- D. Insurance certificates will name Caliber and its Affiliates as additional insureds on all policies (except Workers' Compensation and Employers Liability).
 - E. The acceptance of any certificate of insurance provided by Customer shall not constitute acceptance of the adequacy of coverage or imply that the Customer is in compliance with the requirements of this Agreement.
 - F. Customer shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.
- VI. Subcontractors: Customer shall require all of its subcontractors to maintain statutory Workers' Compensation insurance coverage and other insurance coverage which is normal and usual for subcontractors performing similar type work in the same geographical area which provide additional insured status (except for workers' compensation) and a waiver of subrogation in favor of Caliber and Affiliates as outlined above. To the extent not provided for by the subcontractors and not covered by Customer's insurance, deficiencies shall be the sole responsibility of Customer.
- VII. Certificates of Insurance: Customer shall furnish a certificate of insurance evidencing that the above coverage is in full force and effect prior to using Caliber's Facilities, and at any time thereafter if requested by Caliber. Customer further agrees to provide a renewal certificate prior to the expiration of any policy required herein.